Information sheet about OANDA TMS

1. COMPANY INFORMATION:

OANDA TMS Brokers Spólka Akcyjna with its registered office in Warsaw (hereinafter: "**OANDA TMS**"), entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under number KRS 0000204776, Tax Identification Number (NIP): 526-27-59-131

2. DIRECT CONTACT:

OANDA TMS BROKERS S.A. Rondo Daszyńskiego 1, 00-843 Warsaw, Poland, Warsaw Unit, 20 th floor, telephone +48 22 27 66 200, e-mail: dommaklerski@tms.pl,
websites dedicated to Clients:

Language	**website**
Polish	www.tms.pl
Lithuanian	https://www.tmsbrokers.com/lt
Latvian	https://www.tmsbrokers.com/lv
Czech,	https://www.tmsbrokers.com/cz
Russian	https://www.tmsbrokers.com/ru
Ukrainian	https://www.tmsbrokers.com/ua
English	https:// oanda.com/eu-en
Germany	https:// oanda.com/ eu-de
Spanish	https:// oanda.com/eu-es
Italian	https:// oanda.com/eu-it
French	https:// oanda.com/ eu-fr
Dutch	https:// oanda.com/eu-nl
Portuguese	https:// oanda.com/eu-pt
Romanian	https:// oanda.com/eu-ro

3. LANGUAGES OF COMMUNICATION OF OANDA TMS

OANDA TMS Clients can communicate with OANDA TMS in Polish, English, French, German and Spanish depending on agent availability. The information and documents provided to the Clients are prepared generally in Polish and in English. Some documents are prepared also in other languages. OANDA TMS may designate a person to provide explanations regarding the services provided in the Lithuanian, Latvian, Spanish, Russian, Ukrainian, Czech, French, German, Dutch.

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

4. METHODS OF CLIENT COMMUNICATION WITH OANDA TMS:

The Client can contact OANDA TMS:

a) in person at the Customer Service Point (POK) during the business hours of POK, located at the address specified in section 2,
b) in person in other manner,
c) by phone during OANDA TMS business hours - phone numbers below,
d) via electronic mail - addresses below:

Languages	Customer Service	Sales Department	Corporate Advisory Department
Polish	dok@tms.pl 22 27 66 282, +48 699580276. from 8 AM til 6 PM CET	22 27 66 280 sales@tms.pl	ddk@tms.pl +48 22 27 66 256 +48 22 27 66 258
Lithuanian, Latvian, Czech, Russian, Ukrainian	cxsupport@oanda.com (+48)699580276 from 9:00 til 17:00 PM CET	info.eu@oanda.com (+48)699580283	-
English	cxsupport@oanda.com +35 620345018, +48 699580276 from 8 AM til 6 PM CET	+356 20345018 cxsupport@oanda.com More information can be found here:: https://www.oanda.com/eu-en/contact	-
Germany	cxsupport@oanda.com (+49)6995019607 from 8 AM til 6 PM CET	(+49)6995019606 info.eu@oanda.com More information can be found here: https://www.oanda.com/eu-en/contact	-
Spanish	cxsupport@oanda.com (+34)910479707 from 8 AM til 6 PM CET	(+34)919464848 info.eu@oanda.com cxsupport@oanda.com More information can be found here: https://www.oanda.com/eu-en/contact	-
Italian	cxsupport@oanda.com +35 620345018, +48 699580276 from 8 AM til 6 PM CET	+39 0684009607 info.eu@oanda.com	
French	cxsupport@oanda.com (+33)182884361 from 8 AM til 6 PM CET	(+33)184131722 info.eu@oanda.com More information can be found here: https://www.oanda.com/eu-en/contact	-
Dutch	cxsupport@oanda.com +35 620345018, +48 699580276 from 8 AM til 6 PM CET	+31 203233130 info.eu@oanda.com	

e) Via an online chatbot accessible within the help center at https://help.oanda.com/ .
f) Via the WhatsApp messenger and the chat accessible within the registration form.

Methods of submitting orders to OANDA TMS:

a) by phone (in Polish and in English only) during OANDA TMS business hours at the following numbers: 22 27 66 287,
b) in writing,

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

c) electronically via the MetaTrader 5 Trading System (MT5) or the OANDA TMS Smart Trading App,

d) electronically via the platform https://www.tradingview.com/ (TradingView Inc.).

Current telephone numbers are published on the OANDA TMS websites (websites indicated in point 2 of this document).

In order to process payments and withdrawals of Clients' funds related to the services provided, the following bank accounts, held for OANDA TMS by mBank S.A. branch in Warsaw, can be used:

For CFDs:

- PLN account PL24 1140 1010 0000 3212 4600 1047
- EUR account PL67 1140 1010 0000 3212 4600 1049
- USD account PL13 1140 1010 0000 3212 4600 1051
- CZK account PL51 1140 0000 0000 3212 4600 1101
- GBP account PL24 1140 0000 0000 3212 4600 1102
- RON account PL29 1140 0000 0000 3212 4600 1109

For Stocks:

- PLN account PL14 1140 0039 0000 3212 4600 1095
- EUR account PL57 1140 0039 0000 3212 4600 1097
- USD account PL03 1140 0039 0000 3212 4600 1099
- CZK account PL72 1140 0000 0000 3212 4600 1111
- RON account PL45 1140 0000 0000 3212 4600 1112

5. LICENSE AND SUPERVISION AUTHORITY:

Licences to conduct brokerage activities were granted to OANDA TMS by the Securities and Exchange Commission (currently: Polish Financial Supervision Authority) number KPWiG-4021-54-1/2004 of 26 April 2004. OANDA TMS also uses the notification mechanism for cross-border activities in some EEA countries.

Supervisory authority: Polish Financial Supervision Authority, ul. Piękna 20, 00-549 Warsaw, Poland; telephone no.: +22 262 50 00.

6. SCOPE OF SERVICES PROVIDED:

OANDA TMS may provide to its Clients the following brokerage services:

a) receiving and transmitting orders to buy or sell financial instruments;
b) executing orders to buy or sell financial instruments for the account of the principal;
c) safekeeping or recording financial instruments, including maintaining securities accounts and cash accounts;
d) providing investment advice;
e) currency exchange if it is related to brokerage activities to the extent specified in art. 69 par. 2 of the Act,
f) preparing investment research, financial analyses and other forms of general recommendations relating to transactions in financial instruments.
g) granting cash loans in order to execute a transaction involving one or more financial instruments if the transaction is to be executed through an investment firm providing a loan.
h) performing the above listed activities involving underlying instruments of derivatives, specified in Article 2 clause 1 items 2 d-f and i of the Act, if these activities are related to brokerage activities.

The up-to-date information on the scope of services provided is available on OANDA TMS websites indicated in point 2 of this document).

A Stocks service variant account may be held by OANDA TMS only for:

a) Clients who are natural persons whose address of residence;
b) Clients who are natural persons conducting business activity, whose address of residence and address of the main place of business activity;
c) Clients who are legal persons or organizational units without legal personality, whose registered office address;

- indicates a member state of the European Union, subject to the receipt by the Client of an acceptable level of risk, subject to the following:

A Stocks service variant account **cannot be held by OANDA TMS for:**

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

a) Clients who are natural persons whose citizenship or address of residence and country of birth;
b) Clients who are natural persons conducting business activity, whose citizenship, address of residence or address of the main place of business activity;
c) Clients who are legal persons or organizational units without legal personality, whose registered office address;
d) Beneficiaries of actual legal persons or organizational units without legal personality, whose citizenship or residence address,

indicates Russian Federation or Belarus.

7. KEY PRINCIPLES OF ASSET PROTECTION:

Definitions:

a) **Stocks Financial Instruments** shall mean financial instruments available in Stocks service variant .
b) **Other Financial Instruments** shall mean Financial Instruments other than Stocks Financial Instruments .

Funds entrusted by OANDA TMS Clients in connection with the provision of brokerage services by OANDA TMS should not be seized in the event of enforcement proceedings against OANDA TMS. In the case of declaration of bankruptcy, such funds will not constitute a part of the OANDA TMS bankruptcy estate.

Funds deposited in the Client's Cash Account shall not, as a rule, earn interest. The benefits obtained from the funds deposited in the Client's Cash Account constitute the remuneration of OANDA TMS for keeping the Client's Cash Account and are intended to cover operating costs related to the registration of financial instruments. Any terms of interest on funds are included in the Table of Fees and Commissions or shall be determined on an individual basis in accordance with generally applicable laws.

The terms and conditions of any securities or pledges that are or may be established on Client's financial instruments or funds in favor of OANDA TMS, as well as information about any rights to compensation set out by OANDA TMS in relation to such financial instruments or funds of the Client are set out in the terms of business, as specified in point 8 below, applicable to a given service.

Other Financial Instruments and cash are held by OANDA TMS on individual accounts and registers maintained for individual Clients, separately from OANDA TMS own assets.

OANDA TMS participates in the compensation scheme operated by Krajowy Depozyt Papierów Wartościowych S.A. whose aim is to collect funds for payments up to the amount set out in the Act on Trading in Financial Instruments.

The compensation scheme ensures the protection of assets to investors specified in the Act by ensuring cash payments and compensating the value of lost financial instruments due to brokerage services provided to Clients in the scope of activities specified in point 6 letter a-e above, in the following cases:

a) bankruptcy of the brokerage house is declared or restructuring proceedings are open,

b) bankruptcy petition is validly dismissed due to the fact that assets of the brokerage house are insufficient to cover costs of proceedings or are only sufficient to cover costs of proceedings,

c) the Polish Financial Supervision Authority decides that the brokerage house is not able, for reasons strictly related to the financial situation, to fulfil its obligations under investors' claims and it is not possible to fulfil them in the nearest future.

The compensation scheme secures the payment of Client's funds, reduced by the brokerage house's receivables from the Client for the services provided up to the PLN equivalent of EUR 3 000 — in 100% of the funds covered by the compensation scheme and 90% of the surplus over this amount, save that the upper limit of funds covered the compensation scheme is the PLN equivalent of EUR 22 000. The above amounts determine the maximum amount of the Clients' claims irrespective of the amount and number of accounts held, or the amount of receivables.

A detailed description of the principles of protection of Clients' assets guaranteed by the compensation scheme can be found in the Act and on the website www.kdpw.pl.

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

Clients' funds deposited in separate bank accounts maintained for OANDA TMS are covered by the deposit guarantee system of the Bank Guarantee Fund ("BGF"). The maximum amount of funds that may be returned to one Client under the BGF guarantee in a given bank is the PLN equivalent of EUR 100 000, regardless of the amount and number of accounts the Client had cash in this bank or on the basis of how many debts he is entitled to receivables from this bank. The basis for calculating the amount due to the Client from the BGF is the sum of all amounts due from the Client to a given bank. The guarantee covers the funds of a given Client within the limits resulting from his share in the amount accumulated on the bank account kept for OANDA TMS.

Clients' receivables unpaid from the guarantee or compensation system constitute a claim against OANDA TMS.

Stocks Financial Instruments are stored on an omnibus account kept by a foreign custodian for OANDA TMS. The holder of the omnibus account is OANDA TMS. OANDA TMS keeps registers of its Clients for whom it keeps the Stocks Financial Instruments on its omnibus account. OANDA TMS, when selecting a custodian that will be entrusted with keeping Clients' Stocks Financial Instruments, exercises due diligence, in particular taking into account:

a) the possessed specialist knowledge and experience guaranteeing the security of the kept Stocks Financial Instruments;
b) complying with all the requirements necessary to keep Stocks Financial Instruments, including in particular having the relevant permits or approvals required in accordance with the provisions of the law of the country where the Stocks Financial Instruments are to be kept;
c) the opinion the depositary has on the market where it provides services;
d) the possibility of ensuring that OANDA TMS performs periodic control of activities related to the storage of the Client's Stocks Financial Instruments and the systems, devices and procedures used for this purpose.

The rules for maintaining omnibus accounts are governed by the law of the country in which the custodian operates. For this reason, the Client's rights may be regulated in a different way than under Polish law, and an investment in Stocks Financial Instruments involves additional risks, in particular the risk of bankruptcy or liquidation of the custodian.

As a rule, the Stocks Financial Instruments are kept separately from the instruments of OANDA TMS and the custodian. If, due to the relevant legal regulations in force in the country of the custodian's seat, it is not possible to store Client's Stocks Financial Instruments separately from the instruments of OANDA TMS and the custodian, OANDA TMS shall immediately notify the Client thereof and obtain their consent to such entrustment.

The custodian may transfer the Stocks Financial Instruments for safekeeping to a third party (sub-custodian). Due to the storage of Stocks Financial Instruments with the participation of a custodian or third parties, OANDA TMS identifies in particular the following risks:

a) in the event of the bankruptcy of the custodian or a third party, the Stocks Financial Instruments may not be excluded from the bankruptcy estate and therefore may not be protected against the bankrupt's creditors,
b) in the event of bankruptcy of the custodian or a third party, the law of the country in which the bankrupt provides services may provide for limits on the value of funds guaranteed to OANDA TMS Clients,
c) the risk of non-continuity of the operation of the depositary or third party.

8. TERMS OF THE PROVISION OF SERVICES:

Detailed terms of the provision of brokerage services by OANDA TMS are defined by following documents:

For the execution of orders, as well as maintenance of cash accounts and registers, and foreign exchange services:

- **CFDs , Stocks:**

a) OANDA TMS Terms of business governing the provision of services for the execution of orders by OANDA TMS Brokers S.A., as well as maintenance of cash accounts and registers, and foreign exchange,
b) Framework Agreement,
c) Customer Data Sheet,
d) Description of financial instruments and risks,
e) Best execution policy in OANDA TMS Brokers S.A.,
f) Table of Fees and Commissions applicable to the service variant,
g) Financial Instruments Specification applicable to the service variant,

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

h) List of Financial Instruments – Stocks,
i) Resolutions of the President of the Management Board of OANDA TMS.
j) Key Information Document,
k) Rollover Table,
l) Table of Swap Points,
m) this Information Sheet about OANDA TMS with attachments.

As regards the service variant of CFDs and Stocks, OANDA TMS offers the Client, in order to conclude transactions, direct access to the MetaTrader 5 Transaction System.

Above service variants are available via a web browser, the mobile version of the OANDA TMS Smart Trading App and the installation version.

Detailed information on individual functionalities is provided in the Specification of Financial Instruments appropriate for a given service variant.

- **For investment advice services:**

a) Regulations for advisory services in the field of financial instruments by OANDA TMS BROKERS S.A.,
b) Agreement for the provision of consultancy services in the field of financial instruments by OANDA TMS BROKERS S.A.,
c) Client Data Card,
d) Characteristics of financial instruments and description of risks,
e) Regulations for managing conflicts of interest in the OANDA TMS S.A
f) Resolution of the President of the Management Board of OANDA TMS.,
g) this Information Sheet about OANDA TMS with attachments.

For preparation of recommendations of a general nature:

a) Regulations for preparing recommendations of a general nature by OANDA TMS BROKERS S.A.,
b) this Information Sheet about OANDA TMS with attachments.

For Retail Clients residing in the territory of the Kingdom of Spain, the provisions of CNMV Circular No. 1/2018 dated on 12 March, 2018 apply. OANDA TMS informs such clients about the risks associated with investments in financial instruments and receives a handwritten statement of awareness of the above risk, in accordance with the model statement included in the above CNMV Circular.

9. BUNDLING

OANDA TMS provides selected brokerage services as part of bundling. Combined sale is understood as the provision of brokerage services by OANDA TMS referred to in Art. 69 sec. 2 of the Act on the basis of one Framework Agreement or a situation in which the conclusion of a given brokerage service agreement is a condition for concluding another brokerage service agreement or the conclusion of a brokerage service agreement is a condition for concluding a brokerage service agreement, with at least one of these services may not be provided by OANDA TMS under a separate agreement.

The provision of services by OANDA TMS to Client as part of bundling does not affect the level of risk in comparison with the risks that arise from individual services that may be provided on the basis of separate agreements. The main risks related to investing in individual financial instruments are included in the document "Characteristics of financial instruments and description of risks".

The provision of services by OANDA TMS to the Client as part of bundling does not affect the amount of costs and fees related to the conclusion, performance or termination of the Framework Agreement, compared to the costs and fees that result from individual services that may be provided on the basis of separate agreements.

The CFDs and Stocks service is provided as bundling.

Termination of the Framework Agreement concluded under the bundling does not involve additional costs and fees incurred by the Client with cessation of the performance of the agreement for the provision of another service.

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

OANDA TMS does not take any actions that exclude, hinder or force the Client to choose the agreement under which the brokerage service will be provided.

The provision of services by OANDA TMS to the Client as part of bundling does not affect benefits related to the conclusion, performance or termination of the Framework Agreement, compared to the benefits that result from individual services that may be provided on the basis of separate agreements.

10. INFORMATION ON COSTS AND FEES:

The costs and fees incurred by the Client in connection with the brokerage service provided by OANDA TMS are presented in the contractual documentation, including in particular the Table of Fees and Commissions applicable to the given service. The Table of Commissions and Fees is determined by the Resolution of the President of the Management Board of OANDA TMS and communicated to the Client before the conclusion of the framework agreement. The current version of the Table of Commissions and Fees is available on the website: www.tms.pl/dokumenty https://www.tmsbrokers.com/documents and http://oanda.com/eu-en/documents and at the OANDA TMS Customer Service Point.

The costs of fees and commissions for investment advice services are included in the agreement concluded between the Customer and OANDA TMS.

11. INFORMATION ON CLIENTS' TAX OBLIGATIONS:

OANDA TMS BROKERS S.A. does not provide tax consultancy services. The presented information on the taxation of income related to the possession and trading in financial instruments should be treated as general guidance only, not constituting legal or tax advice. The only reliable source of tax regulations is the Personal Income Tax Act (hereinafter: PITA).

As from 1 January 2004 capital gains are subject to taxation pursuant to the PITA. Capital gains are subject to 19% tax rate.

Income tax is charged on income gained from the transfer for valuable consideration of securities or derivative financial instruments and from the exercise of rights arising therefrom as well as from the transfer for valuable consideration of shares in companies with legal personality, gained in the territory of the Republic of Poland, on the terms specified in Article 30b. of the PITA. The tax calculation takes into account tax deductible costs. The tax is calculated and paid by the taxpayer. Income referred to in Article 30b clause 1 of the PITA is not combined with income taxed on general principles (including income from the employment relationship) and obtained from business activity (Article 30b clause 5 in conjunction with Article 27 and Article 30c of the PITA).

By the end of February of each calendar year, OANDA TMS BROKERS S.A. will send to the Client and to the Tax Office competent for the place of residence of the Client, the information on the income obtained for the previous calendar year. The information will be included in the PIT 8C form. The PIT 8C form is an information form.

The obligation to submit a separate tax return (PIT38) and to pay the tax rests with the Client.

The taxpayer must submit the PIT 38 tax return by 30 April of the year following the tax year at the tax office competent for its place of residence.

Pursuant to Article 30b clause 1 of the PITA, income gained from the transfer for valuable consideration of securities or derivative financial instruments and from the exercise of rights arising therefrom as well as from the transfer for valuable consideration of shares in companies with legal personality and from subscription of shares (stocks) in companies with legal personality or contributions in cooperatives in return for a contribution in kind in the form other than the enterprise or its organised part, is taxed with the income tax of 19% of income earned.

Information on certain types of income: Financial instruments acquired before 1 January 2004 — profit earned from the sale of financial instruments purchased by the Investor before 1 January 2004 in the manner specified in Article 52 of the PITA is not subject to taxation. Profit earned from interest is reduced by 19% tax. Profit from interest is not reported in the annual tax return.

The Client who is registered as a taxpayer in a country other than the Republic of Poland is obliged check the tax regulations applicable in a given jurisdiction.

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

The Client should seek advice from a tax adviser, legal advisor or other person authorized to provide tax advice in order to obtain detailed information on the taxation of investment returns in individual financial instruments.

12. BASIC PRINCIPLES OF CONSIDERING COMPLAINTS:

1. The customer or potential customer may file a complaint regarding the act or omission of OANDA TMS. The complaint should be understood as any occurrence addressed to OANDA TMS by the customer or potential customer, referring to reservations regarding brokerage services indicated in the catalog of Article 69 paragraph 2 or paragraph 4 of the Act, provided by OANDA TMS in the scope covered by the supervision of the Polish Financial Supervision Authority;
2. Customers complaints may be submitted in the following forms:
   1) sending a message via the electronic complaint form available on the website www.tms.pl, www.tmsbrokers.com, www.oanda.com. in the "Contact" or by sending an electronic message to Our address for electronic delivery (e-Doręczenia) within the meaning of the Polish Act of 18 November 2020 on Electronic Delivery, i.e. to the address: AE:PL-50531-60970-AAESB-12;
   2) in writing to the following address: OANDA TMS BROKERS S.A. Rondo Daszyńskiego 1, 00-843 Warsaw;
   3) personally during working hours of OANDA TMS at OANDA TMS BROKERS S.A. Rondo Daszyńskiego 1, 00-843 Warsaw in writing or orally for the record;
   4) by phone during OANDA TMS working hours at + 48 22 27 66 200 (Languages: Lithuanian, Latvian, Russian, Czech and Ukrainian), + 35 620 345 018 (other languages).
3. OANDA TMS accepts complaints from both customers and the people who represent customer (e.g. customer's Attorney). The response to the complaint is sent to the customer.
4. The complaint should:
   1) be filed immediately after being informed of the circumstances giving rise to concern, in order to enable the complaint to be dealt with fairly;
   2) include:
      a) name and surname or company name of the Account owner;
      b) name and surname of the person submitting the complaint;
      c) number of Cash Account in OANDA TMS of the person submitting the complaint (if exist) or Client Number;
      d) for the Orders and Transactions - the number of the Order and Transaction;
      e) in the case of execution of a deposit or withdrawal - the date and amount or number of disposition of the deposit or withdrawal request;
      f) a description of the events, including a description of what the customer considers to have been carried out in breach of its instructions, agreement or regulations of the service;
      g) customer statement of the expected form of receiving a response to the complaint, in the case of submitting a complaint orally (by telephone or in person).
   3) describe the subject of the complaint in detail (indicate, inter alia, whether the complaint concerns the opening of the Position, closing of the Position, non-performance of the Order, the Order execution price);
   4) describe the time covered by the complaint and the circumstances justifying the complaint;
   5) include a clear definition of customer expectations regarding the way customer's complaint should be handled; for the purpose of determining the moment when the customer could obtain information about the occurrence of circumstances which are the subject of the complaint, the moment of the first logging after the occurrence of the event for which customer submits a complaint is considered.
5. Response to a complaint can be delivered by writing in electronic form if the complaint was submitted in electronic form, or in paper form if it was submitted in paper form, unless the Client requests a different form.
6. Customer have a right of appeal from OANDA TMS decision. An appeal may be filed in the same manner as a complaint. We will respond to the appeal within 30 days, and in particularly complicated cases, within no more than 60 days from the date the appeal was filed.. Customer's appeal is considered by a person other than the person who dealt with the complaint. If a negative decision is maintained as a result of an appeal lodged by customer, OANDA TMS reserves the right not to consider customer's further appeals, unless customer disclose new facts that will give rise to a change in the current position of OANDA TMS.
7. If the claims resulting from the complaint are not accepted:
   1) customers have the right to appeal, which you are entitled in the same procedure and deadlines apply as for complaint, additionally specifying the data identifying the complaint you are appealing against;
   2) customers have the right to request the Financial Ombudsman to examine the matter (if customers are individuals);
   3) customers have also the right to bring an action before a common court against OANDA TMS. The court having jurisdiction to hear the case shall be common court having jurisdiction over the seat of OANDA TMS BROKERS S.A. or over the place of executing the agreement.
8. The detailed procedure for filing complaints has been specified in the regulations for the provision of a given service, located on the OANDA TMS website: https://www.tms.pl/dokumenty - Polish, https://www.tmsbrokers.com/documents http://oanda.com/eu-en/documents (other languages).

12A. COMMENTS AND RESERVATIONS

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

1) In the event of Client's comments and reservations regarding the services provided by OANDA TMS, the Client shall immediately notify the same to OANDA TMS.
2) Comments and reservations may be submitted during business hours of OANDA TMS in the oral form, by telephone, in writing or using electronic means of communication.
3) OANDA TMS shall make every effort to provide explanations to comments and reservations submitted by the Client within 30 days of a receipt thereof.
4) The explanations referred to above shall be sent to the Client the form in which they were submitted or in other form specified by the Client.
5) The provisions relating to complaints shall not apply to explanations of OANDA TMS concerning comments and reservations, referred to in point 12.

13. BASIC RULES TO BE FOLLOWED IN THE EVENT OF A CONFLICT OF INTEREST:

Definitions:

1. **Conflict of interests** - circumstances known to OANDA TMS that may lead to a conflict between the interest of OANDA TMS, the Person involved, the person directly or indirectly associated with OANDA TMS and the duty of acting by OANDA TMS in a reliable manner, taking into account the best interests of the Client, as well as the known circumstances that may lead to the creation of OANDA TMS. contradiction between the interests of several clients of OANDA TMS.

2. **Person involved** - in relation to OANDA TMS means any of the following:
   1. director, shareholder of OANDA TMS, a member of the executive staff of OANDA TMS, including a member of the Management Board of OANDA TMS, or agent OANDA TMS;
   2. a director, partner or equivalent, or a member of the management staff of the OANDA TMS agent;
   3. A worker who remains with OANDA TMS in an employment contract, order or other legal relationship of a similar nature or an employee of OANDA TMS, as well as any other natural person whose services are available and under the control of OANDA TMS or OANDA TMS and who participates in rendering services and performing brokerage activities of OANDA TMS;
   4. a natural person who is directly involved in the provision of services to OANDA TMS or OANDA TMS under the agreement referred to in Art. 81a paragraph 1 of the Act, in connection with the brokerage services provided by OANDA TMS.

3. **Contradiction between the interests of the two parties** - situation when the benefit of one of the parties is connected or may have an adverse effect on the interest of the other party.

The general nature and sources of Conflicts of interest

Conflicts of interest may relate to the relationship between:

1. the interest of OANDA TMS or the Person involved and the obligation of OANDA TMS to act in a reliable manner, taking into account the Client's best interest;
2. OANDA TMS or an Affected Person and the interest of the Client or Customers;
3. the interest of at least two Clients or the interest of the Clients group,
4. the interest of OANDA TMS and the interest of the Person involved in relation to OANDA TMS.

OANDA TMS informs that in the case of the order execution service for financial instruments, there is a conflict of interest between OANDA TMS and the Client as OANDA TMS performs orders by concluding a transaction with the Client on its own account. OANDA TMS has adopted and implements rules that prevent from executing its own transactions on privileged terms in relation to Client's orders.

OANDA TMS informs that organizational and administrative solutions established by OANDA TMS to prevent or manage this conflict are not sufficient to ensure with due certainty that the risk of harming the Client's interests will not occur.

In addition, OANDA TMS informs that in the case of a general recommendation service, there is a conflict of interest consisting in the issuance by OANDA TMS recommendation of a general nature, while OANDA TMS concluded transactions on the trading portfolio. OANDA TMS informs that organizational and administrative solutions established by OANDA TMS to prevent or manage this conflict are not sufficient to ensure with due certainty that the risk of harming the Client's interests will not occur.

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

Moreover, OANDA TMS that in the case of the investment advisory service, there is a conflict of interest in instructing the client to perform a specific behaviour under the investment advisory service while directing the client to the execution service. OANDA TMS informs that organizational and administrative solutions established by OANDA TMS to prevent or manage this conflict are not sufficient to ensure with due certainty that the risk of harming the Client's interests will not occur.

Conflicts of interest management

In the event of real or potential conflict of interest, OANDA TMS is obliged to comply with the principles of due and fair dealing with its Clients, treating both them and OANDA TMS employees with respect and honest.

OANDA TMS manages Conflicts of interest and prevents the occurrence of Conflicts of interest through appropriate organizational and administrative arrangements established by OANDA TMS to prevent or manage Conflicts of interest, in particular:

1. applying effective procedures preventing the exchange of information or controlling such exchange between Person involved in activities related to the risk of a Conflict of interest, where such exchange of information may harm the interests of one or several clients;
2. applying incentive regulations;
3. providing separate supervision over Person involved who, as part of their basic tasks, conduct activities on behalf of OANDA TMS or provide services to Clients whose interests may interfere or who otherwise represent different, potentially conflicting interests (including interests of OANDA TMS);
4. removing any direct dependencies between the amount of remuneration of the Person involved who perform mainly one type of activity, and the remuneration of other Person involved who perform mainly a different type of activity, or income generated by such other persons, when in connection with these two types of activity a Conflict of interest may arise;
5. eliminating or limiting the undesirable influence of any third parties on the manner in which brokers perform brokerage services;
6. eliminating or limiting simultaneous or consecutive cases of participation of the Person involved in the provision of brokerage services, when such participation may negatively affect the possibility of proper management of Conflicts of interest.

In order to effectively manage the Conflict of Interest, the following regulations apply to OANDA TMS:

1. Regulations of Conflicts of interest management at the OANDA TMS BROKERS S.A.
2. Organizational Regulations of OANDA TMS BROKERS S.A.
3. Regulations for counteracting and disclosing manipulation cases in OANDA TMS BROKERS S.A.
4. Regulations for the protection of the flow of confidential and professional information in OANDA TMS BROKERS S.A.
5. Regulations for investing in financial instruments by Persons involved or for their account;
6. Procedure No. 805 - Rules for the identification and disclosure of certain fees, commissions and non-cash benefits by OANDA TMS BROKERS S.A.,
7. Procedure No. 902 - Rules for introducing new products/services and their modification in OANDA TMS BROKERS S.A.

In the event that OANDA TMS finds Conflict of interest, other than directly indicated above, related to the provision of a given brokerage service to the Client being the subject of an agreement for the provision of brokerage services and regulations for a given service, organizational and administrative solutions used by OANDA TMS are not sufficient to ensure with due certainty, that the risk of harming the interests of clients does not occur:

1. OANDA TMS shall inform the Customer in writing or through another durable medium of information of a general nature or source of Conflicts of interest and steps taken to limit the risk, and the Client confirms that such information has been received from OANDA TMS,
2. OANDA TMS makes the signing of a contract with the Customer subject to confirmation by the Customer - in the form of a separate statement or directly by signing a contract for the provision of brokerage services - the will to conclude a contract by the Customer despite the existence of a Conflict of Interest.

The above rules of conduct also apply if the Conflict of interest arises after concluding a contract for the provision of brokerage services with the Client. If after concluding the contract with the Client, the Conflict of interest between the Client and OANDA TMS cannot be prevented and OANDA TMS will not receive from the Client a statement on the continuation of the contract despite the existence of a Conflict of interest, OANDA TMS ceases from providing this service to the Client.

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

OANDA TMS utilizes internal measures to prevent potential Conflicts of interest and to proactively manage actual Conflicts of Interest, including, but not limited to, separation of organizational units, independence of Involved Persons and their supervisors in the performance of their duties, information flow principles and information barriers, internal controls, risk management and training programs. Internal measures implemented at OANDA TMS are described in the Regulations of Conflict of interest Management at the OANDA TMS BROKERS S.A.

The full text of the "Regulations of Conflicts of interest management at the OANDA TMS BROKERS S.A." is available at: https://www.tms.pl/dokumenty – Polish, https://www.tmsbrokers.com/documents and http://oanda.com/eu-en/documents (other languages). At the request of the Client, OANDA TMS will provide further details of Regulations of Conflict of interest Management at the OANDA TMS BROKERS S.A. on a durable medium

14. CHARACTER, FREQUENCY AND DATES OF DELIVERY OF REPORTS ON THE PROVISION OF THE BROKERAGE SERVICE:

The principles of delivery to the Clients of reports on the provision of the brokerage services (including notifications of the execution of transactions), specifying the character, frequency and dates of reports are set out in the Terms and Conditions, indicated in section 8 above, applicable to the particular service.

15. SECURITY OF THE USE OF ELECTRONIC CHANNELS FOR THE PROVISION OF SERVICES.

Having regard to the security of the use of electronic channels for the provision of services, OANDA TMS informs that:

- Inadequate protection of data used for logging into electronic access channels may result in a transaction platform being used to place orders on the Client's account by an unauthorised person.
- Inadequate protection of a mobile phone may result in taking it over by a third party and placing transaction orders on the Client's account.
- Inadequate protection of the telephone password may result in the telephone being obtained by an unauthorised person and, as a consequence, may lead to placing orders and telephone instructions that are contrary to the Client's intention (placing a funds withdrawal order, submitting a transaction order).
- Inadequate protection of Internet terminals may result in obtaining by the undesired person the information on the balance of the Client's account, and in the extreme case — in a change of some Client's data.

In order to increase the security of the use of electronic access channels, the Client shall:

- Use anti-virus software and firewalls. Installation of this kind of software is absolutely necessary in each computer connected to the Internet. The basic version of this software protects against harmful applications. The Client may use paid as well as free anti-virus programmes. The automatic updates of the anti-virus programme shall be also enabled as they extend the signature database for viruses that can be identified by our system.
- Regularly update the software used. Updates are particularly important in the operating system (Windows, Linux), in anti-virus software, Internet browser and in Java, Adobe Reader and Flash Player. Vulnerabilities (errors) in these programmes are responsible for the majority of malware infections. Most of the abovementioned software has the ability to self-update automatically.
- Avoid using the pages with illegal software, music, movies or offensive content. These websites often contain malicious code, intentionally added in a currently popular title that may infect the Client's computer with malware.
- Not use too-simple passwords, often in many places at the same time. Not every website equally cares about the security of passwords. Data leakage from one of the websites may cause the password to become unusable and compromise other user accounts. Logins and passwords shall not be shared with other persons, saved in plain text on the computer or near the computer.
- Use a secure web browser. It is important that the browser be always up-to-date because it will be the browser that will be most often attacked by malicious software.
- The Client shall not install unnecessary software that is not needed for work. The Client shall periodically review the list of programmes installed on the computer and remove not used by the Client. When downloading software from the Internet, attention shall be paid to its source.
- Lock the screen and refrain from saving the password in the mobile application.
- Refrain from opening unknown attachments received electronically. A majority of malicious software uses vulnerabilities in Adobe Reader, Adobe Flash Player, Java. These vulnerabilities can be "attacked" by attachments sent by email. Therefore, before opening an attachment, the Client should consider whether the attachment must be opened and whether it comes from a person or entity known to the Client. It is very important to note the name or e-mail address of the sender, sometimes a deliberate typo in the name will lose the recipient's vigilance.
- Do not use portable devices (eg flash drives) of unknown origin - do not connect such devices to the device it uses to connect with transaction systems.

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

- Avoid logging into transaction platforms or NonStop zone using public WiFi. Using this type of networks involves the possibility of intercepting data transmission. Such a network enables an MITM (Man in the middle) attack which allows to intercept even certain encrypted transmissions. Therefore, the Client shall not use generally available networks to log into OANDA TMS transaction systems.
- Care for the physical security of IT resources as well as other equipment designed for the use of electronic services. In particular, care must be taken not to leave telephones, tablets or laptops unattended. A loss of mobile equipment on which the Client saves data for logging into electronic systems may resulting in an unauthorised person logging into all such applications. Physical security also applies to household members. Physical security also applies to the password and other data used for telephone verification of the Client's identity. The Client shall also control physical access to the paper documentation and devices on which applications used for the performance of services provided by OANDA TMS are installed.
- Before crediting an account kept with OANDA TMS, check that its number is correct. Account numbers used for servicing Clients and dedicated to individual services provided by OANDA TMS are specified in this document. In the event of any doubts, the Client can confirm the bank account number by contacting the Customer Service Department.
- When concluding the agreement and filling in data such as the account number for withdrawals, the Client shall check whether the number specified in the Client Information Sheet is correct. In this situation there is a risk that the web browser will substitute the number with a different bank account number.
- Pay attention to entities using the "phishing" method to obtain important data from clients such as login and password, or personal data. Phishing is a method of fraud where the perpetrator impersonates another person or institution in order to fraudulently obtain certain information or make the victim perform certain activities. It is a kind of attack based on social engineering. When providing services, TMS Broker does not request such data from the Client. If such a situation can occur incidentally, OANDA TMS asks for verification of the data to the narrowest extent possible. In such a cease the Client is directed to a dedicated website that is properly secured. The Client shall always confirm such a fact by contacting the Customer Service Department.
- Refrain from logging into electronic systems from devices that are rented, borrowed or come from unverified sources.

16. CLIENT CATEGORIZATION

OANDA TMS classifies Client to one of the following categories: Retail (including Retail Experienced Client for brokerage service in the scope of contracts for difference), Professional or Eligible Counterparty. OANDA TMS shall be entitles to classify all Clients to the Retail Client Category. has the right to classify all Clients to the Retail Client category. Detailed rules of classification are indicated in the Policy of Client Categorization in OANDA TMS BROKERS S.A. available at https://www.tms.pl/dokumenty – Polish, https://www.tmsbrokers.com/documents and http://oanda.com/eu-en/documents - other languages.

17. AGENT OF INVESTMENT COMPANY

OANDA TMS does not operate through tied agents.

18. INDUCEMENTS

Detailed information on accepting and submitting inducements in OANDA TMS BROKERS S.A. constitute attachment No. 1 to this Information sheet about OANDA TMS.

19. KEY INVESTOR INFORMATION DOCUMENTS - ETF

As required by law, ETF issuers provide Key Investor Information Documents ('KIDs') prior to investment. OANDA TMS Brokers S.A. provides a list of available ETFs with links to the respective websites containing KIDs. OANDA TMS Brokers S.A. is not an issuer of ETFs and does not formulate KIDs. Translations of the Key Investor Information Documents ('KIDs') for individual ETFs in our offer are available at the following locations: https://www.tms.pl/specyfikacja-instrumentow (Polish), https://www.tmsbrokers.com/lt/where-to-invest/instrument-specifications (Lithuanian), https://www.tmsbrokers.com/lv/where-to-invest/instrument-specifications (Latvian), https://www.oanda.com/eu-en/instruments-specification (other languages).

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

Appendix number 1 to the Information sheet about OANDA TMS
Information on accepting and submitting incentives at OANDA TMS BROKERS S.A.

OANDA TMS BROKERS S.A. (hereinafter: "**OANDA TMS**"), conducting brokerage activities operates in a reliable and professional manner, in accordance with the principles of fair trading and in accordance with the best interests of Clients. OANDA TMS does not accept or transfer any cash benefits, including fees and commissions, or any non-monetary benefits other than those permitted under Article 83d of the Act on Trading in Financial Instruments.

Concurrently, acting pursuant to §9 of the Regulation of the Minister of Finance of November 26, 2024, on the procedures and conditions for the conduct of business by investment firms, state-owned banks conducting brokerage activities, banks referred to in Article 70(2) of the Act on Trading in Financial Instruments, and custodian banks (hereinafter: the "Regulation"), the benefits subject to disclosure under the aforementioned legal provisions for the last financial year preceding the publication date of this information sheet are presented below.

The value of the benefit denotes the payment received from or transferred to another entity. The manner of utilizing the benefit denotes an action aimed at enhancing the quality of services within the meaning of §7 of the Regulation.

No.	Type of benefit	Value of benefit	Manner of utilizing the benefit	Value of utilized benefits
1	Costs incurred by OANDA TMS for payment intermediaries for clients' quick deposits	1 608 164 zł	Providing a convenient and quick option for funding the client's account	1 608 164 zł
2	Interest received by OANDA TMS from clients' funds held in bank deposits	2 602 493 zł	Ensuring clients have access to real-time market data	334 311 zł
			Ensuring clients have a high-quality platform and data transfers	622 729 zł*
			Interest paid to clients	1 645 452 zł

* related to part financed from interest received from OANDA TMS

The above benefits provided to clients constitute an improvement in the quality of the brokerage service. The acceptance or transfer of the aforementioned benefits does not negatively impact OANDA TMS's ability to operate in a reliable and professional manner.

KI.20261103

Appendix number 2 to the Information sheet about OANDA TMS.

Information regarding the EMIR Regulation.

On 16 August 2012, Regulation (EU) No. 648/2012 of the European Parliament and of the Council of 4 July 2012 entered into force on OTC derivatives, central counterparties and trade repositories. (hereinafter: EMIR), however, full implementation of EMIR required the entry into force of delegated regulations and implementing acts. Most regulations entered into force on 15/03/2013, with transitional periods introduced for certain obligations.

Who is affected?

EMIR is applicable to companies established in the European Union. EMIR differentiates requirements for individual entities depending on the category to which a given entrepreneur belongs in accordance with EMIR. Enterprises subject to EMIR are jointly referred to as Contractors.

EMIR divides enterprises into the following categories:

- **Financial counterparties (FC)** - means:
  - for investment firms authorized in accordance with Directive 2004/39 / EC,
  - for credit institutions that have been authorized in accordance with Directive 2006/48 / EC,
  - insurance undertakings licensed in accordance with Directive 73/239 / EEC,
  - insurance undertakings licensed in accordance with Directive 2002/83 / EC,
  - reinsurance undertakings authorized in accordance with Directive 2005/68 / EC, UCITS and their management companies, which have been authorized in accordance with Directive 2009/65 / EC,
  - for institutions for occupational retirement provision within the meaning of art. 6 lit. (a) Directive 2003/41 / EC
  - alternative investment funds managed by managers of alternative investment funds that have been granted authorization or registered in accordance with Directive 2011/61 / EU,

- **Non-financial counterparties (NFCs)** - means a company established in the Union that is not a Financial Counterparty (FC).

According to EMIR, a non-financial counterparty that holds positions in OTC derivative contracts is required to monitor whether these items do not exceed the threshold related to the obligation of clearing derivative contracts by a central counterparty. Non-financial counterparties whose average position in transactions or derivative contracts **within 30 business days** exceeds the relevant threshold indicated in the table below are obliged to immediately inform ESMA, the competent supervisory authority (in the case of Poland it will be the Polish Financial Supervision Authority) and OANDA TMS about this fact:

Type of derivative contract.	Settlement threshold
Credit derivatives	EUR 1 billion
Equity derivatives	EUR 1 billion
Interest rate derivatives	EUR 3 billion
Currency derivatives	EUR 3 billion
Commodity derivative contracts and derivative contracts other than the aforementioned	EUR 3 billion

Non-financial counterparties who exceed the appropriate threshold are required to fulfill additional obligations arising from EMIR, including those that are obliged to settle OTC contracts by a central counterparty on analogous terms such as financial counterparties. Non-financial counterparties who have crossed the threshold are referred to as **NFC +** and who have not crossed this threshold as **NFC-.**

The most important EMIR duties:

- Reporting

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

When entering into, changing, clearing and terminating the transaction, both parties (Client and OANDA TMS) are required to report this event to the institution collecting and storing data relating to derivatives (Repository). This obligation applies to both transactions concluded on the exchange and over-the-counter markets. Reporting can be done by:

- Each party to the transaction separately (OANDA TMS in his name, Client in his own).
- One of the parties to the transaction on behalf of himself and the other transaction participant (eg OANDA TMS reports for himself and on behalf of the client).
- Third party, e.g. another bank, brokerage house.

In order to meet the clients' expectations, OANDA TMS will report on derivative transactions concluded by the client with OANDA TMS on behalf of himself and clients. The condition enabling this action is signing the documentation regulating the conclusion of transactions between the client and OANDA TMS indicating such a reporting mode. The Regulations of the EMIR Reporting System in OANDA TMS contain the principles on which OANDA TMS will report. In order to sign the appropriate documentation in the field of transaction reporting with OANDA TMS, please contact the Customer Service Department (mail dok@tms.pl, tel .: 22 27 66 282).

The customer can also report transactions to the repository on their own. However, it must report this fact to OANDA TMS, in which case it is necessary to agree with OANDA TMS the mode in which the content of reports submitted to repositories will be agreed, because EMIR regulations introduced an order to ensure the consistency of data contained in reports.

- Confirming transactions,

Confirmation of a derivative transaction must be made within a period not longer than specified in EMIR, according to which

- o for FC and NFC + until the end of the first business day after the transaction date,
- o for NFC - until the end of the 2nd business day after the transaction date.

Detailed rules for confirming transactions have been specified in art. 12 Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 supplementing Regulation (EU) No 648/2012 of the European Parliament and of the Council with regard to regulatory technical standards concerning indirect reconciliation arrangements, clearing obligation, public register, access to trading system, non-financial counterparties, risk mitigation techniques related to OTC derivative contracts that are not settled by a central counterparty.

- Reconciliation of the portfolio of transactions (so-called portfolio reconciliation)

Contractors with derivative transactions are required to have procedures to periodically reconcile derivative transactions portfolios.

The frequency with which portfolio reconciliations should be made is set out in art. 13 Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 supplementing Regulation (EU) No 648/2012 of the European Parliament and of the Council with regard to regulatory technical standards on indirect reconciliation arrangements, clearing obligation, public register, access to trading system, non-financial counterparties, risk mitigation techniques related to OTC derivative contracts that are not cleared by a central counterparty

- Portfolio compression (early settlement or merger of transactions, if you have more than 500 derivative transactions concluded with OANDA TMS)

Accounts with open and unsettled over 500 derivative transactions are required to have procedures for checking the ability to compress a portfolio to reduce their credit risk. Pursuant to Commission Delegated Regulation (EU) No 149/2013, counterparties must be able to provide the competent authority with a rational explanation of their assessment that portfolio compression should not be carried out.

Detailed principles of portfolio compression have been specified in art. 14 Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 supplementing Regulation (EU) No 648/2012 of the European Parliament and of the Council with regard to regulatory technical standards regarding indirect reconciliation arrangements, clearing obligation, public register, access to trading system, non-financial counterparties, risk mitigation techniques related to OTC derivative contracts that are not settled by a central counterparty.

- Having procedures to resolve disputes

Counterparties that conclude off-regulated derivative contracts between themselves should have procedures for resolving disputes regarding contract recognition, valuation or collateral replacement.

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

Detailed principles of portfolio compression have been specified in art. 15 Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 supplementing Regulation (EU) No 648/2012 of the European Parliament and of the Council with regard to regulatory technical standards regarding indirect clearing arrangements, clearing obligation, public register, access to trading system, non-financial counterparties, risk mitigation techniques related to OTC derivative contracts that are not settled by a central counterparty.

- Daily valuation of active contracts at market value

FC and NFC + counterparties are required to make daily valuations of derivative transactions based on market quotes or if it is not possible based on the model.

- Record of derivative transactions

Each counterparty of a derivative transaction is obliged to keep records of all derivative contracts it concludes and any changes for at least five years from the date of termination of the contract.

Central settlement:

Selected types of derivative transactions, specified in relevant delegated regulations, concluded outside of the regulated market are subject to mandatory settlement by the so-called central counterparties (CCPs). This obligation applies to transactions concluded between:

- two FC contractors,
- an NFC + contractor and a FC contractor,
- between two NFC + contractors.

The obligation to settle selected contracts also applies to transactions with entities established in a third country, which, if they were based in the European Union, would be subject to the clearing obligation.

Central settlement does not apply to transactions concluded between an NFC contractor and a FC counterparty.

Disclaimer

The information contained in Appendix No. 2 is for information purposes only and in no case may it be treated as a binding obligation of any person, including OANDA TMS BROKERS S.A., for any reason, including in relation to the correctness or completeness of the information contained therein. Any liability of OANDA TMS Brokerage House, its Management Board, employees, associates, co-operators, agents in connection with this material and information contained therein is excluded. This material does not create any obligations on either side with respect to the conclusion, consequences of the conclusion or obligations arising from the conclusion of Transactions described in this material.

This material does not constitute advice or recommendation regarding the principles of meeting the obligations imposed by Regulation (EU) No. 648/2012 of the European Parliament and of the Council of July 4, 2012 on OTC derivatives, central counterparties and trade repositories (Dz. U.U.L. 2012/2012 with later amendments) and executive acts to him, including delegated regulations.

The customer should not make any decisions regarding the performance of obligations under EMIR only on the basis of this material without making its own analyzes. OANDA TMS BROKERS S.A. recommends that the Customer seek independent, professional advice from advisers. Decisions regarding the conclusion of OANDA TMS S.A Transactions with the Brokerage House, including the date of its conclusion, the rules of transaction reporting to the trade repository and fulfillment of other obligations imposed by EMIR regulations, the Customer undertakes independently and independently of OANDA TMS BROKERS S.A.

OANDA TMS BROKERS S.A. does not bear any responsibility for the above Customer's decisions and their consequences, in particular for damages suffered by the client (in particular incurred losses, lost profits and financial penalties imposed on the client).

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).

KI.20261103

OANDA TMS BROKERS S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, registered by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000204776, NIP number 5262759131, Initial capital: PLN 3,537.560 paid in whole. OANDA TMS BROKERS S.A. is subject to the supervision of the Polish Financial Supervision Authority on the basis of an authorization of April 26, 2004 (KPWiG-4021-54-1/2004).