

Terms & Conditions governing OANDA Asia Pacific Pte Ltd's 2023 TradingView Offer

The following terms and conditions shall apply to the OANDA Asia Pacific Pte Ltd ("OAP") TradingView Offer ("Program").

By participating in the Program, each participant agrees to observe and be bound by these terms and conditions and any relevant policy issued by OAP from time to time. OAP 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 OAP shall be final and binding on all participants.

1. Eligibility and Offer Period

- 1.1. The Offer is open to new clients who have not previously funded or traded in an OANDA account and invited OAP clients who received the "Program" email. All accounts are subjected to OAP's new account requirements and must meet the approval criteria in order to be eligible for this Program.
- 1.2. This Program is only valid for "Eligible Customers" defined as a Customer:
 - a) who opt-in via the landing page using the registered email address before the end of 31 December 2023 SGT;
 - b) who opens a new OANDA account and is approved to trade in the account;
 - c) who has been invited by OAP via the "Program" email to participate;
 - d) who deposits the minimum sum in accordance with Table 1;
 - e) who complete the trade requirements through the OANDA trading platform in accordance with Table 1 within 60 days from the initial deposit date;
 - f) pays for the 12 months subscription at TradingView;
 - g) sends an e-mail with a payment receipt to e-mail address sales-oap@oanda.com for verification by OANDA;
 - h) who is an individual and not an entity; and
 - i) who is not currently receiving any rebates/bonuses from other programs.

Table 1:

| One-time Initial Deposit | Trade requirements within 60 days from the one-time initial deposit date | TradingView Subscription Reimbursement up to: |
|------------------------------------|--|---|
| SGD 3,000 | Open 3 qualifying* trades in any instrument | USD 155 / SGD 230 (TradingView Pro Plan) |
| SGD 20,000 (Premium Account) | 5 million notional volume traded (USD) | USD 300 / SGD 410 (TradingView Pro+ Plan) |
| SGD 100,000 (Premium Plus Account) | 5 million notional volume traded (USD) | USD 600 / SGD 810 (TradingView Premium Plan) |

*A 'qualifying trade' has minimum trade size of USD10,000 or equivalent in FX CFDs

Please note: 1 mini (0.1 lot) FX CFD is defined as a trade of USD10,000 notional volume. Different currency pairs will have different notional values. For example, 0.1 lot (10 000 units) of EUR/USD will have a notional value of ~11K USD to open and ~11K USD to close, thus opening and closing of 0.1 lot of EUR/USD will have a notional trade volume of ~22K USD. The trade value is determined by the exchange rate between the base currency of a pair and the Eligible Customer account currency.

- 1.3. OANDA will cover the costs of the yearly TradingView Plan for OANDA clients participating in this Program (clients who meet the terms and conditions of the Program).
- 1.4. This Program is offered by OANDA as the sole organizer of the Offer.
- 1.5. This Program is only available to Singapore residents. Any emails received by non-Singapore residents should be considered to have been sent in error and does not render the client eligible for the Program.
- 1.6. OANDA does not allow Eligible Customers to open multiple accounts. In the event the Eligible Customer does open multiple accounts, only the first account opened in the eligibility period defined in clause 1 will be eligible for the Program.
- 1.7. Employees of OANDA and their immediate family members shall not be eligible to participate in the Program. 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 Program as determined by OANDA, shall not be eligible to participate in the Program.
- 1.8. This Program is a stand-alone offer and cannot be used in conjunction with any other rebate, offer or similar scheme offered by OAP or any other companies within the OANDA Group.
- 1.9. Anyone who meets the criteria above shall be deemed an Eligible Customer. Without prejudice to the generality of clause 1 above, OANDA shall have the sole discretion to

determine eligibility under these Program terms. Eligible Customers should read these terms carefully and reacquaint themselves with Our Terms.

2. Mechanics of the Offer

- 2.1 OANDA clients who wish to participate in the offer need to apply for the Annual (12 months) TradingView package at TradingView.com website.
- 2.2 Participants must forward proof of payment to the designated email address to obtain reimbursement. The TradingView payment confirmation must be dated after the date that OANDA has approved a live trading account for an eligible participant.
- 2.3 Once the correct proof of payment is provided, eligible clients will be reimbursed on their live trading account at OANDA within 90 working days.
- 2.4 Reimbursement will be disqualified if there are withdrawals made within the first 60 days of your first fund date.
- 2.5 This Program is subject to withdrawal or change by OAP without notice.
- 2.6 The reimbursement can be used for trading or withdrawn after meeting the requirements defined in clause 1.
- 2.7 This offer expires on 31st December 2023.
- 2.8 To qualify for the TradingView reimbursement, requests must be received at sales-oap@oanda.com by 11:59 pm SGT on 31st December 2023.
- 2.9 Only one refund of costs will be paid per client. Once participants receive a refund of costs, they will not be eligible to receive any further payments in respect of this Offer.
- 2.10 The refund of costs indicated above does not represent a commitment to make further payments in the future.
- 2.11 No alternatives; the reimbursement is non-transferable and cannot be reassigned or substituted with any alternative.
- 2.12 If any restrictions apply to your account, the account will not qualify for the reimbursement until the restrictions have been lifted. The account will not qualify for reimbursement if your account is closed for any reason prior to a reimbursement being paid.
- 2.13 OANDA will not be liable for any losses that may be incurred as a result of trading, including trading with the reimbursed funds.
- 2.14 By choosing to opt-in, you confirm that you agree to the terms and conditions.

3. General

- 3.1 By being included in the Program, you consent to OAP using such information and contacting you for the marketing efforts of OAP and/or its sponsor(s). If you wish to participate in any of our publicity events in Singapore, you agree that it shall be done at your own expense. You further consent to the public disclosure of any statement, comment or quotation that you may give, and the reproduction, adaptation and translation into any language and publication of the same by OAP. You may withdraw

your consent by contacting our Client Experience (“CX”) Department at +65 6579 8288 or frontdesk@oanda.com.

- 3.2 Personal data will be processed for the purposes of conducting activities related to the organization, conduct, service and settlement of the Program, conduct electronic communication, for billing and archiving purposes. Personal data will be processed until the completion of the objectives set out above or prior withdrawal of consent to the processing of personal data by Eligible Customers (in a situation where the consent is deemed appropriate basis for data processing). For more information on how OANDA processes personal data, please see our Privacy Policy available at oanda.com.
- 3.3 The Program is subject to, and contingent upon, your compliance with these terms and the terms of business. In addition to any other rights and remedies we may have, any breach or suspected breach of these terms and/or the terms of business will entitle us to stop paying the Bonus immediately and without prior written notice, and/or reclaim payments previously paid pursuant to these terms.
- 3.4 Any dispute or situation not covered by these Terms and Conditions will be resolved by our management in a manner it deems to be fairest to all concerned and that decision shall be final and binding on all parties. We reserve the right to refuse to award the benefits under the Program if we have reasonable belief that the benefits are being abused in any way. Further, where any of these Terms and Conditions are breached or there is any reason to suspect a participant (including a Qualifying Participant) has acted fraudulently or obtained an unfair or unintended advantage pursuant to the Program, we reserve the right to stop or withdraw the benefits.
- 3.5 If OAP subsequently discovers that the individual is in fact not eligible for the Program, OAP may at its discretion reverse the account benefits and credit. No individual shall be entitled to any payment or compensation from OAP should any benefits be forfeited or reclaimed.
- 3.6 OAP shall not be liable to any account holder or any other persons for any loss or damage arising in connection with the Program, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, OAP assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage due mail.
- 3.7 The decision of OAP on all matters relating to the Program shall be final and binding on all participants and any other persons, including, without limitation, any decision to cancel or suspend the Program. No correspondence(s) will be entertained.
- 3.8 OAP may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Program, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as OAP shall think fit, including without limitation, the eligibility of any customer, the bases and methods of identification of winners and any dates in connection with the Program and the Program period. OAP 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.
- 3.9 This Program will be governed by the laws of Singapore.
- 3.10 If any term of these Offer 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. If these Offer Terms are translated into a language other than



English, then the English version of the Offer Terms shall prevail where there is an inconsistency

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