

Power of attorney to the Framework Agreement No. _____

Principal (Client) Data			
Name and surname / name (of the acitivity)			
Address of residence / office / main place of business	Street, house No., apartment No.		
	Post code and city		
PESEL / REGON			
Data of the Proxy who is a natural person (if not applicable, please cross out)			
Name and surname			
Document confirming identity (ID card or passport) and its expiry date		Number and series of the identity document	
PESEL (in the absence of a PESEL - date and country of birth)		Citizenship	
E-mail address		Telephone No.	
Proxy signature			
Data of the Proxy who is a legal person or an organizational unit without legal personality (if not applicable, please cross out)			
Name			
Organizational form			
Address of the office / main place of business			
NIP (in the absence of a NIP - country of registration, commercial register, number and date of registration)			
Name and surname of the person authorized to represent		Citizenship of the person authorized to represent	
Document confirming the identity of the person authorized to represent (ID card or passport) and its expiry date		Number and series of the identity document	
PESEL of the person authorized to represent (if no		Signature of the person authorized to represent the Proxy	

OANDA TMS Brokers S.A. (dawniej: Dom Maklerski TMS Brokers S.A.) Złote Tarasy (Budynek Skylight), ul. Złota 59, 00-120 Warszawa tel. (22) 27 66 200, fax (22) 27 66 202, dommaklerski@tms.pl, www.tms.pl

PESEL has been assigned - date and country of birth)			
Name and surname of the person authorized to represent		Citizenship of the person authorized to represent	
Document confirming the identity of the person authorized to represent (ID card or passport) and its expiry date		Number and series of the identity document	
PESEL of the person authorized to represent (if no PESEL has been assigned - date and country of birth)		Signature of the person authorized to represent the Proxy	
Name and surname of the person authorized to represent		Citizenship of the person authorized to represent	
Document confirming the identity of the person authorized to represent (ID card or passport) and its expiry date		Number and series of the identity document	
PESEL of the person authorized to represent (if no PESEL has been assigned - date and country of birth)		Signature of the person authorized to represent the Proxy	

Information clause regarding the processing of personal data for the Proxy

- The data controller of your personal data is OANDA TMS Brokers S.A.** with its seat in Warsaw, ul. Złota 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 or by telephone No.: +48 22 27 66 200.
- Your personal data will be processed** in order to perform the Framework Agreement concluded by the Principal with the data controller, as well as to fulfill the statutory obligations of the data controller resulting from the status of an entity conducting brokerage activities, in particular obligations under the Act of March 1, 2018 on counteracting money laundering and terrorist financing (hereinafter: the "Act"). Your personal data will also be processed in order to implement the data controller's legitimate interests, such as making the necessary settlements and pursuing claims resulting from the concluded Framework Agreement, security, counteracting fraud or direct marketing of the data controller.
Data processing for purposes other than the above may take place: (i) on the basis of obtaining additional consent, (ii) under applicable law, or (iii) when it is consistent with the purpose for which the personal data was originally collected (art. 6 (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (hereinafter referred to as: "GDPR").
- The legal basis** for the processing of your personal data is:
 - to the extent that data processing is necessary for the performance of the Framework Agreement - Art. 6 sec. 1 letter b of the GDPR;
 - to the extent that data processing is necessary for the data controller to fulfill the legal obligations incumbent on him as an entity performing brokerage activities, in particular consisting in informing financial supervision authorities and financial information authorities about the services provided and transactions performed, verification and identification identity and ongoing monitoring of economic relations and developing analyzes - Art. 6 sec. 1 letter c of the GDPR in connection with with the provisions of the Act, in particular with Art. 34, 35, art. 36 and art. 37 of the same Act;
 - to the extent to which data processing is necessary to achieve the goals of the data controller's legitimate interests, such as making necessary settlements and pursuing claims arising from the concluded Framework Agreement, security, counteracting fraud or direct marketing of the data controller - art. 6 sec. 1 letter f of the GDPR.
- You have the right to access personal data, the right to rectify it, delete it, and the right to limit data processing. To the extent that processing is necessary to perform the Framework Agreement (Article 6 (1) (b) of the GDPR), you also have the right to transfer data. If you believe that your data is processed contrary to the legal requirements, you can lodge a complaint with the competent supervisory authority, which in Poland is the President of the Office for Personal Data Protection.
- Providing the data is **voluntary, but necessary** for the implementation of this power of attorney to the Framework Agreement concluded by the Principal.
- Your personal data may be transferred to the following categories of recipients: banks, entities handling quick payments, companies from the capital group to which the data controller belongs, couriers, postal operators, supervisory authorities, financial information authorities, entities operating investment funds, suppliers of tools, software platforms for handling transactions and financial operations performed in the course of the implementation of the Framework Agreement, as well as for sending commercial information by electronic means of communication, legal advisors and entities providing servers and storing data.
- If personal data is transferred to third countries, i.e. to recipients located outside the European Economic Area or Switzerland, in countries which, according to the European Commission, do not provide sufficient data protection (third countries that do not ensure an adequate level of protection), the data controller transfers them using mechanisms consistent with applicable law, including EU "Standard Contractual Clauses".
- 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 Principal (Client) were concluded

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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 wpłacony: 3.537.560 zł, NIP: 526-27-59-131, REGON: 015715078

<p>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 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.</p> <p>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.</p> <p>9. 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.</p> <p>10. The data controller will not apply automated decision-making to you. When analyzing transactions, profiling may take place in terms of meeting the requirements for counteracting money laundering and terrorist financing, which is not automated decision making.</p>	
<p>Statement of the Principal (Client)</p>	
<p><u>I hereby grant the power of attorney to the Proxy indicated above to act independently on all the Cash Accounts opened under the Framework Agreement specified in the header of this power of attorney and to perform the following activities related to the performance of this Framework Agreement:</u></p>	
<p>Obtaining information on accounts opened under the Framework Agreement, history of transactions and orders, and submitting instructions on issuing and canceling orders.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>Submitting withdrawal instructions from cash accounts opened under the Framework Agreement</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>This power of attorney is valid</p>	<p><input type="checkbox"/> for a specified period until the day _____</p> <p><input type="checkbox"/> until further notice</p>
<p>Date of granting the power of attorney</p>	
<p>Signature of the Principal (Client) / persons authorized to represent the Principal (Client)</p>	