

**CONTRACT PENTRU FURNIZAREA DE  
SERVICII DE INTERMEDIERE**

Nr ..... /.....

Astazi, ....., in orasul ....., prezentul Contract este incheiat intre:

**CONTRACT FOR PROVISION OF  
INTERMEDIATION SERVICES**

Nº ..... /.....

On this ... day of the month of ..... 2011, the present Contract is concluded by and between:

**PARTILE CONTRACTANTE****PARTIES**

.....  
[Nume si prenume], CNP ....., act de identitate serie si nr ....., eliberat la data de ..... de catre ..... adresa (localitatea) ....., Str ....., Nr..... Bloc ..... Scara ..... Etaj ..... Apartament ..... Sector/Judet ....., adresa de corespondenta (localitatea)..... Str ..... Nr..... Bloc ..... Scara ..... Etaj ..... Apartament ..... Sector/Judet ....., adresa de e-mail ....., telefon....., denumit in continuare „**CLIENT**”,

[Nume companie]....., CUI ....., inregistrata la Oficiul Registrului Comertului sub J...../....., sediu social ....., adresa de corespondenta....., telefon....., email.....

.....[full name], having Personal ID Number ....., holder of ID document No. ...., issued on ..... by ....., valid through ....., residing at: the town of ....., correspondence address: ....., contact telephone: ....., electronic mail: ....., hereinafter referred to as “**CLIENT**”,

[Company name]....., having UIC ....., having its seat and registered office ....., correspondence address: ....., contact telephone: ....., electronic mail: ....., hereinafter referred to as “**CLIENT**”,

....., denumit in  
continuare „**CLIENT**”,

Reprezentat de catre .....  
.....[Nume si  
prenume],CNP ..... ,act de  
identitate serie si nr ..... ,  
eliberat la data de ..... de catre  
..... adresa (localitatea)  
..... Str.....  
Nr... Bloc ..... Scara ..... Etaj .....  
Apartament ..... Sector/Judet .....  
adresa de corespondenta  
(localitatea).....  
Str..... Nr... Bloc ..... Scara  
..... Etaj ..... Apartament ..... Sector/Judet  
....., adresa de e-mail .....  
..... , telefon.....  
in calitatea de ..... (imputernicit /  
reprezentant legal), imputernicirea notariala  
nr. .... , pe de o parte, si

Societatea de servicii de investitii financiare  
BULBROKERS EAD, avand sediul in Sofia  
1504, Bulgaria, Sheynovo Nr 7, telefon de  
contract: (+359 2) 4893 712, email:  
sales@bulbrokers.com, posesoare a licentei  
pentru prestarea serviciilor de investitii  
financiare Nr PF-03-0009/14.07.2008 emisa  
de Comisia de Supraveghere Financiara,  
reprezentata de catre Radoslav Georgiev  
Rachev, CNP 7101205104, in calitate de  
director executiv, prin .....,  
CNP ..... in calitatea sa de  
..... (broker / persoana sub art.39,  
par.1, punctul 2 din Ordonanta Nr 38 /  
director executiv / mandatar), denumit in  
continuare **BULBROKERS**, de cealalta parte

Duly represented by .....  
.....[full name],  
having Personal ID Number .....  
holder of ID document No. ....  
issued on ..... by ....., valid  
through ....., residing at: the town of  
....., correspondence address:  
.....  
....., contact  
telephone: ....., electronic mail:  
....., in their capacity of  
..... under Power of Attorney  
No. .... dated  
....., being one of  
the Parties hereto, and

Investment Firm BULBROKERS EAD, having  
UIC 115152520, having its seat and registered  
office in Sofia City, at 1504, 7 Sheynovo  
Street, contact telephone: (+359 2) 4893 712,  
electronic mail: sales@bulbrokers.com, holder  
of a Licence to Perform Activities as an  
Investment Intermediary No. PF-03-  
0009/14.07.2008, duly issued by the Financial  
Supervision Commission, represented by its  
Executive Director Mr Radoslav Georgiev  
Rachev through ....., having  
Personal ID Number ....., in  
their capacity of ..... [a  
broker/person under Article 39, paragraph 1,  
item 2 of Ordinance No. 38/ Executive  
Director/ Procurator], hereinafter:  
“**BULBROKERS**”.

## OBIECTUL CONTRACTULUI

**Art. 1 (1)** CLIENTUL desemneaza si  
BULBROKERS accepta sa furnizeze  
urmatoarele servicii de intermediere legate  
de incheierea de tranzactii cu instrumente  
financiare in contul CLIENTULUI, in  
conformitate cu ordinele plasate de CLIENT in  
temeiul acestui Contract:

**1.** acceptarea si transmiterea ordinelor  
referitoare la unul sau mai multe

## SUBJECT-MATTER

**Art. 1 (1)** The CLIENT assigns and  
BULBROKERS accepts to provide the following  
intermediation services in relation to the  
conclusion of transactions with financial  
instruments on account of the CLIENT,  
pursuant to orders placed by the CLIENT on  
the grounds of this Contract:

**1.** acceptance and transmission of orders in  
relation to one or more financial instruments,

instrumente financiare, inclusiv intermedierea incheierii de tranzactii cu instrumente financiare;

**2.** executarea de ordine.

**(2).** CLIENTUL desemneaza si BULBROKERS accepta sa furnizeze servicii legate de incheierea de tranzactii forex prin intermediul unui cont in marja .

**(3).** CLIENTUL desemneaza si BULBROKERS accepta pastrarea si administrarea numerarului si/sau instrumentelor financiare livrate de CLIENT sau dobandite de acesta in legatura cu furnizarea serviciilor conform par. 1.

**(4).** Conform acestui Contract, precum si la cererea CLIENTULUI, BULBROKES va furniza de asemenea si servicii de agent custode.

**(5).** In cadrul indeplinirii prezentului Contract, BULBROKERS nu va furniza, iar CLIENTUL nu are dreptul sa solicite de la acesta consultanta pentru investitii, consultanta legala sau fiscala, precum si alte servicii.

**(6).** Informatiile cu privire la piata furnizate de BULBROKERS sau alte informatii legate de anumite instrumente financiare nu constituie recomandari pentru incheierea sau renuntarea la a incheia o tranzactie.

## **INCHEIEREA CONTRACTULUI.**

### **INTRAREA IN VIGOARE**

**Art. 2. (1).** Contractul este incheiat pe perioada de un an.

**(2).** In cazul in care nici una dintre parti nu comunica celeilalte parti dorinta de incetare a contractului, in termen de doua saptamani inainte de expirarea termenului mentionat la par.1, Contractul va fi extins pentru o perioada nedeterminata.

### **REMUNERAREA**

**Art.3. (1).** Pentru serviciile furnizate in termenii acestui contract, BULBROKERS are

including intermediation for conclusion of transactions with financial instruments;

**2.** execution of orders.

**(2).** The CLIENT assigns and BULBROKERS accepts to provide services in relation to the conclusion of foreign exchange margin transactions against provision of a guarantee amount.

**(3).** The CLIENT assigns and BULBROKERS accepts to keep and administer the cash and/or financial instruments delivered by the CLIENT or acquired by him/her/it in relation to the provision of services under par.1.

**(4).** Pursuant to this Contract and upon request of the CLIENT, BULBROKERS shall also perform services of registration agent.

**(5).** In the performance of this Contract BULBROKERS shall not provide and the CLIENT shall not have the right to request from it investment consultations, legal, tax and other advices.

**(6).** The market information or the information for certain financial instruments provided by BULBROKERS shall not constitute a recommendation for conclusion or refraining from conclusion of a transaction.

## **CONCLUSION OF THE CONTRACT.**

### **ENTRY INTO FORCE**

**Art.2. (1).** The Contract is entered into for a term of one year.

**(2).** In case that neither party expresses before the other party will to discontinue the relations within two weeks prior to the date of expiration of the term under par.1, the Contract shall be extended for an indefinite period of time.

### **REMUNERATION**

**Art.3. (1)** For the services provided on the grounds of this Contract BULBROKERS shall be

dreptul la remunerare din partea CLIENTULUI.

**(2).** Valoarea remunerarii va fi determinata in functie de Tarifele privind remunerarea pe baza comisioanelor standard prevazute in contractul cu clientii, cu exceptia cazurilor in care se stipuleaza altfel in prezentul Contract.

**(3).** BULBROKERS va avea de asemenea dreptul de a incasa cheltuielile sale in conformitate cu serviciile prevazute in prezentul Contract.

**(4).** Remunerarea si cheltuielile vor fi deduse din contul in marja deschis de client la BULBROKERS.

**(5).** Daca nu sunt fonduri suficiente in contul in marja pentru indeplinirea obligatiilor referitoare la remunerare si cheltuieli, CLIENTUL va fi obligat sa plateasca in ziua incheierii tranzactiei respective remunerarea si cheltuielile catre BULBROKERS.

entitled to remuneration from the CLIENT.

**(2).** The amount of the remuneration shall be determined pursuant to Tariff for the Standard Commission Remuneration under Contracts with clients, unless otherwise established upon the placement of the specific order pursuant to this Contract.

**(3).** BULBROKERS shall also be entitled to the expenses made by it in pursuance of the services provided pursuant to this Contract.

**(4).** The remunerations and the expenses shall be set off against the funds in the open CLIENT's cash account with BULBROKERS.

**(5).** If there are not sufficient funds in the CLIENT's cash account, for performance of the obligation for remuneration and expenses, the CLIENT shall be bound to pay, in the day of conclusion of the specific transaction, to BULBROKERS the remuneration and the expenses.

#### **ACCEPTAREA, PLASAREA SI EXECUTAREA ORDINELOR**

**Art.4** BULBROKERS va furniza servicii in temeiul acestui Contract in conformitate cu ordinele plasate de CLIENT.

**Art.5.** CLIENTUL este obligat, la plasarea unui ordin de cumparare de instrumente financiare, sa furnizeze BULBROKERS fondurile necesare efectuarii platii pentru tranzactie, cu exceptia cazului in care s-a convenit altfel.

**Art.6.** CLIENTUL este obligat, la plasarea ordinelor de vanzare, sa detina instrumentele financiare care fac obiectul ordinului, in contul CLIENTULUI; ele nu trebuie sa fie blocate intr-o institutie depozitara, ca obiect al unui gaj sau interdictii impuse, cu exceptia cazului in care in baza unui act juridic aceste cerinte nu se aplica, cu exceptia cazului in care s-a convenit altfel.

**Art.7.** CLIENTUL este obligat la plasarea unui ordin pentru incheierea unei tranzactii, sa

#### **ACCEPTANCE, PLACEMENT AND EXECUTION OF ORDERS**

**Art.4** BULBROKERS shall provide services on the grounds of this Contract in pursuance of orders placed by the CLIENT.

**Art.5** The CLIENT shall be bound, upon placement of an order for purchase of financial instruments, to supply to BULBROKERS the funds necessary for payment for the transaction, unless otherwise agreed.

**Art.6** The CLIENT shall be bound, upon placement of orders for sale, to hold the financial instruments – subject of the order, in a CLIENT's account, as they must not be blocked in a depository institution, subject of a pledge or an imposed ban, unless pursuant to a legal act any of these requirements does not apply, unless otherwise agreed.

**Art. 7** The CLIENT shall be bound, upon placement of an order for a conclusion of

crediteze cu numerar contul in marja deschis la BULBROKERS.

foreign exchange transactions to credit with cash the guarantee account opened with BULBROKERS.

## RASPUNDERE

**Art.8.** BULBROKERS va trimite CLIENTULUI confirmare asupra tranzactiei incheiate in contul sau nu mai tarziu de prima zi lucratoare dupa incheierea tranzactiei.

**Art.9.** CLIENTUL cunoaste obligatia sa de a divulga cota de participatie, conform art. 145 din Legea Oferte Publice de Valori Mobiliare, si anume sa notifice imediat, dar nu mai tarziu de 4 zile lucratoare, compania publica si Comisia de Supraveghere Financiara (CSF), atunci cand dreptul de vot al CLIENTULUI in adunarea generala a companiei, direct si/sau prin intermediul persoanelor conform art. 146 din Legea Ofertei Publice de Valori Mobiliare, ajunge, depaseste sau scade sub 5 procente sau un numar divizibil cu 5 procente din numarul de voturi din adunarea generala din companie, ale carei actiuni sunt admise spre tranzactionare pe o piata reglementata, precum si atunci cand dreptul de vot al CLIENTULUI depaseste, ajunge sau scade sub pragurile mentionate ca urmare a unor evenimente care aduc modificari in numarul total al drepturilor de vot pe fondul informatiilor anuntate de compania publica despre numarul total al drepturilor de vot si de valoarea capitalului acestora.

## ACCOUNTING

**Art.8** BULBROKERS shall send to the CLIENT confirmation for a transaction concluded on its account not later than the first working day following the conclusion of the transaction.

**Art.9** The CLIENT is notified of the CLIENT's obligation to disclose share participation under art.145 of the Public Offering of Securities Act, and namely – to notify immediately, but not later than 4 working days, the public company and the Financial Supervision Commission (FSC), when the CLIENT's voting right in the general meeting of the company, directly and/or through the persons under art.146 of the Public Offering of Securities Act, reaches, exceeds or falls below 5 percent or a number divisible by 5 percent of the number of the votes of the general meeting of the company, whose shares are admitted for trade on a regulated market, as well as when the CLIENT's voting right exceeds, reaches or falls below the said thresholds as a result from events that bring about changes in the total number of the rights of vote on the grounds of information announced by the public company for the total number of the voting shares and for the amount of its capital.

## NOTIFICARE IN PRIVINTA RISCULUI SI RASPUNDERII

**Art.10. (1).** Tranzactionarea pe pietele financiare presupune un risc crescut si nu se potriveste oricarui investitor.

**(2).** CLIENTUL trebuie sa evalueze cu atentie daca acest tip de activitate este potrivita CLIENTULUI, luand in considerare propria experienta investitionala, obiectivele si posibilitatile financiare.

**(3).** CLIENTUL declara ca va purta si isi va asuma riscul oricarei pierderi a banilor investiti.

**(4).** CLIENTUL cunoaste faptul ca nu se

## NOTICE OF RISK AND LIABILITY

**Art. 10 (1).** The trade on the capital market involves significant risks and it is not appropriate for any investor.

**(2).** The CLIENT must carefully assess whether this type of activity is appropriate for the CLIENT taking into consideration the CLIENT'S own investment experience, objectives and financial capacities.

**(3).** The CLIENT declares that the CLIENT shall alone bear liability for and assumes the risk of any loss of the invested cash.

**(4).** The CLIENT is notified that there are no

poate garanta profitul sau evitarea pierderii in acest tip de tranzactie, precum si ca veniturile obtinute in urma acestei activitati sunt nesigure si pot varia.

**(5).** Cunoscand riscurile implicate de acest fel de tranzactionare, CLIENTUL declara ca intelege pe deplin natura prezentului Contract pe care CLIENTUL il incheie, precum si gradul de risc la care CLIENTUL se expune.

guarantees for profit or for avoidance of losses in this type of trade, as well as that the incomes from this activity are insecure and may be variable.

**(5).** Guided by the big risks involved in this type of trade, the CLIENT declares that the CLIENT fully understands the nature of the present Contract that the CLIENT enters into and the degree of risk that the CLIENT is exposed to.

#### TERMINAREA CONTRACTULUI

**Art.11. (1).** Contractul poate fi reziliat prin expirarea perioadei pentru care a fost incheiat.

**(2).** Contractul poate fi reziliat in temeiul si conform procedurii prevazute in Conditiiile Generale.

#### TERMINATION OF THE CONTRACT

**Art. 11 (1).** The Contract shall be terminated by expiration of the term it is entered into for.

**(2).** The Contract may be terminated on the grounds and under the procedure provided for in the General Conditions.

#### DISPOZITII SUPLIMENTARE

**Art.12.** In ceea ce priveste situatiile care nu sunt prevazute in legislatia in vigoare, cat si in clauzele speciale ale Conditiiilor Generale, aplicabile contractului cu CLIENTII BULBROKERS hotararile Consiliului de Administratie al BULBROKERS care nu contrazic acestea se vor aplica.

**Art.13. (1).** Prin semnarea acestui Contract, CLIENTUL declara ca a primit urmatoarele documente si a luat la cunostinta urmatoarele informatii:

1. Conditiiile generale aplicabile contractelor incheiate cu CLIENTII BULBROKERS;
2. Politica celei mai bune executii a ordinelor clientilor;
3. Regulile de clasificare a CLIENTULUI;
4. Politica privind tratarea conflictelor de interese;
5. Tarifele aplicate de BULBROKERS;
6. Manualul utilizatorului Meta Trader 4;
7. Manualul utilizatorului Bulbrokers Trader Workstation;
8. Politica de confidentialitate.

#### SUPPLEMENTARY PROVISIONS

**Art.12.** As concerns all issues not settled herein the effective legislation, as well as the special clauses of the General Conditions, applicable to contracts with CLIENTs of BULBROKERS, adopted by the Board of Directors of BULBROKERS that do not contradict to it shall apply.

**Art.13. (1).** By the signing of this Contract the CLIENT declares that the CLIENT has received and acquainted with the following documents and information:

1. the General Conditions, applicable to contracts with CLIENTs of BULBROKERS;
2. Best execution policy;
3. The Rules for CLIENT Categorization;
4. Policy for Treatment of Conflicts of Interests;
5. The Tariff of BULBROKERS;
6. User Manual for MetaTrader 4;
7. User Manual for Bulbrokers Trader Workstation;
8. Privacy policy.

**(2).** Despre amendamentele actelor de la par. 1 BULBROKERS va notifica CLIENTUL prin intermediul website-ului sau. Se considera ca CLIENTUL a acceptat amendamentele daca inainteaza un ordin pentru o tranzactie dupa data la care amendamentele actelor au intrat in vigoare.

**Art.14.** Prin semnarea acestui Contract, CLIENTUL consimte si la aplicabilitatea actelor la care s-a facut referire la art. 13.

**Art.15.** Prin semnarea prezentului Contract CLIENTUL declara ca este instiintat si de acord ca BULBROKERS sa pastreze in scris si in format electronic datele personale ale CLIENTULUI si sa le proceseze in scopul specificat in prezentul Contract, declara de asemenea ca este instiintat si de acord cu conditiile furnizarii acestora unor terti, cu metodele de acces si de schimbare a datelor personale colectate.

**Art.16. (1).** Serviciile din cadrul acestui contract sunt furnizate la initiativa clientului iar BULBROKERS nu va evalua daca serviciile de investitii oferite sunt potrivite CLIENTULUI.

**(2).** Prin semnarea acestui Contract, indiferent de indeplinirea obligatiilor BULBROKERS de a evalua daca serviciile furnizate se potrivesc CLIENTULUI, CLIENTUL declara ca in opinia sa serviciile care fac obiectul contractului sunt potrivite CLIENTULUI din punct de vedere al experientei investitionale, obiectivelor si capacitatilor financiare ale CLIENTULUI, CLIENTUL cunoaste si intelege Contractul si documentele legate de aplicarea acestuia, CLIENTUL este instiintat de riscurile legate de serviciile furnizate in temeiul acestui Contract de catre BULBROKERS si de instrumentele financiare in legatura cu care sunt furnizate aceste servicii, inclusiv fata de posibilitatile aparitiei pierderilor semnificative ca rezultat al modificarii cotatiilor instrumentelor financiare, asupra lipsei de garantare a profitului sau a evitarii pierderii, CLIENTUL cunoaste aceste riscuri si le accepta.

**(3).** CLIENTUL va fi tratat ca si client non-

**(2).** For the amendments to the acts under par. 1 BULBROKERS notify the CLIENT via its website. Shall be considered that the CLIENT has accepted the amendments if submitted an order for a transaction after the date on which amendments to the act took effect.

**Art.14.** By the signing of this Contract the CLIENT consents to the applicability thereto of the acts referred to in art.13.

**Art.15.** By the signing of this Contract the CLIENT declares that the CLIENT is notified and agrees that BULBROKERS shall keep in written and electronic form the CLIENT'S personal data and process them for the purposes specified in the Contract, as well as is notified of and consents to the conditions for the submission thereof to third parties, the methods for access to and changing of the collected personal data.

**Art. 16 (1).** The service under this contract is provided at the initiative of the client and BULBROKERS shall not assess whether the offered investment service is appropriate for the CLIENT.

**(2).** By the signing of this Contract, regardless of the fulfillment of the obligation of BULBROKERS to judge whether the services being provided are suitable for the CLIENT, the CLIENT declares that in the CLIENT's own opinion the services – subject of the contract are suitable for the CLIENT in view of the CLIENT's investment experience, objectives and financial capacities, the CLIENT is acquainted with and understands the Contract and the documents related to its application, the CLIENT is notified of the risks related to the services provided on the grounds of this Contract by BULBROKERS and to the financial instruments in relation to which these services are provided, including to the possibility to incur significant losses as a result from the changes in the rates of the financial instruments, the lack of guarantee for profit or for avoidance of a loss, the CLIENT is aware of these risks and accepts them.

**(3).** The CLIENT shall be treated as non-

profesional. CLIENTUL poate inainta o cerere scrisa catre BULBROKERS pentru a fi tratat ca si CLIENT profesional in general sau in legatura cu anumite servicii de investitii sau tranzactii sau fata de un anumit tip de tranzactii sau produs investitional.

**Art.17.** Prin semnarea acestui Contract CLIENTUL isi da acordul explicit conform caruia conversatiile telefonice ale CLIENTULUI efectuate de CLIENT cu BULBROKERS sa fie inregistrate si, atunci cand este necesar, utilizate.

**Art.18.** In cazul in care prezentul Contract este incheiat de catre un imputernicit al clientului, prin semnarea prezentului Contract imputernicitul legal declara ca nu presteaza prin natura locului de munca tranzactii cu instrumente financiare, si de asemenea ca imputernicitul legal nu a efectuat asemenea tranzactii pe o perioada de un an inainte de incheierea Contractului.

Pentru CLIENT:

For the CLIENT:

.....

professional CLIENT. The CLIENT may make a written request to BULBROKERS to be treated as professional CLIENT in general or in relation to certain investment services or transactions or to a certain type of transactions or investment product.

**Art.17.**By the signing of this Contract the CLIENT gives its explicit consent to have the CLIENT'S telephone conversations made by the CLIENT with BULBROKERS recorded and used, where necessary.

**Art.18.** In case that the Contract is entered into by a CLIENT's proxy, by the signing of the Contract the proxy declares that the proxy does not perform by occupation transactions with financial instruments, as well as that the proxy has not performed such transactions for a period of one year prior to the conclusion of the Contract.

Pentru BULBROKERS:

For BULBROKERS:

.....



**Declaratie in conformitate cu dispozitiile art.25, par.1 al Ordonantei Nr. 38 a CSF**  
**Declaration under art.25, par.1 of Ordinance N° 38 of the FSC**

Subsemnatul/a ..... in calitatea mea de imputernicit legal al clientului ..... sub contractul Nr ..... din data de ..... , declar ca nu pretez prin natura locului de munca tranzactii cu instrumente financiare si/sau instrumente compensatorii si nu am efectuat asemenea tranzactii pe o perioada de un an inaintea de intrarea in vigoare a Contractului.

I, the undersigned ..... in my capacity of proxy of client .....under contract N° ..... dated ..... , declare that I do not perform by occupation transactions with financial instruments and/or compensatory instruments and that I have not performed such transactions for a period of one year prior to the entry into of the Contract.

Data/Date:

Imputernicit legal/ Proxy:

**Declaratie sub art.24, par.3 al Ordonantei Nr 38 a CSF**  
**Declaration under art.24, par.3 of Ordinance N° 38 of the FSC**

Subsemnatul/a ..... in calitatea mea de insarcinat cu controlul intern al societatii de servicii de investitii financiare BULBROKERS EAD am efectuat o verificare a prezentului Contract Nr ..... datat ..... , si am stabilit ca indeplineste cerintele Legii Pietelor Instrumentelor Financiare, legile legate de implementarea acestuia, si cerintele reglementarilor interne ale societatii de servicii de investitii financiare.

I, the undersigned....., in my capacity of a person in charge of the internal control in investment intermediary Bulbrokers PLC made an examination of the concluded Contract N° .....dated ..... , where I established that it complies with the requirements of the Markets in Financial Instruments Act, the acts related to the implementation thereof and with the internal acts of the investment intermediary.

Data/ Date:

Responsabil Control Intern /

In Charge of Internal Control: