

## Supplement to the Framework Agreement – CFDs Service Variant

Date of conclusion of the CFDs service variant agreement between OANDA TMS and the Client:	
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1. Within the CFDs service variant, OANDA TMS provides the Client with brokerage services: execution of orders to buy or sell Financial Instruments, safekeeping and administration of Financial Instruments, maintenance of Cash Accounts, and currency exchange.
2. In the CFDs service variant, OANDA TMS maintains an Account providing access to the Financial Instruments listed in the *Specification of Financial Instruments CFDs*.
3. Detailed principles for the provision of services in the CFDs service variant are set out in the *Terms and Conditions for the provision of order execution services by OANDA TMS Brokers S.A., as well as the maintenance of cash accounts and registries and currency exchange* (hereinafter in this supplement as "**Terms and Conditions**"), and Contractual Documentation indicated therein, in particular in the *Order Execution Policy at OANDA TMS Brokers S.A., Table of Fees and Commissions CFDs, Description of Financial Instruments and Risk Description, Specification of Financial Instruments CFDs*.
4. The Client hereby represents that the Contractual Documentation is sufficient to understand the nature of the service provided to the Client. The Client represents in particular that they have familiarized themselves with the document *Description of Financial Instruments and Risk Description* constituting an integral part of the Framework Agreement, fully understands and accepts its provisions.
5. Currently applicable trading terms are available in the Transaction System and on the OANDA TMS website.
6. Execution of orders to buy or sell Financial Instruments submitted by the Client in the CFDs service variant consists of OANDA TMS concluding, on its own account, agreements for the purchase or sale of Financial Instruments directly with the Client, to which the Client consents.
7. The service of safekeeping and administration of Financial Instruments consists of maintaining accounts and registries related to Transactions concluded by the Client, recording the balances of Financial Instruments in the Registry of Financial Instruments, maintaining a Cash Account to service the Client's funds, and maintaining the Operational Registry.
8. The currency exchange service consists of OANDA TMS accepting foreign currencies and selling them for the Client's account, as well as buying foreign currencies for the Client's account, in connection with the brokerage services provided to the Client.
9. Funds accumulated on the Cash Account may bear interest if the Terms and Conditions or an individual agreement so provide. In the absence of such provisions, no interest is due. Interest earned on deposited funds constitutes OANDA TMS's remuneration for maintaining the Cash Account and is intended to cover operating costs related to registering Financial Instruments.
10. The Client hereby accepts OANDA TMS's right to:
  - 1) close at least one Position, recorded in the Client's Registry of Financial Instruments, in whole or in part when such action is necessary to maintain the appropriate Margin Level in cases and on conditions specified in the Terms and Conditions, or
  - 2) close any Positions recorded in the Client's Registry of Financial Instruments, in a quantity necessary to restore the proper level of Free Cash, in cases and on conditions specified in the Terms and Conditions.
11. The Client hereby consents to the execution of their Orders in the CFDs service variant outside a trading venue (OTC).
12. The Client hereby consents to the withdrawal by OANDA TMS from a concluded Transaction or a change by OANDA TMS of the transaction price (price of the Financial Instrument) at which the Transaction was concluded, in cases and on principles specified in the Terms and Conditions.
13. The Client hereby represents that they have been informed of the existence of Conflicts of Interest specified in the "Information Sheet about OANDA TMS", including the Conflict of Interest consisting of the fact that OANDA TMS executes orders by concluding agreements for the purchase or sale of Financial Instruments on its own account directly with the Client. As a result, the Client's negative result may constitute a proprietary gain for OANDA TMS. The Client, despite the existence of this Conflict of Interest, expressly confirms the will to conclude the agreement for the provision of services in the CFDs service variant.