

**THIS POWER OF ATTORNEY** is granted on the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_

I/we \_\_\_\_\_ (name of client: individual(s)) (the "Customer")

hereby appoint(s): \_\_\_\_\_ (name of agent: individual) (the "Agent") (if more than one agent please write 'see attached letter dated \_\_\_/\_\_\_/\_\_\_') to be my/our Agent for the following purposes:

1. To do business with OANDA Global Markets Ltd (the "firm") pursuant to the terms and conditions and in accordance with the rules applicable thereto; and
2. For that purpose to:
  - i. Trade on the Customer's behalf with the Firm, which the Agent undertakes on such terms as the Agent shall determine in its discretion, including (without limitation) entering into transactions using the firm's online trading platform;
  - ii. Do anything else contemplated by the terms and conditions that is reasonably necessary for the purposes of the Customer's trading with the firm pursuant to that agreement.

The Agent is authorised to enquire about and receive information regarding the account(s). The Customer authorises the firm to accept all instructions for their account, whether orally or in writing, from the Agent. The Firm shall not be obliged to make any enquiry of the Customer or of any other account, account holder or person before acting on such instructions.

This Power of Attorney does not authorise the Agent to deposit funds to the Customer's account(s); or redeem or withdraw funds from the Customer's account; or to initiate transfers (including inter-broker transfers) between and among the Customer's external accounts. This Power of Attorney does not authorise the Agent to change the Customer's username or password or add, delete or change Customer or account information.

THE FIRM WILL MERELY EFFECT TRADE INSTRUCTIONS OF THE AGENT. THE FIRM DOES NOT PROVIDE LEGAL OR TRADING OR TAX ADVICE. CUSTOMER AND AGENT ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS FOR THE CUSTOMER OF ANY TRADING STRATEGY OR TRANSACTION. THE FIRM IS NOT RESPONSIBLE FOR INVESTIGATING OR SELECTING THE AGENT. THE FIRM ASSUMES NO RESPONSIBILITY WHATSOEVER FOR REVIEWING OR MONITORING ANY TRADING DECISION OR ACTIVITY BY THE AGENT. THE FIRM ASSUMES NO RESPONSIBILITY FOR DETERMINING IF THE AGENT IS COMPLYING WITH ANY LAWS REGARDING ITS ACTIVITIES.

The Agent shall not make any statements implying that the Firm has reviewed or approved of the Agent, or any recommendations or advice or actions of the Agent. Neither the Agent nor any officers, directors or employees, are employees or agents or associated persons of the Firm, nor shall they hold themselves out as having authority, and shall not make any representations or give any warranties regarding the Firm.

The Customer accepts full responsibility and liability for all such instructions (and for all transactions that may be entered into as a result) and will indemnify and hold harmless the Firm, and its affiliates,

and its and their successors and its and their directors, officers, employees and agents from and against any and all claims, actions, costs, liabilities, including lawyers' fees, arising out of or related to this Power of Attorney and keep the Firm indemnified against any loss, damage or expense incurred by it as a result of the Firm acting on such instructions. This indemnity shall be effective:

- whatever the circumstances giving rise to such loss, damage or expense;
- whatever the knowledge, acts or omissions of the Firm in relation to any other account held by any other person or body (including the Agent named above) with the Firm.

The Customer further agrees that this indemnity shall extend to loss, damage or expense incurred by the Firm in reversing incorrect or erroneous instructions submitted by the Agent that result in a transaction that must, for the protection of the Firm or its other customers or for reasons of market integrity, be reversed.

The Customer acknowledges and accepts the inherent risk that online or electronic communications may not reach their intended destination or may do so much later than intended for reasons outside your control. The Customer accepts that it bears the risk of the Agent's instructions being lost for any reason whatsoever (including, without limitation, malfunctions in any electronic or the online trading system).

The Customer accepts that if the Firm chooses not to place limits or controls on the Agent's trading, or if such limits or controls fail for any reason, the Firm will not exercise oversight or control over instructions given by the Agent and the Customer accepts full responsibility and liability for the Agent's actions in such circumstances; including but not limited to being liable without restriction for any negative balance arising on the Customer's account by reason of trades or other dealings made on said account by the Agent.

The Customer undertakes to ratify whatever the Agent does under the authority or purported authority of this power. The Customer agrees to indemnify the Agent against all expenses, losses and liabilities incurred by it when acting in pursuance of this power.

This authorisation may only be amended or revoked by the Customer in writing. Unless notified otherwise in writing by the Firm, any such variation or revocation will be effective within two working days of it being received by the Firm. The Customer acknowledges that it will remain liable for all instructions given to the Firm prior to the revocation/ variation being effective, and that it will be responsible for any losses which may arise on any trades which are open at such time. The Customer will indemnify and keep the Firm indemnified in respect of any such losses.

The Agent agrees to indemnify and hold the Firm, and its affiliates, and its and their successors and its and their directors, officers, employees and agents harmless from and against all claims, actions, costs including lawyer's fees, arising out of or relating to any breach of any provision of this Power of Attorney or the Firm's Customer Agreement with the Customer by the Agent; the performance or non-performance of trades placed by the Agent or any action by the Agent in connection with the Customer's account(s); and any dispute involving the Agent and the Customer.

This Deed shall be governed by and construed in accordance with the laws of the British Virgin Islands (BVI) and I irrevocably submit to the jurisdiction of the BVI courts in relation to any dispute arising out of this Deed.

**The Customer**

Name of Customer \_\_\_\_\_

Customer's User Name with THE "FIRM" (if known) \_\_\_\_\_

As the Customer is **an/ are individual(s)**, they should sign below with a Witness present: -

Signed \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME \_\_\_\_\_

***in the presence of: -***

**Witness**

Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

**The Attorney**

I \_\_\_\_\_ **(full name of Agent)**

declare that I am the Agent referred to above and that the following is my true signature and that I am an authorised signatory of the Customer.

I authorise such electronic searches at Credit Reference Agencies as are necessary in order to try and verify my identity, however, I understand that in the event that this is not possible, identity and proof of address documents will be necessary (contact the Firm for further details).

Signed \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Contact telephone number \_\_\_\_\_