



CUSTOMER TRADING AGREEMENT

No. 01 - A - 00000 - 1 / 01.01.1901

On this day, 01.01.1901, the present Agreement was entered into by and between:

DELTA STOCK AD, an authorized investment firm and registered non-banking financial institution, having its registered address in Sofia, Vazrazhdane District, 6 Stefan Stambolov Blvd., Unified Company Code 128042807, represented by Mr Nikolay Trifonov Nedkov, in his capacity of Executive Director and Mr Vasil Vladimirov Tasev, in his capacity of Procurator, Hereinafter referred to as **DELTA STOCK**

And

_____,
Date of Birth _____, Place of Birth _____, Citizenship _____,
Passport/ID # _____, Date of Issue _____, Date of Expiry _____,
Address _____,
Zip code _____, City _____, State _____,
Country _____

Hereinafter referred to as the **CLIENT**

DELTA STOCK and the **CLIENT** hereinafter referred to as the **PARTIES**,

The **PARTIES** hereby agree as follows:

1. DEFINITION OF TERMS

Words and phrases beginning with capital letter and used in the present Agreement have the respective meaning given to them in the General Terms of Business for Trading in Financial Instruments (hereinafter, the “General Terms”), which are available on DELTA STOCK’s Website. The additional words and phrases listed below will have the following meaning, irrespective of whether used in the singular or the plural:

1.1. “**CFD Trading**” means the purchase or sale of CFDs based on the financial instruments listed below:

- 1.1.1. **Currencies;**
- 1.1.2. **Precious Metals;**
- 1.1.3. **Securities;**
- 1.1.4. **Indices;**
- 1.1.5. **Futures;**
- 1.1.6. **Other derivative financial instruments based on or linked to currencies, precious metals, securities, indices and other assets;**

2. SCOPE OF THE AGREEMENT

- 2.1. The CLIENT and DELTA STOCK agree to enter into Trades in Financial Instruments for the payment of consideration set out in the Tariff and in accordance with the terms of this Agreement and the General Terms. The Trades between the parties are executed on an OTC market, with DELTA STOCK acting as the counterparty to every Trade which has been entered into. The CLIENT enters into the Trades at the prices quoted by DELTA STOCK or by a third party, in his/her name, on his/her account and at his/her risk.
- 2.2. The interests, fees, commissions and other payments due under this Agreement are set out in the Tariff or are available on the Website.
- 2.3. The minimum amount required for opening a live trading account is set out in the Tariff. The account is operated in the currency specified in **Appendix No 2**.
- 2.4. Every Trade is executed only after the CLIENT or his/her Representative has placed an Order, which is on the account and at the own risk of the CLIENT. DELTA STOCK does not bear any responsibility,

nor is it liable for the results of the investment decisions of the CLIENT when a trade has been executed in accordance with the terms of this Agreement.

3. QUOTES AND ORDERS

- 3.1 For each Order the CLIENT receives quotes through the Electronic Trading Platform, at any office of DELTASTOCK, or over the telephone from the dealers of DELTASTOCK, after he/she has been properly identified as stipulated in the General Terms.
- 3.2 DELTASTOCK has the right to execute partially or cancel an Order placed by the CLIENT if at the time of the execution there has been insufficient liquidity on the respective market, on which the underlying financial instrument is traded.
- 3.3 DELTASTOCK is not obliged to quote prices for certain Financial Instruments or accept Orders for entering into Trades, in the following cases:
 - (i) The respective market is closed for trading;
 - (ii) The financial instruments underlying the CFDs are suspended from trading for any reason, whatsoever;
 - (iii) There are Force Majeure Events which prevent the trading in Financial Instruments for a certain period of time;
 - (iv) Orders are placed outside the Trading Hours of DELTASTOCK;
 - (v) In case of other circumstances specified in the General Terms or circumstances which make the provision of quotes by DELTASTOCK impossible or economically impracticable.
- 3.4 The Minimum Order Quantities for entering into trades are set out in the Tariff or are available on the Website.
- 3.5 The CLIENT may submit Orders via the Internet through the Electronic Trading Platform by using a unique user name and password in accordance with the General Terms.
- 3.6 The CLIENT may submit Orders in writing at the offices of DELTASTOCK or by means of distance communication at the telephone numbers specified by DELTASTOCK, following the procedure stipulated in the General Terms.
- 3.7 Irrespective of the means used for the submission of Orders (through the Electronic Trading Platform, over the telephone or at an office of DELTASTOCK), the CLIENT undertakes to submit Orders in compliance with the requirements and requisites specified by DELTASTOCK. Otherwise, DELTASTOCK will not be liable for the inaccurate execution of the Order submitted by the CLIENT.
- 3.8 The CLIENT is entitled to receive quotes and to submit Orders only during the Trading Hours as specified in the General Terms.
- 3.9 The types of Orders, which the CLIENT may submit as well as the manner of their execution, are set out in the General Terms.

4. TRADING MARGIN

- 4.1 When trading CFDs on currencies, the CLIENT may choose the Margin rate within the range specified on the Website. The CLIENT indicates his/her choice of the trading Margin in [Appendix No 2](#) to this Agreement that is to be completed and signed by the CLIENT.
- 4.2 The trading Margin for the different types of Financial Instruments is determined in accordance with the limits specified on the Website.
- 4.3 DELTASTOCK has the right and if required by the Applicable Law is obligated at any certain time to limit the size of the CLIENT's open positions or to refuse the execution of Orders for opening new positions, where:
 - (i) There is a suspicion or evidence that the CLIENT has received inside information as defined in the Market Abuse with Financial Instruments Act, including if the CLIENT refuses to declare such evidence according to the provisions of Art. 35, paragraph 1, point 1 of Regulation No 38 (as defined in the General Terms).
 - (ii) DELTASTOCK determines that events of Force Majeure exist;

- (iii) The funds in the CLIENT's accounts fall below the minimum level of the required Margin deposit for securing the positions opened by the CLIENT;
- (iv) There is a suspicion or evidence that the CLIENT is in violation of the following laws: AMLA or MTFa (as defined in the General Terms), or any statutory instrument enforcing them.

5. STATEMENTS AND DECLARATIONS BY THE CLIENT

By signing the present Agreement, the CLIENT acknowledges and accepts he/she has made all the declarations in accordance with the General Terms and in addition declares that:

- 5.1. He/she has read and accepts:
 - (i) the General Terms, dated 12.05.2010 and effective from 20.05.2010 available on the Website;
 - (ii) the Tariff, dated 25.03.2010 and effective from 12.04.2010, available on the Website;
 - (iii) the Order Execution Policy, dated 12.05.2010 and effective from 20.05.2010 (as far as that Policy is applicable), available on the Website;
 - (iv) DELTASTOCK's Policy on Conflicts of Interest and Execution of Personal Deals, dated 12.05.2010 and effective from 20.05.2010 (as far as this Policy is applicable), available on the Website;
 - (v) DELTASTOCK's Client Classification Policy, dated 12.05.2010 and effective from 20.05.2010 (as far as this Policy is applicable), available on the Website;
 - (vi) DELTASTOCK's Policy for aggregation and split of client orders, dated 12.05.2010 and effective from 20.05.2010 (as far as this Policy is applicable), available on the Website;
 - (vii) The General Description of the Financial Instruments and the Risks Involved, available on the Website;
 - (viii) The General information about DELTASTOCK, available on the Website;
 - (ix) Compensation of Investors, available on the Website;
 - (x) as well as he/she will make himself/herself familiar with any further updated versions of these documents as they become available on the Website.
- 5.2. He/she understands and agrees that DELTASTOCK does not provide any investment advice to the CLIENT under this Agreement and that the CLIENT submits Trade Orders only at his/her own discretion and initiative. When DELTASTOCK provides to the CLIENT information on the current situation of the different markets, it has to be considered only as information relating to the respective financial instruments. The provision of any such service is for convenience and information purposes only; therefore it could not be deemed as a recommendation for entering into or not entering into a Trade;
- 5.3. He/she understands and accepts that the execution of all his/her orders concerns trading in Financial Instruments on unregulated markets;
- 5.4. He/she is aware that the execution of all his/her orders concerns trades in CFDs based on currencies, which are traded on the foreign exchange market, and/or in CFDs based on other underlying financial instruments, which are traded on different exchanges, and as such, those trades will have to comply with the rules of the respective market. DELTASTOCK will not be held liable for any potential losses or damages incurred by the CLIENT as a result of administrative or other changes in the Market Rules of the respective exchange, clearing house, market maker or bank, where the financial instruments underlying the CFDs quoted by DELTASTOCK are traded;
- 5.5. He/she is aware of the risks involved in investments in Financial Instruments;
- 5.6. He/she has received the information, which DELTASTOCK is obligated to provide in accordance with Regulation No 38 and the MiFIA (as defined in the General Terms), as far as it is required, as well as other information specified in the General Terms and/or available on the Website;
- 5.7. He/she has filled out the Application form (representing [Appendix No 1](#)) applicable to DELTASTOCK's Agreements with clients;
- 5.8. He/she is obliged to fill out and sign:
 - (i) a declaration under Art. 4, paragraph 7 and under Art. 6, paragraph 5, item 3 of the anti-money laundering requirements of AMLA, in accordance with [Appendix No 3](#);

- (ii) a declaration for a Politically Exposed Person (PEPs) and their connected persons, in accordance with **Appendix No 4**;
 - (iii) a declaration for the beneficial owner of a legal entity under Art. 6, para. 2 of MAMLA, in accordance with **Appendix No 5**;
- 5.9.** He/she agrees to provide the personal data under this Agreement and the Appendices herewith, that is required for the execution and performance of the Agreement and agrees such data to be processed by DELTASTOCK.
- 5.10.** He/she will not enter into trades in CFDs if he/she has access to undisclosed inside information relating to the CFDs' underlying financial instrument;
- 5.11.** He/she will not enter into trades which represent hidden purchase or sale of CFDs with the underlying financial instrument being securities or indices;
- 5.12.** He/she will immediately notify DELTASTOCK if any changes occur in relation to the above declarations and information disclosed;
- 5.13.** He/she agrees that his/her account with DELTASTOCK will be debited upon execution of Orders submitted by the CLIENT under the Agreement; and

6. MISCELLANEOUS

- 6.1.** The General Terms may be varied and amended from time to time and will apply to any issues not explicitly dealt with by this Agreement. The General Terms are an integral part of this Agreement and shall apply to the extent there is no conflict between the provisions stipulated therein and this Agreement.
- 6.2.** Integral parts of this Agreement are also:
- (i) The Tariff of Interest Rates Fees and Commissions as amended from time to time;
 - (ii) **Appendix No 1** Application form;
 - (iii) **Appendix No 2** Specifications of the CLIENT's account;
 - (iv) **Appendix No 3** Declaration under the Anti-Money Laundering Act;
 - (v) **Appendix No 4** Declaration for a Politically Exposed Person (PEPs) and their connected persons;
 - (vi) **Appendix No 5** Declaration for the beneficial owner of a legal entity under Art. 6, para. 2 of MAMLA

Both parties signed and received this agreement.

For DELTASTOCK:

Date: _____
(dd/mm/yyyy)

Title: _____

Name: _____

POA No: _____

Signature: _____

For the CLIENT:

Date: _____
(dd/mm/yyyy)

Title: _____

Name: _____

Signature: _____



www.deltastock.com

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