

Terms and Conditions of making payments into the Cash Account via the website for Clients of OANDA TMS Brokers S.A.

§ 1 Definitions

1. The terms used in the Terms and Conditions shall be understood as follows:
 - 1) **Client** — natural person, legal entity or organisational entity without legal personality who signed the Framework Agreement with OANDA TMS Brokers and has a Cash Account with OANDA TMS Brokers;
 - 2) **Cash Account** — account used for keeping Client's funds and handling the Register of Financial Instruments and the Operating Register, opened on the basis of the Framework Agreement concluded with the Client and maintained in the Account Deposit Currency;
 - 3) **Terms and Conditions** — „*Terms and Conditions of making payments to the Cash Account via the website for Clients of OANDA TMS Brokers S.A.*”;
 - 4) **OANDA TMS Brokers** — OANDA TMS Brokers S.A. with its registered office in Warsaw at ul. Złota 59, entered into the National Court Register under number 0000204776;
 - 5) **Business hours of OANDA TMS Brokers** - 8:00 – 20:00 on business days.

§ 2 General Provisions

1. The Terms and Conditions set out the terms of making payments to the Cash Account for Clients who signed the Framework Agreement with OANDA TMS Brokers.
2. This service does not constitute the brokerage activity carried out by OANDA TMS Brokers.
3. The Client may make a payment to the Cash Account maintained by OANDA TMS Brokers using the form published on the www.tms.pl website and the Client Zone.
4. The Terms and Conditions shall apply only if payments are made to the Client's Cash Account which authorises to conclude transactions as part of services consisting in the execution of orders to buy or sell financial instruments, the receipt and transmission of orders to buy or sell financial instruments, as well as with them, storage and registration of financial instruments, including the keeping of Cash Accounts and currency exchange provided by OANDA TMS Brokers in the following offer variants:
 - TMS Trader,
 - TMS Connect,
 - TMS Prime,
 - TMS Direct / TMS MiniDirect,
 - TMS Markets,
 - TMS Stocks.

§ 3 Terms of making payments

1. OANDA TMS Brokers shall allow the Client to make payments to the Cash Account, including in relation to the following, available in the form:
 - e-transfer online,

- fast transfer (instant transfer with the use of online payments, in particular the so-called pay-by-link),
 - payment cards.
- provided that the Client is entitled to use the given payment channel and has sufficient funds.
2. Lists of banks from which the Client can make a transfer in order to credit the Cash Account are published on the website of Dotpay Settlement Center, on the website of Trustly and on the website of Blue Media. The list of banks is also available on the OANDA TMS Brokers website if you choose payment via BlueMedia.
 3. OANDA TMS Brokers shall not be responsible for changes in the lists referred to in clause 2 above.
 4. OANDA TMS Brokers shall not be liable for a failure to complete the payment, in particular in the case of delays in communication with the settlement agent or non-acceptance of the transaction by the Dotpay Settlement Centre, Trustly, Blue Media or Safecharge Ltd.
 5. The Client may only make payments to the Cash Account owned by the Client.
 6. The Client is entitled to make payments in PLN, USD, CZK or EUR. Blue Media makes payments for TMS Markets service variant in PLN only.
 7. The minimum payment amount shall be PLN 100.00, EUR 20.00, CZK 500.00 or their equivalent.
 8. The maximum payment amount in the case of Blue Media shall be PLN 50,000.00.
 9. The maximum payment amount in the case of card payments shall be EUR 15,000 or in PLN the equivalent of EUR 15,000 at the current exchange rate.
 10. The maximum amount of one-time payment of the Client may be changed by OANDA TMS Brokers in individual situations, without having to change the Terms and Conditions.
 11. OANDA TMS Brokers shall charge a fee in the amount specified in Appendix No. 1 to these Terms and Conditions on each Client's payment (to the Cash Account maintained by OANDA TMS Brokers for the Client as part of the service variant: TMS Connect, TMS Trader, TMS Prime, TMS Direct, TMS MiniDirect) made through the Dotpay Settlement Centre, Trustly, Blue Media and Safecharge Ltd. OANDA TMS Brokers shall charge a fee in the amount specified in Appendix No. 4 to these Terms and Conditions on each Client's payment (to the Cash Account maintained by OANDA TMS Brokers for the Client as part of the service variant: TMS Markets) made through the Dotpay Settlement Centre, Blue Media and Safecharge Ltd. In the case of a Client's payment to the Cash Account as part of the TMS Stocks service variant, OANDA TMS Brokers charges a fee in the amount specified in Appendix No. 2 to these Terms and Conditions (in the case of an internal transfer from a Cash Account maintained under a service variant other than TMS Stocks, made within 7 days from the date of payment of funds to it, OANDA TMS Brokers is entitled to collect the amount constituting the difference between the indicated in Appendix No. 2 and the one indicated in Appendix No. 1 to these Terms and Conditions depending on the selected payment channel).
 12. OANDA TMS Brokers may refuse to execute a payment into the Cash Account via the website without giving a reason. OANDA TMS Brokers shall immediately notify the Client of the refusal.
 13. OANDA TMS Brokers is entitled to charge a fee equal to the commission charged by Trustly, Blue Media or Safecharge Ltd. from OANDA TMS Brokers for making transfers before making a cash withdrawal (not applicable to TMS Markets).
 - 1) in the event of the Client making payments to a Cash Account (via Trustly, Blue Media or Safecharge Ltd.) and withdrawals from a Cash Account within 60 days (from the date of

the last payment) justifying the supposition that they are carried out for purposes other than investment in as part of the service of executing orders to buy or sell financial instruments or the receipt and transmission of orders to buy or sell financial instruments provided by OANDA TMS Brokers; or

- 2) in the event of termination of the Framework Agreement on the basis of the premise of the Client using a strategy of investment that is inconsistent with the principle of equality of parties under a Framework Agreement aimed at using a technological or information advantage.

The detailed amount of the fee, depending on the selected option, is set out in Appendix no. 3 to these Terms and Conditions.

14. In the case of payment to the Cash Account via Trustly, the Client has a blocked withdrawal of these funds for 5 business days from the date of payment or until the confirmation of their booking by Trustly (depending on which event occurs first).

§ 4 Making payments

1. In order to make a payment into the Cash Account via the www.tms.pl website or the Client Zone the Client shall enter the data specified by OANDA TMS Brokers in the form made available to the Client.
2. During the payment execution process, the Client will receive the information about the status of the initiated process.
3. The crediting of the Client's Cash Account shall depend on the time of the transaction execution in the payment channel selected by the Client as well as on the time of transaction execution by the Dotpay Settlement Centre, Trustly, Blue Media or Safecharge Ltd.
4. The Client's Cash Account shall be credited immediately after OANDA TMS Brokers receives the information about the payment made by the Client (subject to the provisions of the clause 6 below), save that OANDA TMS Brokers shall not be liable for delays in crediting the Client's Cash Account that occurred outside the OANDA TMS Brokers' business hours. The maximum period for crediting the Client's Cash Account is specified in the Terms and conditions of the provision of services, referred to in § 5 clause 2.
5. If after the execution of the transaction the information about its improper execution appears, the Client shall try again or contact the Customer Service Department in OANDA TMS Brokers.
6. In the case of payment to the Cash Account via Trustly, the Client's Cash Account will be credited immediately after OANDA TMS Brokers receives confirmation of crediting the funds by Trustly (no later than within 2 business days).

§ 5 Final provisions

1. These Terms and conditions are available on the www.tms.pl website and in the Client Zone.
2. If the Client identifies any irregularities related to the process of making payments via the website, the Client shall immediately notify the Customer Service Department of the same. Only irregularities related to the process of making payments via the website into the Client's Cash Account may be the subject of a complaint submitted under these Terms and Conditions. After submitting an order for executing the payment and the lack of information on the status of the execution of the operation, the Client shall first contact the bank whose services it uses or Dotpay Settlement Center (Dotpay hotline), Trustly, Blue Media or Safecharge Ltd. If the information on the execution of the operation is received from the Dotpay Settlement Center, Trustly, Safecharge

Ltd. or the operator of the Blue Media system and funds are not booked in the Cash Account, the Client shall immediately contact the Customer Service Department.

All other reservations and complaints, including those related to the conclusion of orders by the Client, shall be reported on the basis of the Terms and Conditions of the provision of:

- services consisting in the execution of orders by TMS S.A. in the MT5 transaction system, keeping cash accounts and registers and currency exchange,
 - services consisting in the execution of orders by TMS S.A. in the MT4 transaction system, keeping cash accounts and registers and currency exchange,
 - services of executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange – TMS Trader,
 - services of executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange - TMS Connect,
 - services consisting in the execution of orders by TMS S.A. in the TMS Direct transaction systems, keeping cash accounts and registers and currency exchange,
 - services consisting in the execution of orders by TMS S.A. in the TMS MiniDirect transaction systems, keeping cash accounts and registers and currency exchange,
 - services of executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange - TMS Direct,
 - services of executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange - TMS MiniDirect,
 - services of executing orders outside the organized market (on the OTC market) by OANDA TMS Brokers S.A. in the field of contracts for differences (CFDs) and keeping accounts and registers related to the services of execution such orders on the OTC market by OANDA TMS Brokers S.A.,
 - services for the reception and transmission of orders to buy or sell financial instruments by OANDA TMS Brokers S.A. keeping of cash accounts and registers, and foreign exchange.
3. OANDA TMS Brokers makes withdrawal of funds to the Customer's bank account.
 4. OANDA TMS Brokers reserves the right to amend these Terms and Conditions. The content of the amended Terms and Conditions shall be made available on the www.tms.pl website and in the Client Zone.
 5. These Terms and Conditions shall apply from August 1st, 2022.

Appendix No. 1

Fees related to the execution of payments into the Client's cash account in the case of service variant TMS Connect, TMS Trader, TMS Direct, TMS MiniDirect, TMS Prime

Payment by bank transfer to the account indicated in the Information sheet about OANDA TMS Brokers	
payment on a cash account	0,00 %
Payments executed by Dotpay Settlement Centre	
payment to the cash account	2.00% (including up to 1.4% as a fee for Dotpay S.A., the remainder as a fee for OANDA TMS Brokers)
Payments executed by Blue Media	
payment to the cash account, excluding the channels presented below	0,00 %
Payment to the cash account via mTransfer, MultirTransfer or Orange Finance	2.00% (including 1.5% as a fee for Blue Media S.A., 0.5% as a fee for OANDA TMS Brokers)
the first payment of the Client via Blue Media - regardless of the bank	0,00 %
Payments executed by Safecharge Ltd.	
Visa or MasterCard payment card	0,00 %
Payments executed by Trustly	
payment to the cash account	0,00 %

Appendix No. 2

Fees related to the execution of payments into the Client's cash account in the case of service variant TMS Stocks

Payment by bank transfer to the account indicated in the Information sheet about OANDA TMS Brokers	
payment on a cash account	0,00 %
Payments executed by Dotpay Settlement Centre	
payment to the cash account	1,5% (including up to 1.4% as a fee for Dotpay S.A., the remainder as a fee for OANDA TMS Brokers)
Payments executed by Blue Media	
Payment to a cash account in the amount of PLN 0.01 – 500.00	0,2% (including the difference between the amount charged and PLN 0.9 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 500.01 – 1000.00	0,2% (including the difference between the amount charged and PLN 1 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 1000.01 – 2000.00	0,2% (including the difference between the amount charged and PLN 2 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 2000.01 – 3000.00	0,2% (including the difference between the amount charged and PLN 3 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 3000.01 – 4000.00	0,2% (including the difference between the amount charged and PLN 4 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 4000.01 – 5000.00	0,2%

	(including the difference between the amount charged and PLN 5 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 5000.01 – 10000.00	0,2% (including the difference between the amount charged and PLN 10 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 10000.01 – 15000.00	0,2% (including the difference between the amount charged and PLN 15 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 15000.01 – 20000.00	0,2% (including the difference between the amount charged and PLN 20 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 20000.01 – 30000.00	0,2% (including the difference between the amount charged and PLN 25 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 30000.01 – 35000.00	0,2% (including the difference between the amount charged and PLN 30 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 35000.01 – 40000.01	0,2% (including the difference between the amount charged and PLN 35 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 40000.01 – 45000.00	0,2% (including the difference between the amount charged and PLN 40 as a fee for OANDA TMS Brokers)
Payment to a cash account in the amount of PLN 45000.01 – 50000.00	0,2% (including the difference between the amount charged

	and PLN 45 as a fee for OANDA TMS Brokers)
Payment to the cash account via mTransfer or Orange Finance	1,5%
Payments executed by Safecharge Ltd.	
Visa or MasterCard payment card	0.2 EUR on payment transaction + 1.08% of the deposit amount (including as a fee for OANDA TMS Brokers in the case of Visa Credit - 0.25%, Visa Debit - 0.36%, Master Card Debit - 0.1%)
Payments executed by Trustly	
payment to the cash account	1.5% of the deposit amount (minimum 1.5 EUR; maximum 27 EUR

Appendix No. 3

Fees pursuant to § 3 para. 13 of the Terms and Conditions.

Payments executed by Blue Media	
Payment to a cash account in the amount of PLN 0.01 – 500.00	0.9 PLN on payment transaction
Payment to a cash account in the amount of PLN 500.01 – 1000.00	1 PLN on payment transaction
Payment to a cash account in the amount of PLN 1000.01 – 2000.00	2 PLN on payment transaction
Payment to a cash account in the amount of PLN 2000.01 – 3000.00	3 PLN on payment transaction
Payment to a cash account in the amount of PLN 3000.01 – 4000.00	4 PLN on payment transaction
Payment to a cash account in the amount of PLN 4000.01 – 5000.00	5 PLN on payment transaction
Payment to a cash account in the amount of PLN 5000.01 – 10000.00	10 PLN on payment transaction
Payment to a cash account in the amount of PLN 10000.01 – 15000.00	15 PLN on payment transaction
Payment to a cash account in the amount of PLN 15000.01 – 20000.00	20 PLN on payment transaction
Payment to a cash account in the amount of PLN 20000.01 – 30000.00	25 PLN on payment transaction
Payment to a cash account in the amount of PLN 30000.01 – 35000.00	30 PLN on payment transaction
Payment to a cash account in the amount of PLN 35000.01 – 40000.01	35 PLN on payment transaction
Payment to a cash account in the amount of PLN 40000.01 – 45000.00	40 PLN on payment transaction
Payment to a cash account in the amount of PLN 45000.01 – 50000.00	45 PLN on payment transaction
Payments executed by Safecharge Ltd.	
Credit card Visa Credit	For payments in EUR and PLN: EUR 0.2 on payment transaction + 0.83% of the payment amount
	For payments in CZK: EUR 0.2 on payment transaction + 1,33% of the payment amount
Credit card Visa Debit	For payments in EUR and PLN: EUR 0.2 on payment transaction + 0.72% of the payment amount
	For payments in CZK: EUR 0.2 on payment transaction + 1.22% of the payment amount
Credit card MasterCard Credit	For payments in EUR and PLN: EUR 0.2 on payment transaction + 1.08% of the payment amount
	For payments in CZK: EUR 0.2 on payment transaction + 1.58% of the payment amount
Credit card MasterCard Debit	For payments in EUR and PLN: EUR 0.2 on payment transaction + 0.98% of the payment amount

	For payments in CZK: EUR 0.2 on payment transaction + 1.48% of the payment amount
Payments executed by Trustly	
payment to the cash account	1.5% of the deposit amount (minimum EUR 1.5; maximum EUR 27)

Appendix No. 4

Fees related to the execution of payments into the Client's cash account in the case of service variant TMS Markets

Payment by bank transfer to the account indicated in the Information sheet about OANDA TMS Brokers	
payment on a cash account	0,00 %
Payments executed by Dotpay Settlement Centre	
payment to the cash account	0.00%
Payments executed by Blue Media	
payment to the cash account, excluding the channels presented below	0,00 %
Payment to the cash account via mTransfer, MultirTransfer or "I pay with Citi Handlowy".	PLN 0.00 (the first payment of the week, each subsequent deposit costs 1.3% of the net deposit amount *)
Payments executed by Safecharge Ltd.	
Visa or MasterCard payment card	1.3% of the net deposit amount
Visa or MasterCard payment card - the first payment to the cash account	0,00 %
* A week is the period between Monday 00:00:00 and Sunday 23:59:59 CEST or CET (depending on the time zone in Poland on a given day).	