



**GENERAL INFORMATION ABOUT**

**DELTASTOCK**

## 1. GENERAL INFORMATION ABOUT THE COMPANY

- 1.1. DELTASTOCK AD (“DELTASTOCK”) is a joint-stock company incorporated under the laws of the Republic of Bulgaria, registered with the Commercial Register of the Registry Agency, Unified Company Code 128042807. Company’s registered address is at 115 G Tsarigradsko Shose Blvd., “Megapark” Office Building, Office Area "E", floor 6, 1784 Sofia, Bulgaria; website: [www.deltastock.com](http://www.deltastock.com); and e-mail: [office@deltastock.com](mailto:office@deltastock.com).
- 1.2. DELTASTOCK’s conduct of investment services and activities is supervised by the Financial Supervision Commission (FSC), whose registered address is at 33 Shar Planina Str, Sofia Bulgaria; DELTASTOCK is registered with the Bulgarian National Bank, whose registered address is at 1 Knyaz Alexander Square, Sofia, Bulgaria.
- 1.3. DELTASTOCK holds licence No RG-03-0146 dated March 27, 2000 issued under MiFIA by the Financial Supervision Commission for the provision of services and conduct of activities as an authorized investment firm. DELTASTOCK is authorized to carry out trading in money market instruments, currencies, precious metals, and fixed-income contracts, registered under CIA with the Bulgarian National Bank under reg. No BGR00107. DELTASTOCK has registered branch in Romania (Deltastock AD – Bucharest Branch, registered with the Romanian National Securities Commission, certificate No 102 dated April 3, 2007, reg. No PJM01SFIM/400004) through which MiFID regulated activities are carried out. DELTASTOCK is entitled to carry out MiFID regulated activities in all European Union member states under the freedom to provide services regime. Updated information on the countries in which DELTASTOCK has established branches is available on company’s Website.
- 1.4. DELTASTOCK carries out financial investment business as follows:
  - (i) Investment services and activities under Art. 5, paragraph 2 of MiFIA and Annex I, Section A of the Directive, within the European Union and the European Economic Area, as well as in third countries, as follows:
    - a) reception and transmission of orders in relation to one or more financial instruments, including intermediation related to Trades in financial instruments;
    - b) execution of orders on behalf of clients;
    - c) dealing in financial instruments on own account;
    - d) portfolio management;
    - e) investment advice to clients;
    - f) underwriting of financial instruments and/or placing of financial instruments on a firm commitment basis;
    - g) placing of financial instruments without a firm commitment basis.
  - (ii) Ancillary services under Art. 5, paragraph 3 of MiFIA, and Annex I, Section B of the Directive, within the European Union and the European Economic Area, as well as in third countries, as follows:
    - a) safekeeping and administration of financial instruments for the account of clients, including custodianship and related services such as cash/collateral management;
    - b) granting loans to an investor to allow him to carry out a Trade in one or more financial instruments, where the firm granting the loan is involved in the Trade under the conditions and procedure set out in a regulation;
    - c) advice to undertakings on capital structure, industrial strategy and related matters and advice and services relating to mergers and the purchase of undertakings;
    - d) investment research and financial analysis or other forms of general recommendation relating to Trades in financial instruments;
    - e) services related to underwriting financial instruments.

(iii) Spot Trading in currencies with or without physical delivery, and in precious metals, including trading in money market instruments and execution of fixed-income contracts.

1.5. The Services specified above in Article 1.4 item (iii) are provided with respect to currencies and precious metals referred to in Art. 2, paragraph 2, item 8 “b” of the CIA. These services are provided only in Bulgaria and not through the foreign branches of DELTASTOCK or on the basis of the freedom to provide services. Without prejudice to the above, DELTASTOCK may provide services in Bulgaria and within the European Economic Area, through branches or on the basis of the freedom to provide services, in relation to any financial instruments as defined by Art. 3 of the MiFIA, and Annex 1, Section C of the Directive, including financial instruments which are based on currencies, precious metals, securities, indices, futures and others (such as CFDs and other derivative financial instruments).

## 2. CORRESPONDENCE. COMMUNICATION. SUBMISSION OF ORDERS. COMPLIANCE

2.1. Any correspondence and communication between the CLIENTS and DELTASTOCK, including the provision of information by the latter, will be conducted in English or other languages specified on the Website. Furthermore:

- (i) The agreements by and between the CLIENTS and DELTASTOCK may be executed in the languages specified on the Website.
- (ii) With this notice the CLIENT is informed and by signing an agreement with DELTASTOCK acknowledges and accepts that where the agreement (together with the applicable General Terms, appendices and declarations) is executed in a language other than English or Bulgarian, the English or Bulgarian version of the Agreement will prevail in case of inconsistencies or disputes.

2.2. The means of communication between DELTASTOCK and its clients are as follows:

- (i) Through the Electronic Trading Platform;
- (ii) Through visits at the offices of DELTASTOCK
- (iii) Exchanging of documents via qualified electronic signatures;
- (iv) Over the telephone;
- (v) Via electronic mail;
- (vi) Through the website of DELTASTOCK

2.3. The CLIENT can place orders through the Electronic Trading Platform, over the telephone or at a DELTASTOCK office.

2.4. DELTASTOCK submits confirmations to its clients in connection with the executed trades and statements in connection with the conducted investment services and activities. The terms and deadlines for submitting the notices for the different financial instruments are determined in the concrete agreement with the client, and they are consistent with the regulations on the market, where these financial instruments are traded.

2.5. The CLIENT may file a complaint with DELTASTOCK in compliance with the DELTASTOCK Complaints procedure, which is available on the website

## 3. CLIENT ASSETS AND PAYMENTS

3.1. DELTASTOCK segregates its financial instruments and cash from those of its clients, and shall not be held liable to its creditors with the financial instruments and cash of its clients, as well as with the securities, which are underlying with respect to the depositary receipts.

- 3.2. DELTASTOCK does not keep with itself the cash of its clients. DELTASTOCK shall keep the financial instruments of its clients in separate clients' accounts in the investment company's account, opened in a depositary institution, or in accounts opened on the account of a third party. DELTASTOCK shall deposit the cash of its clients pursuant to Art. 34, paragraph (3) of the Markets in Financial Instruments Act, as follows:
- (i) in a central bank;
  - (ii) in a credit institution;
  - (iii) in a bank, licensed in a third country;
  - (iv) in a collective investment scheme that has been authorized to pursue activity according Council Directive 2009/65/EO or undertaking for collective investment, which is a subject to control by the competent supervisory authority in a Member State, provided it meets the following conditions:
    - a) its major investment objective is to maintain certain average net asset value (net profit) or net asset value equal to the capital attracted from investors plus profit;
    - b) it invests the raised pecuniary funds exclusively in money market instruments with highest possible credit rating, awarded by a credit rating agency, whose maturity or residual term till maturity is not more than 397 days, or in instruments with fixed yield, close to that of the preceding instruments, or in instruments whose average residual term till maturity is 60 days; it may additionally invest pecuniary funds in bank deposits;
    - c) ensures liquidity on the same day or settlement on the next day.
- 3.3. Except for the cases laid down in a Regulation, DELTASTOCK shall not have the right to use:
- (i) for its account the cash and financial instruments of its clients;
  - (ii) for the account of its client the cash or financial instruments of other clients;
  - (iii) for account of a client its own cash or financial instruments.
- 3.4. DELTASTOCK applies fees and charges for the provided investment and other services, pursuant to the existing Tariff on the Interest Rates, Fees and Commissions.
- 3.5. When the fees and charges payable by the CLIENT is in foreign currency different from the base currency of his/her account it will be exchanged at the market rate at the time the obligation commenced, when that is impracticable, the closing exchange rate on the day the obligation commenced will be used.
- 3.6. DELTASTOCK clearly states the currencies in documents, statements and any other relevant data provided to retail clients and prospective relevant clients. Where such data relies on figures denominated in a currency other than that of the state in which the retail client or prospective retail client is resident, DELTASTOCK warns that the return may increase or decrease as a result of currency fluctuations.
- 3.5. It is possible that additional costs incur, including taxes, relating to the transactions in financial instruments or the investment services provided, which are not applied by DELTASTOCK and are not paid through DELTASTOCK. The timely payment of these costs/taxes is the sole responsibility and obligation of the client. The tax treatment depends on the individual circumstances of each client and may be subject to change in the future.



[www.deltastock.com](http://www.deltastock.com)

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