

# Customer Data Sheet to Framework Agreement No. ....

natural person

Fills OANDA TMS Brokers S.A.

<b>Cash Account Number</b>		<b>Identification Number</b>	
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**To be completed by the Client**

Service type: <input type="checkbox"/> TMS Direct <input type="checkbox"/> TMS Connect <input type="checkbox"/> TMS Stocks					
This document is an integral part of the Framework Agreement. Please, legibly fill that document and sign it.					
First name and last name					
Address of residence	Street, house No./apartment No. number				
	Post code		City		
	Country		Region/Province		
	District		Commune		
Address for correspondence (if different than the address of residence)	Street, house No./apartment No.		Post code		
	City		Country		
Type of identification document	<input type="checkbox"/> ID Card <input type="checkbox"/> Passport <input type="checkbox"/> Residence card/Other document		Series and number of the identity document		
Citizenship			PESEL/Date of birth.*)		
Date of validity of ID document				Place of birth (city)	
Place of birth (country)			Date of birth		
Base currency of the account **)	<input type="checkbox"/> PLN <input type="checkbox"/> EUR <input type="checkbox"/> USD		<input type="checkbox"/> CHF <input type="checkbox"/> GBP		
**) For the TMS Connect and the TMS Stocks services - TMS Brokers keeps cash accounts in: PLN, USD, EUR; For the TMS Direct service - TMS Brokers keeps cash accounts in: PLN, USD, EUR, CHF, GBP					
Client's bank account number (for withdrawals)					Currency of the account
Client's telephone number			E-Mail		
Telephone Password (for remote identification)					
I declare that I want to receive correspondence in the following way:	<input type="checkbox"/> Via e-mail to the provided e-mail address (without additional fee)				
	<input type="checkbox"/> By letter in printed form (the mode that may be associated in the cases indicated in the Table of Commissions and Fees with an additional fee to TMS Brokers)				
Purpose of the agreement	<input type="checkbox"/> investing financial surplus <input type="checkbox"/> reducing exchange rate risk <input type="checkbox"/> increase in the value of assets				
Source of origin of funds	<input type="checkbox"/> contract of employment, for mandate, for other specific works, other similar <input type="checkbox"/> economic activity <input type="checkbox"/> lack of income				
	<input type="checkbox"/> freelance <input type="checkbox"/> renting, leasing or other income form real estate				
	<input type="checkbox"/> transactions on the financial market <input type="checkbox"/> inheritance, donation, random win <input type="checkbox"/> retirement or disability benefit				
*) In the case of people without the PESEL, the PESEL column should be filled in with the date of birth of the Client.					

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Signature of the Client

**Tax residence statement – CRS**

I have the following tax residence (not applicable to the USA):		
Poland	<input type="checkbox"/> Yes (if yes, please provide information regarding the Tax Office)	<input type="checkbox"/> No
Name, address and postal code of the Client's Tax Office		
Other countries of the tax residence (not applicable to the USA)		
<input type="checkbox"/> Yes (if yes, please fill the table below)		<input type="checkbox"/> No
Country of tax residence	Tax Identification Number in the country of tax residence – TIN*)	Explain if there is no TIN
1)		<input type="checkbox"/> My country of residence do not assigning a TIN <input type="checkbox"/> I can't get a TIN <input type="checkbox"/> Other reason: _____
2)		<input type="checkbox"/> My country of residence do not assigning a TIN <input type="checkbox"/> I can't get a TIN <input type="checkbox"/> Other reason: _____

\*) or its functional equivalent, or the numer used by the state of the residence for identification for tax purposes.

I undertake to inform TMS Brokers about a change in circumstances that affects the Client's tax residence or causes that the information contained in the statement has become obsolete and submit a properly updated statement **within 30 days** from the day on which the change of circumstances took place. I am aware of criminal liability for making a false statement (Tax residence statement – CRS).

**FATCA statement**

I declare that:  I am not a US taxpayer\*\*

I am a US taxpayer\*\*

US Tax Identification Number (TIN) (to be completed if the Client indicated is a US taxpayer):

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\*\* **Definition of the US taxpayer** – should be interpreted in accordance with the provision of the Internal Revenue Code according to which the US taxpayer is a natural person who meets at least one of the conditions listed below:

1. has US citizenship (also in case of simultaneous possession of another citizenship);
2. obtained the right of permanent residence in the USA for any period in a given year (Green Card);
3. made the choice of an American residence for tax purposes after meeting the conditions provided in the US regulations;
4. stayed in the USA for at least 31 days during the tax year and the same time the total number of days in which the person was in the USA;
5. during the current year and 2 previous calendar years is at least 183 days (setting the total numbers of stay, the multiplier 1 for the number of days in the current years is used, 1/3 for the days of stay in the previous year and 1/6 for the days of stay two years back, which means that: 1 day in the current year = 1 day for the total number of days; 3 days in the previous year = 1 day for the total number of days; 6 days stay two years back = 1 day for the total number days of stay).

I undertake to update the statement regarding the status of the Client as a US taxpayer in the event of a change in circumstances causing, that the previous declaration has become obsolete and. If necessary, to provide additional documents to verify the credibility of this statement.

I am aware of criminal liability for making a false statement (FATCA statement).

1. **The data controller of your personal data is OANDA TMS Brokers S.A.** with its seat in Warsaw, ul. Zlota 59, 00-120 Warsaw, NIP 526-275-91-31, for which the District Court for the capital city of Warsaw in Warsaw, XII Commercial Department of the National Court Register maintains registration files under the number KRS 204776, share capital PLN 3 537 560 (paid in full). The Data Protection Officer appointed by the data controller can be contacted by an e-mail: [odo@tms.pl](mailto:odo@tms.pl) or by telephone No.: +48 22 27 66 200.
2. **Your personal data will be processed in order to** conclude and execute the Framework Agreement concluded with the data controller as well as fulfill the statutory duties of the data controller resulting from having the status of an entity conducting brokerage activities, in particular obligations under the Act of March 1, 2018 on counteracting money laundering and financing of terrorism (hereinafter: the "Act"). Your personal data will also be processed in order to implement the legitimate interests of the data controller, such as making necessary settlements and pursuing claims arising from the concluded Framework Agreement, security, anti-fraud or direct marketing of the data controller. In addition, they will be processed to provide information and education services. Data processing for purposes other than the above may take place: (i) based on obtaining additional consent, (ii) on the basis of applicable law, or (iii) when it is consistent with the purpose for which the personal data was originally collected (art. 6 par. 4 of EP and Council Regulation (EU) 2016/679 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 (hereinafter: "GDPR").
3. **The legal basis** for the processing of your personal data is:
  - a. to the extent that data processing is necessary for the implementation of the Framework Agreement and taking action before its conclusion and providing an information and educational service - art. 6 par. 1 letter b of GDPR;
  - b. to the extent that the data processing is necessary for the data controller to perform legal obligations incumbent on him as an entity performing brokerage activities, in particular consisting in informing the financial supervisory authorities and financial information authorities about the services and transactions performed, verification and identification Client's identity and ongoing monitoring of its business relations and development of analyzes - art. 6 par. 1 letter c of GDPR in conjunction with the provisions of the Act, in particular with art. 34, 35, art. 36 and art. 37 of this Act;
  - c. to the extent that data processing is necessary to achieve the objectives arising from the legitimate interests of the data controller, such as making the necessary settlements and pursuing claims under the concluded Framework Agreement, security, anti-fraud or direct marketing of the data controller - art. 6 par. 1 letter f of GDPR.
4. You have **the right to access your personal data, the right to rectify it, delete it, and the right to limit data processing.** To the extent that the processing is necessary for the implementation of the Framework Agreement to which you are party or to take action on your request prior to its conclusion and providing an information and educational service (Article 6 (1) (b) of the GDPR) you also have **the right to transfer data.** If you believe that your data is being processed contrary to legal requirements, you can file a complaint with the competent supervisory authority with the President of the Office for Personal Data Protection in Poland.
5. Providing data is **voluntary, but necessary** for the conclusion of the Framework Agreement, the use of a brokerage service and providing an information and educational service. Failure to provide the data indicated in the Customer Data Sheet will result in the refusal to conclude the Framework Agreement.

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Signature of the Client

6. Your personal data can be **transferred to the following categories of entities**: banks, entities offering quick payments, companies from the capital group to which the data controller belongs, couriers, postal operators, supervisory authorities, financial information authorities, market data providers, entities managing investment funds, suppliers of tools, software and platforms for servicing transactions and financial operations performed in the course of implementing the Framework Agreement, as well as for sending commercial information by means of electronic communication, legal counsels and entities providing servers and storing data.
7. In the case of transferring personal data to third countries, i.e. to recipients established outside the European Economic Area or Switzerland, in countries that according to the European Commission do not provide sufficient data protection (third countries that do not provide an adequate level of protection), the data controller transfers them using mechanisms in accordance with applicable law, which include, among others EU "Standard Contractual Clauses".
8. **Your personal data will be stored for the duration of the Framework Agreement, as well as after its termination**, in accordance with art. 49 of the Act, for a period of 5 years, starting from the first day of the year following the year in which the economic relations with the client were concluded or until the limitation period for claims arising from legal provisions. Data included in the results of the assessments of economic relations referred to in art. 34 par. 3 of the Act shall be processed for a period of 5 years, starting from the first day of the year following the year of their execution. In the absence of positive verification of identity in connection with the conclusion of the Framework Agreement and a return transfer of funds equivalent to EUR 15,000 or more (occasional transaction), your personal data will be stored for a period of 5 years, counting from the first day of the year following the year of its execution or until the limitation of claims arising from legal provisions; in the case of smaller amounts, your personal data (excluding those that are processed for the purpose of providing an information and educational service) will be deleted as soon as the return transfer is carried out. The above data retention periods may be extended on the terms specified in art. 49 par. 3 of the Act.  
To the extent that the data processing is based on the legitimate interest of the data controller, the data will be processed for the time necessary for its implementation (in particular to the time limitation of claims under the applicable law), but no longer than until the opposition is considered justified by your special situation, and where the legitimate interest is direct marketing of the data controller - **until you express your objection**.
9. **Your personal data will be processed for the duration of the information and educational service agreement**, as well as after its termination, until the limitation period for claims arising from legal provisions.
10. To the extent that the data is processed for the purposes of direct marketing of the data controller, you have **the right to object to the processing of data** which does not require justification. If the processing is based on other legitimate interests of the data controller, exercising your **right of objection** requires justifying your special situation.
11. If you fill in questionnaires regarding financial situation and readiness to investment risk, the data controller may apply to you **profiling** consisting in grouping of clients according to financial standing, readiness for investment risk and knowledge about financial instruments. The data controller will not, however, apply to you **automated decision-making**. Also, when analyzing transactions, profiling may occur in terms of meeting the requirements of counteracting money laundering and financing of terrorism, which is not automated decision-making.

I hereby declare the completeness and compliance with the actual and legal status of the data contained in the Customer Data Sheet and I undertake to update them in writing immediately after the changes occur. I hereby declare that I have read the information contained in: Best Execution Policy of OANDA Maklerski TMS Brokers S.A., Information Sheet about TMS Brokers, Description of Financial Instruments and Risks, Key Information Documents and accept their content. At the same time, I declare that before the conclusion of the Framework Agreement they have been made available to me, I have read and accept the content of the following documents:

**For the TMS Direct service:**

- Terms of use governing the provision of services for the execution of orders by OANDA Maklerski TMS Brokers S.A. in the TMS Direct transaction system, maintenance of cash accounts and registers, and foreign exchange,
- Table of Commission and Fees,
- Financial Instruments Specification.

**For the TMS Connect service:**

- Terms of use governing the provision of services for the execution of orders by OANDA Maklerski TMS Brokers S.A. in the MT5 transaction system, maintenance of cash accounts and registers, and foreign exchange,
- Table of Commission and Fees TMS Connect,
- Financial Instruments Specification TMS Connect,
- Table of Swap Points
- Rollover Table.

**For the TMS Stocks service:**

- List of financial instruments TMS Stocks,
- Terms and Conditions of the provision of services for the reception and transmission of orders to buy or sell financial instruments by OANDA Maklerski TMS Brokers S.A. maintaining cash accounts and registers and currency exchange,
- Table of Fees and Commissions TMS Stocks,
- Best Execution Policy TMS Stocks.

**Politically Exposed Person (PEP) statement**

Prejudiced about criminal liability for providing data inconsistent with the actual state (Article 233 of the Polish Criminal Code "Who, giving evidence to serve as evidence in court proceedings or other proceedings carried out under the Act, testifies untruth or conceals the truth, is subject to the penalty of prison sentence for 6 months up to 8 years"), I am aware of criminal liability for making a false statement, I confirm that I have read the definition of a Politically Exposed Person and the **List of National Public Positions and Functions that are Politically Exposed Positions**, defined as politically exposed positions and I hereby declare that and hereby declare that:

**I am not considered Politically Exposed Person\***

**I am considered Politically Exposed Person\***

Hereby I declare to amend this statement in case of any change in circumstances of mym PEP status without undue delay.

\* Politically Exposed Persons means, excluding middle and lower level position groups, persons who hold significant public functions or positions, including:

- a) heads of state, heads of government, ministers, deputy ministers and secretaries of state;
- b) members of parliament or of similar legislative body;
- c) members of the governing bodies of political parties;
- d) members of supreme courts, constitutional tribunals and other high-level judicial bodies whose decisions are not subject to appeal, except in extraordinary procedures
- e) members of courts of auditors or of the boards of central banks;
- f) ambassadors, charges d'affairs and senior officers of the armed forces;
- g) members of administrative, management or supervisory bodies of state enterprises, including directors of state enterprises and members of management and supervisory boards of companies with State Treasury shareholding, in which more than half of the shares belong to the State Treasury or other state legal persons;

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Signature of the Client

- h) directors, deputy directors and members of bodies of international organizations or persons performing equivalent functions in these organizations;
- i) directors general in the offices of chief executive and central state authorities and directors general in voivodship offices;
- j) other persons holding public functions or positions in state bodies or central government administration bodies,;
- k) spouses or persons cohabiting with Politically Exposed Person, parents and children of such persons, as well as children of spouses or persons cohabiting with Politically Exposed Person;
- l) close associates of Politically Exposed Persons, i.e. natural persons who are the beneficial owners of legal persons, unincorporated organisational units or trusts jointly with a Politically Exposed Person or who have other close relations with such person in connection with the business conducted, or natural persons who are the sole beneficial owner of legal persons, unincorporated organisational units or trusts which are known to have been established for the purpose of obtaining an actual benefit by a Politically Exposed Person

who have exercised or exercised these public functions within one year from the date of cessation of fulfilling the conditions set out in this point.

I hereby agree to execute orders by TMS Brokers outside the system of trading in financial instruments in accordance with the relevant provisions indicated in the Best Execution Policy of OANDA Maklerski TMS Brokers S.A.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

(The above signature will be treated by DM TMS Brokers S.A. as the signature of the Client)