

**AGREEMENT ON THE CONCLUSION OF AGREEMENTS FOR THE PROVISION OF
BROKERAGE SERVICES IN AN ELECTRONIC FORM**

(hereinafter: **Agreement**) No.

concluded on..... in Warsaw, between:

OANDA TMS Brokers S.A. (hereinafter: **TMS Brokers**), with its registered office in Warsaw (00-120), ul. Złota 59, registered by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000204776, REGON 015715078, NIP 526-27-59-131,
and

Name	
Surname	
PESEL No. / TIN	
e-mail	

(hereinafter: **Client**; Client and TMS Brokers together: **Parties**)

1. The Agreement allows for the conclusion of brokerage services agreement or other activities related to trading in securities or other financial instruments specified in the Polish Act of 29 July 2005 on trading in financial instruments in electronic form via medium of remote communication.
2. Subject to point 4 below, the Parties agree to conclude a framework agreement on the provision of brokerage services (hereinafter: **Framework Agreement**) in electronic form, and the Client agrees that statements of will or other statements related to the Framework Agreement, including all correspondence between the Parties may be submitted by the Parties in an electronic form on the terms described in the Regulations on the conclusion of agreements for the provision of brokerage services in electronic form (hereinafter: **Regulations**) and described in the Framework Agreement and relevant regulations appropriate for the service chosen by the Client. By concluding the Agreement, the Client declares that he or she has read and accepts the Regulations. Regulations, detailed conditions for the conclusion of the Framework Agreement, as well as detailed terms and conditions for the provision of brokerage services by TMS Brokers are available at www.tms.pl/dokumenty.
3. Subject to clause 4 below, it is considered that statements of will or agreement in electronic form meet the requirements of a written form also when the written form has been reserved otherwise being null and void.
4. Change of the Framework Agreement, concluded between the Client and TMS Brokers before or after the conclusion of the Agreement, may take place only in electronic form under pain of nullity, unless the Parties amend the Framework Agreement in writing. In order to save an electronic form, it is required to submit a declaration of will by the Client in an electronic form.
5. TMS Brokers sends the Client the text of the Agreement to the e-mail address entered by the Client on the online form along with other data entered by the Client on the online form. If the Client detects errors in the entered data, the Client should immediately contact TMS Brokers, by phone or via email at makler@tms.pl. In accordance with the consent granted by the Client during registration process, TMS Brokers is the administrator of personal data provided by the Client, including for marketing purposes. The Client has the right to inspect their personal data and the right to change and correct them. The Client is obliged to inform TMS Brokers about changes in his or her data, and TMS Brokers is not liable for damages resulting from not informing TMS Brokers about such a change.
6. The Agreement is concluded for an indefinite period. The Agreement expires if the Parties do not conclude the Framework Agreement within twenty-four hours from the conclusion of the Agreement. Each of the Parties may terminate the Agreement with 14 days' notice. From the moment of termination or expiry of the Agreement, the Client loses the ability to conclude agreements for the provision of brokerage services in electronic form, as well as to submit declarations of will and other statements by electronic means, unless the Framework Agreement or the regulations applicable to the Client's chosen service are provided by TMS Brokers otherwise.

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OANDA TMS Brokers podlega nadzorowi Komisji Nadzoru Finansowego. Spółka zarejestrowana przez Sąd Rejonowy
m.st. Warszawy w Warszawie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 0000204776
Kapitał zakładowy: 3.537.560 zł, kapitał wpacony: 3.537.560 zł, NIP: 526-27-59-131, REGON: 015715078