

**Preamble**

tradewithoutcapital GmbH („tradewithoutcapital“) offers its customers (the „Traders“) the opportunity to obtain a trading account having the buying power of an \$100,000 account and to keep 80 % of the profits earned by passing an evaluation (subject to fees) (the „tradewithoutcapital Account“). The profits can be withdrawn by the Trader.

**§1 Scope**

- (1) These general terms and conditions apply for evaluations at [www.tradewithoutcapital.com](http://www.tradewithoutcapital.com) (the „Evaluation“)
- (2) General terms and conditions of other parties will not be accepted by us.

**§2 Conclusion of agreement**

- (1) The agreement becomes effective by commencing an evaluation as described in § 1. Evaluations can only be done by natural persons.
- (2) Trader shall comply with all provisions applying to the trading of products via CME Group, Chicago.

**§3 Evaluation fee**

- (1) The fee for the evaluation is \$299 per month (the „fee“). The fee is due at commencement of the evaluation.
- (2) The fees for the following months are always due at this day that, in its number, corresponds to the day on which the evaluations had commenced (the „due date“).
- (3) The fee has to be paid until the agreement has been terminated or the evaluation has been passed. Fees already paid will not be reimbursed.
- (4) Payment can be done by the payment methods set out at [www.tradewithoutcapital.com](http://www.tradewithoutcapital.com).

**§4 Term and terminations**

- (1) The agreement is concluded for an indefinite period.
- (2) The agreement can be terminated by the trader subject to a notice period until the next due date.
- (3) tradewithoutcapital is only entitled to terminate the agreement for good cause. A good cause exists especially if the payment of the trader is subject to a default of five days or if an event of default occurs at least two times during the term of the agreement.

**§5 Evaluation**

- (1) The evaluation is subject to the rules and features published at [www.tradewithoutcapital.com](http://www.tradewithoutcapital.com). The evaluation is passed if the targets have been reached provided that the rules have not been violated during evaluation. The agreement can be terminated by the trader subject to a notice period until the next due date.

- (2) tradewithoutcapital is entitled to amend the rules and features at any time if it has a legitimate interest and if the amendment is not unreasonable for the Trader.
- (3) The Evaluation fails if the Trader violates a rule.
- (4) The Trader can restart the Evaluation at any time by conducting a reset subject to a fee of \$99. The evaluation account will be reset in such case. The monthly Due Date will not be affected by that.
- (5) The Trader is entitled to cost-free use of the platform NinjaTrader during Evaluation. tradewithoutcapital will provide the Trade with an license key. The license key shall only be used during Evaluation and has to be erased immediately after that. The Trader shall not disclose the license key to any other person.
- (6) Once the Evaluation has been passed the Trader will receive a tradewithoutcapital account. From that point of time, tradewithoutcapital will not provide the free use of a trading platform. The Trader has to buy or lease such trading platform at own expense. The Trader is also responsible for market data fees occurring from the pass of the Evaluation. tradewithoutcapital will disburse those fees and pass the fees on to the Trader.

## **§6 tradewithoutcapital account**

- (1) The tradewithoutcapital account is subject to a special agreement to be closed between the parties having a minimum term of one year. The Trader will not become an employee of tradewithoutcapital at any time. The Trade is not constrained by instructions and is responsible for taxes and social insurance.
- (2) The agreement stipulates that tradewithoutcapital has to provide the Trader with a tradewithoutcapital account. The tradewithoutcapital account is a virtual account. Trader will at no time have any power of disposition regarding real funds and live accounts of tradewithoutcapital. tradewithoutcapital decides at its sole discretion if trades done by the Trader are followed by a live account. This will not affect the consideration of the Trader.
- (3) The tradewithoutcapital account is subject to the rules published at [www.tradewithoutcapital.com](http://www.tradewithoutcapital.com). The trade will lose the tradewithoutcapital account if he violates a rule. In such case he may qualify again by passing another Evaluation.
- (4) The consideration of the Trader will be 80 % of the profits earned with the tradewithoutcapital account (that means net results of the trades after commissions and fees). The profit calculated by Rithmic LLC is determinative and can be viewed by the Trader at any time via R | Trader oder R | Trader Pro™. The consideration of the Trader is not affected by the following or not following of trades by tradewithoutcapital on a live account.
- (5) Further conditions will be set forth by tradewithout capital in its reasonable discretion.

## **§7 Right of withdrawal for consumers**

Consumers have the right to withdraw from this agreement within 14 days without giving any reason. The withdrawal period will expire fourteen days from the conclusion of this agreement.

To exercise your right of withdrawal, you must inform us (tradewithoutcapital GmbH, Vahrenwalder Str. 269A, 30179 Hannover, Germany, [accounts@tradewithoutcapital.com](mailto:accounts@tradewithoutcapital.com)) of your decision to withdraw from this agreement by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

## Consequences of withdrawal for consumers

If you withdraw from this agreement, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this agreement. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest..

If you have asked us to commence with our services during the withdrawal deadline you have to pay a reasonable amount to us that corresponds to the services carried out by us until the exercise of the right of withdrawal compared to the whole scope of services set out in this agreement.

## Instructions regarding premature lapse of right of withdrawal

Your right of withdrawal lapses in case of an agreement regarding the provision of services if we have provided the services completely and if we have commenced the services after you have expressly consent to this and confirmed your knowledge that you will lose your right of withdrawal in case of the complete fulfilment of the agreement by us.

## Model withdrawal form

Complete and return this form if you wish to withdraw from the agreement

to

tradewithoutcapital GmbH

Vahrenwalder Str. 269A

30179 Hannover

Deutschland

[accounts@tradewithoutcapital.com](mailto:accounts@tradewithoutcapital.com)

I hereby withdraw from the agreement regarding conduction of the following services: Evaluation at

[www.tradewithoutcapital.com](http://www.tradewithoutcapital.com)

Ordered on (date)

(Name of consumer)

(Address of Consumer)

(Signature of Consumer (only in case of information on paper))

(date)

## **§8 Language of agreement**

The German version of this general terms and conditions shall prevail.

## **§9 Miscellaneous**

- (1) If any of the provisions of this agreement shall become or be held invalid or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be automatically amended and replaced by a valid or enforceable provision which economically accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision.
- (2) This agreement is subject to German law.
- (3) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Hannover, Germany, if the Trader is a merchant.