

Terms & Conditions governing the 2022 OANDA Deposit Bonus Promotion

The following terms and conditions shall apply to the 2022 OANDA Deposit Bonus Promotion (the “**Promotion**”) offered to new and existing account holders of OANDA Corporation, a Delaware corporation having its principal place of business in New York, NY, and of OANDA (Canada) Corporation ULC, incorporated in Alberta ON, with an office in Toronto, Canada, (together, “**OANDA**”).

By participating in the Promotion, each participant agrees to observe and be bound by these terms and conditions and the general terms of business (including supplemental terms) that apply to their account (the “**Terms of Business**”), as well as by any relevant policy issued by OANDA from time to time (collectively, the “**Promotion Terms**”). OANDA reserves its absolute rights to revise and amend these Promotion Terms without prior notice. In case of disputes, the interpretations, and decisions of OANDA shall be final and binding on all participants.

1. Eligibility and Promotion Period

- 1.1 The Promotion is offered by OANDA Corporation and OANDA (Canada) Corporation ULC; clients of other OANDA entities are not eligible.
- 1.2 The Promotion is only open and available to OANDA Corporation and OANDA (Canada) Corporation ULC account holders who have registered for an fxTrade account after [2022], which is ready for funding, but have never funded or made a deposit into such OANDA account.
- 1.3 OANDA clients who were introduced by an introducing broker or a third party affiliate are not eligible for this Promotion.
- 1.4 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 organization or conduct of the Promotion as determined by OANDA, shall not be eligible to participate in the Promotion. This Promotion is also not open to employees of any other company engaged in direct competition with OANDA.
- 1.5 This Promotion is a stand-alone offer and cannot be used in conjunction with the Advanced Trader Program (Premium account offering) or any other rebate, commission reduction, promotion or similar scheme offered by OANDA.
- 1.6 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.
- 1.7 Joint accounts or accounts which have a Power of Attorney in force will not be eligible for the Promotion.
- 1.8 Only individuals with full legal capacity, over eighteen (18) years of age, and not entities are eligible for this Promotion.
- 1.9 To qualify for the Promotion, eligible clients will need to:
 - a) register for the Promotion on a designated website;
 - b) deposit the minimum amount; and
 - c) meet the Minimum Trade Volume Requirement before the expiration date of the Promotion.

Anyone who meets the criteria above shall be deemed a "**Qualifying Applicant**". Qualifying Applicants should read these Promotion Terms carefully and reacquaint themselves with their account Terms of Business.

- 1.10 The Promotion is subject to a fair use policy and consequently OANDA has the right to withhold the Promotion if it has reasonable belief that there has been co-operation, collusion or organisation of trades from the same source, or if it has reasonable belief that the Promotion is being abused in any way.

2. Mechanics of the Promotion

- 2.1 Qualifying Applicants will be eligible to receive a bonus ("**Bonus**") based on the amount of their first deposit and Minimum Trade Volume Requirement. Please see the below table for further information on the requirements and parameters to receive a Bonus. All amounts are in USD or the equivalent value in the account's nominated currency:

| Deposit amount (USD) | Minimum Notional Trade Volume Requirement (USD) | Deposit bonus (USD) |
|----------------------|---|---------------------|
| \$500 to \$49,999.99 | \$50,000.00 | \$ 500.00 |
| \$50,000+ | \$15,000,000.00 | \$ 5,000.00 |

- 2.2 The deposit Bonus will be credited into the Qualifying Applicant's fxTrade account forty-five (45) days after the minimum deposit amount is met and the account's accumulated trading volumes exceed the Minimum Trade Volume Requirement prior to the Promotion's expiration date.
- a. Trades can be made in any currency pairs offered by OANDA.
Please note: Different currency pairs will have different notional values. For example, 1 lot (100 000 units) of EUR/USD will have a notional value of ~117K USD to open and ~117K USD to close, thus a roundtrip of 1 lot of EUR/USD will have a notional trade volume of ~234K USD. The value of the trade is determined by the exchange rate between the base currency of a pair and the Qualifying Applicant's account currency.
- 2.3 The deposit Bonus is only applicable to the Qualifying Applicant's first deposit.
- 2.4 The maximum Bonus amount is 5 000 USD.
- 2.5 Only one Bonus will be paid per client. Once Qualifying Applicants receive a Bonus, they will not be eligible to receive any further Bonus payments in respect of this Promotion.

- 2.6 The Bonus does not represent a commitment to make further payments in the future.
- 2.7 The Bonus is non-transferable and no cash alternative is available. No Bonus transfer, assignment or substitution by Qualifying Applicants is allowed.
- 2.8 The Bonus can be used for trading or withdrawn after meeting the trade volume requirement.
- 2.9 If any restrictions apply to the Qualifying Applicant's account, the account will not qualify for a Bonus until the restrictions have been lifted. The Qualifying Applicant's account must not be closed in order for a Bonus to be credited.
- 2.10 OANDA will not be liable for any losses that may be incurred as a result of trading, including trading with the Bonus.
- 2.11 Qualifying Applicants should read these Promotion Terms carefully in conjunction with the Terms of Business.

3. General

- 3.1 This Promotion must only be used for personal and non-commercial purposes. The Promotion registration page should not be published or distributed publicly.
- 3.2 By submitting their details and particulars to this Promotion, Qualifying Applicants consent to OANDA using such information, and contacting them for the marketing efforts of OANDA and/or its sponsor(s). Qualifying Applicants must inform OANDA if they do not wish to receive such information by contacting OANDA's Customer Service Team.
- 3.3 OANDA reserves the right, at its discretion, at any time, without notice or assigning any reason therefore, give the Bonus in the same currency as the deposited funds.
- 3.4 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.
- 3.5 In the event the first deposit is cancelled, clawed or charged back, returned from the bank for insufficient funds, fraud, or any other reason, the Qualifying Applicant will become ineligible for a Bonus and OANDA has the right to reclaim and remove any Bonus deposited to an account under this Promotion. OANDA reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process, the operation of the Promotion, or breaches the Promotion or account Terms of Business.
- 3.6 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 a Qualifying Applicant.
- 3.7 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 entered into.
- 3.8 OANDA reserves the right to cancel, revoke or withdraw the Promotion at any time in case of any suspected abuse of the Promotion by a participant.
- 3.9 OANDA may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Promotion, or delete, vary, supplement, amend, restrict, withdraw or modify any one or more of these Promotion Terms in such manner as OANDA shall think fit, including without limitation, the eligibility of any client, the bases and methods of identification of Qualifying Applicants and any dates in connection with the Promotion and the Promotion period. Modifications and/or exceptions to these Promotion

Terms are at OANDA's sole discretion, and its decision is final. OANDA is the sole arbiter of these Promotion Terms and any other issue arising under this Promotion.

- 3.10 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 this Promotion and its Terms.
- 3.11 Any dispute or situation not covered by these Promotion Terms will be resolved by OANDA's management in a manner it deems to be the fairest to all concerned, and that decision shall be final and/or binding on all parties. No correspondence will be entered into.
- 3.12 This Promotion will be governed by the laws of the jurisdiction of the OANDA entity with which the Qualifying Applicant's Account was opened (i.e., OANDA Corporation would be the laws of the State of New York and OANDA Canada ULC would be the laws of Canada).
- 3.13 If any term of these Promotion Terms 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.
- 3.14 If these Terms are translated into a language other than English, then the English version of the Terms shall prevail where there is an inconsistency.
- 3.15 Each Qualifying Applicant who successfully takes part in this Promotion is responsible for any and all taxes payable (if any) as a result of the deposit of the Bonus to their account, and therefore all Qualifying Applicants should consult their tax advisers concerning the reporting of Bonus payments.

Risk Warning: Leveraged trading in foreign currency contracts or other off-exchange products on margin carries a high level of risk and may not be suitable for everyone. We advise you to carefully consider whether trading is appropriate for you in light of your personal circumstances. You may lose more than you invest. Information on this website is general in nature. We recommend that you seek independent financial advice and ensure you fully understand the risks involved before trading. Trading through an online platform carries additional risks. Refer to our website's legal section.

OANDA Corporation is a registered Futures Commission Merchant and Retail Foreign Exchange Dealer with the Commodity Futures Trading Commission and is a member of the National Futures Association, No: 0325821.

OANDA (Canada) Corporation ULC is regulated by the Investment Industry Regulatory Organization of Canada (IIROC).

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