

OANDA GLOBAL MARKETS LIMITED (OANDA) AFFILIATE PROGRAMME -TERMS & CONDITIONS

- Persons (companies and individuals) who join our Affiliate programme may advertise the Services to potential customers in accordance with these terms and conditions by publishing marketing information and links to the OANDA website, thereby enabling OANDA to communicate with such customers. Affiliates who join the programme agree that they shall only enable OANDA to communicate with the Customers in respect of the OANDA Services as set out in these terms and conditions and shall not otherwise carry on any additional activity or service for Customers relating to the OANDA Services.
- OANDA may inform the Affiliates of the criteria for customers to which it wishes to provide the Services from time to time. OANDA may in its sole discretion, without giving any reasons for any such decision, accept or reject or otherwise decline to deal with any Customer and further accepts no obligation to provide the Services to any Customer.
- Nothing in these terms and conditions shall prevent OANDA from accepting introductions from any other broker or affiliate that OANDA chooses to do business with.
- For the purposes of these terms and conditions, Customer does not include any customers that are existing customers of OANDA (or any of its Connected Persons) and who have traded via OANDA (or any of its Connected Persons) in the 6 months prior to the date on which the Affiliate advertised the Services to them, except as may be otherwise agreed with respect to specific customers.
- OANDA will not treat any resident of the United States of America, Australia, Canada, the United Kingdom, the European Union, Singapore, or Japan as a Customer, or residents of any other country from which the services of the Affiliate under this Agreement are prohibited by any applicable laws or for which OANDA lacks the regulatory permissions or passports it requires to provide the Services.
- The referred customer's data shall become the property of OANDA, and OANDA may contact Customers directly and without restriction (subject to relevant data protection legislation) and the Affiliate may not use the Customer's data for any purpose at any time.
- The Affiliate will only carry on business in countries from which customers would generate a payment as detailed in the Affiliate portal, which all approved Affiliates will be given access to.
- The Affiliate must have all regulatory approvals, permissions, licences and consents it requires, if any, for its performance.
- Immediately on request, the Affiliate will provide evidence of such authorisation and/or licencing to OANDA or otherwise provide evidence that it does not require any such permissions.
- The Affiliate will comply at all times with all applicable laws and shall not take any action (or make any omission) which causes OANDA to breach any applicable laws.
- The Affiliate will not hold itself out as an agent, representative or employee of OANDA or as being authorised to bind OANDA in any transaction or investment agreement.
- Subject to any applicable laws in consideration of the Affiliate providing the services set out in the Affiliate Agreement entered with approved Affiliates and these terms and conditions, fees under the programme will be payable on a monthly basis and will only apply to Customers to whom there is clear evidence the Affiliate has provided the services and in addition such Customers have an open, funded and traded account with OANDA.
- OANDA may at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate the Affiliate programme, 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 an Affiliate, the bases and methods of identification of eligible Affiliates in connection with the programme and the programme 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.