

Client Agreement

IMPORTANT INFORMATION

Some of the services under this Agreement may not be eligible for sale in certain jurisdictions or countries. This Agreement, and the services described within, are not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including the United States of America and Canada. The Agreement does not constitute an offer, invitation or solicitation to buy or sell CFDs and/or other financial instruments. It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission. The Agreement is not intended to constitute the sole basis for the evaluation of the Client's decision to trade in CFDs and/or other financial instruments.

Registered in the Commercial Register with the Registry Agency of the Republic of Bulgaria under UIN 123560824



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TERMS GLOSSARY

Unless indicated to the contrary, the terms included in the Client Agreement shall have a specific meaning, as outlined below, and may be used in the singular or plural as appropriate.

General Terms

EMIR	Regulation № 648/2012 on OTC derivatives, central counterparties and trade repositories.
Underlying Asset	Currency pairs, equity indices, shares, commodities, precious metals, energy products, futures, forwards and other assets. It is understood that the list of the Underlying Assets is subject to change and clients must regularly refer to the website and Trading Platform to keep informed.
Base currency	The first currency in the Currency Pair.
EBH Dashboard	An account management system available at https://my.ebhforex.com
EBH profile	Refers to a Client's profile in the EBH Dashboard system that enables the Client to manage existing accounts, open new accounts, deposit or withdraw funds and use other services.
Currency Pair	Refers to two currencies (the Quote Currency and the Base Currency) and indicates the amount needed of the quote currency to purchase one unit of the Base Currency.
Expiry Date	The date by which the bonus volume requirements must be reached.
Contracts for Difference (CFDs)	Complex financial products with no set maturity date.
Company	Refers to EUROPEAN BROKERAGE HOUSE OOD, registered in the Commercial Register with the Registry Agency of the Republic of Bulgaria under UIN 123560824, with a headquarters and registered office at: Sofia 1303, Bulgaria, Vazrazhdane District, 33 Shar Planina Str., fl. 2, office 8
Expert Advisor	A trading system designed to automate trading activities on an electronic trading platform.
Institution	A financial institution EBH uses as an intermediary to receive and return Client money.
Information	Refers to all information distributed by EBH including, but not limited to, the conditions of the financial market, posted through the website and/or other media. The Information is not investment advice, nor is it an investment recommendation, nor is it an offer to undertake a transaction of a financial instrument.
Client Agreement / Agreement	Refers to the current Agreement between EBH and the Client, and it includes a risk disclosure notice, as well as all terms and conditions.

Quotes	The currency price of an underlying Financial Instrument, in the form of the Bid and Ask prices.
Leverage	The ratio of the Transaction Size to the Initial Margin. For example, a 1:100 leverage ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.
Open Position	A position that has not been closed and is ongoing in the Client's terminal.
Written communication and notification	Refers to all Company communication registered in its system. This could take the form of email, Live Chat, be registered in EBH's Ticket system or to our registered address at Sofia 1303, Bulgaria, Vazrazhdane District, 33 Shar Planina Str., fl. 2, office 8.
Trading Platform	Refers to MetaTrader 4 and MetaTrader 5.
Agent	Refers to EBH when the Company acts as Agent to execute a client's orders, arranges a trade between different Clients or arranges a trade between a brokerage and a Client.
Applicable Regulations	Means (a) Bulgarian applicable legislation and regulations, rules or any other regulations and rules of a relevant regulatory authority having powers over the Company; (b) the rules of the relevant Underlying Market; (c) all other applicable laws, regulations and rules of the Republic of Bulgaria; and (d) all other applicable regulatory documents and information (policies, disclosures, guidelines, regulations, rules, terms and conditions etc.) of the Company that it will post on its Website and amend from time to time.
Account / Trading Account	An EBH account opened by the Client.
Software	Any software used by EBH.
Access Credentials	The login and password, or any other credential, given to Client by the Company in order to access our Trading System or account management system.
Client Funds	Funds deposited to the Client's trading account.
Transaction	Any trade opened by the Client.
Third party	An individual or legal entity that may be indirectly involved, but is not a principal agent to this agreement.
Website	The Company's website at www.ebhforex.com

Services	As EBH is a licensed brokerage company, it provides professional investment services and performs one or more investment activity within the framework of the Bulgarian Markets in Financial Instruments Act. EBH holds the license No RG-03-197/01.07.2020, issued by the Financial Supervision Commission – the regulatory authority of the Republic of Bulgaria, with the address 1000 Sofia, 16, Budapeshta Str., tel.: 02 94 04 999, fax: 02 829 43 24, e-mail: bg_fsc@fsc.bg . The Company is a licensed investment company as defined by the Markets in Financial Instruments Act to conduct business in the European Union and the European Economic Area. The supervision of the company's business is carried out by the Financial Supervision Commission. EBH's license has been issued pursuant to art. 13, par. 1, p. 1 of the Financial Supervision Commission Act (FSCA) and art. 19, par. 1 of the Markets in Financial Instruments Act (MFIA).
Financial Instrument	CFDs with various underlying assets.

MetaTrader Terms

Balance	The amount of funds in a Trading Account, excluding floating profit and loss (P&L).
Buy Limit	An order to buy a Financial instrument at a specified price lower than the current market price.
Sell Limit	An order to sell a Financial Instrument at a specified price, higher than the current market price.
Lot	Represents the volume of a transaction and 1 lot is equal to 100.000 units of the Base Currency. For example, 1 lot in EURUSD equals EUR 100.000; therefore, 0.01 of a lot EURUSD is EUR 1,000.
Margin	Refers to the required funds needed to maintain an open position.
Margin Level	The Equity to Margin ratio calculated as: $\text{Margin Level} = \text{Equity} / \text{Margin}$.
Stop Loss	An instruction to automatically close a position at requested price, usually to minimise a loss or secure position in already in profit.
Take Profit	An instruction to automatically close a position at a requested price, usually to secure an amount of profit.
Equity	The current balance, including the floating P&L of open positions.
Spread	The difference between the Ask and Bid prices of a Financial Instrument.
Buy Stop	An order to buy a Trading instrument when the price is set above the current market price. The order is triggered when the market price reaches the Buy Stop instruction.
Sell Stop	An order to sell a Financial Instrument when the price is set lower than the current market price. It is triggered when the market price reaches the sell stop instruction.

Bid price	The price at which EBH is willing to buy an instrument.
Ask price	The price at which EBH is willing to sell an instrument.
Pending Order	A Buy Stop, Sell Stop, Buy Limit or Sell Limit. All Pending Orders are placed with the intention of their opening at some future date when the market reaches certain specified parameters.

Article 1

REGULATORY DISCLOSURES

1. EBH has its registered office at Sofia 1303, Bulgaria, Vazrazhdane District, 33 Shar Planina Str., fl. 2, office 8 and is authorised and regulated by the Financial Supervision Commission – the regulatory authority of the Republic of Bulgaria, with the address 1000 Sofia, 16, Budapeshta Str., tel.: 02 94 04 999, fax: 02 829 43 24, e-mail: bg_fsc@fsc.bg. EBH holds the license № RG-03-197/01.07.2020, issued by the Financial Supervision Commission, to conduct business in the European Union and the European Economic Area.
2. Services for which EBH is licensed:
 - 2.1. acceptance and transmission of orders in relation to one or more financial instruments;
 - 2.2. executing orders on behalf of clients;
 - 2.3. trading with financial instruments on the Company's account;
 - 2.4. portfolio management;
 - 2.5. investment advice;
 - 2.6. accepting issues of financial instruments and / or offering financial instruments subject to an unconditional and irrevocable obligation to subscribe / acquire financial instruments for the Company's account;
 - 2.7. initial offering of financial instruments without an unconditional and irrevocable obligation to acquire financial instruments for Company's account.
3. Additional services for which EBH is licensed:
 - 3.1. to store and administer financial instruments at the expense of clients, including custodian and related services such as cash and collateral management, except for centralised securities accounts under Section A, point 2 of the Annex to Regulation (EU) № 909/2014;
 - 3.2. to provide loans to investors to make transactions with one or more financial instruments provided that the intermediary providing the loan participates in the transaction;
 - 3.3. to provide business advice on capital structure, industrial strategy and related issues, as well as advice and services related to business transformation and acquisition;
 - 3.4. to provide services related to a foreign means of payment, insofar as they relate to the investment services provided;
 - 3.5. to provide investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments;
 - 3.6. to provide financial instrument issuing services;

- 3.7. to provide investment services and activities under para. 2 and items 1 - 6 in connection with the underlying instruments of derivative financial instruments under Art. 4, items 5, 6, 7 and 10 of the Markets in Financial Instruments Act (MFIA), when related to the provision of investment and ancillary services.
4. EBH is a personal data controller as defined by Regulation (EU) 2016/679 of both the European Parliament and the Council on 27th April 2016, namely the General Data Protection Regulation (GDPR) and the Bulgarian Personal Data Protection Act. EBH is included in the Register of Personal Data Administrators maintained by the Bulgarian Personal Data Protection Commission, under the ID number 52636.

Article 2

INTRODUCTION

1. EBH is an investment intermediary within the meaning of the Markets in Financial Instruments Act.
2. EBH is authorised and regulated by the Financial Supervision Commission – the regulatory authority of the Republic of Bulgaria (FSC). EBH's license has been issued pursuant to art. 13, par. 1, p. 5 of the Financial Supervision Commission Act (FSCA) and art. 19, par. 1 of MFIA.
3. All the information about the services and products offered by EBH is provided through the Company's Website.

Article 3

ACKNOWLEDGEMENT

1. The Client acknowledges that he has read, understood and accepted this Client Agreement and is aware with all of its contents, even as amended, in addition to all the information on the Company's website.
2. By accepting this Client Agreement, the Client enters into a binding legal agreement with EBH.
3. Accepting the Client Agreement means that the Client has received, read and understood all information concerning the relevant Financial Instrument and has received additional detailed information about the Financial Instruments and the inherent risks. The Client also confirms that he has received satisfactory answers to all his questions regarding the terms, conditions and other issues relating to the relevant Financial Instruments.
4. The Client understands that the official language of EBH is the Bulgarian language, but the Company uses English as the second official language. The parties agree that identification documents in other languages may also be accepted, but only if those documents are in the native language of the Client. The parties agree that EBH may request a legalised translation of the documents, if required.
5. The Client understands that trading leveraged products:
 - 5.1. is highly speculative;

- 5.2. could involve a high degree of risk;
- 5.3. is appropriate only for persons who can assume risk of loss.
- 6. The Client understands that:
 - 6.1. due to the low Margin required, price changes of the underlying asset can result in significant losses, possibly exceeding the Client's investment and Margin;
 - 6.2. when he directs EBH to open a Transaction, any profit or loss arising from the fluctuation of an asset will be entirely at the Client's risk;
 - 6.3. unless otherwise specifically agreed, EBH shall not conduct any continuous monitoring of the Transactions already entered into by the Client neither individually nor manually. Hence, EBH cannot be held responsible for any Transactions that may develop differently from what the Client might have presupposed;
 - 6.4. there can be no guarantee of profit or freedom from loss with investment trading. The Client accepts that he has not received such guarantees from EBH, an Introducing Broker, a Service Provider or representatives hereof or any other entity with whom the Client deals with relating to his Account.

Article 4

SUBJECT AND SCOPE OF THE CLIENT AGREEMENT

1. This Client Agreement is the basis on which EBH provides services to the Client.
2. This agreement covers the following services and financial instruments:
 - 2.1. Acceptance, transmission and execution of orders in relation to the following financial instruments: Contracts for Difference (CFDs) with underlying asset currency pairs, indices, shares, precious metals and energy products;
 - 2.2. Keeping and administering funds.
3. As EBH is a licensed financial company, it is mandatory for the Company to verify a Client's identity to activate their EBH profile.
4. If EBH is unable to verify the Client's identity, or the Company has reason to doubt the veracity of the identity documents, EBH may cancel the account opening process or indeed terminate this Client Agreement with the Client at its own discretion, and unilaterally so.
5. This Client Agreement is not subject to negotiation and supersedes any other agreements, arrangements and statements made by EBH, unless EBH, at its sole discretion, determines otherwise. If the Client Agreement is amended, reasonable notice shall be given on the Company's Website.
6. The Client Agreement, its appendices, and other rules, regulations and schedules created by EBH, enter into force when the prospective Client explicitly accepts them. The acceptance of this Agreement

will constitute acceptance of all its content, its annexes, and other rules, regulations and schedules created by EBH. Additionally, acceptance is also understood as action by the Client, such as depositing funds in the accounts and executing transactions and trades. If he accepts the Agreement, Client will not be able to claim unawareness or misunderstanding of the terms of the Agreement.

7. Acceptance of the Agreement means that Client has received, read and understood the Client's Agreement, all policies and procedures of the Company, all information related to the relevant Financial Instrument and has received additional in-depth information about the Financial Instruments and the inherent opportunities as well as the risks if requested this. Also, he has received satisfactory answers to all his questions related to the terms, conditions and other issues pertaining to the respective Financial Instruments.

Article 5

ELIGIBILITY FOR THE SERVICES AND CLIENT CLASIFICATION

1. In accordance with this Client Agreement, EBH's Services are available to, and may be used by, persons and/or legal entities who can form legally binding contracts under the applicable laws in their own country of residence or registration. Furthermore, EBH's Services are unavailable to persons under the age of 18, or otherwise under the legal age to form legally binding contracts pursuant to the laws of their country of residence ("Minors"). If the Client is a minor, he cannot use EBH's Services. The Company shall not be responsible for any unauthorised use of its Services by minors in any way.
2. The Services detailed in this Client Agreement are only available to persons and legal entities who have sufficient experience and knowledge in financial matters and are capable of evaluating the risks of dealing in financial instruments. EBH assesses client suitability and appropriateness by questionnaire. The Client is obliged to respond personally and without the assistance of a third party.
3. EBH classifies its clients into three main categories: Eligible counterparties, Professional Clients and Retail Clients. This is directly pursuant to the European Directive 2014/65 on markets in financial instruments (MIFID), which EBH adheres to.
4. Detailed information about Client categorisation is available in the Company's Client Categorisation Policy, which can be found on the Company's Website.
5. According to the criteria set out in the Markets in Financial Instruments Act (MFIA), Commission Delegated Regulation (EU) 2017/565 of 25 April 2016, supplementing Directive 2014/65/EU of the European Parliament and of the Council with regards to organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive (Delegated Regulation 2017/565) and the Company's Client Categorisation Policy, EBH must categorise its Clients before entering into any kind of relationship in order to protect Clients' rights as stipulated in the MFIA, Delegated Regulation 2017/565 and the other applicable legal and in-house acts.
6. EBH attaches different levels of regulatory protection to each category. Retail Clients are provided with the most regulatory protection. Professional Clients and Eligible Counterparties are considered to be more experienced and knowledgeable and are therefore able to assess their own risk; they are thus afforded fewer regulatory protections.
7. EBH will assign "Retail Client" status to all new Clients. However, if the Client can then prove that they

satisfy the definition of either a Professional Client (as defined by our Client categorisation policy) or an Eligible Counterparty, EBH may reclassify the Client. EBH will promptly notify the Client of any reclassifications. The Client will be informed of the criteria he has satisfied.

8. Clients may request reclassification in order to increase or decrease the level of regulatory protection provided to them. If a Client does request reclassification, the Client needs to meet certain specified criteria in our categorisation policy of the requested status. EBH will assess the expertise, experience and knowledge of the Client to ascertain whether the Client is capable of making his own investment decisions and understanding the risks involved. However, if the above-mentioned criteria are not met, EBH may choose not to offer the services of the requested status.
9. EBH recommends that Clients only use the trading platform for trading Financial Instruments if they have the sufficient knowledge and/or experience and/or personally assessed data to do so.
10. EBH provides accurate and transparent information on the Company's Website. It should be borne in mind that information related to the dynamic parameters of financial instruments, such as spreads, swaps, quotes, etc., is updated with a delay on the EBH website and the client should seek this information on the trading platforms of EBH for live data.

Article 6

PROVISION OF SERVICES

1. EBH's relationship with the Client can be categorised as "Execution Only". This means that the Company acts as a vehicle to transfer the Client's trades directly to the market and does not offer any type of trading advice, including taxation consequences, nor does the Company trade on the Client's behalf.
2. The number of financial instruments offered to the Client is available on the Company's Website.
3. The Client acknowledges that there will be no physical delivery of a CFD's underlying instrument (or reference instrument) that it is traded through a Client's trading account.
4. EBH's trading conditions and execution rules can be found on the Company's website. EBH reserves the right to unilaterally amend, from time to time, both the trading conditions and execution rules. EBH will publish any amendments on its Website and notify clients through preferred channels of communication. If EBH does amend any trading condition and/or an execution rule, the Client continues to be bounded by the current Agreement, including, but not limited to, any amendments that have been implemented.
5. At any time, EBH may choose to withdraw one of its services, including, without providing notice, when required by circumstances beyond the control of EBH. The Company will give notice to the Client, where they will be encouraged to close any open positions on the terminated service. Failure to do so will mean that EBH will automatically close the positions.
6. EBH will never provide investment advice or a trading recommendation to the Client. The Client understands that independent advice should be sought from a third party in relation to trading financial instruments, if it is needed.

7. The Client accepts that EBH may send newsletters, or other investment material, by e-mail, SMS or similar electronic messaging services, and that he must inform EBH in writing, if he does not wish to receive such material.
8. EBH may provide independent research, market commentary, guidance or other information to Clients who receive an execution-only service:
 - 8.1. this is provided solely to enable the Client to make independent investment decisions;
 - 8.2. the Client acknowledges that information not specifically targeted at the Client does not amount to a personal recommendation or advice;
 - 8.3. EBH gives no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the legal, tax or accountancy consequences of any Transaction.
 - 8.4. The Client agrees that documents (electronic or otherwise) restricted to a person or category of persons may not be passed on to unauthorised parties.

Article 7

CFD CONTRACTS

1. The client may enter into CFD contracts offered by EBH. Such CFD contracts may relate to any underlying Instrument offered by EBH.
2. A CFD Contract is formed when the Client instructs EBH to place an Order on a quote through the company's Trading platform. EBH then executes the instruction in accordance with the Client Agreement.
3. The Client may cancel an unexecuted (i.e. pending) Order at any time by providing notice to EBH through the Trading platform. However, orders that have been executed in whole or in part, it will not be possible for the Client to cancel the Order. If an Order is a Market Order (an Order to enter the Market at the best current price offered by the Company at that time), it will not be possible for the Client to cancel the Order at any time.
4. For Accounts where the Client is using the Netting Setting, if the Client:
 - 4.1. gives an Order to open a long position in relation to an underlying Instrument on an Account where, at that time, the Client already has a short position on that Account in relation to the same underlying Instrument; or
 - 4.2. gives an Order to open a short position in relation to an Underlying Instrument where the Client already has a long position in relation to the same Underlying Instrument.

EBH will then treat the Client's instruction to open the new position as an instruction to close the existing position to the extent of the size of the new position. If the new position is greater in size than the existing position, then the existing position will be closed in full and a new CFD Contract will be opened in relation to the excess size of the new position.

5. For Accounts where the Client is using the Hedging Setting, if the Client:
 - 5.1. gives an Order to open a long position in relation to an underlying Instrument on an Account where, at that time, the Client already has a short position on that Account in relation to the same Underlying Instrument; or
 - 5.2. gives an Order to open a short position in relation to a Contract Investment where the Client already has a long position in relation to the same Underlying Instrument.

Then EBH will not treat the Client's instruction to open the new position as an instruction to close an existing position.

6. Positions in CFD contracts do not have any definitive expiry date and will be rolled over every business day until a client chooses to close such a position (and EBH accepts and acts on that instruction).
7. On any business day where the Client wishes to close an open position on a CFD Contract (whether in whole or in part) the Client may give a closing notice to EBH through the Trading platform, specifying the CFD Contract they wish to close and, the contract quantity, if the contract is not being closed in full.
8. Following receipt of a close notice, EBH shall close the Client's position at the best possible price. Any amounts payable by the Client to EBH as a result of the closed CFD Contract are immediately due and payable on the closing date. Conversely, any amounts payable by EBH to the Client as a result of the closed CFD Contract are due and will be deposited into the Client's Account.
9. EBH is mandatorily obliged to pursue 'best execution' for its Clients. This could entail the reception, transmission, or execution of Client orders with the most optimal result for the client in focus. The Company's Order Execution Policy is published on the Website and aims to describe the processes used by EBH's trading platforms to execute Client orders. By accepting the current Client Agreement, the Client declares that he is aware of the stated Policy.

Article 8

THIRD PARTY AUTHORISATION

1. EBH does not allow the conclusion of a Client Agreement through a Third Party.

Article 9

ACCESS TO WEBSITE AND THE USE OF THE TRADING FACILITY

1. EBH is responsible for maintaining its trading platform(s) and keeping other related systems updated. Therefore, the Client accepts that EBH or a relevant third party may, from time to time, perform maintenance that may include shutting down, restarting or refreshing the servers to ensure the effective and efficient operation of the platform(s) or other related systems. These actions may cause the platform(s) or other related systems to be inaccessible for a period of time. The Client accepts that EBH bears no responsibility for any loss, including financial loss, in case a technical malfunction occurs in systems that are not controlled by EBH.

2. The Client accepts that EBH bears no responsibility for any loss, including but not limited to financial loss, incurred by the Client due to the inability of the latter to access the trading platform(s) if caused by:
 - 2.1. the Client's failure to maintain the Software or/and updated it as required; or
 - 2.2. due to any other mechanical, software, computer, telecommunications or electronic system failure that could have been controlled by the Client and are out of EBH's control.
3. The Client accepts that all trading activity shall occur only through the EBH trading platforms(s) available at any given time to the Client.

Article 10

ACCESS CREDENTIALS

1. In order to access either their EBH Dashboard, or their Trading platform, Clients will need to use the appropriate access credentials.
2. The Client acknowledges and undertakes that:
 - 2.1. the Client will be responsible for the confidentiality and use of their access credentials;
 - 2.2. the Client will not disclose their Access credentials to persons other than its legal representatives for any purpose whatsoever;
 - 2.3. EBH may rely on all instructions, orders and other communications entered using the Client's Access Credentials, and the Client will be bound by any transaction entered into or expense incurred on its behalf in reliance on such instructions, orders and other communications; and
 - 2.4. The Client will immediately notify EBH if the Client becomes aware of the loss, theft or disclosure to any Third Party or of any unauthorised use of their Access Credentials.
3. The Client shall immediately inform EBH in writing if it comes to its attention that the Access Credentials and/or other access tools have been used, either for trading or other purposes, without its express consent.
4. If EBH believes that unauthorised persons are using the Client's Access Credentials without the Client's knowledge, EBH may, without prior notice, suspend the Client's rights to use the Trading platform and Services. Furthermore, if EBH believes that the Client supplied its Access Credentials to other persons in breach of Article 10, point 2.2 above, EBH may terminate this Agreement forthwith.
5. EBH shall bear no responsibility for any loss that arises, including but not limited to financial loss, as a result of the Client's actions, related to the security and use of their access credentials.
6. Access to the Trading platform, services or Website is provided "as is". EBH makes no warranties, express or implied representations or guarantees as to the merchantability and/or fitness for any particular purpose or otherwise with respect to the Trading platforms, Services or Website, their content, any documentation or any hardware or software provided. Technical difficulties could be encountered

in connection with either the Trading platform(s), trading facilities or the Website. These difficulties could involve, among other things, failures, delays, malfunction, software erosion or hardware damage, which could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In no event will EBH, or any Associated Company, or any of the aforementioned's employees be liable for any real or possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable, special or indirect damages or expense which might occur as a result of accessing, installing, maintaining, modifying, de-activating, or attempting to access either the Trading platform, any trading facility, services or Website or otherwise.

Article 11

JOINT ACCOUNTS

1. Where the Client Agreement is entered into between EBH and more than one person:
 - 1.1. both persons shall be considered as a Client and their obligations and liabilities under the current Agreement are joint and several (which means, for instance, that any one person can withdraw the entire balance of the Account, and in the event of a debit balance or debit owed by the Client to the Company, each account holder is responsible for repayment of the entire balance and not just a share of it);
 - 1.2. each have full authority on behalf of the others to give or receive any instruction, notice, request or acknowledgement without notice to the others, including an instruction to liquidate and/or withdraw investments from the Account and/or close any Account;
 - 1.3. upon termination of any party of joint account holder, EBH will transfer the investments and the responsibility for any obligations connected with the Account into the surviving joint account holder's sole name. This Agreement will remain in full force between the Company and the surviving joint account holder.
2. Unless otherwise agreed in writing, EBH may contact and deal only with the account holder named first in the Company's records, subject to any legal requirements to the contrary.
3. Either account holder may ask EBH to convert the Account into a sole Account. EBH may (but shall not be obliged) require authority from all Account holders before doing so. Any person removed from the Account will continue to be liable for all obligations and liabilities under the Agreement relating to the period before they were removed from the Account.

Article 12

DEALING WITH CLIENTS. ACCOUNT STATEMENTS

1. The Client understands and acknowledges that quotes visible on the Trading platform are indicative quotes and that if a client chooses to place an order, the execution price may differ from the indicative quote.
2. The Client will provide EBH with electronic instructions, including trading instructions provided via

the internet and Trading platform.

3. Detailed information about all methods of communication between EBH and its Clients, including trading communication, is available in the document General information, which is available on the Company's Website. By accepting the current Client Agreement, the Client declares that he is aware of the stated document.
4. All orders for execution must be given to EBH electronically through the Trading platform.
5. EBH will transmit quotes to the Client via the Trading platform. When the Client places an Order following an indicative quote, EBH shall consider that the Client is placing an Order at the Company's then offered rate. The Client acknowledges that such a rate may differ from the indicative quote provided by the Company.
6. Any instruction sent via the Trading platform shall only be deemed to have been received and shall only then constitute a valid instruction when such instruction has been recorded by EBH and confirmed by EBH to the Client through the Trading platform. An instruction shall not constitute a binding Transaction between EBH and the Client even if accepted by EBH. A binding Transaction between the Client and EBH will only occur when an instruction is accepted, executed, recorded and confirmed by EBH to the Client through the Trading platform and/or Account/EBH Dashboard statement.
7. EBH will provide the Client with Account statements through the Trading platform or the EBH Dashboard of the Client. Account statements will usually include confirmation with ticket numbers, open and close rates, profits and losses, current open and pending positions and any other information as per decision of EBH.
8. The Client can generate daily, monthly, yearly or custom period statements through the Trading platforms. The provision of Account statements, coupled with the Client's ability to generate such reports, will be deemed the delivery of Account statements by EBH to the Client.
9. The Client may request receipt of Account Statements via email at any time by submitting a written request to the company's client support department. Account statements shall, in the absence of manifest error or grossly obvious inaccuracies, be conclusive and binding on the Client, unless the Client notifies EBH of its rejection in writing within one business day.

Article 13

CLIENT MONEY

1. Once received, Client Funds shall be deposited in an Institution, specified by EBH, on the Client's behalf and kept segregated from any EBH's funds.
2. EBH shall deposit its clients Funds in one of the following:
 - 2.1. a central bank;
 - 2.2. a credit institution, licensed to operate under the Credit Institutions Act, respectively under the requirements of Directive 2013/36/EU;

- 2.3. a credit institution, licensed in a third country;
 - 2.4. a qualified money market fund.
3. EBH is not obliged to pay interest to the Client on the Funds deposited.
4. EBH may, from time to time and without the Client's permission, merge the Client's Funds held in different trading accounts.
5. EBH shall not be liable to its creditors with the Funds of its Clients.
6. Any payment made to EBH will only be deemed to have been received when EBH receives cleared Funds.
7. The Client bears the responsibility to ensure that payments made to EBH are correctly designated in all respects, specifying, without limitation, the Client's Account details where required by EBH.
8. EBH is not responsible for the solvency, acts or omissions of any bank, or other third party, with which the Client's Funds are held.
9. The Client accepts that the Funds shall be deposited in his trading account on the value date received by the Institution, net of any transfer and service fees or other charges incurred by EBH that are imposed by the Institution (or the intermediary involved in the process) that holds the Funds.
10. The Client is therefore urged to follow the stated deposit procedures and review his Account when transferring Funds to EBH to ensure all Funds are appropriately allocated.
11. The Client accepts that the Funds shall be deposited to his trading account only if EBH is satisfied that the sender of the funds is the Client or his authorised representative. If EBH is not satisfied as to the above, then the Company has the right to reject the Funds and return them to the remitter, deducted of any transfer fees or other charges incurred by EBH, using the same transfer method as the one through which the Company originally received the Funds.
12. The Client understands that any withdrawal of Funds should be executed using the same transfer method and the same remitter as the one which the Company originally received the Funds. Under such circumstances, EBH shall return the Funds requested net of any transfer fees or other charges incurred by EBH. Withdrawals may also be executed using alternative transfer options, which shall be determined at the sole discretion of EBH. The Company reserves the right to decline a withdrawal from a specific transfer method and has the right to suggest an alternative.
13. The Client has the right to withdraw, at any time, any part of the Funds equal to the free margin available in the relevant trading account, provided that there are Funds available. It should be noted that any such request may take up to 3 (three) business days in order to be fully processed. EBH reserves the right to request additional information and/or documentation to be satisfied that the request is legitimate. In addition, EBH reserves the right to reject such a request, if it deems that this may not be legitimate. The Client accepts that under such circumstances there may be a delay in processing the request.
14. The Client accepts and agrees that he may be asked to declare the origin of the Funds. In this case, EBH may request such a declaration prior to the operation or transaction, including identification

documents of the Client.

15. If, at any time, EBH is not satisfied with the documentation provided by the Client in relation to the withdrawal/deposit, EBH reserves the right to reverse any part of the Funds minus any transfer fees or other charges incurred by EBH, using the same transfer method as the one through which the Company originally received the Funds.
16. If EBH cannot allocate the money to the respective client, then EBH is obliged to store the respective client funds for a reasonable period of time, but no less than 5 years, while after the expiration of that period and after efforts have been made to reach the client via all possible channels of communication but failed, EBH will attempt to return the money to the bank or the source of the transfer. If the bank, or the source of the transfer, refuses to accept the money on return, EBH will donate the money to a charity of its choice, without liability to the Client.
17. If, at any time, EBH is not satisfied with the documentation provided by the Client in relation to a withdrawal/deposit, EBH reserves the right to require additional information and documents, including declarations and utility bills from the Client.
18. The Client accepts that the Institution may reverse any part of the Funds, for any reason. Consequently, EBH shall immediately reverse the respective amount from the trading account, minus any transfer and service fees or other charges incurred by EBH, using the same transfer method as the one through which the Company originally received the Funds. The Client accepts that this may lead to a negative balance on the trading account.
19. In the event of a negative balance on the trading account, for any reason, EBH may merge the Funds held in different trading accounts of the Client as described in Article 13, point 4 above.
20. The Client accepts that any requests relating to the administration of the trading account shall be made through the EBH account management system.
21. EBH shall take all reasonable steps to ensure that the Client is informed regarding the progress of any requests referred to in the 'Client Money' section, specifically in relation to the expected processing time and the need for documentation which, if not in place, may delay processing.
22. The Client accepts and agrees that the investment amount has been chosen by him, taking his total financial circumstances into consideration and is considered reasonable by the Client under such circumstances.
23. Unless specified otherwise in writing, Clients agree that all amounts due to EBH (or Agents used by the Company) shall be deducted from any money held by EBH for the Client.
24. The Client guarantees that:
 - 24.1. the Funds, according to this article, belong to the Client and are free of any lien, charge, pledge or other encumbrance;
 - 24.2. the Funds, according to the current article, are not direct or indirect proceeds of any illegal act, or omission, or product of any criminal activity; and the Client acts on his behalf and is not a representative, or trustee, of a third person, unless he can produce documents to the satisfaction of the Company document(s) proving the contrary.

25. The Client guarantees the authenticity and validity of any document sent to EBH during:
- 25.1. the account opening process; and
 - 25.2. the life of the trading account.
26. EBH informs its Clients that in Bulgaria there is an Investment Compensation Fund at the address: Sofia 1000, 31, Tsar Ivan Shishman Str., fl. 2, tel.: +359 2 981 27 10, Fax: +359 2 981 75 41, E-mail: office@sfund-bg.com and a website: <http://sfund-bg.com>. The fund shall guarantee payment of compensation for investors' receivables in financial instruments and shall ensure payment of compensation to the Clients of investment firms, including to those of EUROPEAN BROKERAGE HOUSE OOD, since EUROPEAN BROKERAGE HOUSE OOD participates in the Investment Compensation Fund and may be found among the participants listed on the website: <http://sfund-bg.com/участници/инвестиционни-посредници-ип/>.
27. Detailed information and description of the measures that EBH takes to guarantee the Funds of its Clients, including a description of the systems for compensation of investors, or guarantee of deposits in which EBH participates, can be found in the document Investor Compensation Notice and Keeping Clients' Funds, available on the Website of the Company.

Article 14

COMMISSIONS, CHARGES AND OTHER COSTS

1. All commission on trading with financial instruments is set out in EBH's tariff of services, published on the Company's Website.
2. All fees and transaction costs depend directly on the transaction method, the place of residence of the Client and the bank executing the order. Charges and costs, as well as the various transaction methods, are exhaustively described in EBH's tariff of services.

Article 15

INTRODUCING BROKERS AND SERVICE PROVIDERS

1. The Client may utilise any third-party trading system, course, programme, software or trading platform offered by a Service Provider. If so, EBH shall not be responsible for any agreement made between the Client and the Client's Service Provider, or lack thereof. The Client acknowledges that any such Service Provider is not an Agent or employee of the Company. The Client further acknowledges that its Service Provider is not authorised to make any representations concerning EBH or its Services.
2. EBH does not control, and cannot endorse or vouch for the accuracy or completeness of any advice or product the Client may have received, or may receive in the future, from a Service Provider. Moreover, the Company does not endorse, or vouch for, the services provided by a Service Provider. Since a Service Provider is not an Agent or employee of EBH, it is the Client's responsibility to properly evaluate a Service Provider before engaging their services.

3. The Client is specifically made aware that the Client Agreement with their Introducing Broker, or Service Provider, may result in additional costs for the Client. EBH may pay a lump sum or regular fees or commission to such a natural or legal person from the Client's account, and on behalf of the Client, where the Client and Introducing Broker or Service Provider have agreed to compensation on a per-trade basis to be based on the Client's trading activity and withdrawn from the Client's Account. Such compensation to the Introducing Broker or Service Provider may require the Client to incur a mark-up, above and beyond the ordinary spread provided by EBH. The Client acknowledges and accepts that frequent transactions may result in a sum of total commission, fees or charges that may be substantial and may not necessarily be offset by the net profits, if any, achieved from the relevant trades. The responsibility for correctly assessing whether the size of the total commission, fees or charges for trades conducted and paid from the Client's Account is commercially viable, is the combined responsibility of the Client and the Introducing Broker or Service Provider.
4. Where the Client engages the services of an Introducing Broker or Service Provider, the Client understands and agrees that the Introducing Broker or Service Provider may have access to the Client's personal information held by the Company, including the Client's trading activity. The Client further understands that their Introducing Broker or Service Provider may have been introduced to the Company by a third party who is compensated, in part, based on the introduction of the Client to the Company, or on the Client's trading history. Where this occurs, the Client agrees that the third party who introduced the Client's Introducing Broker or Service Provider will have access to the Client's personal information held by the Company, including the Client's trading activity.
5. EBH warns the Client that when using a Service Provider, the Service Provider will sometimes require access to the Client's personal information that is kept by EBH, including the Client's trading history. If the Client accepts the terms of the Service Provider, and the sharing of their personal data has led to unlawful actions by the Service Provider, EBH is not responsible for that particular case.
6. If the Service Provider takes any deductions from the Client's Account, according to any agreement between the Client and the Service Provider, EBH has no responsibility as to the existence or validity of such an agreement.
7. Any commission, fees or charges may be shared between the Introducing Broker or Service Provider, EBH and third parties according to the Introducing Broker or Service Provider's written instructions and/or at the EBH's discretion.
8. The Client may request the Company to provide, at any time, a breakdown of remuneration paid by the Client to the Introducing Broker or Service Provider, or the compensation scheme charged by the Introducing Broker or Service Provider as applied to the Client.

Article 16

INTELLECTUAL PROPERTY

1. EBH's website, the name EBH, European Brokerage House, the domains of the Company and any and all information or material that EBH may supply, or make available, to the Client (including any software which forms part of those items) are, and will remain, EBH's property or that of its service providers. Such service providers may include providers of real-time price data to EBH. In addition:
 - 1.1. all copyrights, trademarks, design rights and other intellectual property rights of those items

are, and will remain, EBH's property (or those of third parties whose intellectual property EBH uses in relation to products and services provided for the Client's Account);

- 1.2. EBH supplies or makes Intellectual Property available to the Client on the basis that:
 - 1.2.1. EBH can also supply and make it available to other persons; and
 - 1.2.2. EBH may cease providing it at the Company's sole and absolute discretion or if the Company's service providers require the Company to do so.
- 1.3. The Client must not supply all or part of it to anyone else and the Client must not copy all or any part of our Intellectual Property;
- 1.4. The Client must not delete, obscure or tamper with copyright or other proprietary notices the Company may have put on any of those items; and/or
- 1.5. The Client must only use these items for the operation of its Account in accordance with this Agreement.

Article 17

CONFIDENTIALITY AND DATA PROTECTION

1. EBH may obtain information (including personal data) from the Client throughout its relationship with the Client. This section describes some of the key issues on how EBH processes this personal data and the Client should be aware of them.

EBH shall collect and process Client data to enter into and fulfil this Client Agreement and to comply with all statutory obligations. The services covered by these obligations include:

- 1.1. the opening and maintaining of trading accounts;
- 1.2. the provision of investment services, including the reception, transmission and execution of trades as outlined in Article 6 paragraphs 1 and 2 from the Bulgarian Markets in Financial Instruments Act and European Directive 2014/65;
- 1.3. additional services as outlined in Article 6 paragraph 3 of the Markets in Financial Instruments Act. Access to processed personal data shall only be granted to authorised EBH employees.

If the client refuses to provide personal data, EBH may not be able to provide services to the Client. EBH requires the following personal data from the Client: name, sex, address, nationality, date of birth, contact details (phone number, email address and any other contact details), personal picture, government issued ID, technical information such as Clients' IP address, identification of Clients' devices, personal income, personal bank account numbers, the activity and balance on EBH trading accounts, trading experience of financial instruments, risk appetite, as well as any other necessary financial information. EBH may ask for additional information such as, but not limited to, the Clients' preferences and interests, bank details or bank card details, bank statements and utility bill details, education and professional work experience. More details about the kind of personal data EBH collects, and how it is used, are available in the Data Protection Notice, published on EBH's website.

EBH collects and processes personal data only subject to the requirements of Bulgarian and European legislation. The processing of Client's personal data may only be executed with a specific reason in focus; Clients' personal data may not be processed without limitation. Except for fulfilment of the current Client Agreement and in the context of pre-contractual relations with the Client, EBH may collect and process personal data in order to comply with its legal obligations and in cases where the Client has provided his consent.

2. The Client acknowledges and agrees that this description is not exhaustive and that the Company's Data Protection Notice contains additional pertinent information. EBH's Data Protection Notice is available on the Website and the Client declares that he has read it alongside this point.
3. EBH shall not disclose any of the Client's personal and/or confidential information unless required to do so by a regulatory authority of a competent jurisdiction. Such a disclosure shall occur on a 'need-to-know' basis, unless otherwise instructed. Under such circumstances, EBH shall expressly inform the third party regarding the confidential nature of the information.
4. The Client accepts and consents that EBH may, from time to time, contractually engage companies for statistical purposes in order to improve the Company's marketing. As a result, some or all of the Client's personal data may be disclosed on an anonymous and aggregated basis only.
5. The Client consents that any communication received by EBH, from time to time, in relation to the current Agreement (or any other communication in relation to marketing) does not breach any of the Client's rights under this Agreement.
6. The Client declares that the information provided by him and submitted in EBH's form is correct and that the Client acknowledges that he is obliged to inform EBH immediately in case of any changes to this information or to other information regarding the Agreement.
7. The Client declares that all the data, information, declarations, documents, etc., provided by the Client are true.
8. The Client must notify EBH, if he is a politically exposed person or related to such a person.
9. EBH may require an additional declaration on the origin of funds for deposits over the established legal limits.
10. By using the Services of EBH and its Website, and by accepting this Agreement, the Client declares that:
 - 10.1. they voluntarily submitted their personal data;
 - 10.2. they allow EBH to collect, store and process their personal data in connection with the provision of investment and additional services, fulfilment of its legal obligations as well as for statistical and marketing purposes of the Company;
 - 10.3. they allow EBH to disclose their personal data to the competent state authorities supervising the Company, as well as to other persons when required by a legal act;
 - 10.4. they have received the information pursuant to Article 19, paragraph 1 of the Personal Data Protection Act and Article 13 of the Regulation (EU) 2016/679 of the European Parliament and

of the Council of 27 April 2016 – General Data Protection Regulation (GDPR).

11. EBH notifies the Client that he has the right to withdraw the permission given above regarding their personal data at any time, and this can only be done by terminating the current Agreement. After termination of the Client Agreement, the data will be retained for certain period of time depending on the nature of the information held and the purposes for which the information is processed. EBH determines the appropriate retention period in regard to any statutory obligations imposed by law. EBH is required to retain Client information for 5 years from the date of termination of the relationship pursuant to Article 67 from the Measures Against Money Laundering Act and Article 97, paragraph 2 from the Market in financial instruments Law. According to Article 12 of Accountancy Law, EBH is obliged to keep information related to its accounting for 50, 10 or 3 years.
12. By using the Services of EBH and its Website, and by accepting this Agreement, the Client HEREBY CONFIRMS THAT THE INFORMATION HE HAS PROVIDED REGARDING HIS RELATIONSHIP WITH EBH AND IN THE APPLICATION FORM WITH EBH IS TRUE AND ACCURATE.

Article 18

CONFLICT OF INTEREST

1. The Client accepts that a conflict of interest may arise when the interests of EBH compete or interfere, or appear to compete or interfere, with the Client's interests under the Agreement.
2. EBH has a Conflict of interest management policy which has been approved pursuant to art. 76 of the Markets in Financial Instruments Act (MFIA) and art. 34 of Delegated Regulation 2017/565.
3. EBH's Conflict of Interest Management Policy is available on the Company's website and the Client declares that he has read it alongside this point and has been accepted by the Client.
4. The Client accepts that:
 - 4.1. EBH may assign or transfer the execution of the Client's instruction to another company;
 - 4.2. EBH may execute instructions by different Clients at the same time as those of the Client that are opposite to one another;
 - 4.3. EBH may pay commission (or any other related fee) to a third party as a result of either:
 - 4.3.1. introducing the Client; or
 - 4.3.2. the Client's trading activity (under such circumstances the Client shall be notified in writing).

Article 19

LIABILITY

1. EBH shall, at all times, act honestly, professionally and in the best interests of the Client, while con-

cluding Client transactions in good faith. The Company is mandatorily obliged to pursue 'Best Execution' for its Clients, according to the Company's Order Execution Policy, which is available on the Company's Website. The Client declares that he has read it alongside this point and has accepted both.

2. EBH bears no responsibility for any act or omission concluded by either a natural or legal person in relation to the execution of the Client's transactions in financial instruments, unless such acts or omissions were the result of negligence or fraud on behalf of EBH.
3. EBH bears no responsibility for any loss and/or loss of opportunity that results in the reduction of the Client's transactions value in financial instruments, regardless of the cause of such a reduction, except to the extent that the reduction occurred as a direct consequence of EBH's deliberate actions or omissions.
4. EBH bears no responsibility for any loss incurred from acts or omissions of the Institution or its employees, including, but not limited to, instances of false or misleading information provided by the Client.
5. EBH bears no responsibility if either a natural or legal person attains through unauthorised access, any information, including information regarding Client trading, whilst such information is being transmitted from the Client to EBH (or any other party authorised by EBH) and vice versa. Such a transmission includes electronic and other means.

Article 20

INDEMNITY

1. The Client shall indemnify, or indemnify on demand, EBH for any costs incurred under the provision of investment or ancillary services by the latter, including, but not limited to:
 - 1.1. the Client's breach of the Client Agreement or the Company's policies; or
 - 1.2. false or misleading information provided by the Client to EBH.
2. The Client shall not, under no circumstance, assign or transfer any of its rights and/or obligations under the current Client Agreement and its relations with EBH to another person or legal entity.

Article 21

REPRESENTATIONS, WARRANTIES AND COVENANTS

1. Representations and warranties are personal statements, assurances or undertakings given by the Client to EBH on which EBH relies when dealing with the Client. The Client makes the following representations and warranties at the time he enters into this Agreement and every time he places a transaction or gives EBH any other instruction:
 - 1.1. The Client confirms that he has not been coerced or otherwise persuaded to enter into this Agreement;

- 1.2. the Client and/or any person(s) entering into this Agreement and performing any Transactions on the Client's behalf, have all the necessary authority, power, consent, licenses and authorizations, and have taken all necessary actions to enable it to lawfully enter into and perform its obligations under this Agreement, and/or to place any orders or instructions; the Client has full capacity therefore, the Client may enter into this Agreement;
 - 1.3. This Agreement, as well as each Transaction and the obligations created under the Agreement, is binding upon the Client and currently do not and in the future, will not violate the terms of any regulation, law, order, charge or agreement by which the Client is bound;
 - 1.4. No Event of Default has occurred or is occurring with respect to the Client;
 - 1.5. The Client is in compliance with all laws to which he is subject, including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
 - 1.6. All information and documents which the Client provides or has provided to EBH (whether at the Account opening process, verification or otherwise) is true, accurate and not misleading in any material respect;
 - 1.7. The Client is willing and financially able to sustain a total loss of funds resulting from transactions;
 - 1.8. The Client has consistent and uninterrupted access to the internet and any email address provided at his Account opening procedure;
 - 1.9. Money and investments supplied by the Client for any purpose shall, subject to the Agreement, at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by the Client, unless otherwise allowed by this Agreement;
 - 1.10. the Client is responsible for ascertaining whether any transaction entered into under the Agreement is lawful under the applicable laws of the jurisdiction where the Client holds residency;
 - 1.11. The Client declares that he is fully aware of any implications, including, but not limited to, any restrictions set by his local jurisdiction in relation to entering into this Agreement;
 - 1.12. The Client declares that his citizenship/residence/headquarters/address of management and/or its representative's citizenship/residence legislation allow the Client to enter into this Agreement and into a relationship with EBH. The Client agrees that if any false declaration under the sentence above incurs any losses, including expected or unexpected, now and in the future, EBH shall be not be held liable;
 - 1.13. The Client declares that any trading in financial instruments is proportional and/or reasonable to his specific financial situation and that independent financial advice has been sought, or will be if necessary.
2. A covenant is a promise to affirmatively do something. The Client covenants to EBH:
- 2.1. that for the duration of this Agreement, the Client will promptly notify EBH of any change to the details supplied by the Client during the account opening process, including, in particular, any change of address, any such occasions where the Client moves to another territory or country,

and any change or anticipated change in the Client's financial circumstances or employment status (including redundancy and/or unemployment) which may affect the basis on which the Company does business with the Client;

- 2.2.** the Client will at all times obtain, comply and do all that is necessary to maintain in full force and effect, all authority, power, consent, licenses and authorisations referred to in this clause. The Client will promptly notify EBH of the occurrence of any Event of Default or potential Event of Default with respect to itself;
 - 2.3.** upon demand, the Client will provide EBH with such information as the Company may reasonably require from time to time;
 - 2.4.** the Client will use all steps to comply with all applicable laws and regulations in relation the Agreement;
 - 2.5.** The Client accepts that EBH shall take all reasonable steps to ensure compliance with applicable rules and regulations. Such reasonable steps shall be binding upon the Client, too.
- 3.** The Client accepts that EBH shall have a lien on any amount that is deposited to his trading account that is due for payment by the former to the latter. Although EBH does not need the Client's consent in order to exercise the lien, the former shall notify the latter of its intention.
 - 4.** The Client represents that if an amount is due for payment to EBH, the latter shall be entitled to debit the Client's trading account, accordingly.
 - 5.** EBH may, under certain circumstances, assign or transfer any of its rights and/or obligations under this Agreement to another person or legal entity, in whole or in part, provided that such a person or legal entity agrees to abide by this Agreement.

Article 22

FORCE MAJEURE

- 1.** EBH shall, in its reasonable opinion, determine that a force majeure event occurred. Under such a circumstance, EBH shall take all reasonable steps in order to inform the Client.
- 2.** A force majeure event is as an event or circumstance, including, but not limited to, failure of any computer equipment or program, any natural, technological, political, governmental, social, economic or similar event, placing a bank or financial institution under special supervision or circumstance that occurred after a transaction in a financial instrument occurred and such an event or circumstance has not been anticipated at the date of entering into the transaction. In addition to the above, a force majeure event may include instances of illegitimate actions against EBH servers that may be outside the control of the Client or EBH.
- 3.** If EBH determines that a force majeure event occurred, without prejudice to any other rights of the Client under this Agreement, EBH may:
 - 3.1.** increase margin requirements; and/ or

- 3.2. increase spreads; and/ or
- 3.3. decrease leverage; and/ or
- 3.4. close-out, in good faith, any open positions at a price that EBH considers reasonable; and/ or
- 3.5. request amendments to any closed positions; and/ or
- 3.6. suspend the provision of investment and/or ancillary services to the Client; and/ or
- 3.7. amend any of the content of the current Client Agreement on the basis that it is impossible for EBH to comply with it;
- 3.8. terminate this Agreement;
- 3.9. require additional documents and/or information from the Client.

Article 23

MARGIN RULES

1. As a condition of entering into a Margined Transaction, EBH may, in its sole and absolute discretion, require the deposit of funds or other collateral acceptable to the Company as security for payment of any losses incurred by the Client in respect of any Transaction ("Margin"). The Client must satisfy any and all Margin Requirements immediately as a condition to opening the relevant Margined Transaction, and EBH may decline to open any Margined Transaction if the Client does not have sufficient funds in his Account to satisfy the Margin Requirement for that Transaction at the time the relevant Order is placed.
2. The Client also has a continuing Margin obligation to EBH to ensure that his Account balance is equal to or greater than the Margin Requirements for all of the Client's Open Positions. For the avoidance of doubt, the Client is obligated to keep in his Account, at all times, sufficient funds to meet all Margin Requirements. If the Client believes that he cannot, or will not be able, to meet the Margin Requirement, the Client should reduce his open margined positions or transfer adequate funds to EBH.
3. In the event that a Client has a level of equity equal to 100% or less than the Margin requirements relative to its current positions, EBH will initiate a margin call procedure. The client must provide additional cash collateral or at their discretion to close some of the positions to increase the ratio between the account equity and the required Margin to be above 100%. If equity continues to decrease and reaches 50% of the Margin requirements, EBH will begin closing positions to minimise the client's losses, with the first being the larger losing positions. The percentages described in this point may be changed, and the Client will be notified via the communication channels used.
4. A Margin call is issued through the Trading Platform when the equity level becomes equal to or less than 100% of the Margin required relative to the open positions. For this reason, it is in the best interest of the Client to regularly check their open positions. It will be assumed that EBH has issued a margin call if it notifies the Client electronically through the Trading Platform(s).
5. The Client may, by an agreement with EBH, satisfy Margin requirements and/or a Margin call warning

by providing collateral in a form acceptable to EBH.

6. EBH's Margin requirements for different types of Margined products are generally displayed on EBH's Website, and in certain instances, EBH may notify the Client of Margin requirements through alternative means. However, EBH reserves the right to change the Margin Requirements from time to time for specific instruments.
7. The Client acknowledges and agrees that in case his account demonstrates a negative outstanding balance on it, the company reserves the right to aggregate funds on other accounts of this Client in order to off-set such a negative balance.

Article 24

SUITABILITY AND APPROPRIATENESS

1. As EBH provides execution-only services to the Client in relation to complex financial products, the Company is required to assess whether it is appropriate for the Client to deal in complex financial products by requesting certain information, relating to his experience and knowledge of trading such products, that will help EBH assess whether the Client understands the risks associated with dealing in them. EBH will ask the Client for this information during the account opening and verification procedure, but EBH may request the Client to provide additional information in future, if the Client decides to deal in a new product type or sector.
2. If EBH considers trading with a particular complex financial product is not appropriate for the Client, based on the information the Client supplied to the Company, EBH will warn the Client of this. If, despite the warning, the Client performs additional operations under this Agreement following the date of the warning, it will be assumed that the Client is informed, has accepted the warning and continues to trade anyway.
3. If the Client provides EBH with incomplete information about his trading experience, EBH will warn the Client that EBH cannot correctly determine whether the services and products subject to this Agreement are appropriate for him. If, despite the warning, the Client performs additional operations under this Agreement following the date of the warning, it will be assumed that the Client is informed, has accepted the warning and continues to trade anyway.
4. Even where EBH carried out an appropriateness assessment, the Client may in any event wish to get independent advice from an authorised investment adviser, if he has any doubts about dealing in Complex Products.

Article 25

DEFAULT AND DEFAULT REMEDIES

1. Each and any of the following shall constitute an Event of Default:
 - 1.1. if EBH has reasonable grounds to believe that the Client failed to make any payment or that the Client is in material breach of any part of this Agreement;

- 1.2. when EBH considers it necessary or desirable to prevent what is considered to be a violation of any laws, applicable regulations, or a good standard of market practice;
 - 1.3. if any representations or warranties given by the Client, or his representative in this Agreement, are, or later become, untrue;
 - 1.4. if any action is taken, or an event occurs, which EBH considers to have a material adverse effect on the Client's ability to perform any of his obligations under the Agreement;
 - 1.5. if EBH cannot verify the Client's identity, or the Client refuses to provide the required documents and/or information for the verification procedure;
 - 1.6. if the Client provides untrue, inaccurate information or documents during the verification procedure;
 - 1.7. if the Client is unable to pay his debts/obligations when due, or he is indeed bankrupt or insolvent as defined under any bankruptcy or insolvency law applicable to the Client;
 - 1.8. If a Client's company becomes insolvent, goes into liquidation or is indeed terminated, EBH reserves the right to terminate this agreement with such a Client;
 - 1.9. if the Client, or any Insolvency Officer acting on either's behalf, disaffirms, disclaims or repudiates any obligation under this Agreement or any guarantee, hypothecation agreement, margin or security agreement, or any other document containing an obligation of a third party, or of the Client, in favour of EBH supporting any of the Client's obligations under this Agreement;
 - 1.10. if the Client fails to comply with, or perform any obligation under an applicable rules or policies of EBH;
 - 1.11. if any Event of Default (however described) occurs in relation to any other agreement that the Client may have with EBH.
2. In an Event of Default, EBH may, in its sole and absolute discretion, take all or any of the following actions:
- 2.1. close any Open Positions or cancel any Orders on the Client's Account;
 - 2.2. remove the Client from the Company's bonus system;
 - 2.3. prohibit the Client from accessing or using the Client's Account and EBH Dashboard;
 - 2.4. suspend or limit in any way the Client's ability to place an Order, give an instruction or effectuate any Transaction in relation to the Client's Account;
 - 2.5. vary the Margin Requirements applicable to the Client;
 - 2.6. reverse any Transactions (as if they had never been entered into in the first place) and the effect of such Transactions on the Client's Account;
 - 2.7. require the Client to close any or all of his Open Positions by a specified date selected by EBH;

- 2.8. make appropriate deductions or credits;
 - 2.9. terminate this Agreement immediately without notice, or with notice with termination occurring on a specified date selected by EBH;
 - 2.10. exercise EBH's right of set-off.
3. The Client authorises EBH to take any or all of the actions described in the clause from above without notice to the Client and acknowledges that EBH shall not be responsible for any consequences of taking such actions. The Client shall take any action as EBH may request in order to protect the rights of EBH and/or its partners.

Article 26

REIMBURSEMENT

1. The Client will reimburse EBH, and keep the Company indemnified on demand, in respect of all liabilities, losses or costs of any kind or nature whatsoever that may be incurred by EBH as a direct or indirect result of:
 - 1.1. any failure of the Client to perform any of his obligations under the current Agreement, in relation to any incurred by EBH as a direct or indirect result of: Transaction or in relation to any false information or declaration made either to EBH or any third party;
 - 1.2. the Client's use of programmable trading systems, whether built by the Client or by any third party and executed on or using the Trading Facility;
 - 1.3. any act or omission by any person obtaining access to the Client's Account, by using the Client's designated Account number and/or password, whether or not the Client authorised such access.

Article 27

AMENDMENTS TO THE CLIENT AGREEMENT

1. EBH reserves the right to amend, partially or fully, the current Client Agreement, the tariff, the annexes hereto, and other rules, policies and procedures, especially if EBH deems that such amendments are necessary given their announcement by a regulatory authority of a competent jurisdiction.

Under such circumstances, the Client shall be notified in a timely manner, either through the EBH account management system or through the Website accordingly. All such changes shall become effective on the date indicated on the Website.

2. In the event of any changes to this Agreement and/or the tariffs, EBH shall publish any amendment at least one month before its entry into force on the Company's Website, while information about the date of acceptance and the date of entry into force will also be published with the respective amendments.
3. In the event of a disagreement, the Client has the right to terminate the Agreement without notice,

before the amendments enter into force.

4. If the Client performs a Transaction after the amendments enter into force, then the Client will be deemed to have accepted those amendments completely and unconditionally.

Article 28

COMMUNICATIONS

1. Unless otherwise stated in this Agreement, all communications relating to this Agreement and/or the relationship between the Client and EBH shall be done through the EBH system e-mail addresses, through the live chat and the ticket system of EBH.
2. The communications relating to this Agreement and/or the relationship between the Client and EBH, could be by post to the registered address of EBH and to the ID/company documents' address of the Client, in cases when this type of communication is expressly stated in this Agreement or expressly requested by the Client.
3. Detailed information about the methods of communication used between EBH and its clients is available in the document General information for the clients of European Brokerage House OOD, available on the Company's Website. By accepting the current Client Agreement, the Client declares that he is aware of the stated document.

Article 29

TERMINATION

1. The Client has the right to terminate this Agreement within the month before the announcement enters into force, as per article 27 above, by sending written notification via registered post to the EBH Head Office address, without being responsible for damages and expenses, except for the costs associated with the assets owned by him. This termination will enter into force within 7 days from the receipt of the notification.
2. The Client has the right to cancel the Agreement with EBH within 14 days of the date of its conclusion, while they must close all open positions. In this case, EBH will return to the Client all the remaining funds in his account, after deducting all fees, using the same method that was originally used to fund the account.
3. EBH reserves the right to terminate the Client Agreement by giving the Client at least 7 (seven) business days' notice, specifying the termination date.
4. The Client accepts that EBH reserves the right to terminate the Client Agreement immediately by providing the former with notice, if article 29, point 5 below, becomes effective.
5. EBH will immediately terminate this Agreement with the Client in the event of:
 - 5.1. a violation of any part of the Agreement on behalf of the Client and/or its representatives;

- 5.2. an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up proceedings that involve the Client;
 - 5.3. an occurrence of the conditions under article 25, point 1 from above;
 - 5.4. a Client involving EBH in any type of fraud;
 - 5.5. upon establishing that the Client is a citizen of a country not on the list of eligible countries in accordance with EBH money laundering rules.
6. Termination of the Agreement shall not imply that any of the Client's responsibilities cease to exist; the latter shall still be liable to pay to EBH:
 - 6.1. any amount that is due;
 - 6.2. any expenses that are incurred by EBH, as a result of the termination of the Agreement;
 - 6.3. any damage that has arisen because of an arrangement or settlement.
7. Upon termination of this Agreement, EBH shall immediately transfer to the Client any amount available in the relevant trading account, minus any outstanding amount that is due to EBH by the Client.
8. If some aspect of article 29, point 5 above becomes effective, EBH reserves the right to reverse any transactions that are deemed to be contrary to the Company's or the Client's interests.

Article 30

COMPLAINTS

1. Client complaints can be filed in the following ways:
 - 1.1. by email to compliance@ebhforex.com;
 - 1.2. by post, to EBH's address: Sofia, 1303, 33 Shar Planina street, floor 2, office 8.

Complaints sent by e-mail from clients are advised to be sent from their email address registered at EBH.
2. Clients dissatisfied with EBH's services, or indeed have a query, are encouraged to contact the Client Support Department via:
 - 2.1. Live chat;
 - 2.2. Email;
 - 2.3. Telephone.
3. Complaints shall be addressed to the Client Support Department. If the Client receives a response from the Client Support Department, but deems that the complaint needs to be raised further, the Client may contact the Compliance Department that is an independent department within EBH. Both

the Client Support Department and the Compliance Department shall thoroughly examine any complaints as required, taking into account any information contained within the books and records of EBH, including, but not limited to, the Client's trading account journal.

4. A complaint shall include:
 - 4.1. the Client's full name;
 - 4.2. the Client's account number;
 - 4.3. any pertinent transaction ID number(s);
 - 4.4. time and date of the issue;
 - 4.5. an accurate and clear description of the issue;
 - 4.6. any supporting documentation, should the Client wish to provide.
5. EBH should acknowledge receipt of the complaint within three (3) business days and provide a unique reference number. EBH should investigate the complaint and respond within one (1) month of receipt of the complaint. In the event that EBH does not fully understand the complaint, EBH may contact the client to determine the nature of the complaint.
6. EBH is obliged to respond to a complaint, regardless of the possibility of article 29, point 5 of this Agreement to be applied.
7. Detailed information about the Client complaints procedure is available in the document Complaint handling policy, which is available on the Company's Website. By accepting the current Client Agreement, the Client declares that he is aware of the stated document.
8. Disputes arising between EBH and Clients regarding the application, performance and interpretation of the Client Agreement shall be settled by mutual agreement through negotiation. Disputes that cannot be settled through negotiation and mutual agreement will be referred for final settlement to the competent court in the Republic of Bulgaria. By accepting this Agreement, the Client gives their consent and accepts the information constituting commercial secret under Art. 91 of the Markets in Financial Instruments Act to be disclosed to the competent judicial authorities in connection with the resolution of the disputed disputes. Disputes relating to the implementation of the EMIR shall be settled in accordance with the procedure laid down in the EMIR.
9. Unless explicitly stated otherwise, Bulgarian law applies to issues not covered by this Agreement.

Article 31

OPERATION TIME

1. EBH operates round-the-clock (24 hours) from 00.00 (GMT +3 in summer; GMT +2 in winter) Sunday to 00.00 (GMT +3 in summer; GMT +2 in winter) Friday. Holidays are announced through the internal mail of the Trading platform.

2. It should be noted that the trading of certain financial instruments occurs during specific timeframes. The Client is responsible for looking at the contract specifications of such instruments for further details, prior to trading. The Client shall be notified of any Company holidays through our internal e-mailing system.
3. EBH will not quote any price outside our operation time. Therefore, no orders can be placed by Clients during that time.

Article 32

MISCELLANEOUS

1. EBH may, but the Client may not, at any time transfer or assign its rights, benefits and/or obligations under this Agreement by providing the Client with no less than ten (10) Business Days written notice. Any such transfer shall be subject to the assignee stating in writing that he is to be bound by our obligations under this Agreement. EBH's rights and obligations under this Agreement are personal to the Client. This means that the Client cannot assign them without EBH's prior written consent.
2. If, at any time, any provision of the current Agreement is, or becomes, illegal, invalid, or unenforceable in any respect under the legislation of any jurisdiction, then such provision, or part thereof, will be deemed severable and not form part of the Agreement. Neither the legality, validity or enforceability of the remaining provisions of the Agreement under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

SCHEDULE A: RISK DISCLOSURE NOTICE

RISK WARNING

Contracts for Difference (CFDs) are complex financial products, which have no set maturity date. Therefore, a CFD position matures on the date a Client chooses to close an existing open position. CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the Client's invested capital. Interest is not guaranteed. As a result, CFDs may not be suitable for all individuals and legal entities. The Client should not risk more than he is prepared to lose. Before deciding to trade, the Client shall ensure that he understands the risks involved and take into account his level of experience. The Client may seek independent advice, if necessary.

EBH will not advise the Client about the merits of any particular financial instrument or give him any form of investment advice. The Client consequently acknowledges that our Services do not include the provision of investment advice. The Client at his discretion will decide how to handle his Client account, place orders, and take relevant investment decisions based on his own knowledge, experience and judgment.

The current Risk Disclosure Notice is provided to the Client in accordance with Bulgarian legislation and the requirements of the FSC on the basis that the Client is proposing to trade with EBH in financial instruments as Contracts for Difference (CFDs) and spot Forex pairs, which are leveraged products and incur a high level of risk and can result in the loss of the Client's invested capital.

Detailed information about the characteristics and risks of the financial instruments offered by EBH is available in a separate policy, which can be found on the Company's website.

It should be noted that the Risk Disclosure Notice does not contain all the risks and aspects involved in trading financial instruments. Therefore, the Client needs to ensure that his decision is made on an informed basis taking into consideration the following:

PRODUCT DESCRIPTION

1. A CFD is an agreement to either buy or sell a contract that reflects the performance of, including amongst others, Forex, Precious Metals and Indices. The profit or loss in this trading is determined by the difference between the price financial instruments are bought at and the price sold at, and vice versa. These financial instruments are traded on margin and it should be noted that no physical delivery of either the financial instrument or the underlying asset occurs. It should also be noted that when Clients purchase, for example, CFDs on shares they are merely speculating on the share's value to either increase or decrease.
2. CFDs fluctuate in value during the day. The price movements of CFDs are determined by a number of factors including, but not limited to, speculation and availability of market information.

TRADING FINANCIAL INSTRUMENTS

1. The Client shall be solely responsible for any instructions sent and/or received through the Trading platform(s) from the Clients or their authorised representative.

2. The Client accepts the contract specifications for each Financial Instrument as stated on the Website. In addition, the Client accepts that EBH reserves the right to change the contract specifications without giving prior written notice.
3. EBH shall agree to receive instructions transmitted only through the Trading platform(s) or other electronic means determined by EBH.
4. The Client accepts that EBH reserves the right to proceed in partial execution of the Client instruction(s).
5. The Client accepts that once EBH receives instruction(s) for trading financial instruments, such instructions are final and cannot be cancelled or deleted, except where EBH agrees that such a cancellation or deletion is a necessity resulting from manifest errors.
6. To start trading, the Client shall complete the account opening procedure, download (<https://www.ebhforex.com>) and install one of the Trading platform(s) (MetaTrader4 or MetaTrader5) from our website, depending on the account type. Upon completion of the account opening procedure, the client shall receive the Access Credentials to their trading account(s).
7. EBH shall confirm all the instruction(s) received by a Client. If EBH executes the instruction(s) they shall be considered as confirmed and no other confirmation is required.
8. The Client may send instructions for either: a market execution order and/or a pending order. There are Buy Limit, Sell Limit, Buy Stop, and Sell Stop available as pending orders. It should be noted that a Stop Loss and/ or Take Profit may be attached to a market execution or pending order.
9. The Client accepts that once a pending order is received by EBH, the former may modify such an order while it is in pending status. It should be noted that the status of an order is available, at all times, through the Trading platform(s).
10. A pending order that is an open order at the close of a specific trading session shall remain valid and shall be executed accordingly during the next trading session.
11. The Client accepts that under certain trading conditions, including but not limited to situations of high market volatility or illiquidity, it may be impossible for EBH to execute pending orders at the declared price. Under such conditions, EBH reserves the right to execute an order or modify the pending and/or closing price to provide the next best price. It should be noted that: (i) if a pending order is executed at the next best price, the stop loss and/or take profit instructions shall be cancelled.
12. The Client acknowledges and agrees that in case his account incurs a negative outstanding balance on it, the Company reserves the right to aggregate the funds of other trading accounts belonging to the Client in order to off-set the negative balance.
13. The Client understands that if the conditions described in the paragraph above materialize, a Stop Loss instruction attached to a pending order may not limit the Client's potential loss to the intended amount, given that EBH may be unable to execute at the declared price.
14. EBH, when the account equity reaches a point where it becomes equal to 50% of the required margin, has the discretion to begin closing positions at the market price starting from most unprofitable one.

15. The Client accepts that EBH bears no responsibility and liability for the download, installation and use of any trading related solutions such as Expert Advisors, scripts, indicators etc.; if it comes to the attention of EBH that the Client is using any such solutions, and if these solutions have a negative impact on the overall stability and performance of the trading platform, the former has the right to terminate the provision of investment and ancillary services to the latter, under the Client Agreement, in order to protect the orderly operation of the trading platform(s).
16. The Client should bear in mind that in terms of volume, financial instruments traded through the trading platform(s) are measured in lots and the minimum volume of a transaction is 0.01 lots.
17. EBH reserves the right to amend, at any time, the contract specifications of such financial instruments, which are available online on EBH's official Website, in order to respond to a number of situations including, but not limited to, specific market conditions. The Client is liable for ensuring that he remains informed, at all times, regarding the latest contract specifications.
18. If The Client's order relates to the purchase or sale of a financial instrument but there is insufficient free margin in the relevant trading account to cover such purchase and any applicable charges, such an order cannot be opened.
19. EBH reserves the right to refuse the execution of a pending order and/or modify the opening/closing price of an order if a technical or other error occurs.
20. The Client accepts that if EBH were to refuse the execution of a Client's order, the obligations of the Client under the Client Agreement shall remain unaffected.
21. The Client may, at any time, review the current and historic state of his trading account through the Trading platform(s).

PERFORMANCE

1. It should be noted that past performance of financial instruments is not a useful indicator of future performance.

MAIN RISKS ASSOCIATED WITH TRANSACTIONS IN FINANCIAL INSTRUMENTS

1. Prior to trading CFDs and other financial instruments, the Client needs to ensure that he understands the risks involved.
2. CFDs are leveraged products and therefore carry a higher level of risk to the Client's capital compared to other financial products. The value of CFDs may increase or decrease depending on market conditions.
3. Due to the fact that CFDs are leveraged products, engaging in such trading may not be suitable for the Client and independent advice should be sought, if necessary. The potential for profit must be balanced alongside prudent risk management, given the significant losses that may be generated over a very short period of time when trading.
4. EBH will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into the particular

Transaction.

5. The Client should not commence trading in financial instruments unless he understands the risks involved.

CAPITAL LOSS

1. Trading financial instruments incurs a high level of risk and can result in the loss of all of the Client's invested capital. However, it should be noted that EBH operates a 'negative balance protection' basis. This means that the Client cannot lose more than his initial investment.

CREDIT RISK

1. When trading CFDs, the Client is effectively entering into an over-the counter (OTC) transaction. This implies that any position opened with EBH cannot be closed with any other entity. OTC transactions may involve greater risk compared to transactions occurring on regulated markets, for example on traditional exchanges. This is due to OTC transactions having no central counterparty and either party to the transaction bears certain credit risk (or risk of default).

MARGIN ACCOUNT AND REQUIREMENTS

1. The Client needs to ensure that he has sufficient margin on his trading account, at any time, in order to maintain an open position. In addition, the Client needs to continuously monitor any open positions in order to avoid positions being closed due to the unavailability of funds. It should be noted that EBH is not responsible for notifying the Client for any such instances.

ABNORMAL MARKET CONDITIONS

1. Under abnormal market conditions, Financial Instruments may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by EBH or the Client. As a result, EBH may be unable to execute the Client's instructions at the declared price and a 'stop loss' instruction cannot guarantee to limit the latter's loss.
2. Financial Instrument prices are influenced by, amongst other things, the implementation of governmental, agricultural, commercial and trade programmes and policies and national and international socioeconomic and political events.

TRADING PLATFORM CONDITIONS

1. EBH shall make the Quotes necessary for making trading decisions available through its Trading platform(s). It should be noted that this service may be disrupted and as a result price related information may not reach the Client. The Client explicitly agrees and understands that due to market conditions or other circumstances, such Quotes may differ from those available from other sources. EBH reasonably expects its price related information to be adequately commensurate with the current Quotes for similar transactions in the market. However, delays in data transmission, large volumes, volatility

or other significant factors may cause discrepancies in Quotes provided by EBH and those available from other sources.

2. The Client shall regularly consult the 'Help' menu or User Guide of the trading platform(s). If a conflict arises, the Client Agreement shall prevail unless EBH determines, in its sole discretion, otherwise.

QUOTES

1. EBH shall, at all times except to instances outside the control of EBH, transmit bid and ask prices (collectively 'the Quotes') through the Trading platform(s) that are executable according to the Client's instructions.
2. For all instruments, EBH quote two prices: The higher price (ASK) at which the Client can buy (go long) for that instrument, and the lower price (BID) at which the Client can sell (go short) for that instrument. The difference between the Bid and the Ask is called the Spread. Information about the Spread is available online on the Website.
3. On the basis of the Client Agreement, EBH shall determine, at its discretion, the Quotes that are executable and appear through the Trading platform(s). The Client accepts that he shall disregard any bid and/or ask prices quoted through any other system and/or tool other than EBH's MetaTrader platforms.
4. The Client accepts that EBH is solely responsible for determining the validity of the Quotes at any given time. Therefore, EBH reserves the right to amend any open or closed positions if these positions are the result of a Manifest error.
5. Charts in the terminal are built and shown only for Bid prices.

SWAPS

1. The swap is the interest added or deducted for holding an open position overnight.
2. Depending on the position held and the interest rates of the currency pair involved in a transaction, the Client may either be credited or debited; the operation is conducted at 23:59 server time and the resulting amount is automatically converted into the Client's balance currency.
3. From Friday to Monday the Swap is charged once and from Wednesday to Thursday the Swap is charged in triple size. The rollover interest rates of EBH are based on the overnight rate provided by our liquidity provider(s). The Company updates such rate as often as it deems necessary. Further information regarding Swaps can be found on official website of EBH.

VARIABLE COSTS

1. Prior to trading Financial Instruments, the Client needs to consider any applicable variable costs such as spreads and swaps. The Client is solely responsible for requiring clarifications from the Company in relation to the above, if necessary.

2. The Client should note that not all costs are represented in monetary terms (for example, costs may appear as a percentage of the value of a CFD). Therefore, the Client needs to ensure that he understands what the percentage amounts to.
3. The Client should note that any applicable costs shall be instantly deducted from his Trading account.
4. EBH reserves the right to change, from time to time, any of the variable costs applicable to Clients when trading financial instruments without prior written notice to the latter. The most up-to-date information can be found on EBH's Website.
5. All applicable variable costs are described in the Key Information Document for each instrument offered, published on EBH's website. Those costs are different from the fixed costs, which are included in EBH's Tariff of Services.

COMMUNICATION

1. EBH bears no responsibility and liability for any loss that arises as a result of delayed or unreceived communication sent to the Client by EBH and vice versa.
2. In addition, EBH bears no responsibility and liability for any loss that arises as a result of unencrypted information sent to the Client by the Company that has been accessed via unauthorized means and/or by unauthorized party.
3. EBH bears no responsibility and liability for any unreceived or unread internal messages sent to the Client through the Trading platform(s) or to the clients's registered email address.
4. The Client is solely responsible for the privacy of any information contained within the communication received by EBH.
5. Moreover, the Client accepts that any loss that arises as a result of unauthorised access of a third party to the Client's trading account is not the responsibility and liability of EBH.

TAXATION

1. Although investing in Financial Instruments does not involve taking physical delivery of the underlying financial instrument, independent tax advice should be sought, if necessary, to establish whether the Client is subject to any tax, including stamp duty.

TECHNICAL ISSUES. MANIFEST ERRORS

1. The Client accepts that EBH is not an internet service or electricity provider. Consequently, the former accepts that EBH is not responsible for any failure to provide investment services due to the failure of the aforementioned ancillary services.
2. EBH bears no responsibility and liability for any loss that arises as a result of a system failure, including but not limited to:

- 2.1.** hardware or software failure, malfunction or misuse either on the Client's side or the Company's or both;
 - 2.2.** poor internet connection either on the Client's side or the Company's or both;
 - 2.3.** incorrect settings in the Client terminal, Trading platform and/or delayed updates of the Client terminal.
- 3.** The Client accepts that at times of excessive transaction flow there might be some delay in contacting, over the telephone or via live chat, especially when there are important market announcements.
- 4.** EBH bears no responsibility and liability for any instructions that may be misinterpreted due to a technical or other error.
- 5.** The Client accepts that due to the technical complexity of the Trading platform and its integral parts, manifest errors may occur. A manifest error is any error that EBH believes to be obvious, evident and palpable. In deciding whether an error is a manifest error, all relevant information should be taken into account, including, but not limited to, prevailing market conditions and, within reason, human error. As such, the Company reserves the right to void from the outset, or within any reasonable time thereafter, any open or closed positions, which appear to contain, or be based upon, a manifest error. The Company also reserves the right to make reasonable amendments to the details of the resulting transaction(s) in our sole discretion.

v.1.0	2020-04-27	Initial version
v.1.1	2020-10-23	Amendments in Glossary, art. 1, art. 2, art. 5, art. 18



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