

JOINT ACCOUNT AGREEMENT

THIS AGREEMENT dated _____ among **OANDA Corporation** (“OANDA”) and _____ (the “**Existing Account Holder**”) and _____ (the “**Additional Account Holder**”);

WHEREAS the Existing Account Holder is currently registered with OANDA Corporation (“OANDA”) as the owner of FXTrade Account Number: _____ (the “**Account**”);

AND WHEREAS the Existing Account Holder wishes to add the Additional Account Holder as an owner of the Account and the Additional Account Holder wishes to be so added;

NOW THEREFORE in consideration of the covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Existing Account Holder, the Additional Account Holder and OANDA agree as follows:

1. The Additional Account Holder acknowledges having downloaded from OANDA’s web site, or otherwise obtained each of the following documents: (a) Risk Disclosure Statement, (b) Consent to Conduct Business Electronically, (c) Customer Agreement and (d) Customer Application Form (collectively the “**OANDA Documents**”), and has read, understood and agrees to the terms and conditions of, each of the OANDA Documents.
2. The Additional Account Holder is hereby added as an owner of the Account and the Additional Account Holder shall be bound to the terms and conditions of each of the OANDA Documents; and subject to the same obligations thereunder; as is the Existing Account Holder.
3. The obligations of the Existing Account Holder and the Additional Account Holder pursuant to the OANDA Documents, including but not limited to any indemnities and/or warranties provided thereunder, shall bind each of them severally and all of them jointly.
4. OANDA is authorized to act on the instructions of the Existing Account Holder or the Additional Account Holder, without further inquiry with regard to all transactions in any way related to the Account, including without limitation, the placement of orders and entering into of trades on the FXTrade system, and the disposition of any or all of the assets in the Account. OANDA shall have no responsibility or obligation for further inquiry into such apparent authority, and shall bear no liability for the consequences of any acts or omissions made in reliance upon any such instructions.
5. It is agreed that in the event of the death of either of the Existing Account Holder or the Additional Account Holder (each an “Account Holder”), the surviving Account Holder shall immediately give OANDA written notice thereof, and OANDA may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion and/or restrict transactions in the Account as OANDA may deem advisable to protect itself against any tax, liability, penalty or loss, under any present or future laws or otherwise. The estate of the deceased Account Holder and the surviving Account Holder shall continue to be liable, jointly and severally, to OANDA for any obligations incurred prior to OANDA’s receipt of written notice of the death of the Account Holder, or for any costs incurred by OANDA, including any reasonable attorney fees, in the liquidation of the Account or adjustment of the interests of the Account Holders.
6. The Account Holders agree and acknowledge that the form of ownership of the Account will be as indicated below by their initials:

_____ **Joint Tenants with Rights of Survivorship.** It is the express intention of the Account Holders to create an estate or account as joint tenants with rights of survivorship and not as tenants-in-common. In the event of the death of either of the Account Holders, the entire interest in this Account shall be vested in the surviving Account Holder on the same terms and conditions as previously held, without in any manner releasing the deceased Account Holder’s estate from the liability provided in Section 5.

_____ **Tenants-In-Common.** It is the express intention of the Account Holders to create an account or estate as tenants-in-common. The percentage of ownership of each Account Holder shall be as indicated below. Any taxes, costs or expenses payable as a result of the death of an Account Holder shall, so far as possible, be deducted from the interest of the estate of the deceased Account Holder. This provision shall not release the deceased Account Holder's estate from the liability provided in Section 5.

Existing Account Holder: _____ % interest

Additional Account Holder: _____ % interest.

7. Except as expressly provided in this agreement, the OANDA Documents shall remain in full force and effect, unamended.
8. This agreement may be executed in several counterparts, and by facsimile transmission. Each counterpart shall be deemed to be an original and all counterparts together shall constitute one and the same agreement.

[EXISTING ACCOUNT HOLDER]

[ADDITIONAL ACCOUNT HOLDER]

OANDA CORPORATION

Per: _____