

# FXTrade CUSTOMER AGREEMENT

## FXGlobalTransfer Addendum

This FXGlobalTransfer Addendum describes the terms and conditions upon which OANDA may perform various funds transfer services on behalf of you the Customer. This Addendum forms part of, and is hereby incorporated by reference into, the FXTrade Customer Agreement between you and OANDA. All capitalized terms that are not defined in this Addendum shall have the same meaning as ascribed to them in the FXTrade Customer Agreement. A fund transfer made pursuant to this Addendum shall be considered a "Transaction" as defined in the FXTrade Customer Agreement for all relevant purposes. To the extent of any conflict or inconsistency between the terms of the FXTrade Customer Agreement and this Addendum, the terms of this Addendum shall take precedence. If you agree to adhere to the terms and conditions of this Addendum, check "I Agree" at the end of this document.

### 1. PAYMENT ORDERS

**1.1 Execution of Payment Orders.** You may initiate instructions (in the manner described below) for OANDA to pay or to cause a bank or other financial institution to pay, a specified amount of money (whether in United States dollars or in any foreign currency offered by OANDA as part of its FXGlobalTransfer service) to a designated beneficiary. Each such transaction shall be referred to as a "Payment Order". You hereby authorize OANDA to debit your FXTrade Account by an amount equivalent to the Payment Order, plus applicable fees, converted to the base currency of your FXTrade account at the exchange rate prevailing on the OANDA server at the time you issue the Payment Order. Payment Orders or any communication amending or cancelling a Payment Order must be sent: (a) by electronic communication through the FXTrade System, or (b) via e-mail which OANDA reasonably believes originated from the e-mail address registered to your FXTrade Account. OANDA may rely upon such communications as a valid and authentic communication from you and as authority to act on a Payment Order, whether or not such Payment Order was in fact actually authorized by you. OANDA may from time to time by notice to you establish or amend administrative rules regarding Payment Orders and the funds transfer services provided under this Addendum.

**1.2 Insufficient Account Margin.** OANDA shall not be obligated to accept a Payment Order if your FXTrade Account does not meet the Margin Requirements at the time that the Payment Order is placed.

**1.3 Amendments to or Cancellations of Payment Orders.** OANDA shall not be obligated to accept or act on any amendment to, or cancellation of, any Payment Order transmitted to OANDA, and in any event may condition its action upon: (a) receipt of information reasonably identifying the original Payment Order, (b) compliance with applicable security procedures, (c) receipt of an indemnity and/or bond or security acceptable to OANDA, under which you will make OANDA whole for all losses, expenses (including attorneys' fees) and other liabilities that may result from OANDA's execution of any amendment to or cancellation of a Payment Order, and (d) receipt of the applicable cancellation or amendment request no later than the applicable cut-off time established by OANDA from time to time on the funds transfer business day preceding the date on which OANDA is to execute or pay the original Payment Order. You shall be bound by any amendment or cancellation of a Payment Order to the same extent that you would have been bound by the transmittal of a Payment Order pursuant to section 1. 1.

**1.4 Lead Times.** The receipt, processing and transmittal of Payment Orders, amendments or cancellations may only be made during those hours of the business day and in accordance with applicable cut-off time(s) established by OANDA from time to time. Any Payment Order, amendment or cancellation instructions received after that time will be deemed to have been received at the commencement of the following business day.

**1.5 Security Procedures.** You agree to keep confidential your Access Code associated with your FXTrade Account, change the password associated with your Access Code frequently, and to use your best efforts to prevent unauthorized access to your FXTrade Account and issuance of unauthorized Payment Orders. You agree that OANDA will not be liable for any losses or damages you may suffer as a result of any unauthorized use of your Access Code or as a result of any unauthorized Payment Order or errors contained in any Payment Order.

**1.6 Failure to Identify Beneficiary's Bank.** You shall specify the identity of the beneficiary, the beneficiary's bank, and the beneficiary's account number at that bank in each Payment Order. OANDA will not be liable for losses resulting from your failure to accurately and properly specify such information. OANDA shall refuse any Payment Order to a beneficiary or beneficiary's bank who is a "Prohibited Customer" as defined in the FXTrade Customer Agreement.

**1.7 Intermediary Banks.** You hereby instruct OANDA and its financial institution partners to send Payment Orders through such correspondent(s) as they consider appropriate. In executing any Payment Order, OANDA shall use whatever funds transfer system and communications system in which OANDA or its financial institution partners participates (i.e., CHIPS, Fedwire and SWIFT), and such intermediaries, agents or subagents as they determine to be appropriate in connection with any Payment Order. OANDA shall not be under any liability for any errors, negligence, suspension or default of any such funds transfer or communication system, intermediary, agent or sub-agent of them or for any failure to identify the beneficiary or any mis-payment by any of them, and (ii) OANDA shall not be liable for any errors, mutilations, delay, mis-delivery or failure of delivery in the transmission of any Payment Order in connection with such transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by the Customer.

**1.8 Reliance on Identifying Numbers.** In executing Payment Orders, OANDA may rely upon identifying or account numbers of a beneficiary, beneficiary's bank or intermediary bank rather than names. Likewise, payment of a Payment Order may be made by a beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. OANDA shall have no duty to detect any inconsistency between the name and any such number contained in a Payment Order. Accordingly, you are responsible for such inconsistencies and shall hold OANDA harmless from any loss, liability, expense or damage it may incur as a result of such inconsistency, including without limitation, attorneys' fees and expenses of litigation.

## **2. REPORTS, ETC.**

**2.1 Updating of Records and Procedures.** If your FXTrade Account is an entity account, you shall be responsible for keeping your list of authorized representatives and other instructions current. Any additions, substitutions or other changes to such lists and any other instructions provided to OANDA, may be made by you only by giving OANDA ten (10) days' prior written notice.

**2.2 Information Requests.** Upon request, you will provide OANDA with any transaction information necessary for OANDA to handle inquiries and tracing, including but not limited to, dollar amounts, account(s) affected, dates and beneficiaries.

**2.3 Rejection of Payment Orders.** If OANDA determines not to honor or execute a Payment Order received from you in accordance with section 1.1, it shall endeavor to notify you of such determination by email, fax or telephone. Payment Orders communicated to OANDA in a manner that does not comply with Section 1.1 may not be executed by OANDA and you may not receive notice of rejection.

**2.4 Recording.** OANDA is authorized (but is not obligated) to record electronically and to retain telephone conversations between you (including your purported authorized representatives) and OANDA. OANDA's understanding of any oral instructions shall be controlling in the event of a discrepancy with any written confirmation of such instructions, whether or not OANDA records a conversation with you.

**2.5 Account Activity and Notification of Errors.** Each Payment Order made on your behalf will be reflected on your FXTrade Transaction History. Within a reasonable time not exceeding five (5) business days after such information is posted to your Transaction History, you shall notify OANDA of any discrepancies, unauthorized transactions or other errors. If such notification is communicated orally, you shall confirm it promptly in writing. In the event OANDA has debited your FXTrade Account for a Payment Order issued in your name which OANDA has executed, and OANDA has made available to you notification reasonably identifying the Payment Order, you shall be precluded from asserting that OANDA is not entitled to retain payment of the amount of the Payment Order, or from otherwise objecting to any debit to your FXTrade Account therefor, unless OANDA has received written notification of such objection within six months from the date of OANDA's first notification to you identifying the Payment Order.

## **3. FEES, OTHER PAYMENTS**

**3.1 Fees.** OANDA may charge, and you shall pay to OANDA promptly, its usual and customary fees as determined from time to time for services provided under this Addendum. OANDA's fees will be set forth in its fee schedule and updated from time to time. A copy of OANDA's fees as currently in effect is available on its Website at: <<[www.fxglobaltransfer.oanda.com](http://www.fxglobaltransfer.oanda.com)>>. OANDA is authorized to collect such fees by making appropriate charges to your FXTrade Account(s) or, if necessary, to other accounts you maintain with OANDA.

**3.2 Other Payments.** You agree to pay to OANDA, upon demand, all sales and other taxes, however designated or levied, that are paid or payable by OANDA based upon such fees, OANDA's services hereunder, or this Addendum, excluding, however, taxes based upon OANDA's net income.

#### **4. MISCELLANEOUS**

**4.1 Force Majeure.** OANDA shall have no responsibility for losses or delays caused by natural disaster; mechanical, computer, telecommunication or electrical failures; an act of God; or circumstances beyond its control. The obligation, if any, of OANDA with respect to any funds transfer, or the return of funds to the originator or sender thereof, shall be suspended while any of the situations described above exist.

**4.2 Termination.** In the event of termination of this Addendum, OANDA may continue to act upon received Payment Orders issued by you prior to the time of such termination if such Payment Order cannot reasonably be cancelled.

**If you agree with the terms and conditions of this Addendum, select “I Agree” below. A binding legal contract will be formed between you and OANDA.**

**If you DO NOT agree with the terms and conditions of this Addendum, select “I Do Not Agree” below and you will not be permitted to utilize OANDA’s funds transfer service.**