Terms & Conditions governing 'Refer A Friend' Account Opening Promotion

The following terms and conditions shall apply to the 'Refer AFriend' Account Opening Promotion ("**Promotion**") offered to account holders of OANDA Global Markets Limited, a company incorporated in the British Virgin Islands ("**OANDA**").

By participating in the Promotion, each participant agrees to observe and be bound by these terms and conditions and any relevant policy issued by OANDA from time to time. OANDA reserves its absolute rights to revise and amend these terms and conditions from time to time without prior notice. In case of disputes, the interpretations and decisions of OANDA shall be final and binding on all participants. No correspondence will be entertained.

1. Eligibility and Promotion Period

1.1. The Promotion is open to all existing OANDA account holders who: (a) refer a friend that registers for a new Trading Account with OANDA and (b) such registration is completed before midnight on the last day of the month in which the Promotion email was sent (Eastern Standard Time) to the existing account holder.

1.2. This Promotion is only valid for Eligible Customers and New Referred Customers, which are defined as follows:

(a) "Eligible Customers" shall mean:

i. A customer that has a current account with OANDA.

ii. A customer that is an individual over eighteen (18) years of age and not an entity.

iii. A customer that has received an invitation by OANDA to refer-a-friend.

iv. A customer that has placed at least one (1) trade in their OANDA account in the previous six (6) months fromthe date of the referral.

(b) "New Referred Customers" shall mean:

i. A customer that has been introduced to OANDA by an "Eligible Customer."

ii. A customer that is not an "Eligible Customer."

iii. A customer that is an individual over eighteen (18) years of age and not an entity.

iv. A customer that has consented to be contacted by OANDA and any other companies within the OANDA group.

Anyone who meets the criteria above shall be deemed an Eligible Customer or New Referred Customer.

1.3. All accounts are subjected to OANDA's new account requirements and must meet the approval criteria in order to be eligible for this Promotion.

1.4. The Promotion is limited to one account per person and no multiple entries will be permitted. Multiple accounts from the same household may be barred from the Promotion.

1.5. Employees of OANDA (or any other company within the OANDA group, as determined by OANDA in its absolute discretion) and their immediate family members shall not be eligible to participate in the Promotion. In addition, employees of any partners and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in the organisation or conduct of the Promotion as determined by OANDA, shall not be eligible to participate in the Promotion.

1.6. This Promotion is a stand-alone offer and cannot be used in conjunction with any other rebate, promotion or similar scheme offered by OANDA or any other companies within the OANDA Group.

1.7. This Promotion is valid until further notice.

1.8. Without prejudice to the generality of clause 1.2 above, OANDA shall have the sole discretion to determine eligibility under these Promotion terms and conditions. Eligible Customers and New Referred Customers should read these Promotion terms and conditions carefully.

2. Mechanics of the Promotion

2.1. Eligible Customers should forward the referral link included in OANDA's Promotion email to friends who they think would be interested in opening an account with OANDA. The Eligible Customer's information details will be included on the form found in the link that is sent to the Eligible Customer's friends. Each friend who is referred must provide the following information in the application to open an account with OANDA:

a. Full name

b. Phone number

c. Email address.

2.2. To qualify for the Promotion, the New Referred Customer must:

a. not be an existing customer of any company within the OANDA group or have previously held an open or dormant account with OANDA,

b. successfully apply for and be approved for a trading account with OANDA during the eligibility perioddefined in clause 1.1, and

c. have met the minimum deposit and notional volume traded requirements in the below table where the amounts that will be paid to both parties are indicated.

Minimum Deposit Size (referee)	**Notional Volume Traded**	**Amount to be paid to the Eligible Customer and to the Newly Referred Customer (USD)**
$200	USD 200K	$50
$1000	USD 2M	$100
$5000	USD 6M	$300
$10000	USD 20M	$1000

2.3. The New Referred Customer has 30 days from the date that he or she first trades to meet the trade volume requirement. The payment amounts will be based on the volume traded and total deposits made at the end of the first thirty (30) days.

2.4. For each New Referred Customer that satisfies the conditions in clause 2.2, the Eligible Customer will receive the amounts indicated in clause 2.2(c) as a credit in USD (or its equivalent) to their OANDA trading account within two weeks of the New Referred Customer being approved for the reward. There is no cap on the number of referrals that an Eligible Customer can make.

2.5. The New Referred Customer will receive the amounts indicated in clause 2.2(c) as a credit in USD (or its equivalent) to their OANDA trading account within 2 weeks of satisfying the conditions in clause 2.2.

2.6. The Promotion payments are non-transferable and no cash alternative is available. Transfers,

assignments or substitutions by Eligible Customers and New Referred Customers are not allowed.

2.7. This Promotion is subject to withdrawal or change without notice.

2.8. If any restrictions apply to an Eligible Customer or a New Referred Customer account, the Promotion payments will not be deposited until the restrictions have been lifted. The Eligible Customer and New Referred Customer accounts must not be closed in order for a Promotion payment to be credited.

2.9. OANDA will not be liable for any losses that may be incurred as a result of trading, including trading with the Promotion account credit.

3. General

3.1. By submitting their details and particulars, Eligible Customers and New Referred Customers consent to OANDA using such information and contacting them for the marketing efforts of OANDA and/or its sponsor(s).

3.2. OANDA reserves the right, at its discretion, at any time, without notice or assigning any reason therefore, to give the credit in the amount of the currency in the customer's primary account rather than USD.

3.3. If OANDA subsequently discovers that the individual is in fact not eligible to participate in the Promotion, OANDA may at its discretion reverse the account credit. No individual shall be entitled to any payment or compensation from OANDA should any account credit be forfeited or reclaimed.

3.4. OANDA shall not be liable to any account holder or any other persons for any loss, taxes or damage arising in connection with the Promotion, including without limitation, any error, technical malfunction of the Internet or OANDA's trading platform, or any breakdown or malfunctions in any computer system, mobile application, downloadable software, or equipment including that of the account holder.

3.5. The decision of OANDA on all matters relating to the Promotion shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Promotion. No correspondence(s) will be entertained.

3.6. OANDA may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Promotion, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as OANDA shall think fit, including without limitation, the eligibility of any customer, the bases and methods of identification of eligible participants and any dates in connection with the Promotion and the Promotion period. OANDA shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters.

3.7. OANDA shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters.

3.8. Any dispute or situation not covered by these Promotion terms will be resolved by our management in a manner itdeems to be the fairest to all concerned, and that decision shall be final and/or binding on all participants.

3.9. This Promotion will be governed by English laws and English courts shall have the exclusive jurisdiction over any matter or dispute arising from this Promotion.

3.10. If any term of these Promotion is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Promotion terms and conditions and shall in no way affect the legality, validity or enforceability of the remaining terms.

3.11. If these Promotion terms are translated into a language other than English, the English version of the terms shall prevail where there is an inconsistency.

3.12. Each account holder who successfully takes part in this Promotion is responsible for any and all taxes payable (if any) as a result of the Promotion payment to their account, and therefore all account holders should consult their tax advisers concerning the reporting of Promotion payments.

OANDA Global Markets Limited is a company registered in BVI number 2026433, and has its registered office at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands. It is authorised and regulated by the BVI Financial Services Commission, number: SIBA/L/20/1130.

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