

C O N T R A C T № 900400.....

For providing access to the Client Order-Book Online System – COBOS

Today, 19.12.2007 in the city of Varna, the present contract is concluded by and between:

1. “VARCHEV FINANCE” LTD. /licensed Investment Intermediary by Financial Supervision Commission for activities in the country and abroad/, seat and registered office at: city of Varna, 18 “Shipka” Str., registered under company case No. 1854/2002 at Varna District Court, Tax No. 1030160025, EIK No. 103775285, represented by Biser Simeonov Varchev, PIN 6704165089 – Chairman of the Board of directors and Executive Director and Sevdelina Ivanova Foteva, PIN 7709073433 – Executive Director, hereinafter solely referred to as INVESTMENT INTERMEDIARY.

2. ....  
Personal ID No. ...., identity card № ....., issued on ..... by Ministry of Internal Affairs-.....,  
Address: .....,  
hereinafter solely referred to as CLIENT.

The parties agreed to the following:

#### SUBJECT MATTER OF THE CONTRACT. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The INVESTMENT INTERMEDIARY grants the CLIENT a direct access to trade on the Bulgarian Stock Exchange Change – Sofia JSC via the Client Order-Book Online System, hereinafter referred to as COBOS, and the CLIENT agrees to pay a commission according to the operative tariff of INVESTMENT INTERMEDIARY.

1.1. The CLIENT declares that he/she is aware of the INVESTMENT INTERMEDIARY’s Classification of Clients and on its basis he/she accepts to be classified as: (.....) non-professional client; (.....) professional client; (.....) acceptable counterparty. The CLIENT understands and agrees that according to the chosen status different support and warranties will be applied to him in accordance with the Client Order-Book Policy, in the client’s best interest. With entering a COBOS order, the CLIENT chooses all the parameters of the order which receives a status “entered with special instructions” and the INVESTMENT INTERMEDIARY, acting on behalf of the CLIENT by giving him/her access to COBOS, has executed by definition the obligation for achieving best result for the CLIENT. In case that the online system admits some parameters of the order not to be indicated necessarily, the INVESTMENT INTERMEDIARY is ought to make all possible efforts for best execution in accordance with the Client Order-Book Policy, in the client’s best interest.

2. The trade specified in p.1 is performed by the CLIENT personally, entirely on his/her account and at his/her risk.

3. The INVESTMENT INTERMEDIARY examines and confirms each order via a special terminal before submitting to the Bulgarian Stock Exchange Change – Sofia JSC.

4. The contract is concluded for indeterminate time.

5. The injunctions of the Rules for registration and access to COBOS adopted by the Bulgarian Stock Exchange Change – Sofia JSC are obligatory for the parties which agreed by signing the contract that the Rules are an intrinsic part of this contract.

6. The CLIENT is entitled to enter orders (which have to be confirmed) via COBOS in financial instruments and compensatory instruments from a list of emissions allowed by the administrator, on his/her behalf and at his/her expense, after receiving certificate and password from the INVESTMENT INTERMEDIARY.

7. The CLIENT is entitled to delete his/her orders entered via COBOS if they haven’t been executed.

8. By signing the contract the CLIENT undertakes to open a deposit for at least 300 BGN at the INVESTMENT INTERMEDIARY and to keep constantly certain amount of cash not less than the amount of the annual fee for issuance and maintenance of a certificate of the CLIENT, stipulated in art. 17, par. 3, in connection with par. 2 of the Rules for registration and access to COBOS, due to the Bulgarian Stock Exchange Change – Sofia JSC.

9. The CLIENT is obliged to pay a reward to the INVESTMENT INTERMEDIARY.

9.1. The CLIENT agrees to pay expenses and fees under to item 9.2, item 9.3, item 9.4 and item 10, the fees stipulated in the Tariff for Standard Commission Fees, as well as the deposit under to item 8 and to keep the necessary funds in the INVESTMENT INTERMEDIARY clients account to an amount determined in the same item.

9.2. To transferring the financial instruments to another INVESTMENT INTERMEDIARY, as well as to replacement of financial instruments, the CLIENT shall pay a fee to the amount of 1 % (one percent) of the value of the financial instruments transferred (respectively the financial instruments offered by the CLIENT to replacement), which amount shall be, for the purposes of this regulation, equal to the price, at which the latter has purchased the financial instruments (but not less than 10 (ten) BGN).

9.3. The INVESTMENT INTERMEDIARY shall pay in favour of the CLIENT the annual fee for issuance and maintenance of COBOS certificate of the CLIENT, as stipulated in art. 17, par. 3, in connection with par. 2 of the Rules for registration and access to COBOS, as well as COBOS Client-Portfolio access annual fee, stipulated in art.12 (2) of the Rules for registration and exploitation of COBOS-Client Portfolio, both fees due to the Bulgarian Stock Exchange Change – Sofia JSC.

9.4. In case the trading turnover of the client within the first year, reckoned from the signing of this contract, reaches (or exceeds) 45,000 BGN (forty five thousand levs), the annual fees paid in advance by the INVESTMENT INTERMEDIARY under to item 9.3 of this contract shall remain at INVESTMENT INTERMEDIARY's expense. If the annual trading turnover of the CLIENT is less than BGN 45,000 (forty five thousand levs), CLIENT undertakes the expenses for the annual fees paid in advance and the INVESTMENT INTERMEDIARY shall be entitled to withdraw the amount of the fees from the CLIENT's trading account.

9.5. If the client renews his/her COBOS certificate, conditions and obligations of p.9.3. and p.9.4. refer to the every next year respectively. If the trading turnover of the client within the duration of the COBOS certificate does not reach 45,000 BGN (forty five thousand levs), the CLIENT pays at his/her expense the annual fees for the next year and INVESTMENT INTERMEDIARY shall not bear responsibility and obligation for its payment.

#### 10. OTHER PAYMENTS AT CLIENT'S EXPENSE. PROCEDURES AND TERMS OF PAYMENT

10.1. Any other payments related to the deals, subject matter of this Contract, concluded by order of the CLIENT, shall be at expense of the latter, including:

a) commission fee for deals with financial instruments, due under to the Tariff on Services of the Bulgarian Stock Exchange Change – Sofia JSC in force according to the exchange regulations.

b) bank fees and commissions;

b) fees due according to the Tariff of the Central Depository JSC in force.

g) other fees and taxes in amount and exigibility f the actual Tariff of taxes and commissions of Varchev Finance.

11. The CLIENT undertakes to observe all its obligations emanating from the regulations of the rules under to art. 5.

12. The CLIENT undertakes to sell via COBOS only financial instruments or compensatory instruments, which are in his/her sub-account at the INVESTMENT INTERMEDIARY and are in the list of emissions allowed by the administrator. The CLIENT is not entitled: a) to enter sell orders of financial instruments that are blocked in the Central Depository, pledged or banned and/or constitute a concealed purchase or sale of financial instruments and/or possesses internal information on the financial instruments, to which the same order refers or on their issuer; b) to make simulative proposals for conclusion of deals with financial instruments, to conclude deals with financial instruments, with which to create a distorted picture of the price or volume of trade with financial instruments; c) to give sell orders of financial instruments not owned by him.

13. The CLIENT undertakes to enter buy orders not exceeding the amount of the deposit as per art. 8.

14. The CLIENT undertakes to present to the INVESTMENT INTERMEDIARY the necessary declarations and orders to use of COBOS in accordance with the legislation acts /including such internal papers of the Bulgarian Stock Exchange Change – Sofia JSC, Central Depository, the Financial Supervision Commission and the INVESTMENT INTERMEDIARY/, regularizing the respective matter.

15. The CLIENT undertakes to inform the INVESTMENT INTERMEDIARY of presence of conflicts of interests to the trade on the Bulgarian Stock Exchange Change – Sofia JSC, via COBOS.

16. The INVESTMENT INTERMEDIARY is entitled to receive from the CLIENT on time the respective fees and commissions according to the tariff.

17. The INVESTMENT INTERMEDIARY is entitled to demand from the CLIENT all necessary documents with regard to the use of COBOS.

18. The INVESTMENT INTERMEDIARY is entitled to refuse a confirmation of order entered by the CLIENT, if it is announced in contradiction to the legislative acts regularizing the stock exchange trade or breaks the stipulations of the present contract.

19. The INVESTMENT INTERMEDIARY is entitled to terminate for a certain period or finally /through unilateral termination of the validity of this contract/ the rights of the CLIENT to use COBOS, if the latter, with his/her actions, breaks the legislative acts regularizing the stock exchange trade or the stipulations of the present contract.

20. The INVESTMENT INTERMEDIARY is obliged to confirm in conformity with the law and correctly the order entered via COBOS according to the stipulations of the present contract.

21. According to Rules of Central Depository JSC all the payments exceeding 5000 BGN between the parties should be made by bank transfer. Personal bank account of the CLIENT is:

SWIFT/BIC: ..... IBAN: ..... bank .....  
Country .....

The withdrawal of funds requires receiving a withdrawal request by the CLIENT on INVESTMENT INTERMEDIARY's mail or personally at the office of Varchev Finance. Withdrawal requests received till 11:30 a.m. will be executed on the following working day, and those received after 11:30 a.m. – on the they after the following working day.

22. The CLIENT declares unconditionally that:

§ he is acquainted with the Rules for registration and access to COBOS, that become an integral part of this Contract and has received a copy of them before conclusion of the Contract; he is acquainted and accepts the common conditions applicable to the contracts with clients of INVESTMENT INTERMEDIARY COMPANY VARCHEV FINANCE LTD, adopted on 03.12.2007, the Policy for execution of client orders in best interest of the Client and the Tariff for Standard Commission Rewards announced to him, through which they become part of the present contract. The common conditions indicated are applied in the relations between the parties, as far as they do not contradict the Financial Instruments Markets Law and Ordinance No. 38.

§ he declares that, before conclusion of this contract, he has got himself acquainted, understands and agrees with the information on the INVESTMENT INTERMEDIARY, with his rights and obligations according to this contract, with the financial instruments, subject matter of the contract, the risks for the financial instruments, subject matter of the contract, and all expenses and fees related to the orders, as well as the information, where and under which conditions will be hold the funds and financial instruments of the CLIENT.

§ he is informed by the INVESTMENT INTERMEDIARY of the potential conflicts of interests;

§ he is acquainted with the risk related to the markets of financial instruments and has received the information according to art. 9 of the Ordinance 38 on the Requirements to the Activity of the INVESTMENT INTERMEDIARIES;

§ with regard to and on occasion of the deal concluded under the above indicated conditions, he has not wanted and has not received any advices and recommendations from the INVESTMENT INTERMEDIARY;

§ he declares that he is acquainted with the INVESTMENT INTERMEDIARY's Tariff on Fees up-dated as of 09.01.2008;

§ is informed that the INVESTMENT INTERMEDIARY does not bear responsibility in case of a communication collapse in the system, when the INVESTMENT INTERMEDIARY has undertaken all the necessary and sufficient measures in accordance with the rules for risk management and objectively the INVESTMENT INTERMEDIARY cannot provide a connection (via internet, telephone, etc.) with the market of financial instruments and/or the CLIENT. In this case the INVESTMENT INTERMEDIARY does not bear responsibility on the damages caused to and benefits missed by the CLIENT.

§ (tick the true statement) CLIENT declares that he/she is (...) , not an employee (...) for Varchev Finance; he/she is (...), not a manager (...) in Varchev Finance; is (...) , is not connected with employee/manager of Varchev Finance (...).

§ he declares that all negotiations up to the conclusion of this contract have been held in the office of the INVESTMENT INTERMEDIARY in the presence of the CLIENT and representative of the INVESTMENT INTERMEDIARY.

§ he gives his consent to be informed by the INVESTMENT INTERMEDIARY regarding the circumstances related to the subject matter of the contract through: a. (..) /registered letter / advice of delivery to the above indicated address; b. (..) in the office of the INVESTMENT INTERMEDIARY in the city of Varna, No. ...., ..... Str., against signature; c. (..) through a person under to art. 39, par. 1, item 2 against signature; d. (..) e-mail / telefax to the following address/tel. number: ...../; e. (..) ..... / another way certifying the receipt/. The CLIENT agrees that he will be informed of all significant changes in the internal documents of the INVESTMENT INTERMEDIARY through the publishing of the changes on the internet page of the Company: [www.varchev.com](http://www.varchev.com)

23. The INVESTMENT INTERMEDIARY shall not be responsible for the damages suffered by and benefits missed by the CLIENT with regard to access to COBOS. In case that the CLIENT breaks his/her obligations according to this contract and/or the Rules for registration and access to COBOS, in result of which obligations for payment of compensations occur for the INVESTMENT INTERMEDIARY, for purchase of financial instruments or in general the INVESTMENT INTERMEDIARY suffers any financial damages and losses because of the CLIENT's actions, then the INVESTMENT INTERMEDIARY shall be entitled to lay a claim to compensation from the CLIENT to the amount of all damages suffered and benefits missed. In these cases the INVESTMENT INTERMEDIARY shall be entitled to terminate for a certain period of time or finally the rights of the CLIENT to access to COBOS (respectively this contract).

24. The CLIENT may not have claims for damages and benefits missed with regard to the time period between entering and confirming the orders.

25. To change in the circumstances identifying the CLIENT, during the validity period of the present contract, the CLIENT undertakes to present to the INVESTMENT INTERMEDIARY the respective certifying documents within 7 days period from the occurrence of the change. In case of CLIENT's failure to fulfill this obligation, all communications sent by the INVESTMENT INTERMEDIARY shall be deemed received when sent to the latest address indicated.

26. When the parties are not able to solve voluntarily arguments related to the present contract, they shall be referred to the respective Court.

The present contract was elaborated and signed in two identical original copies – one for each of the parties.

The knowledge and experience in respect of the service granted are (to be filled in by the Client):

My knowledge in the sphere of and the services via COBOS are:  basic  good  very good  no knowledge

I am experienced in the investments in:  shares  Government Treasury Bonds  Corporate or municipality

Bonds  currency  \_\_\_\_\_

On the basis of the information on the CLIENT presented as enclosure to the contract, the INVESTMENT INTERMEDIARY assesses that (to be filled in by an employee of the INVESTMENT INTERMEDIARY):

(x) the service, subject matter of the contract, is suitable for the CLIENT;

(...)the service, subject matter of the contract, is not suitable for the CLIENT;



(...) the information presented is not sufficient and the INVESTMENT INTERMEDIARY cannot assess whether the service, subject matter of the contract, is suitable for the CLIENT or not. In this case the INVESTMENT INTERMEDIARY will execute orders placed exclusively on initiative of the CLIENT and only under concrete parameters given by the CLIENT, without making an assessment.

INVESTMENT INTERMEDIARY VANCHEV FINANCE LTD: .....

CLIENT:

.....

I declare that the Client has signed the contract in my presence, after a due check of his/her identity.

: .....

(Person under to art. 39, par. 1, item 2 of Ordinance No. 38)

DOCUMENT UNDER TO ART. 24, PAR. 3 of Ordinance No. 38

The undersigned ....., in my capacity of a person from the Internal Audit Department of INVESTMENT INTERMEDIARY VANCHEV FINANCE LTD headquartered in city of Varna and on the grounds of art. 24, par. 3 of Ordinance No. 38, certify hereby that I have checked Contract No. 900400..... dated ..... with subject matter an access to Client Order-Book Online System – COBOS and the declaration under to art. 24, par. 2 of Ordinance N 38 enclosed.

To the check-up I have ascertained that the contract, as well as the declaration conforms to the requirements of the Financial Instruments Markets Law, the acts for its enforcement and the internal acts of INVESTMENT INTERMEDIARY VANCHEV FINANCE LTD.

Date: .....

For INVESTMENT INTERMEDIARY VANCHEV FINANCE LTD

.....

(Internal Auditor)

city of Varna



## DECLARATION

The undersigned ....., Personal ID No. ...., identity card №  
....., issued on ..... by Ministry of Internal Affairs-....., address:  
.....

### I DO HEREBY DECLARE

That I have a contract concluded with INVESTMENT INTERMEDIARY Varchev Finance for investment intermediation to trade with financial instruments via COBOS and that the stipulations of art. 4, par. 3 of the Rules for registration and access to COBOS are fulfilled.

Date: .....

DECLARER: \_\_\_\_\_

/ ..... /



DECLARATION

under art. 5, par. 1, item 2  
of the Rules for registration and access to “COBOS-CLIENT PORTFOLIO”

The undersigned ....., Personal ID No. ...., holder of identity card №  
....., issued on ..... by Ministry of Internal Affairs-....., address:  
.....

I, The undersigned ....., client of VARCHEV FINANCE LTD, with client’s number at the Central Depository 900400....., do hereby declare the following:

I agree to receive information on my current portfolio of financial instruments and money from my investment INVESTMENT INTERMEDIARY – subscriber;

I agree this information to be accessible for my investment INVESTMENT INTERMEDIARY and administrator in COBOS, for employees of the investment INVESTMENT INTERMEDIARY – subscriber, as well as for the exchange.

Date: 19.12.2007

DECLARER: \_\_\_\_\_

/ ..... /



DECLARATION

The undersigned ....., Personal ID No. ...., holder of identity card №  
....., issued on ..... by Ministry of Internal Affairs-....., address:  
.....

I DO HEREBY DECLARE

I agree the data presented by me, personal or other persons', to be kept and processed in the registers and archives of INVESTMENT INTERMEDIARY VARCHEV FINANCE LTD. under observation of the Personal Data Protection Law.

Date: .....  
City of Varna

DECLARER: \_\_\_\_\_

/ ..... /