

**AGREEMENT FOR TRADING WITH FINANCIAL INSTRUMENTS**

**CLIENT № .....**

Today, ....., between:

1. ....

Personal ID Number/ UIC (for Legal entities only): .....

Address/ Address of management: .....

Representing person: ..... Personal ID Number: .....

Manner of representation of the legal entity: .....

Identification Document (№, date of issue, issuer): .....

Email: ..... Phone: .....

Currency: ..... Trading platform: .....

hereinafter referred to as the "Client", on the one hand

and

2. Investment intermediary BenchMark Finance AD, registered in the Commercial Register with UIC 131225156, with registered office and address: Sofia, 19 Viskyar Planina Str., Holding a license to operate as an investment intermediary № RG-03-0212/09.05.2006, issued by the Financial Supervision Commission, represented jointly by the executive directors Petar Nikolaev Krastev and Denitza Bojdarova Panayotova-Hristova, hereinafter referred to as "BenchMark Finance", this agreement was concluded, referred to as below the "Agreement". For the purposes of the agreement and compliance with the requirements of the Markets in Financial Instruments Act (MFIA), this agreement shall be signed by ..... in his/her capacity of a person under Art. 77, para. 3 of MFIA

**I. Subject of the agreement**

1.1. The investment intermediary performs the services and activities on behalf of the client under standard conditions on the basis of a written agreement, the current general conditions, the policy for execution of client orders and all other documents governing trade and relations between the client and BenchMark Finance and contain the basic rights and obligations of the investment intermediary and the client. The documents under sentence one are prepared in accordance with Markets in Financial Instruments Act (MFIA), Delegated Regulation (EU) 2017/565 and Ordinance № 38 on the requirements for investment intermediaries and contain all the information that the investment intermediary must provide to its clients in accordance with the requirements of the law. The information is provided through the website of the investment intermediary, where clients/potential clients have the opportunity to get acquainted with the current documents applicable in the relations with clients and regulating the trading conditions.

Under the terms of this agreement, BenchMark Finance provides the client with the opportunity to trade with the following financial instruments: CFDs - CFDs on shares, CFDs on commodities, CFDs on currencies, CFDs on indices, CFDs on metals, CFDs on cryptocurrencies and others OTC derivative financial instruments. A description of the financial instruments and products offered by BenchMark Finance and the risks associated with them is presented on the website of BenchMark Finance - [www.benchmark.bg](http://www.benchmark.bg). BenchMark Finance may at any time offer other instruments for which the client will be notified in advance by email, publication on the website and/or by phone.

1.2. To fulfill the subject of the contract, BenchMark Finance opens an account/s of the client in a currency of the client's choice.

1.3. By signing the contract, the client agrees that the positive or negative exchange rate and price differences realized as a result of the concluded transactions with financial instruments will be reflected in the client's account, recalculated in the currency in which the client's account with BenchMark Finance is opened. This also includes all applicable fees, commissions and other costs/expenses for the client.

1.4. The services under this contract are provided only at the initiative of the client, the transactions are concluded entirely at the discretion and by order of the client. The client bears all risks of trading in financial instruments and all transaction orders are executed entirely at his/her expense and at his/her own risk. BenchMark Finance does not provide investment advice or recommendations, or any advice/consultations in connection with the client's transactions under this agreement.

1.5. Transactions are made cashless, without actual delivery/physical of purchased or sold assets, only through the client's accounts in BenchMark Finance. BenchMark Finance is a counterparty and the only place for execution of the client's orders, as all orders are executed outside the trading venue, only on the OTC market. The transaction is concluded directly between the client and BenchMark Finance on an individual basis and the financial instruments are issued by BenchMark Finance.

1.6. Transactions under this agreement are carried out on the basis of orders submitted by the client where the client receives from BenchMark Finance a quote for the respective financial instrument using the client electronic trading platform MetaTrader 4 and MetaTrader 5 or by telephone, subject to the general requirements for communication between BenchMark Finance and the client.

Depending on the trading platform used by the client, some of the financial instruments may not be available for trading.

1.7. The working hours for concluding transactions with all trading instruments are published on the BenchMark Finance website.

1.8. The contract becomes valid (enters into force) after crediting the client's account with BenchMark Finance with the respective amount, which covers the requirements for trading.

1.9. The specific conditions under which trading is carried out and transactions are concluded, as well as the financial instruments available in the respective platform for trading, are indicated on the website of BenchMark Finance.

1.10 The Client understands and agrees that in real time trading it is possible, in view of the technological time for transmission of the order, the quotations of financial instruments to change in the period between the submissions of the order by the client, receipt of the order on BenchMark Finance's servers and its implementation by BenchMark Finance. BenchMark Finance executes the client's order at the quotation available at the time of its execution. BenchMark Finance is not responsible for the change in the quotations in the period from the submission of the client's order or the quotation visible to the client, until its execution.

1.11. The Client understands and agrees that it is possible to allow a delay in the quotations, which would lead to errors in the prices of financial instruments and/or to make errors in the prices of financial instruments (regardless of the reasons) quoted by BenchMark Finance. In such cases, BenchMark Finance and the client follow the rules and procedures as provided in the General Terms applicable to agreements with clients, and BenchMark Finance has the right to take one of the following actions regarding the client's positions affected by wrong quotations:

1.11.1. To correct the quotations or parameters of the affected positions of the client, by leaving active the concluded transactions and the open positions of the client at the new quotations. In this case, BenchMark Finance determines the correct quotations at its discretion, providing on request data on prices collected from independent sources.

or

1.11.2. To declare and determine all affected positions as invalid and to cancel the transactions concluded at the wrong quotations.

1.12. The usage by clients of trading methods aimed at taking advantage of errors and/or delays in quotations, or taking advantage of other technical weaknesses in trading platforms, including when the client does so, using an automated expert system, script, API or other software developed by a third party are unacceptable for BenchMark Finance and will be considered as unscrupulous behaviour from clients's side. In the event that BenchMark Finance, in its sole discretion, defines a client's trading strategy as an attempt to

take advantage of errors and/or delays in quotations and/or technical weaknesses in trading platforms, BenchMark Finance has the right to take one or more of the following measures:

1.12.1. To adjust the quotations and price spreads to which the client has access;

1.12.2. To restrict the client's access to quotes in real time and the possibility to open positions, including to start providing quotes for a transaction only after requesting them by phone;

1.12.3. To immediately cancel the trades and all open positions of the client, concluded through the mentioned trading methods as well to offset/deduct from the client's account all previous profits, which have been gained as a result of such trading method.

1.12.4. To immediately terminate the client's access to the electronic trading platforms;

1.12.5. To terminate unilaterally, immediately and without notice the contract with the client, by notifying him/her.

1.13. The Client understands and agrees that the Client's trading account reflects the realized positive or negative exchange rate differences, as well as the differences resulting from the accrual of interest on overnight financing (swap) on the open positions as of 23:59:59 (server time), which are carried forward for the next business day, as well as all expenses, payments and adjustments in case of corporate events, dividends and others. By concluding the contract, the client gives in advance his/her unconditional and irrevocable consent for all operations that BenchMark Finance performs ex officio on client's account.

1.14. All orders or instructions of the client, submitted through the trading platforms or by e-mail (if any) will be considered received and will be a valid order or instruction and/or open position and binding transaction between BenchMark Finance and the client, only when those orders/instructions are executed by BenchMark Finance. BenchMark Finance confirms this to the client by confirming the open position/transaction and/or the generated report/reference for the assets on the client's trading account. The mere submission of an order or instruction by the client does not create an open position, binding transaction or commitment between BenchMark Finance and the client.

1.15. The Client acknowledges, accepts and understands that trading in contracts for differences and other derivative financial instruments on a margin basis (with a guarantee amount) is highly speculative, involves a high degree of risk and is suitable only for individuals who can bear the risk of loss, including loss exceeding the amount of their margin deposits. The client agrees and declares that he/she has the financial ability to bear the risk of speculative trading with financial instruments.

1.15.1. When providing investment services under this contract, BenchMark Finance requires from the client, respectively from the potential client, information about his/her knowledge and experience in connection with the investment services related to the specific type of product or service offered or sought, so that BenchMark Finance can assess whether the investment service or product is suitable for the client. When, on the basis of the received information, BenchMark Finance considers that the product or service is not suitable, it warns the client and/or the potential client in writing. The warning is made in a standardized format upon registration of the client.

**If, despite the warning received, the client wishes to use the investment service or product, BenchMark Finance hereby warns the client that the decision is entirely his/hers and the client bears the risk of using a service that is deemed inappropriate for him/her, which may incur real financial losses and informs him/her that it is good to gain knowledge and experience by participating in training courses or by initially opening a demo account.**

1.15.2. In the case where the client, respectively the potential client, does not provide the necessary information under item 1.15.1 or provides insufficient information about his/her knowledge and experience, BenchMark Finance will not be able to assess whether the specific investment service or product is suitable for him/her. The warning is made in a standardized format upon registration of the client.

**The client is notified by BenchMark Finance and declares that he/she is aware that in case of failure to provide information about his/her knowledge and experience in the field of investment services or in case of insufficient information, BenchMark Finance will not be able to**

**assess whether the offered investment service is appropriate (suitable) for him and agrees with the consequences thereof.**

1.16. The Client acknowledges, accepts and understands that trading in contracts for differences and other derivative financial instruments on a margin basis on the OTC market is carried out in accordance with market rules, conditions and principles that under certain market conditions, emergency or other undesirable situation, provide broad and extraordinary powers (authority) for the issuer of the financial instruments.

1.17. The Client understands and agrees that BenchMark Finance has the right to professionally determine whether there are unforeseen extraordinary market circumstances (extraordinary market situation) or force majeure events or circumstances, or there are circumstances in which transactions cannot be concluded on the respective markets. In such cases, BenchMark Finance may undertake the provisions of the BenchMark Finance General Terms and Conditions, the Client Order Execution Policy, as well as increase its margin requirements, suspend the offering of quotations for certain financial instruments or even to suspend the offering of certain trading instruments, to close some or all of the margin positions opened by the client and/or to suspend or amend the application of any or all of the terms of the contract with the client.

1.18. When a market, liquidity provider, stock exchange, intermediary, financial institution or third party used by BenchMark Finance for the purposes of the provided investment services takes action against BenchMark Finance, BenchMark Finance has the right at its discretion to take appropriate action against the affected transactions, investment services and opened counter-positions between BenchMark Finance and the client, including by canceling or raising the requirements for a guarantee deposit, or changing their parameters (volume, price/quotation, validity period, etc.). BenchMark Finance is not liable for any losses or missed benefits (gains) incurred by the Client as a result of such actions.

1.19. The client is responsible and bound by all actions performed on his/her behalf on the basis of valid electronic identification, when the client has used his/her password to conclude transactions by phone or has gained access to the trading platform and/or to the personally accessible section for each client - BenchMark Clients on the website of the investment intermediary. The data filled in by the client and the performed actions or operations in the trading platform and/or in the BenchMark Clients section of the investment intermediary's website are considered valid and binding statements of the client. The risk that they are not made by the client, that they do not correspond to his/her actual will, that they are not complete, accurate and/or true, is borne entirely by the client. BenchMark Finance is not liable for damages or missed benefits (gains) resulting from the above stated circumstances.

1.20. The parties agree that the client has breached its obligations under this contract with gross negligence when:

1.20.1. Has kept his/her phone transaction password or login details in the MetaTrader 4 or MetaTrader 5 platform, and/or in the BenchMark Clients section, stored/registered on the same document;

1.20.2. Has disclosed his/her phone transaction password or login details in the MetaTrader 4 or MetaTrader 5 platform, and/or in the BenchMark Clients section, to a third party, including a member of his/her family or relative;

1.20.3. Has provided his/her phone transaction password or login details in the MetaTrader 4 or MetaTrader 5 platform, and/or in the BenchMark Clients section, for use by a third party or has agreed or allowed this data to be used by a third party.

The Client shall bear all losses, regardless of their amount, related to unauthorized transactions, if they are caused by fraud or due to the non-fulfillment with gross negligence of one or more of the Client's obligations under section 1.20. In this case the client is obliged to indemnify BenchMark Finance under Art. 63 and Art. 64 of the General Terms and Conditions.

1.21. When concluding a contract with an electronic application submitted by a client through the use of electronic means and methods of communication, the provision of all necessary information by the client in accordance with applicable legal requirements in connection with its identification, comprehensive inspection, assessment of suitability, categorization of the client and etc., shall be carried out through electronic

statements between the parties, an electronic document or an electronic signature, including through a simple electronic signature within the meaning of Art. 13, para. 1 of the Electronic Document and Electronic Certification Services Act.

The parties to this contract explicitly agree that the use of a simple electronic signature within the meaning of Art. 3, item 10 of Regulation (EU) № 910/2014 or an advanced electronic signature within the meaning of Art. 3, item 11 of Regulation (EU) № 910/2014, will (be legally binding) have legal force and will be equivalent to a handwritten signature in the relations between them.

## **II. Guarantee deposit**

2.1. When an order to conclude a deal for Contracts For Differences (CFD) and other OTC derivatives on a margin basis, clients must provide a security/guarantee deposit. The guarantee deposit serves to cover the risk of losses in case of an adverse movement in the price of traded financial instruments. The minimum guarantee deposit for each position is calculated individually depending on the type of financial instrument and / or the client (non-professional, professional or eligible counterparty).

2.2. The guarantee deposit is blocked immediately as a prerequisite for opening a position in Contracts For Differences (CFDs) or other derivative instruments by the client and the client cannot use the blocked amount for other purposes until the closure of the open position it guarantees. BenchMark Finance may refuse to execute submitted by the client order to open a position in Contracts For Differences (CFDs) or other derivative instruments, if the funds on the client's trading account are insufficient to cover the minimum required margin for the respective position.

2.3. The amount of the guarantee deposit (margin requirement for opening positions in various financial instruments) is expressed as a percentage of the value of the open position. Margin requirements for different types of instruments are indicated on the BenchMark Finance website according to the type of client (non-professional, professional or acceptable counterparty). In determining the amount of the guarantee deposit requirements, BenchMark Finance complies with the requirements set by the Financial Supervision Commission (FSC), the European Securities and Markets Authority (ESMA) and/or by the supervisory authorities of other Member States of the European Union, if such requirements exist (if the case). In case of change of the regulatory requirements and/or setting of new requirements by FSC, ESMA and/or supervisory bodies of other Member States of the European Union, BenchMark Finance changes the amount of the minimum required guarantee deposit/margin, both for certain financial instruments and for individual clients.

2.4. The guarantee deposit covers the risk of possible losses from exchange rate and price differences realized as a result of transactions concluded at the client's expense, accrued interest rate swap costs for transferring the client's positions for the next business day, deducted dividend payments or other expenses. The guarantee deposit covers these risks, including the value of cash and financial instruments on the client's accounts with BenchMark Finance.

The client may enter into transactions provided that the balances on the account with BenchMark Finance are sufficient to maintain already opened positions (if any) and to open new positions that the client wishes to open.

2.5. BenchMark Finance has the right to close one or all open positions of the client without notice, at its discretion in the hypotheses described in the General Terms and Conditions of BenchMark Finance and the Policy for execution of client orders, as well as if there is a danger of realization or has already been realized a negative balance on one or more client's accounts. In the cases when the client has more than one account opened with BenchMark Finance and has realized a negative balance on one of them, BenchMark Finance has the right to use at its discretion all money and/or financial instruments available on the other accounts of the client, respectively to carry out any management and/or disposal actions in order to limit or cover the amount of losses incurred by the client and the obligations of the client, due to those losses, towards BenchMark Finance.

2.6. Upon reduction of the available amount in the trading account to the value indicated on the BenchMark Finance website by the required margin for maintaining open positions, the client pays in (deposit) the amount to cover his/her shortage of funds as soon as possible. The client has an obligation to monitor

his/her positions in the financial instrument and the margin required for their retention and to take action to deposit/pay in funds when necessary.

2.7. Upon reduction of the available amount in the trading account, the client is notified by receiving a margin call for additional deposit so that BenchMark Finance be able to maintain (keep) the open positions to protect the client from losses or risk of losses in connection with already open positions/concluded transactions or future open positions/transactions of the client. Margin call can be placed/received by the client by phone (via a recordable telephone line), by e-mail or in the electronic trading platform, including through an automatically generated message.

In case of a margin call sent to the client, the client is obliged to immediately pay to BenchMark Finance the respective requested amount of money in order to meet the margin requirement specified in the terms of trading with the various financial instruments on the investment intermediary's website. If the client does not provide the required margin deposit (guarantee amount) due in connection with the maintenance of open position (s) or transaction (s), BenchMark Finance may close any of its open positions / transactions, in part or in full, without prior notice to the client, under the conditions, price (quotation), timing (moment), at the time such action being undertaken at the discretion of BenchMark Finance.

2.8. General margin requirements of BenchMark Finance for opening positions in various financial instruments are specified on the intermediary's website. BenchMark Finance reserves the right to set specific margin requirements and obligations for specific financial instruments and transactions.

2.9. In cases where the client and BenchMark Finance have a dispute in relation to open or closed margin positions (transaction) or alleged open margin positions (transaction) or margin deals related instructions, BenchMark Finance shall have the right, at its sole discretion and without prior notice, to close ex officio that position of the client (margin transaction) or an alleged position/margin transaction if it reasonably (with reason) considers such action as desirable in order to limit the maximum amount subject to the dispute with the client.

BenchMark Finance is not responsible for future changes in the quotations and has no obligation to the client in connection with subsequent fluctuations in the quotation of the financial instrument on the closed disputable client's position/margin transaction.

If BenchMark Finance closes a client's margin transaction under this clause (in the event of a dispute), BenchMark Finance may, at its discretion, take or may take no actions to limit the client's ability to open new margin positions, including in the same financial instrument.

2.10. In all cases of an official closing of the positions, the client unconditionally agrees with the price levels at which BenchMark Finance has closed the client's positions. Regardless of the actions taken by BenchMark Finance to close the positions, if as a result the balance on the client's account is negative (loss is realized), the client should pay to BenchMark Finance an amount equal to the realized negative cash balance, and such case the (point) (item) art. 4.4, art. 4.5 and art. 4.6. of this contract shall apply:

### **III. Deposits and withdrawals**

3.1. Upon submission of a request for withdrawal by the client, the amount is blocked and cannot be used for trading purposes, mentioned in this contract.

When withdrawing an amount from the client, the requirements for a guarantee deposit described in this contract must not be violated.

3.2. The conditions for withdrawals and deposits on the client's account are governed (regulated) by the general terms and conditions, the Tariff and are shown on the website of BenchMark Finance. The client may withdraw and deposit funds in accordance with the procedures described on the intermediary's website. In cases where a prior request is required, the request for cash withdrawal can be made at the intermediary's office, through BenchMark Clients or by email sent to the email address specified on the investment intermediary's website.



3.3. The client's trading account is credited with the respective sum provided that all requirements of the Anti-Money Laundering Measures Act are met; the origin of the client's funds is clarified and including after, at the request of BenchMark Finance, the client has provided the necessary additional information, data and documents, and/or declaration for origin of the funds under art. 66 of the Anti-Money Laundering Measures Act,.

3.4. BenchMark Finance stores the funds of its clients in a common bank account opened in the name of a person (under Art. 93 of Markets in Financial Instruments Act (MFIA)). By signing this contract, the client agrees that the person under art. 93 of MFIA, under whose name clients' money will be stored, can be a person linked to BenchMark Finance.

#### **IV. Commissions, fees and other expenses**

4.1. The Client is obliged to pay to BenchMark Finance the commissions and fees, according to the conditions published on the website of BenchMark Finance and according to the following in the documents:

4.1.1. Tariff of the investment intermediary with a description of the types of expenses and fees for the client and their amount (the Tariff);

4.1.2. Information about the costs and related fees for the clients of BenchMark Finance AD on the grounds and in accordance with the provisions of art. 50, in connection with art. 46 and with Annex II of Delegated Regulation (EU) 2017/565;

4.1.3. The Key information documents (KID) for the products offered and financial instruments.

4.2. Any other payments not explicitly specified in the BenchMark Finance Tariff and the documents under art. 4.1, but related to the transactions covered by this agreement, are at the expense of the client including bank fees and commissions due in connection with the execution of remittances (deposits and withdrawals) on orders or instructions given by the client.

4.3. BenchMark Finance notifies the client of any change in the Tariff and other documents under item 4.1 through a publication on its website.

4.4. By concluding this contract, the client agrees that all amounts due by him/her under this contract to BenchMark Finance will be deducted from the funds available on the client's accounts with BenchMark Finance.

4.5. The Client undertakes to pay to BenchMark Finance all liabilities, fees, interest, losses, expenses and others (current and future, including contingencies), incurred by BenchMark Finance as a result of negative exchange rate or price differences or market gap, accrued swap for transfer of the client's positions for the next business day, withheld dividend payments and others, that have caused a negative cash balance (loss) to be realized on the client's account, together with the interest accrued for the period until their full payment. The above sentence does not apply to non-professional clients trading in contracts for differences, against which by Decision of FSC № 918-IP of 30.07.2019 the investment intermediary is obliged to provide protection in case of negative balance.

4.6. The Client undertakes to indemnify BenchMark Finance for all losses, fees, costs, expenses and liabilities (current and future, including contingencies) incurred by BenchMark Finance as a result of or in connection with a breach by the client of this agreement and/or the general terms and conditions applicable to the contracts with clients of BenchMark Finance, the Policy for execution of client orders of BenchMark Finance and/or other documents applicable in the relations with the client and/or due to violations of the regulatory requirements and the applicable legislation.

#### **V. Communication between the parties**

5.1. Under this agreement, BenchMark Finance provides the client with a password to access the respective electronic trading platform, and the client with a password for concluding transactions via telephone. The Client is obliged to change the password provided for the electronic trading platform at (upon) his/her first login and to use the passwords for the electronic trading platform or for telephone transactions every time he/she communicates with BenchMark Finance.

5.2. BenchMark Finance will accept orders for concluding transactions or orders placed through a trading platform or by telephone in compliance with the rules for submitting orders by telephone, described on the website of BenchMark Finance and an integral part of this agreement.

5.3. Upon conclusion of this agreement, the Client gives his/her explicit consent that the telephone conversations he/she makes with BenchMark Finance will be recorded and listened to if necessary, and to be used or copies of them to be used as evidence to any person, respectively a state supervisory or judicial authority, before which BenchMark Finance considers it desirable or necessary to disclose this information in a dispute between BenchMark Finance and the client.

5.4. If the client, for whatever reason, is unable to establish communication with BenchMark Finance, the BenchMark Finance shall not be liable for any damages, losses or missed benefits (gains) incurred due to the inability to be given or fulfilled client's orders.

5.5. The Client is aware, accepts and agrees that in the electronic trading platform used by him/her, he/she has an access to modules through which he/she will receive all information about transactions, reports on available assets, accrued costs, interest, commissions, fees and all due according to the current legislation information in connection with the transactions concluded by him/her, including confirmations of transactions, occurrence of a margin call on his/her trading accounts, reports and reference (statements) on his/her assets.

5.6. Any notification, notice or other message (communication) that must be provided by BenchMark Finance to the client in accordance with regulatory requirements will be made, at BenchMark Finance's choice, via e-mail to the email address specified by the client, by message in the appropriate trading platform or on the BenchMark Finance website, including in the part with personal access for BenchMark Clients only.

The message to the client is considered as received by him/her when it is published by BenchMark Finance in the trading platform used by the client or on the BenchMark Finance website.

The message sent via e-mail is considered as received when it is sent by BenchMark Finance to the e-mail contact address provided by the client. BenchMark Finance is not responsible for delays, changes or other modifications that the message may undergo after it was sent by BenchMark Finance.

5.7. The Client undertakes to check the content of any message or document, including documents sent electronically by BenchMark Finance. In the absence of obvious errors, the sent messages or documents (reports, inquiries, etc.) are considered final, unless the client notifies BenchMark Finance in writing of the opposite within 3 days after receipt of the message or document.

5.8. In connection with the communication between the client and BenchMark Finance, as well as regarding all messages (communications), notifications for changes in policies, rules, general conditions and other documents, the provisions of the General Terms and Conditions applicable to contracts with BenchMark Finance clients shall apply.

## **VI. Termination**

6.1. This agreement may be terminated by mutual consent of the parties and on the grounds, methods, conditions and procedures set forth in the General Terms and Conditions applicable to the agreements with clients of BenchMark Finance.

6.2. When a client submits a unilateral notice for termination of his/her contract, at the moment of submitting the written notification the client must not have open positions and/or outstanding liabilities to BenchMark Finance.



6.3. When sending a unilateral written notice of termination, as well as signing a bilateral agreement to terminate the contract, the client is obliged to close all its open positions in contracts for differences or in other derivative instruments before the date of termination, and to indicate at least 3 (three) working days before the termination of the contractual legal relationship, where his/her assets (funds) available with the investment intermediary (if any) be transferred to.

BenchMark Finance pays the client's funds on the basis of the instructions submitted by the client in one of the following ways: in cash at the desk in BenchMark Finance in compliance with the requirements of the Law on Restriction of Cash Payments or to a bank account specified by the client where he/she is the account beneficiary.

In case the client does not withdraw his funds in cash and does not give an order for outgoing transfer to his/her bank account, BenchMark Finance at its discretion transfers the funds to the client's bank account, from which and to which during the commercial relations with the client funds have been received or outgoing transfers have been ordered by the client or funds will be stored in BenchMark Finance on a special account for clients with terminated contracts, and the client can claim them and request their payment at any time within the 5-year limitation period.

6.4. In case where the client does not close its open positions in the trading platforms on international markets by the expiration of the term indicated in the termination notice, the client agrees that they will be officially closed at the discretion of BenchMark Finance at the time of contract termination. In the case of official closure of positions opened in the trading platforms on international markets, the client unconditionally agrees with the price levels at which BenchMark Finance has closed those positions. The funds received as result of the official closure of the positions shall be paid to the client in compliance with the procedure under item 6.3.

Irrespective of the actions taken by BenchMark Finance to close the positions, if as a result of the closure, the balance on the client's account is negative (loss is realized), the client is obliged to pay BenchMark Finance an amount equal to the realized negative cash balance.

6.5. BenchMark Finance executes the client's orders to transfer his/her assets – his/her funds to accounts specified by the client only after repayment of all obligations of the client to BenchMark Finance. The client is obliged to pay to the investment intermediary all fees, commissions, expenses, direct losses or other liabilities accrued on his/her account until the date of termination of the contract, as well as a result or in connection with the closure of his positions (if closure was necessary) and transfer of its assets (cash).

BenchMark Finance has the right to withhold all amounts due from the client before the transfer of his/her assets – his/her funds, and in case of non-payment of its financial obligations by the client, insufficient cash or negative cash balance on the client's accounts, BenchMark Finance will comply with the order, the conditions and the procedures under art. 63 and Art. 64 of the General Terms and Conditions applicable to the contracts with clients of BenchMark Finance, for which the client has been notified and has given his/her unconditional and irrevocable consent.

6.6. The Client has the right to terminate the contract without notice if he/she does not agree with the amendments or supplements to the General Terms and Conditions applicable to the contracts with clients of BenchMark Finance and/or the Tariff of BenchMark Finance. All amendments or addendums (supplements, additions) to the General Terms and Conditions/ or the Tariff of BenchMark Finance are published on the website of the investment intermediary, and the published documents indicate the date of their adoption and date of entry into force. The publication of the General Terms and/or the Tariff shall be made **not less than one month** before the entry into force of the amendments. In case of disagreement with the amendments to the General Terms and/or the Tariff, the client has the right to terminate the contract without notice before the date of entry into force of the new General Terms and/or Tariff, without liability for penalties and costs, except the costs related to the assets owned by the client and their transfer to the client's accounts. Upon termination of the contract under this procedure, the investment intermediary shall settle its relations with the client within seven days of receipt of the notification for termination by applying the procedure for settling relations with the client provided for in item 6.3, item 6.4 and item 6.5, and in the General conditions applicable to the contracts with clients of BenchMark Finance, unless otherwise stipulated in the agreement signed with the client in connection with the termination of the relationship.

6.7. The Client has the right to terminate the contract without notice if he/she does not agree with changes or addendums (supplements, additions) to the Client Order Execution Policy, the Client Categorization Policy, the products offered by BenchMark Finance and the risks associated with them, the Conflict Prevention and Management Policy of interests, Client Complaints Management Policy, Privacy Policy and other documents applicable to the client relationship. All amendments and/or addendums (additions) to these documents shall be published on the website of the investment intermediary and the published documents shall indicate the date of their adoption and the date of entry into force. In case of disagreement with the amendments, the client has the right to terminate the contract without notice by notifying the investment intermediary in writing before the date of entry into force of the new documents, without liability for penalties and costs, except for costs associated with the client assets and their transfer to the client's accounts. Upon termination of the contract under this procedure, the investment intermediary shall settle its relations with the client within 3 (three) working days from receipt of the statement for termination and according to the disposals with the assets indicated by the client, applying the procedure for settling the relations with the client provided for in item 6.3, item 6.4 and item 6.5, and in the General Terms and Conditions applicable to the contracts with clients of BenchMark Finance, unless otherwise stipulated in the agreement signed with the client in connection with the termination of the relationship.

6.8. In case the repayment of all obligations of the client as of the date of termination of the contract requires official sale of financial instruments, compensatory instruments or government securities of the client under a contract with BenchMark Finance for trading in such assets, the client unconditionally agrees with the price levels at which BenchMark Finance has sold his/her assets. When selling the client's assets, the terms and the procedure under Article 64 of the General Terms and Conditions applicable to the contracts with clients of BenchMark Finance shall be observed. Irrespective of the actions taken by BenchMark Finance to close the positions, if as a result the closer, the balance on the client's account is negative (loss is realized), the client is obliged to pay BenchMark Finance an amount equal to the realized negative cash balance.

## **VII. Final provisions**

7.1. In the event of a dispute over actions taken in implementation of this contract, BenchMark Finance has the right to close some or all open positions of the client, reduce the amount of open positions of the client, not execute an order already placed or a submitted order for a transaction, and not to accept an order for opening new positions until the dispute is resolved.

7.2. By concluding a contract, the client declares that he/she has read, understood, accepted and agreed to its terms, the current General Terms and Conditions applicable to contracts with clients of BenchMark Finance, the Policy for execution of client orders of BenchMark Finance, The BenchMark Finance Tariff, the conditions for trading in the various financial instruments described on the BenchMark Finance website and other documents applicable to the relations with the client, published on the intermediary's website, which are accepted by the client as an integral part of the contract.

All documents, applicable to and regulating the relations with the client, are constantly available and accessible on the website of the investment intermediary in their current versions, which the client declares that he/she regularly monitors and gets acquainted with, and in case of disagreement the client can always terminate his/her contract with BenchMark Finance in accordance with paragraph item 6.6 and item 6.7 above and according to the General Terms and Conditions of the investment intermediary.

7.3. For all issues/matters not settled by the contract, the General Terms and Conditions and other documents applicable to the client's relations, the requirements of the Markets in Financial Instruments Act (MFIA), Commission Delegated Regulation (EU) 2017/565 of 25.04.2016 for supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards the organizational requirements and conditions for the conduct of business by investment intermediaries and the definition of those Directives for the purposes of that Directive, Ordinance № 38 on the requirements for the activity of investment intermediaries, the Law on Public Offering of Securities, the Law on Application of Measures against Market Abuse of Financial Instruments and the bylaws on their application and the provisions of the legislation in force in the country, as well as directly applicable Regulations of the European Union governing the activities of investment intermediaries.

7.4. The client declares that he/she is aware of the conditions under which he/she can be categorized as a professional or non-professional client within the meaning of MFIA, and that he/she knows that BenchMark Finance defines all its clients as non-professional in relation to all investment services, activities and financial instruments offered. The Client agrees with the categorization made by BenchMark Finance and declares that he/she is aware that he/she may request a change of his/her categorization according to the conditions and procedures provided in the Rules for categorization of clients of BenchMark Finance. The client is aware that only if he/she is categorized as a non-professional client, he/she is entitled to compensation from the Investor Compensation Fund, which ensures payment of compensation under the conditions and by the order provided in Art. 77a -77h of LPOS in the cases when BenchMark Finance is not able to fulfill the obligations to its clients due to reasons directly related to its financial condition.

7.5. The Client declares that he/she has been informed by BenchMark Finance that in case of failure to provide information about his/her knowledge and experience in the field of investment services or in case of insufficient information, BenchMark Finance will not be able to assess whether the offered investment service is suitable for him/her and agrees with the consequences of this.

7.6. The Client declares that before concluding this contract he/she has received from BenchMark Finance all the information that BenchMark Finance is obliged to provide under the Markets in Financial Instruments Act, Commission Delegated Regulation (EU) 2017/565 of 25.04.2016 for supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards the organizational requirements and conditions for carrying out the activity of investment intermediaries and for giving definitions for the purposes of that Directive, Ordinance № 38 on the requirements for the activity of investment intermediaries, the Public Offering of Securities Act and the acts on their implementation, and that he/she is aware of the risks associated with investing in financial instruments and concluding transactions with them.

7.7. BenchMark Finance is also a personal data administrator pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and upon conclusion of a contract, BenchMark Finance notifies the client that the collection and processing of all personal data of the client is performed by the investment intermediary in order to fulfill statutory obligations to identify the client and verify its identification, categorize the client, perform an assessment of relevance and/or appropriateness, risk assessment Anti-Money Laundering Measures Act and others statutory obligations under Markets in Financial Instruments Act, Regulation (EU) 2017/565, Regulation 648/2012 on OTC derivatives, central counterparties and trade repositories (EMIR), Anti-Money Laundering Measures Act, Law on Measures against the Financing of Terrorism, Tax and Social Security Procedure Code, Ordinance № 38, etc. The collected data is stored at the investment intermediary in accordance with the requirements of the cited regulations and Personal Data Protection Act. In case the client refuses to provide his/her personal data and information or subsequently requests that his data be deleted, the investment intermediary may not operate and provide services at the expense of the client.

7.8. By concluding a contract, the individual clients and the individuals acting as representatives or being beneficial owners of clients - legal entities are notified and explicitly declare that personal data, provided voluntarily by them, can be provided to the competent state bodies supervising the activity of the investment intermediary as well as to other persons, when the obligation for this is provided in a normative act (by law). By concluding a contract, the client declares that BenchMark Finance may disclose personal data for the purposes and for the needs of reporting under MiFIR and EMIR, as well as for the purposes and for the needs of automatic exchange of financial information in the field of taxation and the persons/individuals provided for in the Tax and Social Security Procedure Code and for the needs of the tax legislation in Bulgaria, USA and other jurisdictions.

It is possible that the information under Article 142b, paragraph 1 of the Tax and Social Security Procedure Code, containing personal data of the client, availability or balance on his/her account (s), as well as gain, realized on the account (s), may be subject to automatic exchange of financial information according to Chapter XVI, section IIIa of Tax and Social Security Procedure Code to be provided to the jurisdictions in which the client is resident for tax purposes in compliance with the international commitments of the Republic of Bulgaria.

7.9. By concluding a contract, the client declares and confirms that he has/she been provided with the information under Art. 13 and of Regulation (EU) 2016/679, is familiar with the Privacy Policy and is informed that for the purposes of processing, as indicated above, BenchMark Finance:

7.9.1. Processes his/her personal data on the basis of statutory obligations;

7.9.2. Is entitled to make a copy of a client's identity card or other document containing personal data within the meaning of the General Regulation on the protection of personal data.

7.9.3. Can verify the provided personal data and identity documents from independent sources.

7.9.4. Can process, store, and use the client's contact details to provide him/her with information about services and products offered. The client may at any time object to the processing of his data for the stated purposes.

7.10. By signing this contract, the client declares that:

7.10.1. The data, information and documents provided by the client to BenchMark Finance in connection with the conclusion of a contract are provided voluntarily and not under threat, coercion or other similar circumstances.

7.10.2. The information and all data provided by the client are true, current, complete, accurate and not misleading. The documents provided by the client in connection with the contract are authentic, genuine, do not contain false circumstances or statements and are not forged or altered. The Client undertakes to inform BenchMark Finance immediately and in writing in the event of a change in them, as well as to provide other data and documents, if necessary.

7.10.3. The client has regular internet access and wishes to receive all information due under the current legal framework in connection with this contract and the transactions concluded by him/her, including confirmations, reports on the concluded transactions, reports on his/her assets, information about expenses paid and other communications, in the relevant electronic trading platform used by him/her or on the website of BenchMark Finance in the personally accessible part of BenchMark Clients or by email to the contact email provided by the client. The information will be provided in one or more of the listed ways at the discretion of BenchMark Finance. The client is obliged to notify BenchMark Finance immediately in case of change of his/her email.

7.10.4. The Client wishes to receive all general information due by BenchMark Finance such as notifications, notices, pre-advises or announcements regarding changes in the policies, rules, general terms and conditions and other documents of BenchMark Finance in accordance with this contract and the General Terms and Conditions applicable to contracts with clients of BenchMark Finance.

7.11. The policy for confidential treatment of personal data (Appendix 1) is an integral part of this contract, as well as the general terms and conditions in force at the time of its conclusion, adopted by BenchMark Finance on 10.05.2021, effective from 14.06.2021. Subsequent changes in the general terms and conditions become applicable to the client after their publication on the intermediary's website for a period of not less than one month before their entry into force, during which the client may terminate his contract if he/she does not agree with the changes.

7.12. With the conclusion of this agreement, .....,  
in the capacity of a person under Art. 77, para. 3 of Markets in Financial Instruments Act, declares that he has verified the identity of the client or his/her proxy.

This agreement is drawn up in 2 /two/ identical copies - one for each of the parties to it.

For BenchMark Finance:

For the Client:

.....

.....

## **POLICY FOR CONFIDENTIAL TREATMENT OF PERSONAL DATA**

Please read the information in this document and if you have any questions, you can contact us in the way indicated in the "Contact us" section below.

### **1. Who is administrating your personal data**

Your personal data is processed by BenchMark Finance Jsc, whose registered address is 32, Cherni Vrah Blvd., ent. A, Sofia, 1407, Bulgaria, authorized and regulated by the Financial Supervision Commission (FSC), with license № 03-0212/09.05.2006, registered in the Commercial register of the Registry Agency with Unified Identity Code (UIC) 131225156, hereinafter the "Company".

### **2. On what basis and for what purposes we process your data**

If you wish to open a trading account with the Company, you will be asked for certain information through which to establish your identification. In order to open a real account and conclude an investment services contract, we need to verify your identity, which is why we require you to provide information about your physical identity (such as name, date and place of birth, identity document, residence, citizenship, contact details, etc.). In order to provide you with the most appropriate investment service, we require information about your experience and knowledge in the field of investment. We also collect certain financial information, including data on income, assets, banking information, etc. You may be required to provide additional information that we need to fulfill the regulatory obligations for identification and maintenance of data in current form and volume.

We process your data on a legal basis and in compliance with the regulatory obligations that apply to the Company, as an investment intermediary, to identify and categorize its clients, determine their tax status and take measures against money laundering. These obligations are provided for in the Markets in Financial Instruments Act, the Anti-Money Laundering Measures Act and the by-laws on their implementation. If you decide that you do not want to provide us with certain data, it is likely that you will not be able to receive the requested service. In addition to the above purposes, we may process your data to provide you with current information about products and services that we believe are of interest to you. In these cases, we perform the processing only if we have received your consent to receive such information. You have the right to withdraw your consent at any time. We follow the rule that you can object to the processing of data for the stated purposes at any time, in which case we terminate the processing immediately.

If you sign up for our Financial Markets Training product (e.g., by opening a demo account, or by attending seminars or courses), the information we require from you is kept to a minimum (data and contact), which we need for the provision of the service and for contact with you. In these cases, we process and send you information about the product based on our legitimate interest in increasing your knowledge and skills in the field of trading in financial instruments, in view of the opportunity to be a customer, and to improve the quality of services. We process your data only to the extent necessary to achieve the objectives described above and in compliance with the principle that this does not infringe your rights in a way that would take precedence over our legitimate interest. We adhere to the rule that you may object at any time to the processing of data for the stated purposes.

The Company may also collect personal data through the use of "cookies", considered in *Policy for use of "cookies"*.

For the purpose of improving our services, the Company can process any information, available in the public registers (e.g. public databases), as well as information, received during the course of conducting its legal requirements.

In order to keep your data up to date, we may require you to update, correct, or verify its accuracy.

### **3. To whom can we disclose your data**



We do not disclose your personal information unless the provision of certain information is required by law. In exceptional circumstances, we may provide your personal data to competent public authorities and / or supervisory authorities in proceedings before them or to another person when required by law. In certain cases, we are required to disclose information: in pursuance of a judicial, regulatory or other official act or decision; based on an agreement between us and another controller (s) or processor (s) of personal data, in accordance with the requirements of applicable law; upon instructions given by you or instructions of a person authorized by you in accordance with the terms of the Trade Agreement. We require all third parties to whom we disclose personal data or who may receive it on our behalf to guarantee its confidentiality and manage it in accordance with legal requirements.

#### **4. How do we protect your data**

We apply organizational, physical and technological measures to ensure data security. We have adopted the necessary internal policies. Our employees are aware of the requirements regarding the protection of your personal data. Processing is minimized to the data required to achieve the respective objectives.

We have introduced a number of measures for the effective application of data protection principles, including but not limited to:

- ensuring constant confidentiality, integrity, availability and sustainability of processing systems and services;
- measures in case of a physical or technical incident for timely restoration of the availability and access to personal data;
- an internal process of regular testing, evaluation and evaluation of the effectiveness of technical and organizational measures to ensure the security of processing;
- technical and organizational measures to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to personal data.

#### **5. How long we store your data**

We respect the principle that your personal data should be kept for a period not longer than necessary to achieve the relevant purposes. We keep your data while you are a client of the Company and for a period of 5 years after the year of termination of employment, and for accounting records and financial statements, including documents for tax control, audit and subsequent financial inspections - 10 years from January 1 of the reporting period following the reporting period to which they relate. In certain circumstances, if we are required to have a longer retention period by law, we may retain your personal data for a longer period

#### **6. What are your rights**

You have the following rights under personal data protection law:

**Right of access:** You have the right to receive confirmation from us whether your data is being processed and, if so, to receive a copy of the data and information about the processing. Please note that for additional copies requested by you, we may charge a reasonable fee in view of our administrative costs.

**Right of correction:** If your data is incomplete or inaccurate, you have the right to request its correction.

**Right to restrict processing:** In some cases, you may have the right to ask us to restrict the processing of your personal data, e.g. if you want to determine the reason for their processing. Restricted processing usually comes down to simply storing your personal data, with all other processing being discontinued.

**Right of portability:** You have the right to receive your personal data provided to us in a structured, widely used and machine-readable format, as well as to transfer them to another administrator without hindrance from us, as long as the processing is done automatically. and on the basis of your consent.

**Right to withdraw consent:** If the processing is based on your consent, you have the right to withdraw it at any time.

**Right to object:** You have the right to object to the Company against the processing of your personal data if there is a legal basis for it; when the objection is justified, your personal data will not be processed in the future. You can always object to the processing of your personal data for direct marketing purposes, in which case we will stop processing immediately.



Right of appeal: If you consider that the processing of your personal data violates the provisions of applicable law, you have the right to file a complaint to the Commission for Personal Data Protection.

Right to be deleted ("right to be forgotten"): In some cases, you may have the right to ask us to delete your personal data. Such will be the case, for example, where data are no longer needed for the purposes for which they were collected; if you withdraw your consent, if the processing is based on it; if you exercise your right to object; and others.

Please note that in some cases your rights are limited and in the presence of a legal basis for processing some of them may be inapplicable, e.g. we will be able to change, limit or delete your personal data only to the extent, order and manner in which we are obliged to retain them due to regulatory or legal requirements.

We may need to request additional information from you in connection with your request so that we can verify your identity and that you have the appropriate right. This is an additional security measure to ensure that your personal data is not disclosed to third parties who are not entitled to receive it, and to be able to process your request in a timely manner. We will take action to satisfy your rights above for free, unless your requests are manifestly unfounded or excessive, in particular because of their recurrence - in which case we may charge a reasonable fee in view of our administrative costs or refuse to take action. at your request.

### **How can you exercise your rights?**

In order to exercise your rights in connection with the processing of your personal data by us, please contact us in one of the ways listed below (section "Contact us"). We will respond to your comments, questions and requests within one month of receiving them. If necessary, this period may be extended by another two months, taking into account the complexity and number of requests, of which you will be informed within the initial period of one month.

### **7. Contact us**

For questions and requests in connection with the processing of your personal data, please send them to the attention of our data protection officer at: BenchMark Finance AD, Sofia 1407, 19 Viskyar Planina Str. 2nd floor or by e-mail at [dpo@benchmarkfx.co.uk](mailto:dpo@benchmarkfx.co.uk)