

BROKERAGE SERVICE AGREEMENT

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:

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 director Denitsa Bozhidarova Panayotova-Hristova and the procurator Veselin Dimitrov Genchev, 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 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 and 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, the client assigns and BenchMark Finance agrees to provide the client with the following services::

1.1.1. Acceptance and transmission of orders in connection with one or more financial instruments, and execution of orders at the expense of the client in connection with financial instruments under Art. 4, items 1-3 of the Markets in Financial Instruments Act (MFIA) and/or compensatory instruments within the meaning of the Compensatory Instruments Transactions Act, as well as orders for purchase of financial instruments at initial public offering and/or trading orders on the primary and secondary market with government securities (government securities).

1.1.2. Storage and administration of the client's funds and/or financial instruments in a depository institution, including custodial activity and related services such as management of the received funds or of the provided collateral.

1.1.3. To perform the activity of a registration agent by submitting to the respective depository institutions data and documents for registration of:

1.1.3.1. transactions with financial instruments, previously concluded directly between the parties, as well as to register the transfer of shares in the cases under Art. 149a, para. 5 and Art. 156, para. 4 of the Law on public offering of securities.

1.1.3.2. transfer of dematerialized financial instruments in case of donation and inheritance;

1.1.3.3. change of data for the holders of dematerialized financial instruments, correction of erroneous data, issuance of duplicates of supporting documents and other actions provided for in the regulations of the respective depository institution.

1.2. The orders are submitted personally by the client in an office of BenchMark Finance, through the e-commerce platform BG Trader, by phone or email. The submission of an order through a proxy is permissible only in the office of the investment intermediary and if the proxy presents a notarized power of attorney, which contains representative authority to perform management and/or disposition actions with financial instruments.

1.3. Client orders are executed in accordance with the client execution policy of BenchMark Finance and in the best interest of the client. Clients' orders can be executed at licensed trading venues - regulated market, Multilateral trading facility (MTF) or Organized trading facility (OTF), or outside the trading venue of financial instruments (unregulated, OTC market). When orders are executed on a trading venue, they are executed on the regulated market and Multilateral trading facility (MTF) organized by the Bulgarian Stock Exchange (BSE). Orders for trading in Bulgarian government securities issued by the Bulgarian state may be executed on a regulated market on the BSE or on a multilateral trading system, on the interbank market or outside a trading venue. BenchMark Finance executes orders for transactions in government securities issued by other countries on a multilateral trading facility, on the interbank market or outside the trading venue.

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

1.5. When providing investment services under this agreement, BenchMark Finance requires from the client, respectively from the potential client, information about his 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 the service is not suitable, it warns the client or the potential client in writing. The warning is made in a standardized format when registering 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 and the client bears the risk of using a service that is deemed inappropriate for him, it is possible to bear real financial losses and informs him that it is good to gain knowledge and experience by participating in training courses or by initially opening a demo account.

1.6. In case the client, respectively the potential client, does not provide the necessary information under item 1.5 or provides insufficient information about his knowledge and experience, BenchMark Finance will not be able to assess whether the specific investment service or product is suitable for him. The warning is made in a standardized format when registering the client.

The client is notified by BenchMark Finance and declares that he is aware that in case of failure to provide information about his 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 for it and agrees with the consequences.

1.7. BenchMark Finance notifies the client, given that the services under the agreement are provided at the initiative of the client, then BenchMark Finance may not perform the assessment of suitability when the subject of the services are the following financial instruments:

- a) shares admitted to trading on a regulated market or on an equivalent market in a third country, or in Multilateral trading facility (MTFs), where they are shares of companies other than units of undertakings other than collective investment schemes and shares involving a derivative instrument;
- b) bonds or other forms of securitized debt admitted to trading on a regulated market or an equivalent market in a third country or in an Multilateral trading facility (MTF), with the exception of those bonds or other forms of securitized debt with an embedded derivative or which have a structure for which it is more difficult for the client to understand the associated risk;
- c) money market instruments other than those with an embedded derivative or that have a structure that makes it more difficult for the client to understand the associated risk;
- d) shares or units of collective investment schemes with the exception of structured collective investment undertakings referred to in the second subparagraph of Article 36 (1) of Regulation (EU) N^o 583/2010;
- e) structured deposits, with the exception of those with a structure that makes it more difficult for the client to understand the risk of return or the cost of early exit from the investment;
- f) other simple financial instruments, similar to those under letters "a" - "e";

In this case the investment intermediary shall comply with all the requirements under Art. 76 Markets in Financial Instruments Act (MFIA) on the measures for prevention, establishment and management of conflicts of interest, notifying the client of potential conflicts of interest through the Policy for Management of Conflicts of Interest published on its website.

1.8. Prior to concluding an agreement, the client, respectively his representative, shall identify himself in compliance with the procedure under the Anti-Money Laundering Measures Act and the regulations for its implementation. BenchMark Finance cannot conclude an agreement if the client has not been identified and if the client or his representative has not provided and agreed with the necessary documents, has submitted documents with obvious irregularities or the data in them are incomplete, have inaccuracies or contradictions. or there is another circumstance that gives rise to suspicion of improper identification or representation.

1.9. When concluding a agreement 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 agreement expressly agree that the use of a simple electronic signature within the meaning of Art. 3, item 10 of Regulation (EU) N^o 910/2014 or improved electronic signature within the meaning of Art. 3, item 11 of Regulation (EU) N^o 910/2014, will have legal force and will be equivalent to a handwritten signature in the relations between them.

1.10. All orders or instructions of the client submitted through the trading platform BG Trader or by email (if any) will be considered received and will be a valid order for a transaction or instruction, or a binding transaction between BenchMark Finance and the client, only when these orders or instructions are executed by BenchMark Finance, as BenchMark Finance confirms this to the client through the confirmation of the 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 give rise to a transaction or binding commitment between BenchMark Finance and the client.

II. Commissions, fees and other payments at the expense of the client

2.1. The Client undertakes to pay to BenchMark Finance the commissions and fees in accordance with the conditions published on the BenchMark Finance website and in accordance with the provisions of the following documents:

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

2.1.2. Information on 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;

When selling financial instruments - owned by the client, BenchMark Finance deducts the amount of remuneration from the funds received as a result of the sale. When purchasing financial instruments by order of the client, the remuneration of BenchMark Finance is paid by the client in advance together with the provision of funds for the purchase of financial instruments for which the client has given an order.

2.2. Any other payments that are not explicitly stated in the Tariff of BenchMark Finance, but are related to the transactions subject to this agreement, are at the expense of the client, including but not limited to:

2.2.1. Fees and commissions due to Bulgarian Stock Exchange AD (BSE) for transactions with financial instruments, according to the current tariff for services provided by BSE AD.

2.2.2. Bank fees and commissions due in connection with the execution of remittances (installments and withdrawals) on submitted orders to the client.

2.2.3. Bank fees and commissions due upon purchase/sale of government securities or other debt securities, according to the tariff for services provided by the respective securities depository bank.

2.2.4. All fees and commissions due to the depository institution concerned in connection with the services it provides and determined in accordance with the current tariff of that institution.

2.3. The trustee commission specified in the BenchMark Finance Tariff in respect of the financial instruments and cash held by the client is accrued and deducted by BenchMark Finance at the client's expense on a monthly basis. In case the client does not have funds at BenchMark Finance and BenchMark Finance cannot exercise his right under sentence one, the client should pay the due commission to BenchMark Finance within three working days of receiving notification from BenchMark Finance. In case of delay of the client, the client owes the payment of the commission for custodial activity, together with the moratorium interest for the period from the expiration of the term under the previous sentence, in which the client should have paid the commission, until the day of payment. In the event of a change in the conditions for deducting a commission for custody activity specified in this item, BenchMark Finance shall notify the client in accordance with the procedure provided for in this agreement and the general conditions.

2.4. A trustee commission is not due from clients categorized by BenchMark Finance as a professional or eligible counterparty according to the Markets in Financial Instruments Act (MFIA) criteria.

2.5. When transferring financial instruments to another intermediary, as well as when exchanging financial instruments, the client may owe a fee, if any, according to the Tariff of BenchMark Finance in force at the time of the transfer.

2.6. The current Tariff of BenchMark Finance and Information on 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 Annex II of Delegated Regulation (EU) 2017/565 with the fees due by the client and commissions for the services provided under this agreement are available at the office of BenchMark Finance and on the website of the investment intermediary. BenchMark Finance notifies the client of any change in these documents by publishing it on its website.

2.7. The Client can choose a tariff plan in case the BenchMark Finance Tariff provides such a possibility. If the client subsequently wishes to change his tariff plan, he must notify BenchMark Finance by an explicit written statement of intent received at the BenchMark Finance office or by email sent by email, provided by the client at the conclusion of the agreement.

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

2.9. The Client undertakes to pay to BenchMark Finance all liabilities, fees, interest, losses, expenses, expenses and others (current and future, including contingencies) incurred by BenchMark Finance as a result of the services, transactions and operations under this agreement, together with the interest accrued for the period until their full payment.

2.10. The Client undertakes to indemnify BenchMark Finance for all losses, fees, expenses, 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 agreements 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.

III. Contributions and withdrawals

3.1. The conditions for withdrawal and import of amounts on the client's account are regulated in the BenchMark Finance Tariff, in the General Terms and Conditions applicable to the agreements with BenchMark Finance clients and on the website of the investment intermediary. The client can withdraw and deposit funds according to 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 e-mail sent to the e-mail address specified on the investment intermediary's website.

3.2. The client's trading account is credited with the respective amount of money provided that all the requirements of the Anti-Money Laundering Measures Act are met, the origin of the client's funds is clarified, including after the client has provided the necessary additional money at the request of BenchMark Finance information, data and documents, and/or declaration of origin of the funds under Art. 66 of the Law on Measures against Money Laundering.

3.3. BenchMark Finance stores the funds of its clients in a joint bank account opened in person under Art. 93 of Markets in Financial Instruments Act (MFIA). By signing this agreement, the Client agrees to the person under Art. 93 of MFIA, in which his funds will be stored, a person related to BenchMark Finance can be connected.

IV. Rights and obligations of the parties

4.1. The client has the right to:

4.1.1. To receive from BenchMark Finance complete and accurate information about the risks associated with each transaction or financial instruments for which the client has placed an order, as well as the types of transaction costs and their amount.

4.1.2. To require exact execution of their orders, regardless of whether they are submitted on the spot in the office of BenchMark Finance, through the e-commerce platform BG Trader, by phone or email.

4.1.3. To enter in the BG Trader platform orders for transactions with financial instruments and/or compensatory instruments and/or government securities, in accordance with the requirements of the General Terms and Conditions of BenchMark Finance and other applicable documents of BenchMark Finance, the Trading Rules of Bulgarian Stock Exchange AD (regulated market and MTF) and applicable regulations.

4.1.4. Cancel your orders entered in the BG Trader platform, deleting them in the prescribed manner.

4.1.5. To receive comprehensive and accurate information about the funds and financial instruments that BenchMark Finance holds at its expense and about the terms of the agreement for their storage.

4.1.6. To receive from BenchMark Finance a written confirmation for each concluded transaction, no later than the first business day following its conclusion, as well as additional information, reports and reports on its assets through the BG Trader platform or the email provided by the client or in the BenchMark section Clients on the website of the investment intermediary (at the discretion of the investment intermediary).

4.1.7. To receive the information under Art. 110g, para. 3 of Law on the markets of financial instruments, when BenchMark Finance receives information from the depository institution regarding corporate events initiated by public companies (general meeting of the shareholders, exercising the right to vote, dividend, etc.). The information on corporate events is provided to the clients-shareholders in these companies through a special section on the website of the intermediary, unless otherwise agreed with a specific client-shareholder.

4.1.8. To receive the full benefit in case BenchMark Finance executes his order at a price more favorable than the one indicated by the client in the order.

4.2. The client is obliged to:

4.2.1. To provide the funds necessary for the execution of the purchase order submitted by him or to certify in another way that he will fulfill his obligation to pay.

4.2.2. To place orders for transactions with financial instruments and/or compensatory instruments and/or government securities only up to the amount of its balances on accounts in BenchMark Finance, covering immediately, but not later than the end of the next business day, the negative balances, in case that such arise as a result of transactions concluded by him.

4.2.3. To issue orders for sale of financial instruments/compensatory instruments/government securities only if the instruments - subject of the sale order, are available on the client's account, are not blocked in a depository institution, as well as if no pledge or attachment has been established on them.

4.2.4. To submit an order for purchase of financial instruments/compensatory instruments/government securities after providing BenchMark Finance with the funds necessary for payment under the transaction - subject of the order, upon submission of the order, unless the client certifies that he will fulfill his obligation to pay. BenchMark Finance assesses on a case-by-case basis whether it can assume that the client has verified that he will fulfill his payment obligation. When a client is categorized as an eligible counterparty or professional client, BenchMark Finance may assume that this is a sufficient condition and the client has certified that it will meet its payment obligation. In case of non-payment by the client, BenchMark Finance applies Art. 63 and Art. 64 of the General Terms and Conditions, for which the client with the conclusion of a agreement gives his unconditional and irrevocable consent.

4.2.5. When submitting and withdrawing orders for trading through the BG Trader platform to comply with the provisions of this agreement, the General Terms and Conditions of BenchMark Finance and other applicable documents of BenchMark Finance, the rules of the trading venue - Trading Rules of BSE AD (regulated market and MTF) and applicable regulations.

4.2.6. To keep secret and not to provide to third parties your password for concluding transactions by telephone, your password for access to the BG Trader platform and your password for access to the BenchMark Clients section on the intermediary's website. In order to maintain the confidentiality of personal data, transaction data and personal wallet of each client, it is necessary for the client to change his password the first time he enters the BG Trader trading platform.

4.3. The client is responsible and bound by all actions performed on his behalf on the basis of positive electronic identification, when the client has used his password to conclude transactions by phone or has gained access to the BG Trader platform and/or to the personally accessible section for each client. BenchMark Clients on the investment firm's website. The data filled in by the client and the performed actions or operations in the BG Trader platform and/or in the BenchMark Clients section of the investment intermediary's website are considered as valid and binding statements of the client. The risk that they are not made by the client, that they do not correspond to his 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 lost profits resulting from the stated circumstances.

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

4.4.1. has stored his password for concluding transactions by phone or his login data in the BG Trader platform and/or in the BenchMark Clients section recorded on the same document;

4.4.2. has communicated his password for concluding transactions by telephone or his login details in the BG Trader platform and/or in the BenchMark Clients section to a third party, including a member of his family or relative;

4.4.3. has provided his password for concluding transactions by phone or his login data in the BG Trader platform and/or in the BenchMark Clients section for use by a third party or has agreed or has allowed this data to be used by a third party.

4.5. 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 item 4.4. In this case the client is obliged to indemnify BenchMark Finance under Art. 63 and Art. 64 of the General Terms and Conditions.

4.6. BenchMark Finance notifies its clients that telephone conversations and electronic communication with them, as well as the reception and initiation by the investment intermediary of telephone conversations and messages or of conversations and messages through electronic means of communication, which relate to concluding transactions or receiving, transmitting and the execution of client orders are recorded, for which the client, by concluding a agreement, gives his unconditional and irrevocable consent.

4.7. The Client undertakes to comply with all regulatory requirements in accordance with the rules of the trading venue and applicable law, especially The Law on Markets in Financial Instruments, Delegated Regulation (EU) 2017/565, Ordinance № 38 on the requirements for the activity of investment intermediaries, The Law on Public Offering of Securities, The Law on the Implementation of Measures Against Market Abuse of Financial Instruments, The Law on Measures against Money Laundering and their Implementing Acts, and the rules of the trading venue (Bulgarian Stock Exchange).

The inspections performed by the BG Trader platform or BenchMark Finance in connection with orders entered into by the client for transactions do not release the client from the liability provided by the current legislation and the rules of the trading venue.

4.8. BenchMark Finance has the right to:

4.8.1. To refuse to execute an order submitted by the client for conclusion of a transaction in cases where the order does not meet the requirements of applicable regulations and especially The Markets in Financial Instruments Act, Delegated Regulation (EU) 2017/565, Ordinance № 38 on the requirements for the activity of investment intermediaries, The Public Offering Act securities, The Law on the Implementation of Measures Against Market Abuse of Financial Instruments, The Law on Measures against Money Laundering and its Implementing Acts, and the rules of the trading venue (Bulgarian Stock Exchange).

4.8.2. To terminate unilaterally for a certain period or definitively the client's rights to use the services under this agreement if by his actions the client violates the provisions of the agreement, the General Terms and Conditions of BenchMark Finance, the Client Order Policy and other documents applicable to the client or the provisions of the applicable legislation.

4.8.3. To receive all commissions, fees and other payments for interest, losses, expenses, expenses and liabilities determined in accordance with Section II of this agreement, due from the client to BenchMark Finance.

4.9. BenchMark Finance will not execute a client's order and will accordingly refuse to execute an submitted order when the client declares that the transaction subject to the order constitutes a covert purchase or sale of financial instruments, the client declares or BenchMark Finance establishes that the financial instruments subject to purchase orders are not available, they are blocked in the depository institution, they are seized or a pledge is entered, as well as if this would lead to a violation of Markets in Financial Instruments Act, The Law on the public offering of securities, The Law on Special Investment Purpose Companies, The Law on the

Implementation of Measures Against Market Abuse of Financial Instruments, Anti-Money Laundering Measures Act or other regulations.

4.9.1. The prohibition on an order to sell financial instruments that are not available on the client's account may not apply in cases where the investment firm otherwise ensures that the financial instruments subject to the sale will be delivered on the day of settlement of the transaction.

4.9.2. The ban on pledged financial instruments does not apply in the following cases:

- the acquirer has been notified of the established pledge and has expressly agreed to acquire the pledged financial instruments and there is an explicit consent of the pledge creditor in the cases provided for under the Special Pledges Act;
- the pledge is established on a set within the meaning of the Special Pledges Act.

4.10. BenchMark Finance is obliged to:

4.10.1. To execute exactly the client's orders and to execute orders for purchase or sale of financial instruments and/or compensatory instruments and/or government securities only by order of the client, containing the specific parameters of the orders, according to the current legislation and the rules of the trading venue (Bulgarian Stock Exchange) , as in the cases under item 4.8 and item 4.9. BenchMark Finance has the right to refuse the execution of an order submitted by the client.

4.10.2. To provide the client with a username and password for access to the BG Trader platform, which password the client undertakes to change upon his first login to the trading platform. The initially received access password is used for the initial identification of the client in the BG Trader platform.

4.10.3. During the trading sessions on the Bulgarian Stock Exchange (regulated market and MTF) to execute each client's order in a timely manner in accordance with the objective conditions for execution and in compliance with the requirements of current legislation and the rules of the Bulgarian Stock Exchange.

4.10.4. To provide the client with information on confirmations of transactions, operations, reports and statements of assets, expenses and fees, etc. statutory references and notifications regarding the services provided to the client. The information under the previous sentence is considered duly provided by BenchMark Finance if it is available in the BG Trader platform or in the personally accessible section of BenchMark Clients on the website of the investment intermediary, or if it is sent to the email address provided by the client at the conclusion of the agreement.

4.10.5 When the client's order for the transaction is submitted not through the BG Trader platform, but in a BenchMark Finance office, by phone or email, BenchMark Finance provides the written confirmation of the concluded transaction by the end of the next business day after the transaction at the e-mail address. of the client or in the reference for the assets on the client's accounts in the personally accessible section BenchMark Clients on the website of the investment intermediary. If the client has not provided an email contact address or the same is out of date, the confirmation of the transaction is provided at the office of the investment intermediary at the request of the client.

4.11. BenchMark Finance is not responsible for delays, inaccurate or incomplete execution or complete non-execution of the service requested by the client or an order or instruction submitted by the client, when this is due to reasons beyond BenchMark Finance's control, such as the following non-exhaustive cases:

4.11.1. In case of inaccurate, incomplete or incorrect input of the data necessary for the implementation by the client.

4.11.2. When this is due to a failure of the counterparty to a transaction that BenchMark Finance could not have foreseen or prevented.

4.11.3. In cases of abuse of client rights by unauthorized third parties who received the username and password of the client.

4.11.4. In case of technical problems, interruption of power supply or information networks.

- 4.11.5. In case of interruption of the internet connection between the parties to the agreement and/or with Bulgarian Stock Exchange AD.
- 4.11.6. Interruption of the operation of the information system of BSE AD.
- 4.11.7. In the absence of an Internet connection between some or all Internet providers.
- 4.11.8. In case of crashes in the BG Trader platform.
- 4.11.9. In case of impossibility to place an order by the client due to lack of connection between him and the BG Trader platform.
- 4.11.10. In case of global power supply disturbances.
- 4.11.11. In case of force majeure or circumstances or unforeseen/extraordinary market circumstances, independent of BenchMark Finance, disrupting the normal process of providing services under this agreement, including when in these cases BenchMark Finance may impose restrictions on the volume of transactions or filter trading, introduce pre-set trading thresholds, credit limits, suspend or delay the execution of customer orders or take other restrictive measures.
- 4.11.12. By order bodies.
- 4.11.13. For other reasons beyond the control of BenchMark Finance.
- 4.12. BenchMark Finance is not responsible for damages or lost profits by the client in connection with the use and operation of BG Trader in case of technical failures of the electronic system, delayed access due to the communication environment used by the client - the quality of its Internet connection, physical location of the client, the internet route through which his connection passes, capacity, shortcomings and parameters of the technical access devices used by the client, hardware or software products used by the client, etc., and is not responsible for damages or lost profits. during the time period between the introduction of the order by the client and its execution by BenchMark Finance and/or as a result of the client's inability to establish a connection with BenchMark Finance and/or to submit an order, respectively.
- 4.13. 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 submission of the order by the client, receipt of the order on BenchMark Finance servers. and its implementation by BenchMark Finance on the relevant market. BenchMark Finance executes the client's order at the quotation available at the time of its execution at the respective trading venue or market. 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. In case of deviations and differences between the price of the respective financial instrument in the electronic trading platform BG Trader and the prices / quotations of the respective trading venue (regulated market or MTF on Bulgarian Stock Exchange AD), the orders are executed according to the quotations of the respective trading venue.
- 4.14. Always in case of technical impossibility, lack of internet connection, interruption of power supply or information networks and any technical problems, as well as in the cases under item 4.11. the client has the right and opportunity to submit orders in the office of BenchMark Finance or by phone on a recording telephone line under Art. 96-97 of MFIA and in compliance with the general requirements for communication between BenchMark Finance and the client.
- 4.15. The Client is responsible for all negative consequences (lost profits, losses, damages, indemnities, expenses, etc.) that may arise as a result of his actions committed in violation of the law, incorrectly or incorrectly submitted orders, granted access to his password for transactions under phone (which is also used for communication with BenchMark Finance), provided access to BG Trader or in the personally accessible section BenchMark Clients to third parties, etc.
- 4.16. 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 no transactions can be made in the relevant 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 suspend or permanently offer

certain financial instruments or direct electronic access to a trading venue, suspend the offering of all or certain services and / or suspend or amend the application of any or all of the terms of the agreement with the client.

4.17. BenchMark Finance is not responsible for the expediency or appropriateness of the client's investments, nor for maintaining the frequency of transactions concluded/performed by the client. BenchMark Finance does not guarantee that the submission of orders and the conclusion of transactions with financial instruments leads to a positive result, profit or success. BenchMark Finance is not responsible for the final financial result achieved by the client. It is impossible to guarantee a profit or release from a loss when trading in financial instruments. The Client confirms that he has not received such guarantees or similar assurances from BenchMark Finance or any of its employees, and that the Client has not entered into the agreement, nor will he act in the future considering and relying on such guarantees or similar assurances.

V. Provisions applicable to the BG Trader platform

5.1. The electronic trading platform BG Trader provides the client with:

1. Continuous remote access to his trading account on the Bulgarian Stock Exchange (regulated market and MTF), information on balances and stocks, movements, reports on the client's assets and reports;
2. Direct electronic access (DEA) for submitting orders for concluding transactions on the Bulgarian Stock Exchange and the regulated market and Multilateral trading facility (MTF) organized by it. The service is provided every working day, except for weekends and public holidays and non-working days on the Bulgarian Stock Exchange;
3. Receipt of confirmations for executed transactions (received immediately in the electronic trading system itself), market information, analyzes and others. The service is provided every working day, except for weekends and public holidays and non-working days on the Bulgarian Stock Exchange.

5.2. The investment intermediary is responsible for the implementation of the requirements of the law and the rules of the respective trading venue by the clients to whom it provides the service for providing direct electronic access (DEA) to a trading venue through the electronic platform BG Trader, through which clients trade financial instruments. of the regulated market and/or multilateral trading system organized by the Bulgarian Stock Exchange. The investment intermediary monitors the transactions concluded by these clients in order to establish violations of the requirements of the first sentence, illegal trade or conduct that may be related to market abuse and which notifies the Financial Supervision Commission.

BenchMark Finance monitors and assures clients using the Direct Electronic Access (DEA) service to a trading venue that they cannot exceed the respective pre-set trading thresholds and credit limits.

5.3. When using the BG Trader platform, all orders are submitted personally by the client. The legally required written form of the order for entering or canceling client orders is considered complied with when entering or deleting orders from the client in the BG Trader platform. The transactions concluded by means of orders entered in BG Trader give rise to all rights and obligations for the parties in accordance with the applicable legislation and the provisions of the rules of trading on the Bulgarian Stock Exchange.

5.4. By concluding a agreement, the client explicitly declares that he is fully acquainted with the current manual for working with the BG Trader platform. BenchMark Finance reserves the right to change the scope of services provided through the BG Trader platform, including to change the technical procedure concerning the provision of services or functionality of the platform, to make changes related to the requirements of current legislation, improvements for security reasons or other improvements. BenchMark Finance notifies the client of the changes through a message in the BG Trader platform, on the BenchMark Finance website or in the BenchMark Clients section, or by sending an e-mail or by contacting the client by phone. The client undertakes to always use the latest version of the electronic trading platform, which is always available on the website.

5.5. In some cases, in order to fulfill the obligations of BenchMark Finance, according to the current legislation and the Rules of Bulgarian Stock Exchange AD, after entering an order in the BG Trader platform,

BenchMark Finance may refuse or suspend the execution and further introduction of the order for trading on the markets organized by BSE AD.

5.6. Each client of BenchMark Finance using the BG Trader platform agrees with the mechanisms used by BenchMark Finance, guaranteeing the client's integrity, reliability, completeness and immutability of the data and information flows in the BG Trader platform, as well as that the persons using the BG Trader platform are accurately, correctly and unambiguously identified and that these persons may not waive or in any other way change the obligations or legal consequences arising from the use of the BG Trader platform.

5.7. The client has the right and can order at any time to block the access rights to the BG Trader platform. If the client has reasonable doubts that his access password has become available to unauthorized third parties, he is obliged to immediately inform BenchMark Finance by phone or on site at the company's office. BenchMark Finance is not responsible for any adverse effects that occurred prior to receiving notification of unauthorized access to the platform and a request to block the right of access to it.

5.8. BenchMark Finance maintains up-to-date market information in the BG Trader platform from sources it considers reliable. The information offered through the BG Trader platform is not considered as investment advice, nor as a recommendation for concluding a transaction for purchase or sale of financial instruments. The client should familiarize himself with all the necessary information before making his investment decision, including the main risks associated with the respective financial instrument, the issuer's activity and other relevant information.

5.9. The current market information in the BG Trader platform, on the website of the investment intermediary or in the BenchMark Clients section on the status of the various financial instruments, issuers and/or markets is indicative and should not be taken as a recommendation or investment advice for concluding or refraining from the conclusion of a transaction, such as offering a specific investment strategy or providing investment advice. Market information obtained through the BG Trader platform, the website or the BenchMark Clients section cannot be interpreted as a forecast for the future movement of prices of financial instruments, nor does it constitute advice, encouragement or approval for placing specific orders or concluding transactions. The client is responsible for his awareness, for the knowledge of the rights and obligations in relation to the financial instruments, the related risk, as well as for the observation of events, essential for the financial instruments and the movements on the capital markets. BenchMark Finance is not obliged to notify the client in the event of such events, nor to take any other individual measures in relation to the client.

VI. Termination

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

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

6.3. When sending a unilateral written notice for termination of the agreement, as well as when signing an agreement for termination of the agreement, the client is obliged to indicate at least 3 (three) working days before the expiration of the period given to him in the notice of the termination of the agreement where to transfer his financial instruments and/or funds, if any with the investment intermediary. The client's financial instruments shall be transferred to a depository institution, in accordance with the depository institution's rules, to the client's sub-account with another person designated by the client or to the client's personal account, including by opening a new account, if the client does not specify his sub-account within a beforementioned period.

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 BenchMark Finance in compliance with the requirements of the Law on Restriction of Cash Payments or in a bank account specified by the client is the holder. In the event that before the date of termination of the contract, the client does not withdraw his funds in cash and does not give an order for outgoing transfer to his 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 received funds or outgoing transfers have been ordered by the client or stored in BenchMark Finance on a special account for clients with terminated agreement, and the client can seek them and request their payment at any time within the 5-year limitation period.

6.4. BenchMark Finance executes the client's orders for transfer of his financial instruments and funds to the accounts specified by him, only after repayment of all obligations of the client to BenchMark Finance. The client is obliged to pay all fees, commissions and expenses of the investment intermediary in connection with the transfer of its assets - its financial instruments and cash.

BenchMark Finance requires and/or offsets from the client the payment of all fees, commissions, expenses and other liabilities accrued up to the date of termination, as well as any additional costs or direct losses due to termination, if any.

BenchMark Finance has the right to withhold all amounts due from the client before transfer of its assets - financial instruments and funds, as in case of unfulfilled monetary obligations, insufficient cash availability or negative cash balance on the client's accounts, BenchMark Finance will comply with the terms, conditions and procedures under Art. 63 and Art. 64 of the General Terms and Conditions applicable to the agreements with clients of BenchMark Finance, for which the client has been notified and gives his unconditional and irrevocable consent.

6.5. Upon termination of the contractual relationship, BenchMark Finance has the right, at its own discretion, to complete a transaction that is performed for the benefit of a client and is initiated before the termination.

6.6. The Client has the right to terminate the agreement without notice if he does not agree with the amendments or supplements to the General Terms and Conditions applicable to the agreements with clients of BenchMark Finance and/or the Tariff of BenchMark Finance. All amendments or supplements to the General Terms and/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 agreement 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 agreement under this procedure, the investment intermediary shall settle its relations with the client within seven days of receipt of the statement of termination by applying the procedure for settlement of 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 agreements with clients of BenchMark Finance, unless otherwise agreed 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 agreement without notice if he does not agree with amendments 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 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 agreement 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 related to assets and their transfer to the client's accounts. Upon termination of the agreement under this procedure, the investment intermediary shall settle its relations with the client within 7 (seven) days from receipt of the statement for termination and according to the disposals with the assets specified by the client, applying the procedure for settlement 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 agreements with clients of BenchMark Finance, unless otherwise agreed in the agreement with the client in connection with the termination of the relationship .

6.8. In case the client, in addition to this agreement, has concluded with BenchMark Finance a agreement for trading in agreements for differences (CFD) and other OTC derivative financial instruments, and for repayment of all obligations of the client as of the date of termination of this agreement its positions, opened in the platforms for trading on international markets MetaTrader 4 or MetaTrader 5 under the agreement concluded with BenchMark Finance for Trading in Agreements for Differences (CFD) and other OTC derivative

financial instruments, the client unconditionally agrees with the price levels at which BenchMark has closed his 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 is obliged to BenchMark Finance amount in the amount of the realized negative cash balance.

VII. Communication between the parties

7.1. BenchMark Finance provides the client with a password for access to the respective e-commerce platform BG Trader, and the client with a password for concluding transactions by phone. The Client is obliged to change the password provided to him for the electronic trading platform at his first login to it and to use the passwords for the electronic trading platform or for telephone transactions every time communicates with BenchMark Finance.

7.2. BenchMark Finance will accept orders for concluding transactions or placing orders through the trading platform, in office, email or by phone in compliance with the rules for submitting orders by phone, described on the website of BenchMark Finance and an integral part of this agreement.

7.3. By concluding this agreement, the client gives his explicit consent to the telephone conversations he conducts with BenchMark Finance to be recorded and listened to if necessary, as well as to be used or copies of them to be used as evidence before any person, respectively state supervisor 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.

7.4. If the client, for any reason, is unable to communicate with BenchMark Finance, BenchMark Finance is not liable for any damages, losses or lost profits caused by the inability to give or execute the client's orders.

7.5. The Client is aware, accepts and agrees that the electronic trading platform used by him has access to modules through which he 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 it, including confirmations of transactions, reports and statements on its assets.

7.6. Any notification, notice or other communication that must be provided by BenchMark Finance to the client in accordance with regulatory requirements or this agreement may be made, at the option of BenchMark Finance, by e-mail to the e-mail address specified by the client, by message in the appropriate trading platform or on the BenchMark Finance website, including in its part with personal access only for BenchMark Clients.

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

The message sent by e-mail is considered 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 sending it by BenchMark Finance.

7.7. The Client declares that he wishes to receive confirmations for transactions concluded on the basis of orders submitted to the office of BenchMark Finance, by phone or email, at the e-mail address provided by him or in the statement of assets on the client's accounts in the personally accessible BenchMark Clients section. on the website of the investment intermediary. The client is aware that if he has not provided a contact email address or the same is out of date, the confirmation of the transaction is provided in the office of the investment intermediary at the request of the client.

7.8. 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.

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

VIII. Final provisions

8.1. In the event of a dispute regarding actions taken pursuant to this agreement, BenchMark Finance has the right to restrict the provision of certain services or suspend the provision of all services under this agreement, to restrict the client's access to the trading platform or the BenchMark Clients section, does not execute an already placed order or submitted order for a transaction, as well as not to accept an order for new transactions or positions in financial instruments, until the dispute is resolved.

8.2. By concluding a agreement, the client declares that he has read, understood, accepted and agreed to its terms, the current General Terms and Conditions applicable to agreements 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 client's relationship, published on the intermediary's website, which are accepted by the client as an integral part of the agreement.

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

8.3. For all issues not settled by the agreement, the General Terms and Conditions and other documents applicable in the client relationship, 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 performance of activities by investment firms and for providing definitions for the purposes of that Directive, Ordinance № 38 on the requirements for the activities of investment firms, The Public Offering of Securities Act, the Act on the 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 the directly applicable EU Regulations regulating the activity of investment intermediaries.

8.4. The client declares that he is aware of the conditions under which he can be categorized as a professional or non-professional client within the meaning of Markets in Financial Instruments Act (MFIA), and that he knows that BenchMark Finance defines all its clients as unprofessional in relation to all offered investment services, activities and financial instruments. The Client agrees with the categorization made by BenchMark Finance and declares that he is aware that he may request a change of his 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 is categorized as a non-professional client, he 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 Law on the public offering of securities 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.

8.5. The Client declares that he has been informed by BenchMark Finance that in case of failure to provide information about his 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. agrees with the consequences of this.

8.6. The Client declares that before concluding this agreement he 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 the performance of activities by investment firms and for providing definitions for the purposes of that Directive, Ordinance № 38 on the requirements for the activities of investment firms, The Public Offering of Securities Act and the acts on their implementation, and that it is aware of the risks associated with investing in financial instruments and concluding transactions with them.

8.7. BenchMark Finance is also a controller of personal data 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 Regulation on data protection) and by concluding a agreement, 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 establish the identity of the client and verify his identification, categorization of the client, performing an assessment for suitability and/or expediency, risk assessment under the Anti-Money Laundering Measures Act, etc. 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, Anti-Terrorist Financing Measures Act, Tax and Social Security Procedure Code, Ordinance № 38, etc. The collected data are 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 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.

8.8. By concluding a agreement, the natural persons and the natural persons, representing or actual owners of the legal entities, are notified and explicitly declare that the personal data, provided voluntarily by them, may 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 concluding a agreement, the client declares that BenchMark Finance may disclose his personal data for the purposes and for the purposes of reporting under MiFIR and EMIR, as well as for the purposes and for the purposes of automatic exchange of financial information in the field of taxation. the persons provided for in the Tax and Social Security Procedure Code and for the needs of the tax legislation in Bulgaria, the USA, etc. jurisdiction.

The information under Art. 142b, para. 1 of the Tax and Social Security Procedure Code, containing personal data of the client, availability or value on his account (s), as well as the income realized on the account (s), to be subject to automatic exchange of financial information according to Chapter XVI, Section IIIa of Tax and Social Security Procedure Code and to be provided to the jurisdictions of which the client is a local person for tax purposes, in fulfillment of the international commitments of the Republic of Bulgaria.

8.9. By concluding an agreement, the client declares and confirms that he has been provided with the information under Art. 13 et seq. Of Regulation (EU) 2016/679, is aware of the Privacy Policy and is informed that for the purposes of processing, as mentioned above, BenchMark Finance:

8.9.1. Processes his personal data on the basis of statutory obligations.

8.9.2. He has the right to make a copy of his identity document or another document containing his personal data within the meaning of the General Regulation on the protection of personal data.

8.9.3. It can verify the provided personal data and identity documents from independent sources.

8.9.4. It can process, store, use the clients contact details to provide information about services and products offered. The client may at any time object to the processing of his data for the stated purposes.

8.10. By signing this agreement, the client declares that:

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

8.10.2. 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 agreement are authentic, genuine, do not contain false circumstances or statements, are not forged or forged. 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.

8.10.3. The Client has regular access to the Internet and wishes to receive all information due in accordance with applicable regulations in connection with this agreement and its transactions, including confirmations, reports on transactions, reports on its assets, information on paid expenses and other communications, in the respective electronic trading platform used by him 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 when changing his email.

8.10.4. The Client wishes to receive all general information due by BenchMark Finance such as notifications, notices, notices or notices regarding changes in the policies, rules, general conditions and other documents of BenchMark Finance in accordance with this agreement and the General Terms and Conditions applicable to agreements with clients of BenchMark Finance.

8.11. The privacy policy (Appendix 1) is an integral part of this agreement, as well as the general conditions in force at the time of its conclusion, adopted by BenchMark Finance on 10.05.2021, last amended due to introduction of the euro by a decision of the Board of Directors of BenchMark Finance AD from 11.12.2025, effective from 01.01.2026. 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.

8.12. 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:

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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 processes your data.

Your data are processed by Investment Intermediary BenchMark Finance AD, with registered office and address of management Sofia, 19 Viskyar Planina Str., 2nd floor, with a license for investment intermediary from Financial Supervision Commission № 03-0212 / 09.05. 2006, entered in the Commercial Register at the Registry Agency with UIC 131225156, hereinafter referred to as 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 enter into a agreement for the provision of investment services, we must verify your identity, therefore 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, property, 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 the 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, to determine their tax status and to 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 consider that you do not wish to provide us with certain data, it is possible 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 at any time to the processing of data for the stated purposes, in which case we terminate the processing immediately.

If you sign up for our Financial Markets Training product (eg by opening a demo account, or by attending seminars or courses), the information we require from you is kept to a minimum (data and data for contact), which we need for the service provided 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 client, as well as to improve the quality of services. We process your data only to the extent necessary to fulfill the purposes 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 follow the rule that you can object at any time to the processing of data for the stated purposes.

Personal data may also be collected through the use of cookies, discussed in the **Policy for the use of cookies**.

In order to ensure the proper performance of the services, we may process any information that is available in public registers (including in a public database and data published on the Internet), as well as information obtained in connection with the implementation of legal provisions. 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 data 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 Trading Agreement. We require all third parties to whom we disclose personal data or who may receive them on our behalf to ensure their confidentiality and to manage them in accordance with the law legal requirements.

4. How 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 accident 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 stored for a period not longer than necessary to achieve the relevant purposes. We store your data while you are a client of the Company and for a period of 5 years after the year of termination of the legal relationship, and regarding accounting records and financial reports, including documents for tax control, audit and subsequent financial inspections – for 10 years, starting from January 1 of the reporting period following the reporting period to which they relate. In certain circumstances, if we are required by law to keep a longer period of storage, we may store your personal data for a longer period.

6. What are your rights

You have the following rights under 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 find out 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 interference on our part, as long as the processing is carried out 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 this; 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 the purposes of direct marketing, 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 would be the case, for example, where data are no longer needed for the purposes for which they were collected; if you withdraw your consent, in case 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 confirm 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 free of charge, unless your claims 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?

To exercise your rights in connection with the processing of your personal data by us, please contact us in one of the ways indicated 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 email at dpo@benchmark.bg.