

Framework Agreement No. _____

concluded on _____ in Warsaw, between

OANDA TMS Brokers S.A., with its registered office in Warsaw, address: Rondo Daszyńskiego 1, 00-843 Warsaw, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000204776, holding REGON 015715078, NIP 526-27-59-131, share capital (fully paid up): PLN 3,537,560.00, holding the status of a large entrepreneur within the meaning of the Act on Counteracting Excessive Delays in Commercial Transactions, hereinafter referred to in this Agreement as "**OANDA TMS**", represented by:

_____ and _____ (name and surname/entity name),

_____ (PESEL/REGON/address)

_____ hereinafter referred to in this Agreement as the "**Client**".

OANDA TMS and the Client are hereinafter referred to jointly as the "**Parties**", and individually as a "**Party**".

OANDA TMS informs that, unless you were notified otherwise, you have been assigned the status of a **Retail Client**, for whom the highest level of protection is envisaged. We also inform you that you may submit a request to change the assigned client category. Such a change may result in a lower level of protection available to you. Detailed principles regarding the treatment of Clients by OANDA TMS, rules for changing the client category, and the client category change request form are available in the *Client Classification Policy at OANDA TMS Brokers S.A.* provided to you as part of the Contractual Documentation set.

§ 1 Services and Service Variants

- OANDA TMS undertakes to provide the Client with the services indicated in the supplements to this Framework Agreement. Services shall be provided on the terms specified in the Contractual Documentation, which consists of:
 - this framework agreement and the supplement to the Framework Agreement specific to the relevant service variant (hereinafter collectively as: "**Framework Agreement**"),
 - the relevant terms and conditions specified in the supplement to the Framework Agreement (hereinafter each such terms and conditions shall be referred to as: "**Terms and Conditions**"),
 - other documents specified in the relevant Terms and Conditions, in particular in the relevant table of fees and commissions.
- Available service variants together with relevant templates of supplements to the Framework Agreement are indicated on the OANDA TMS website.
- All capitalized terms that have not been defined otherwise in the Framework Agreement shall have the meaning assigned to them in the relevant Terms and Conditions indicated in the supplement to the Framework Agreement.
- The general part of the Framework Agreement and the supplement regarding the relevant service variant are collectively referred to as the Framework Agreement. Whenever the Framework Agreement is referred to without a reference to a specific supplement, it should be understood as both its general part and the appropriate supplement.
- In the event of discrepancies, the provisions of the supplement shall take precedence over the general part of the Framework Agreement.
- The Terms and Conditions and other documents constituting the Contractual Documentation also form an integral part of the agreement between OANDA TMS and the Client determining the principles of providing services to the Client.
- OANDA TMS has the right to make amendments to the Contractual Documentation on the terms specified in the Terms and Conditions, and the Client undertakes to familiarize themselves with changes to these documents. OANDA TMS shall use its best endeavours to ensure that, in the above case, the Client's interests are not harmed.
- OANDA TMS provides the services referred to in the Framework Agreement on the basis of an authorisation issued by the Polish Securities and Exchanges Authority (*Komisja Papierów Wartościowych i Giełd*) and an authorisation issued by the Polish Financial Supervision Authority (*Komisja Nadzoru Finansowego*), and its activity when providing services based on this agreement is subject to the supervision of the Polish Financial Supervision Authority.
- The place of performance of the Framework Agreement is Warsaw.

§ 2 Client Representations and Consents regarding all service variants

- The Client hereby represents that:
 - they have full capacity to perform legal acts and are not subject to any restrictions under generally applicable laws that would prevent them from concluding Transactions under the Framework Agreement,

- 2) all information and representations provided or submitted by the Client are true and up-to-date at the moment of their provision or submission,
 - 3) in the event that the Client is subject to matrimonial community of property (including statutory community) with their spouse, their spouse has consented to the conclusion of the Framework Agreement by the Client, the conclusion of Transactions by the Client under this Framework Agreement, and the submission by the Client of all instructions and requests under the Framework Agreement,
 - 4) they have regular access to the Internet and consent to receiving information from OANDA TMS via the website indicated in the "Information Sheet about OANDA TMS" and the online services available there, applications to access the Transaction System, and electronic mail,
 - 5) they consent to all information being directed to them in electronic form, unless they have submitted a written request for the delivery of specific information in paper form,
 - 6) they are aware that OANDA TMS, under applicable laws, in particular regarding anti-money laundering and countering the financing of terrorism, may be obliged to suspend transactions or block accounts or the entire Account. OANDA TMS is not liable for the consequences of fulfilling these obligations resulting from applicable law,
 - 7) they consent to the set-off by OANDA TMS of commissions and fees due to OANDA TMS in respect of provided services, as set out in the Contractual Documentation, from amounts deposited in the Client's Cash Account and from amounts due from the settlement of Transactions. The set-off shall occur in accordance with the principles specified in the Terms and Conditions.
2. The Client acknowledges that entering into transactions involving Financial Instruments may subject them to legal reporting obligations, including, among others, the obligation to report currency exposures to the National Bank of Poland and obligations regarding short selling and credit default swaps in accordance with Regulation (EU) No 236/2012 of the European Parliament and of the Council of 14 March 2012 on short selling and certain aspects of credit default swaps. Fulfilling these obligations is the Client's sole responsibility, and OANDA TMS does not provide reporting services in this regard and bears no liability for their performance.
 3. The Client undertakes to inform OANDA TMS of all legal events affecting the existence and content of rights recorded by OANDA TMS and to present OANDA TMS with appropriate documents confirming this status in accordance with applicable laws.
 4. A Client who is a natural person not conducting business activity, upon concluding the Framework Agreement, declares that the market data to which they have obtained access as part of the performance of the Framework Agreement (hereinafter: "Market Data") will be used by the Client solely for private purposes unrelated to business or professional activity and undertakes not to transfer any passwords enabling third parties access to Market Data and not to transfer Market Data to third parties in any other way, directly or indirectly.
 5. The Client's personal data, including in particular name and surname and address of residence, may, at the request of the Market Data provider, be transferred by OANDA TMS to such entity for control purposes, of which the Client has been informed and to which the Client hereby consents.
 6. The Client hereby declares that they are aware of the risks specified in the "Description of Financial Instruments and Risk Description", and knows that these risks may not exhaust the catalogue of risks associated with investing in Financial Instruments, and in case of doubt, may turn to OANDA TMS for an explanation of the characteristics of products and services and the risks associated with them.
 7. The applicable versions of the Contractual Documentation will be available to the Client on the websites indicated in the "Information Sheet about OANDA TMS", and also, to the necessary extent, delivered on a Durable Medium. The Information Sheet about OANDA TMS or the Terms and Conditions may specify the method of such delivery. The Client hereby consents to the provision of information referred to in Art. 46, 47, 48, 49, 50, and 66 para. 3 of Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive via the website.

§ 3 Netting

1. Claims of OANDA TMS resulting from the Framework Agreement may be the subject of:
 - 1) if the Client is a natural person or holds the status of a Retail Client – immediate set-off made by OANDA TMS against the Client's claim, on the basis of a legal relationship established between entities of civil law referred to in the Framework Agreement and in accordance with the relevant Terms and Conditions.
 - 2) if the Client is not a natural person and is not a Retail Client – immediate netting (set-off) made by OANDA TMS against the Client's claim, on the basis of a Netting Clause within the meaning of the relevant Terms and Conditions. Netting performed on the basis of a Netting Clause is admissible also when the claims are not due.
2. By performing the set-offs (netting) referred to above:
 - 1) the net amount resulting from the calculation of mutual claims of OANDA TMS and the Client is payable to the Party whose claim or sum of claims is higher;
 - 2) the claim for payment of the amount referred to in point 1) above is due, also when only the claim of the party performing the set-off is due.
3. Cases in which performing set-offs on the basis of the Framework Agreement is possible and detailed principles of settlement between the Parties following the realization of OANDA TMS's rights are specified in the relevant Terms

and Conditions.

4. The Framework Agreement constitutes simultaneously a netting agreement within the meaning of Part Three of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012. Provisions regarding the set-off of mutual claims contained in the Act of 23 April 1964 - Civil Code and the Act of 28 February 2003 Bankruptcy Law apply accordingly to the Framework Agreement.
5. OANDA TMS and the Client hereby agree that in the event of non-performance by the Client of any obligations resulting from the Framework Agreement due to their failure to comply with the terms of the Framework Agreement, bankruptcy, liquidation, or other circumstances of a similar nature, the amount due to OANDA TMS or due from it shall constitute only the net sum of positive and negative values of individual Transactions covered by the Framework Agreement, valued according to their current market value.
6. In the case of bankruptcy involving the liquidation of the Client's assets, the set-off of mutual claims of OANDA TMS and the Client is admissible if both claims existed on the day of the declaration of the Client's bankruptcy, even if the due date of one of them had not yet occurred.
7. The results of netting referred to above may also be taken into account when calculating by OANDA TMS the aggregated exposure exposed to credit risk of a given Client.

§ 4 Personal Data Processing

1. OANDA TMS informs the Client that it is the controller of the Client's personal data provided by the Client.
2. The Client represents that for the purpose of concluding and performing the Framework Agreement, including for the purpose of fulfilling obligations related thereto resulting from legal regulations, they have voluntarily provided personal data which are processed by OANDA TMS.
3. The Client represents that the provided data are current and true and simultaneously undertakes to update them immediately in the event of any change.
4. The Client hereby authorizes OANDA TMS to transfer necessary personal data or financial data regarding transactions concluded on the Client's Account, copies of documents regarding the Client, or other information to Entities Cooperating with OANDA TMS, which exchange information with the Client or OANDA TMS, solely for the needs of performing the Framework Agreement or agreements which the Client or OANDA TMS has concluded with these entities for the purpose of performing the Framework Agreement or the aforementioned agreements.
5. For the purpose of the paragraph above, "Cooperating Entities" are understood as entities owned, controlled by, or under common control with OANDA TMS, or entities that remain in ongoing cooperation with OANDA TMS, such as banks, investment firms, auditors, companies providing other financial services, market data providers, introducing brokers, IT companies, consulting companies, or courier companies and postal operators. The Client hereby authorizes these entities to receive the information or documents described above and to use them solely for the needs of performing obligations described in relevant agreements concluded by OANDA TMS with Cooperating Entities in the scope necessary to perform the Framework Agreement.
6. The Client represents that when transferring to OANDA TMS, in connection with the conclusion and performance of the Framework Agreement, any personal data belonging to persons on whose behalf they act, they possess the appropriate consent of these persons and undertake to fulfill any duties to inform them on behalf of OANDA TMS referred to in generally applicable laws, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Official Journal of the EU L119 of 4 May 2016) using the information clause found on the website www.tms.pl/RODO ("Privacy Policy for Clients - Real Accounts").
7. Detailed information regarding the processing of personal data by OANDA TMS is contained in the "Privacy Policy for Clients - Real Accounts" available on the website www.tms.pl/RODO.

§ 5 Validity and Amendments of the Framework Agreement

1. The Framework Agreement has been concluded subject to a condition precedent requiring the successful verification of the Client's identity by OANDA TMS performed in accordance with OANDA TMS's internal procedures on the basis of data and documents regarding the Client, in accordance with applicable regulations on anti-money laundering and countering the financing of terrorism. OANDA TMS performs the above check and informs the Client whether the above condition precedent has been fulfilled, no later than within 90 days from the date of acceptance of the Framework Agreement by the Client. The Framework Agreement enters into force at the moment OANDA TMS informs the Client that the above condition precedent has been fulfilled, or expires after the lapse of 90 days from the date of acceptance of the Framework Agreement by the Client.
2. The Parties may at any time extend or limit cooperation by specific service variants. Adding a new service variant requires the conclusion of an appropriate supplement, and withdrawal from it requires its termination or cancellation. Termination of only one service variant shall be governed by the same principles as the termination of the entire agreement, and shall not affect the remaining service variants.
3. Extension of the agreement by a new service variant requires an agreement between the Client and OANDA TMS. Confirmation of OANDA TMS's consent to the extension of the agreement is effected by delivering to the Client the updated Framework Agreement with the new supplement.
4. In the case of concluding an agreement regarding more than one service variant, the provision of services by OANDA

TMS to the Client under a given service variant commences at the moment of activation of the first Account in that service variant.

5. The Framework Agreement is concluded for an indefinite period.
6. The Framework Agreement may be terminated on the terms specified in the relevant Terms and Conditions.
7. If the Framework Agreement was concluded in written form, it was drawn up in two identical counterparts, one for each of the Parties.
8. The Framework Agreement is subject to Polish law and should be interpreted in accordance with it.
9. Disputes related to the Framework Agreement or claims resulting from it are subject to the jurisdiction of Polish courts.
10. The above provisions are without prejudice to the rights of consumers to benefit from protection regarding the application of the law or jurisdiction of the consumer's place of residence.

OANDA TMS

The Client

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