

**SKYLINKS CAPITAL LIMITED**

**INCORPORATED UNDER LAWS OF MAURITIUS**

**SWAP FREE ACCOUNT TERMS AND CONDITIONS**

## SWAP FREE ACCOUNT TERMS AND CONDITIONS

These Swap-Free Trading Account Terms and Conditions (the "Swap Free Terms") serve as an addition to the Client Agreement entered into between Sky Links Capital Limited, a company incorporated under the laws of the Mauritius and regulated by the Financial Service Commission license number GB24202837 having its registered address at Office Premier Business Center, 10th Floor, Sterling Tower, 14 Poudriere St, Port Louis, Mauritius (henceforth the "Company", "us", "our", "we" or "Sky Links Capital") ("We" or "Us") and the Client ("You"), which governs our trading relationship (the "Terms"). The Terms are an essential and binding component of these Swap Free Terms.

These Swap Free Terms will be effective from \_\_\_\_\_.

These Swap-Free Terms apply exclusively to clients whose account type is classified as a Swap Free Trading Account (the "Swap-Free Account").

### 1. OVERVIEW

1.1. Our Basic, Classic and Professional account type is a swap enabled account. We may agree to make a Swap Free Account available to you upon request.

1.2. Swap charges refer to rollover and interest fees applied when a position is held open overnight, based on the platform's time zone ("Swap Charges or Fees").

1.3. If a Swap Free Account is made available to you, you will be able to trade select instruments (the Instruments) free of Swap Charges.

1.4. If you have a Swap Free Account, such Account maybe termed as Swap Free Accounts.

1.5. We may, at any time, at our discretion and without providing you with a reason:

1.5.1. refuse to process a request for a Swap Free Account;

1.5.2. amend, supplement or revoke these Swap Free Terms without notice to you; or

1.5.3. revoke the Swap Free Account status granted to you, in which case your account will revert to a swap enabled account. Should this not be acceptable to you, you may terminate your account in accordance with the Terms.

### 2. APPLICABLE FEES

2.1. Notwithstanding clause 1.3 above, where a Position, whether long or short, in an Instrument remains open longer than a prescribed period of time (Swap Free Days or Grace Days), such Position will be subject to Swaps charges based on \_\_\_\_\_ condition and market rate, calculated on a daily basis (the Swap Charges).

2.2. Swap Charges will be applied to your open positions on the expiration of swap free days or grace days/period based on prevailing market condition and market rate. Additionally, where applicable, any chargeback from the Company's counterparty shall be included to

reflect charges accrued on days when the Market or Underlying Market is closed. The Client shall be solely responsible for the payment of all such Swap Charges.

2.3. The Swap charges will appear on your statement each day as an 'Swap Charges' and will be displayed on a per Instrument basis.

2.4. The Swap Charges will be deducted from the Equity in your Account at the end of each trading day. This will impact the Equity in your Account and may subsequently impact your Margin requirements. It is your responsibility to monitor your Account to ensure that you have sufficient Margin to maintain your open positions.

2.5. Sky Links Capital reserves the rights to provide Swap Free days based on the client request and company internal policy; however, these conditions may be modified, added to, or revoked at any time, at the sole and absolute discretion of the Company. Sky Links Capital has full discretion to decide whether to offer or continue a Swap-Free Account. You are solely responsible for monitoring the status of your Swap-Free Account and any changes to the Swap-Free days. Sky Links Capital shall not be held liable for any losses you may incur as a result of such changes.

2.6. If, on the effective date of these Swap Free Terms, you have a Position that has been open for longer than the swap free days or Grace days, the Swap Charges based on market condition and market rate applicable to your open Positions will be charged immediately and without further notice to you.

### **3. RESTRICTIONS AND TERMINATION**

3.1. You are not permitted to use a Swap Free Account for the primary purpose of making a profit from Swap Charges.

3.2. You hereby acknowledge and agree that, in the event your Account is converted to a Swap-Free Account, you will forfeit any entitlement to Swap Charges that would otherwise have been payable under the terms of the standard account prior to such conversion.

3.3. If we identify any form of abuse, fraud, manipulation, cashback arbitrage, or any other deceitful or fraudulent activity related to your Swap Free Account (as determined solely and absolutely at our discretion), Sky Links Capital reserve the right to take immediate and appropriate action at any time:

3.3.1. exercise the rights and remedies available to us under the Terms;

3.3.2. revoke the swap-free status of your Swap Free Account with immediate effect;

3.3.3. correct and recover un-accrued or outstanding Swap Charges, related un-accrued or outstanding interest expenses and costs pertaining to your Swap Free Account;

3.3.4. if need apply retrospective Swaps Charges if identified of abuse, fraud, manipulation, cashback arbitrage, or any other deceitful or fraudulent activity related to your Swap Free Account; and

3.3.5. terminate these Swap Free Terms with immediate effect and without the need for a notice or a court order.

#### **4. ACKNOWLEDGMENT**

4.1. You acknowledge, understand, and agree that:

4.1.1. we may, at any time and at our sole and absolute discretion, charge you additional fees, including Swap Charges based on market condition and market rate or any additional charges, in the manner and for the period we deem appropriate;

4.1.2. the minimum spread for the financial instruments may be widened and the commission charged may be increased for a Swap Free Account;

4.1.3. a Swap Free Account is subject to regular checks and monitoring; and

4.1.4. you may be charged a fee on the Products we offer upon the rollover of a Position. This Swap charges will be charges if you don't close the position prior to Swap Free days. Any fee charged under this clause will appear on the Platform (MT5) or account statement under the 'swap' field.

#### **5. Risk Disclosure: Swap Free Account**

Sky Links Capital Limited ("the Company") offers Swap Free Accounts under specific terms and conditions. Clients must understand and acknowledge the associated risks, including but not limited to the following:

**Swap Charges Applicability:** If a client closes a position before the expiration of the Swap-Free period or grace period, standard Swap Charges will not apply. However, if the position remains open beyond the Swap-Free period, Swap Charges will be applicable from the day the Swap-Free condition expires.

**Client Liability:** The client shall be fully responsible for any Swap Charges accrued after the expiration of the Swap-Free period. These charges will be deducted from the client's trading account balance in accordance with the prevailing market rates.

**Market Rate Fluctuations:** Swap Charges are determined based on market conditions, interest rate differentials, and counterparty policies, which may change over time. Clients should monitor their positions to avoid unexpected costs.

**No Guarantee of Swap-Free Extension:** The Company reserves the right to amend, revoke, or alter the Swap-Free conditions at its sole discretion. Clients are responsible for staying informed of any such changes.

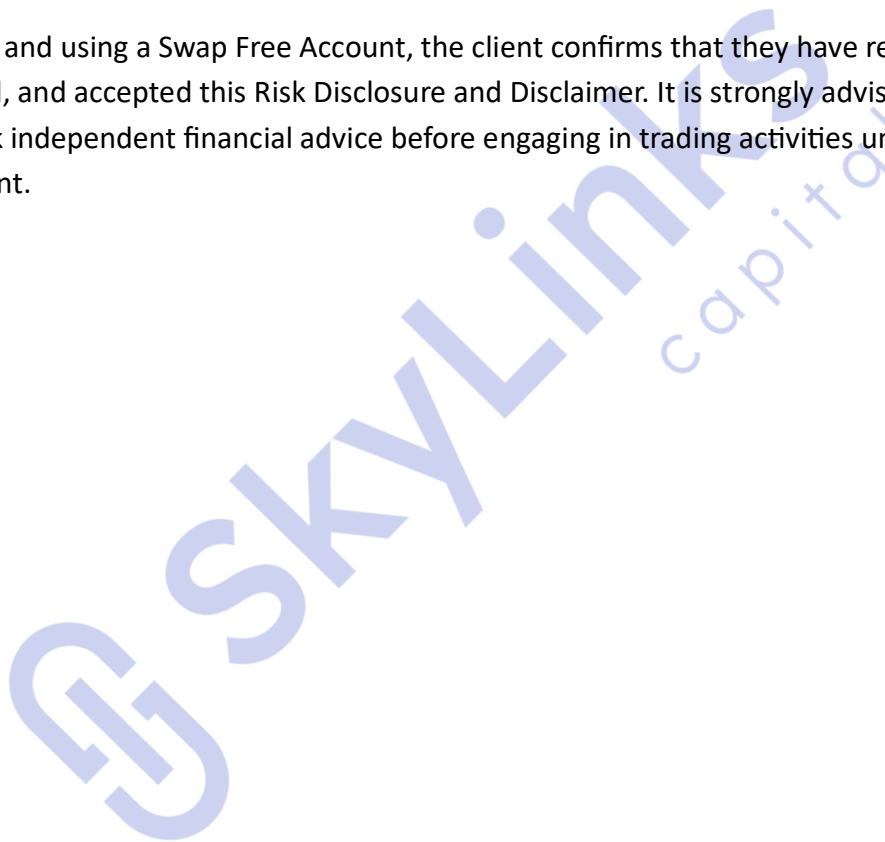
### Legal Disclaimer

The Company does not provide any financial, legal, tax, or investment advice regarding the suitability of a Swap Free Account. The client is solely responsible for assessing the appropriateness of such an account for their trading activities.

The Company shall not be held liable for any losses, costs, or damages incurred by the client as a result of changes in Swap-Free conditions, market fluctuations, or the application of Swap Charges beyond the Swap-Free period.

The Company reserves the sole and absolute discretion to approve, deny, or revoke Swap Free Account privileges for any client at any time, without prior notice, if misuse, abuse, or violation of trading conditions is detected.

By opening and using a Swap Free Account, the client confirms that they have read, understood, and accepted this Risk Disclosure and Disclaimer. It is strongly advised that clients seek independent financial advice before engaging in trading activities under a Swap Free Account.

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