

AGREEMENT FOR TRADING IN CFDs

No. _____ / _____

The present Agreement was entered into by and between:

Deltastock AD, an authorised investment firm, having its registered address in Sofia, 115 G Tsarigradsko Shose Blvd., Megapark Office Building, Office Area E, 6th Floor, Unified Company Code 128042807, represented by Ms Borislava Ivanova Georgieva, in her capacity of Executive Director, and Mr Petar Dimitrov Petrov, in his capacity of Executive Director, and, hereinafter referred to as **Deltastock**,

and

Full Name:

Date of Birth: Place of Birth: Citizenship:

Passport/ID #: Issue Date: Expiry Date:

Address:

Zip code: City: State:

Country:

hereinafter referred to as the **Client**.

Deltastock and the **Client** hereinafter referred to as the **Parties**,

The Parties hereby agree as follows:

1. The Client and Deltastock agree, against the remuneration specified in the Tariff of Interest Rates, Fees and Commissions of Deltastock (the Tariff) and at prices quoted by Deltastock, to enter into Trades in Contracts for Differences (CFDs) on an Over-the-Counter, or OTC, market by paying the full value of the financial instrument and/or by paying a Margin amount, subject to the provisions of the General Terms of Business Applicable to the Agreements for Trading in CFDs of Deltastock (the General Terms).

2. Words and phrases beginning with a capital letter and used in this Agreement have the respective meaning given to them in the General Terms, irrespective of whether used in the singular or the plural form.
3. Deltastock offers to its Clients the following types of CFDs:
 - a) CFDs on Securities;
 - b) CFDs on Exchange Traded Funds;
 - c) CFDs on Indices;
 - d) CFDs on Futures;
 - e) CFDs on Currency Pairs
 - f) CFDs on Precious Metals;
 - g) CFDs on other Assets.
4. By signing the Agreement, the Client and Deltastock accept the following as an explicit condition for all CFD Trades:
 - a) neither party acquires in stock the CFD's underlying asset;
 - b) neither party is obliged to purchase or sell, deliver or receive in stock the respective CFD's underlying asset;
 - c) the rights and obligations of each of the parties to the CFD are solely to make or receive payments according to the order submitted, with the results of the order execution being reflected, respectively, in their positions in financial instruments and/or cash funds in the Client's analytical accounts purposely opened with Deltastock;
 - d) CFDs are not transferrable securities and are not held in a depository institution but in analytical accounts with the investment intermediary;
 - e) CFD Trades are not subject to centralised clearing.
5. Deltastock provides Clients with the opportunity to enter into Trades in CFDs on an OTC market through the following trading accounts:
 - a) trading account on Margin through the electronic trading platform Delta Trading™;
 - b) trading account on Margin through the electronic trading platform Deltastock MetaTrader 4;
 - c) investment trading account by payment of the full value of the financial instrument through the electronic trading platform Delta Trading™.
6. Under this Agreement and its applicable General Terms, Deltastock does not offer to its

Clients trading in financial instruments other than CFDs on a market other than the OTC market.

7. With regard to trading in the above-mentioned CFDs, which is carried out on an OTC market, Deltastock is the single venue of execution of the Orders and acts as a principal to each Trade (and not as an agent or broker).
8. Deltastock does not execute Client Orders outside the execution venue specified above.
9. The Client agrees that Deltastock shall not execute their Orders in the cases where the Client has given a specific instruction for the Trade to be concluded on an execution venue other than Deltastock.
10. Client Orders are executed through the Electronic Platforms for trading in financial instruments offered by Deltastock, at prices quoted by Deltastock, with Deltastock acting as counterparty to each Client Trade. All Client Orders for trading in CFDs are executed against Deltastock's own liquidity. Deltastock does not transfer (rotate, direct, send) Client Orders to another execution venue.
11. Deltastock does not execute Client Orders grouped together (aggregated) with an Order by another Client or a Trade on own account, in the case of Orders for trading in CFDs of an OTC market, as in this case Deltastock is the only venue of execution of the Orders and acts as a counterparty to each Trade.
12. Deltastock notifies the Client in advance that by signing the Agreement, the parties agree that Client Orders will be executed outside of the trading venue (regulated market, multilateral trading system, and organised trading system).
13. Deltastock warns that any specific instructions by the Client may prevent the investment intermediary from taking the measures envisaged and applied under the Policy for Execution of Client Orders Applicable to the Agreements for Trading in CFDs of Deltastock, in order to achieve the best possible results in the execution of these Orders, with respect of the items covered by these instructions.
14. The interests, fees, commissions and other payments due under this Agreement are set out in the Tariff and/or are specified on the investment intermediary's Website.
15. The Client may deposit and withdraw funds from their account only via payment methods specified on the Website.
16. By signing the Agreement, the Client declares that all incoming and outgoing payments to and from the trading account which was opened in their name with Deltastock will be made from sources whose legal holder is the Client.
17. Deltastock will not accept and execute payments from third parties, namely:
 - a) deposits to the Client's trading account, if the person or legal entity sending the funds does not coincide with the holder of the Agreement with Deltastock;

- b) withdrawals from the Client's trading account, if the person or legal entity receiving the funds does not coincide with the holder of the Agreement with Deltastock.
18. 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 the [Appendix to the Agreement \(the Appendix\)](#).
19. Under a single Agreement, the Client can open only one trading account, in only one currency, in only one Electronic Trading Platform, through which they will use the Services provided by Deltastock.
20. The Client can choose the Electronic Trading Platform they wish to use for trading by declaring their choice in the [Appendix](#)
21. If the Client wishes to open more than one trading account in the same currency, or in different currencies, or use more than one Electronic Trading Platform, they must enter into separate agreements with Deltastock for each account.
22. By signing the Agreement, the Client declares that they are informed and agree with the possibility that the instruments offered in the Electronic Trading Platform Delta Trading™ may differ from those offered in the Electronic Trading Platform Deltastock MetaTrader 4. Up-to-date information on the instruments offered for trading in the Electronic Trading Platforms is available on the Website.
23. When placing Orders, the Client may use Scripts only in Deltastock Meta Trader 4, provided they have explicitly indicated their choice for activating a Script/MT4 Expert Advisors in the [Appendix](#).
24. Deltastock shall execute Orders placed by the Client via a Script as they are received. Deltastock shall not bear any responsibility for the manner in which the Order was placed by the Client via a Script/Expert Advisors.
25. Any Trade is executed only after the Client or their Representative has placed an Order, which is on the Client's account and at their own risk. Deltastock shall not bear any responsibility for the results of the Client's investment decisions when a Trade has been executed in accordance with the terms of this Agreement.
26. The Client shall place Orders only in the manner specified in the General Terms.
27. The Minimum Order Quantities/Sizes for entering into Trades are specified on Deltastock's Website.
28. Deltastock has the right to execute partially or cancel an Order placed by the Client if at the time of execution there has been insufficient liquidity on the respective market on which the underlying asset is traded.
29. Deltastock is under no obligation to quote prices for a certain financial instrument or accept Orders for entering into Trades, in the following cases:

- a) the respective market where the underlying asset is traded is closed for trading;
 - b) trading in Currency Pairs, Precious Metals, Futures, Securities, Exchange Traded Funds, and CFDs has been suspended for any reason, whatsoever;
 - c) there are Force Majeure events which prevent trading in Currency Pairs, Precious Metals, Futures, Securities, Exchange Traded Funds, and/or CFDs for a certain period of time;
 - d) Orders are placed outside the Trading Hours of Deltastock;
 - e) in case of other circumstances specified in the General Terms or circumstances which make the provision of quotes by Deltastock impossible or economically impracticable.
30. The Client is entitled to receive quotes and submit Orders only during the Trading Hours, as specified in the General Terms and on the Website.
31. The types of Orders which the Client may submit as well as the manner of their execution are defined in the General Terms.
32. Deltastock reserves the right, at its own discretion, to set limits in relation to:
- a) the submission and/or the execution of Client Orders (including limits on their volume), and/or
 - b) the opening of new Positions (including limits on the Positions Value) within the Business Day.
33. The Limits under **Art. 32** may be placed, altered, added or removed without prior notification to the Client.
34. Deltastock reserves the right:
- a) if the Client has submitted an Order which exceeds the predefined limits, to contact the Client through the Electronic Trading Platform or by other appropriate means and require further confirmation by the Client of the parameters of the Order. Deltastock reserves the right not to confirm an Order and/or not to proceed with its execution until it has received a confirmation from the Client.
 - b) if the Client has exceeded the predefined limits:
 - b1) to temporarily restrict the possibility of the Client to submit new Orders and/or to open new Positions, and/or
 - b2) to cancel executed Trades and/or partially or fully close existing Positions.
35. The Client shall be informed of the occurrence of the circumstances under **Art. 34** through the Electronic Trading Platform and/or their specified email address.

36. The Parties hereby agree and accept that the exceeded limits as well as the reasons for surpassing those limits will not be subject to proof in the case of a dispute on the interpretation and/or application of the Agreement, and any such dispute will be settled between the parties by mutual agreement or by the competent court. Any such circumstances relates to the market's high dynamics, the relationship of Deltastock with third-party counterparties, the current status of the trade lines, the occurrence of events which cannot be reasonably foreseen, and any other reasons whatsoever not stipulated in this article.

The rights under this provision do not waive Deltastock's rights under Art. 5.26 of the General Terms.

37. In case Deltastock establishes that the Client hinders the normal operation of Deltastock's servers by means of generating a large number of Orders and/or other messages, or attempts to cause other harms, Deltastock reserves the right to:

- a) temporarily restrict the Client's ability to submit new Orders and/or open new Positions, and/or
- b) restrict the Client's usage of Scripts. The rights under this provision do not waive Deltastock's rights under Art. 5.20 of the General Terms.

38. The Client declares that they are familiar with and accept the following circumstances related to the implementation of this Agreement:

- a) the execution and/or failure of execution of all types of Orders depends on the current liquidity of the market where the respective CFD's underlying assets are traded. Liquidity is determined by the current volume of offers to buy (respectively sell) which create the possibility of a Trade to be made; the former is a market state which varies greatly in time. Sometimes Trades are carried out with assets traded entirely on an OTC market, and their current liquidity depends entirely on banks, brokers and/or market makers which are counterparties of Deltastock; in such cases these counterparties do not provide information, nor keep any record of the current volumes which they would conclude a Trade on;
- b) information (including historical data) about the current liquidity cannot be saved and/or found and is not stored anywhere, and for this reason the parties agree and accept that this information will not be subject to proof in the course of disputes for interpretation and/or application of this Agreement, which are settled between the parties by mutual agreement or by the competent court.

39. The trading Margin for the different types of assets is determined in accordance with the limits and volumes specified on Deltastock's Website.

40. The Margin requirement may be different depending on whether the Client is categorised as a Professional Client, Retail Client, or Eligible Counterparty.

41. The Client is required to comply with the prohibitions and/or limitations related to the

Margin amount imposed by their national legislation, if any.

42. By signing the Agreement, the Client confirms that they understand the General Terms and agrees to be legally bound by them.
43. By signing this Agreement, the Client explicitly declares that:
- a) they have read and accept:
 - a.1) the General Terms of Business Applicable to the Agreements for Trading in CFDs of Deltastock, dated 16.05.2018 and effective from 30.07.2018;
 - a.2) the Tariff of Interest Rates, Fees and Commissions of Deltastock, adopted by Protocol of at a meeting of Deltastock's Management Board on 27.07.2018 and effective from 30.07.2018;
 - a.3) the Policy for Execution of Client Orders Applicable to the Agreements for Trading in CFDs of Deltastock, adopted at a meeting of Deltastock's Management Board on 16.05.2018 and effective from 22.06.2018;
 - a.4) the Conflicts of Interest Policy of Deltastock, adopted at a meeting of Deltastock's Management Board on 16.05.2018 and effective from the same date;
 - a.5) the Client Categorisation Rules of Deltastock, adopted at a meeting of Deltastock's Management Board on 16.05.2018 and effective from the same date;
 - a.6) the Client Complaints Management Rules of Deltastock, adopted at a meeting of Deltastock's Management Board on 16.05.2018 and effective from the same date;
 - a.7) the Information regarding the investment intermediary Deltastock and its services as intended for clients and potential clients, adopted at a meeting of Deltastock's Management Board on 16.05.2018 and effective from the same date;
 - a.8) the Information regarding the financial instruments subject to the investment services carried out by Deltastock and the risks involved, adopted at a meeting of Deltastock's Management Board on 16.05.2018 and effective from the same date;
 - a.9) the Information regarding the costs and charges incurred by clients of Deltastock trading in CFDs on the OTC market, adopted at a meeting of Deltastock's Management Board on 16.05.2018 and effective from the same date;
 - a.10) the Information regarding safeguarding of the financial instruments and funds of Deltastock's clients trading contracts for difference on an OTC market, adopted at a meeting of Deltastock's Management Board on 16.05.2018 and effective from the same date;
 - b) they give their explicit consent to be duly acquainted with all updated versions of the

documents under **item (a)** above through Deltastock's Website, where their up-to-date versions are available;

- c) they are aware of their right to refer to Deltastock AD reasonable and proportionate requests for information on the policies and rules under **item (a)** above;
- d) they explicitly agree that the Agreement, General Terms, and all documents applicable to them, as well as their subsequent issues, shall be provided to the Client in Bulgarian language and in English language only, and that they shall use the documents under **item (a)** above in one of the two languages (English and/or Bulgarian) and shall not request translations in other languages;
- e) they understand and agree that Deltastock does not provide any investment advice to the Client under this Agreement and that the Client submits Orders at their own discretion and initiative. When Deltastock provides the Client with information on the current situation of the different markets, it has to be considered by the Client only as information relating to the respective assets. 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;
- f) they are aware that all Trades in CFDs are related to assets traded on different trading venues and/or execution venues, and as such, the execution of those Trades will be affected by the rules of the underlying asset's respective market. Deltastock shall not be held liable for any potential losses or damages incurred by the Client as a result of administrative or other change in the Market Rules of the respective exchange, clearing house, market maker and/or bank, where the respective underlying assets are traded, and which change could have an impact on the asset (CFD) quoted by Deltastock;
- g) they are aware of the risks involved in investments in CFDs based on Securities, Exchange Traded Funds, Indices, Futures, Currency Pairs, Precious Metals, and other Assets;
- h) they give their explicit consent in principle that all their Orders will be executed outside of the trading venue;
- i) they give their explicit consent in principle to the processing of their the personal data, including the data additionally collected by Deltastock in the process of concluding and implementing the Agreement;
- j) they give their explicit consent in principle that Deltastock may conduct a verification of the personal data provided by the Client, through independent sources, in compliance with all of the requirements of the Applicable Law;
- k) they give their explicit consent that Deltastock may disclose their personal data to banks and other credit and financial institutions, which are authorised by the competent authority of their domicile, including to such entities which are established outside the European Union and the European Economic Area, provided that such disclosure is necessary for the purposes of implementing the Agreement and is in compliance with the Applicable Law;

- l) they give their explicit consent in principle that Deltastock may disclose their personal data for the purposes and objectives of the Automatic Exchange of Financial Information in the Field of Taxation, under the terms and to the entities referred to in TSSPC, for the purposes of reporting under MiFIR and EMIR, and for the purposes the tax legislation in Bulgaria, USA, and Sweden;
- m) they give their explicit consent in principle that Deltastock will provide them with information through its Website – www.deltastock.com;
- n) they explicitly prefer the durable medium used to be in the form of electronic messages and electronic documents and scanned documents sent to the email address provided by the Client;
- o) they explicitly prefer the provision of information to be carried out through the Website or the Electronic Trading Platform;
- p) they are notified by electronic means about the Website address and the exact section of the Website where the relevant information may be found;
- q) they are aware of and agree that information about volumes, highest and lowest quotes, etc. in the Electronic Trading Platform, as well as the quotes visualised in the Charts module, are indicative only and may contain errors and inaccuracies, and that Deltastock does not guarantee that Orders will be executed, or not executed, at the prices specified in this information;
- r) they are aware of and agree that the information Deltastock provides to Clients through the Website and/or Electronic Trading Platforms regarding the main characteristics and features of certain financial instruments or Services, as well as when the company provides statistical data or information regarding the current status of different financial instruments and/or markets, that this information or data is indicative only and that Deltastock does not guarantee that Orders will be executed, or not executed, at the prices specified in this information;
- s) they are aware of and agree that the information in the Charts module in Deltastock MetaTrader 4 is displayed only taking into account the “Sell” price. Deltastock does not guarantee that Orders will be executed, or not executed, at the prices specified in this information;
- t) they have familiarised themselves in a timely manner through the Website (www.deltastock.com) with the Key Information Documents (KIDs) of the financial instruments offered by Deltastock, which fall within the scope of the definition of “packaged retail and investment products” as defined in Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs);
- u) they are informed that upon their request, Deltastock shall provide KIDs on paper or other durable medium;
- v) they give their explicit consent that all subsequent KIDs and/or the changes to the already available KIDs shall be provided to them through the Website

(www.deltastock.com);

- w) they have received the information which Deltastock is obligated to provide in accordance with Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive, the Markets in Financial Instruments Act (MiFIA), and Ordinance No 38 of the FSC on the requirements to the activities of investment intermediaries, as far as it is required, as well as other information specified in the General Terms and/or available on the Website, and that they have received a notification sent by electronic means about the Website address and the page on which the respective information is displayed;
- x) they shall not enter into Trades in CFDs:
- x1) if they have access to undisclosed inside information relating to the CFDs' underlying asset;
- x2) which represent hidden purchase or sale of CFDs based on Securities, Exchange Traded Funds, Indices, Futures, Currency Pairs, Precious Metals, and other Assets;
- y) they wish to use the email address provided in the **Appendix** as an information distribution method;
- z) the information provided by them, which is necessary for performing an assessment of appropriateness by Deltastock, in the process of completing the account opening request is accurate and up-to-date.
- 44. By signing the Agreement, the Client agrees that:
 - a) prior to entering into an Agreement between them and Deltastock, they cannot enter into Trades and use the Services provided by the investment intermediary;
 - b) Deltastock cannot execute Orders on the Client's account if they have not agreed in advance to the Policy for Execution of Client Orders Applicable to the Agreements for Trading in CFDs of Deltastock, respectively to its subsequent amendments;
 - c) irrespective of Deltastock's assessment of appropriateness of whether the requested service is suitable for them, the Client should carry out their own careful assessment of whether the services provided by Deltastock are suitable for them and whether they should benefit from them;
 - d) Deltastock may deposit their funds in the persons under Art. 93, Para. 3 of MiFIA, even in the cases where Deltastock is related thereto;
 - e) Deltastock may dispose with Client funds on own account, and gives their explicit consent to that;
 - f) in compliance with the Applicable Law, all conversations and messages related to reception, transfer, and execution of Client Orders are recorded and archived by

Deltastock for the purposes of ensuring the reliability and security of the provided information, and subsequently listened to in the event of discrepancies and disputes between the parties to the Agreement;

- g)** the recordings of the conversations and the electronic messages, made under and for the purposes of the General Terms, may be used as evidence;
- h)** they give their unconditional consent that their account with Deltastock will be directly credited and debited with all positive and negative price differences resulting from Orders submitted by the Client or by their Representative, and from Trades concluded, respectively executed, on the Client's behalf and risk;
- i)** Deltastock is entitled to, at its own discretion, suspend from trading or add new financial instruments by sending a prior electronic or written notice to the Client;
- j)** in cases where Deltastock, at its own discretion, suspends a financial instrument from trading, the investment intermediary is entitled to close all existing Positions at the Market Closing Prices for the day of suspension of the respective financial instrument and/or cancel all confirmed Orders;
- k)** they give their unconditional consent to the price levels of the Trades for closing the Client's positions by Deltastock, in the cases where the investment intermediary closes partially or fully the Client's open positions at the Current Market Prices, when the deficiency in the current account balance (free funds) in the Client's account reaches the minimum Margin requirement levels indicated on the Website;
- l)** they give their unconditional consent that the Client is not entitled to contest the price levels of the Trades for closing the Client's position by Deltastock, in the cases provided for in the General terms, in the cases where the investment intermediary closes partially or fully the Client's open positions;
- m)** Deltastock shall not send a request for immediate replenishment of the deficient amount (margin call) to the Client's email address, and the notifications the Client may receive about their account status are purely informative in nature and may at any time be discontinued by Deltastock without prior notice;
- n)** the amount of funds in the Client's accounts opened with Deltastock may be different from the initially deposited amount and shall fully correspond to the results from their activities;
- o)** the receiving of quotes may sometimes be impossible during the first 15 (fifteen) minutes after the beginning of the Trading Hours or during volatility and lack of sufficient liquidity the spread between the "Buy" and "Sell" prices may be relatively wider than the usually quoted one;
- p)** in cases of sudden fluctuations in market quotes, including during opening or closing of the respective markets, limit, OCO, conditional, or stop Orders placed by the client may

be executed by Deltastock at prices that differ significantly from those indicated in the Orders;

- q) Deltastock is entitled to, at its own discretion, consider a Professional Client as a Retail Client, or to consider an Eligible Counterparty as a Professional or Retail Client, and Deltastock is entitled to undertake, at any time and on its own initiative, a change of categorisation, which results in a higher level of protection, in which case Deltastock shall send a motivated notice in writing to the Client;
- r) they understand and accept the manner in which all Order types specified in [Art. 8.7.1](#) of the General Terms are placed and executed;
- s) in the cases under [Art. 8.7](#) of the General Terms, as well as with any other Order types, a submitted or confirmed Order by them may be:
 - s1) cancelled;
 - s2) executed at a price different from that specified in the Order;
 - s3) delayed;
 - s4) partially executed;
 - s5) partially executed at a different price;
 - s6) not executed at all.
- t) in the cases under [item \(s\)](#) above, Deltastock will not bear liability for any damages incurred by the Client;
- u) they are acquainted in advance with the minimum hardware and software requirements, available on the Website, necessary for the functioning of each of the applications of the Electronic Trading Platforms: Delta Trading Desktop; Delta Trading Web (DTWeb); Delta Trading Mobile (DTMobile); Deltastock MetaTrader 4; and Deltastock MetaTrader 4 Mobile;
- v) they will stay informed of the minimum hardware and software requirements for all new versions of the applications mentioned in [item \(u\)](#) above;
- w) Deltastock will not assume any liability (including financial) if the Client has suffered damages due to inappropriate use of the Electronic Trading Platforms in conjunction with software and/or hardware that does not meet the minimum requirements listed on the Website;
- 45. By signing the Agreement, the Client is deemed informed and agrees that
 - a) their Orders will be executed on an OTC market at prices quoted by Deltastock;

- b) in the cases under **Art. 5.17** of the General Terms, Deltastock is entitled:
- b1) to offset the Client's funds against financial liabilities of the Client towards Deltastock, including the amounts blocked as collateral for financial instruments;
 - b2) call upon the Client, by way of notice, to meet their obligations within a reasonable period of time, during which the Client will deposit the outstanding amount to their account or will place an Order for closing part or all of their current Positions. The notice shall advise the Client of the right which Deltastock is entitled to under **item (b3)** below;
 - b3) upon failure by the Client to pay their liabilities, including within the additionally provided period of time under **item (b3)** above, Deltastock shall be considered to be implicitly authorised by the Client to close part or all of their Positions at its sole discretion;
 - b4) if the liabilities of the Client towards Deltastock and the amounts held in their accounts are in different currencies, Deltastock may convert such amounts at the Current Market Prices for the purposes of offsetting;
- c) they are liable for any taxes and/or other tax liabilities which may arise in relation to a Trade and/or Services provided by Deltastock, and also in the event where Deltastock pays any taxes or fulfills other tax liabilities on the Client's behalf, the latter reimburses and indemnifies Deltastock;
- d) that Order cancellation requires certain technological time and that the execution of the Order placed earlier may take place before the execution of the cancellation Order, in which case the Client shall bear all the risks of adverse consequences;
- e) Deltastock does not provide advice to Clients in relation to regulatory, legal and or tax issues;
- f) due the fact that Deltastock executes Orders for trading in CFDs outside of a trading venue, namely on an OTC market, this could lead to the following risks:
- f1) Deltastock is an execution venue and counterparty to each Trade, and therefore the Client's trading opportunities are limited to the availability of own liquidity of Deltastock;
 - f2) the trading prices are determined (quoted) by Deltastock, and not by the counter interest of another Client;
 - f3) there is a potential conflict of interest as Deltastock profits from the trading volumes realised by the Client, with possible cases where he investment intermediary realises profit in situations where the Client loses funds;
 - f4) the instruments offered for trading are not transferable and the Client cannot transfer them to another investment intermediary or to another trading venue;

- f5) the trading rules that apply on the OTC market are different from the trading rules that apply on the trading venue;
 - g) during Extended Hours Trading, there may arise additional risks, which are not mentioned in **item (f)** above but specified in the General Terms;
 - h) they should promptly notify Deltastock upon any changes to the personal data used to identify the Client or used to perform the Client's categorisation as the respective type of Client;
46. By signing the Agreement, the Client affirms all declarations and declares their consent wherever applicable under the General Terms, for the cases not mentioned above.
47. The Agreement concluded between Deltastock and the Client may be amended and supplemented by virtue of express written consent by the parties in the form of an additional agreement, except in the cases under **Art. 48, Art. 49, and Art. 50** of this Agreement.
48. In cases where the Client wishes to change their initially specified account details, as stipulated in the **Appendix**, they should fill in and submit by electronic means the special Application for Amendment of Account Details, which can be found on Deltastock's website. In such a case, it is not necessary to expressly sign an additional agreement between the Parties. The deadline for implementing the change is up to one business day after the relevant condition laid down in **Art. 49** of the Agreement has been met.
49. The Client holding an existing account is entitled only:
- a) to change the type of spread of the quotes they receive when trading in CFDs on Currency Pairs and Precious Metals through Delta TradingTM; the change is implemented only if the Client holds no open positions and confirmed orders, and/or;
 - b) to activate a Script and/or MT4 Expert Advisors in Deltastock MetaTrader 4; the change is implemented upon reception of the relevant application.
50. The General Terms may be amended in the manner specified in them without the need of an additional written agreement explicitly signed by and between the parties.
51. The documents under **Art. 43, items (a2) to (a.10)** of this Agreement may be amended in the manner specified in the General Terms without the need of an additional written agreement explicitly signed by and between the parties.
52. The Agreement shall be terminated in the order and manner specified in the General Terms.
53. With regard to the rights, obligations, and responsibilities of the parties, as well as to the nature and characteristics of the services provided under this Agreement, as well as to any issues not explicitly dealt with by this Agreement, the General Terms, in their respective applicable version, shall apply.

54. The following documents are also integral parts of this Agreement:
- a) the Tariff in its up-to-date version;
 - b) the Appendix to the Agreement for trading in CFDs, together with the Applications for Amendment of Account Details (if any).

This Agreement was drawn up and signed in two identical copies, each party retaining one copy.

For the Client: _____
(signature)

For Deltastock: _____
(signature and seal)

Title: _____

Name: _____

POA No: _____

Date: _____

Date: _____