

# **TERMS AND CONDITIONS**

**TeleTrade - DJ International Consulting Ltd**

**January 2018**

## Introduction

TeleTrade-DJ International Consulting Ltd (hereinafter called “Company”) is an Investment Firm regulated by the Cyprus Securities and Exchange Commission with license №158/11 and operates under Markets in Financial Instruments Directive (MiFID).

The Terms and Conditions determine the rules of margin trading and all actions regarding the execution of Client’s Orders. According to these Terms and Conditions the Company performs:

- client authorization (identification);
- reception and execution of orders;
- recording of current transactions/orders on the Clients account.

The main purpose of these Terms and Conditions is to prevent any disputes between the Client and the Company with regards to operations of the Client’s trading accounts.

## Acknowledgement

The Client acknowledges that he/she read, understood and accepted these Terms and Conditions in addition to any information contained within the Company’s website including but not limited to the "Legal Documentation" available online.

## General terms of Client’s order execution

The procedure for handling the Client’s Order instructions:

- the Client sends the instruction through the Client Terminal;
- the Client Terminal sends the instruction to the server;
- the instruction is verified for validity with respect to the Company’s trading conditions;
- the instruction is verified for sufficiency of funds in the Client’s account;
- the valid/verified Client’s instruction is placed in the queue;
- the server receives the result of the execution process;
- the server sends the execution information to the Client Terminal;
- the execution information is exposed to the Client.

The Client accepts that the Company bears no responsibility for any instructions that may be misinterpreted due to a technical or other error. The Client accepts that once the Company receives an instruction it cannot be cancelled or deleted, except where the Company agrees to such cancelation or deletion. The Client also accepts that the Order will be deemed executed only after all required verifications are completed, and the execution is logged in the Trading Server’s record.

All Client Orders are processed in a general queue, generally on a first-in first-out basis. However, depending on the time required to process a Client’s Order, it may be possible that the sequence of Orders is reversed, so that an Order submitted earlier will have been logged as executed at a later time compared to the next Order in the queue. The Client accepts that the time of processing and

execution of Market and Pending orders will depend on the length of the order queue in the Company's Trading Server, and thus cannot be guaranteed by the Company.

### **Margin trading**

The Company provides leverage to the Client. Leverage depends on the maximum leverage of the Account that is selected by the Client during the account opening, and also on the specific financial instrument parameters that are specified in the section "Trading Conditions" on the Company's website. The Client understands that for certain groups of financial instruments, margin requirements will be enforced by the Company at the same level regardless of the maximum leverage of the Account selected by the Client.

In order to open a position the client is required to deposit funds ("Initial Margin"). Information about the amount of the Initial Margin for each instrument can be found on the Company's website. Initial Margin is blocked in the Client's account at the moment of opening a position, Margin requirements for opening of the new positions, as well as for maintenance of the existing positions, will also depend on the Client's total positions in the group of financial instruments. The Company will publish on its website the exact position volume thresholds, for every applicable group of instruments, where different margin requirements could be applied.

Free margin can be withdrawn by the Client at any time or it can be used to open new positions. While the Client is holding open Positions, the size of an Equity can decrease or increase because of the relevant market price movements. Thus, the Company requires that the Equity shall not be less than the Stop Out level. The amount of the stop out level shall depend on the client's account type and may be found by the client at the website <http://www.teletrade.eu/>.

The Required Margin cannot be withdrawn from the Client's Account or used to increase the total Open Position.

If the Equity falls below the Stop Out level, the Company has the right to completely or partially close one or several of the Client's Open Positions without giving any prior notice to the Client. The forced Close of the Position depends on the possibility to efficiently execute position at the Market Price and it doesn't depend on the amount of profits/losses of such Open Position or any other factors. A Forced Close will be executed in the general queue of orders in the Company's Trading Server, at a price available at the exact time of execution, which may be different from the price that triggered the Stop Out.

The Client accepts that the Company is not responsible for any losses resulting from the exercise of Stop Out due to lack of margin in the Client Account resulting from, inter alia, any delays in the crediting of Client's inbound deposits. The Client accepts that it is his sole responsibility to monitor the level of margin in their accounts, and to pre-empt Stop Outs by depositing, in good time, additional funds as required to maintain open positions, or proactively manage open positions in a way that leaves sufficient margin in the accounts. The Company will notify the Client in advance about potentially insufficient margin in their accounts by issuing a Margin Call. The level at which a Margin Call shall be triggered is specified on the Company's website. If, in case of a Forced Close, the amount of funds in the Client's trading account becomes negative, the Client, depending on his Categorization, may be entitled to be paid compensation to his trading account that would offset the account balance to zero ("Zero Balance Protection").

The Company has a right to change both the maximum level of leverage available to the Client, and margin requirements for specific financial instruments at its own discretion, without the Client's consent.

## Quotations

The Company will provide to the Clients real time Quotes reflecting financial instrument prices and liquidity levels available on the markets in respective instruments, including those of the execution venues and liquidity providers. A Quote provided to the Client by the Company may differ from quotes provided to the Client by other parties or sources. The Client accepts that the Company will not be bound by, or obliged to act based on quotes provided to the Client by any third parties.

The Company has the right to suspend the provision of Quotes in case of lack of liquidity in a respective financial instrument, or technical deficiencies, delays or other circumstances that prevent the timely delivery and updating of Quotes to the Client, or in cases of Manifest Error in the Quotes.

The Client understands that the Spread provided by the Company is not fixed, and depends on market conditions and thus may be outside the Company's control. Information about Spreads that is published in the Company's website is based on historical data and thus is purely informational, and cannot be construed as a guarantee of the same or similar levels of Spread to be provided to the Client in the future.

In cases when the Company can no longer provide Quotes for a certain financial instrument, the Company will have the right to put such instrument into the close-only mode, or close all positions in such instruments at the last available market prices.

## Order types

The Market order is the order given to the Dealer to buy or sell a certain amount of lots, specified by the Client at the current Market price.

The Pending order is the order given to the Dealer to buy or sell a certain amount of lots in the future, when and if the Market price will reach the price specified in the Order.

Any of these types of Orders (Market or Pending Order) shall always be the Order to buy or sell Instrument. Buy shall always be executed at the Ask price, and sell at the Bid price according to the current Market price. All orders, regardless of their type, are accepted only during the company's working hours. Orders are executed only during the trade session of any particular market. Please refer to the section "Trading Conditions" on the Company's website.

In case of quotes flow failure due to technical reasons the Company will have the right to revoke any results achieved under any kind of orders during quotes failure. The Company will not refund any profits obtained in such situations. Any reference to any other source of quotes other than the Company's Trading Server will not be taken into consideration.

## Market Orders

Market Orders may be carried out either by “Instant Execution” or by “Market Execution” according to the account type chosen by the Client.

According to the “**Instant Execution**” method the Client immediately sends the instruction either to open the Position in accordance with the specified particular Instrument and amount by pressing the (Buy/Sell) button of Trading Terminal or to Close the whole or a part of the Position by pressing the (Close ...) button at the price specified in the Market Order Window.

As provided by the “At Request” Market Order the Client specifies a number of lots and the Instrument under which the Order shall be executed. Upon the receipt of the Client's Market Order, search of opportunity will start with the declared Instrument in accordance with the specified amount. Once the Market price is obtained – Bid and Ask will be exposed to the Client on the Company's terminal. In general, the quotation of the Market price takes a few seconds. The Company makes the best efforts to speed up the process of the quotation.

The Company undertakes to make an effort to maintain its servers and terminals. However, the Client understands that there is no software which can be absolutely reliable. In case it is impossible to send the order through the terminal, it is recommended for the Client to use telephone services (cl. 6 of this Terms and Conditions). The Client acknowledges that obtaining of the Market price at the real market can take some time, depending on the volatility, current size of transactions, total number of orders in queue for execution at any given moment.

As a result of the Extreme Market Situation, there can be delays of different duration. The Company undertakes to make the best efforts to minimize such delays. However, it is not possible to completely avoid them under the conditions of the real market.

Bid and Ask prices quoted to the Client are valid for no more than 5 seconds. After that period of time the application is regarded as cancelled unless the client has confirmed the Order. If the client has confirmed the Order, the buy/sell operation is carried out at the price, confirmed by the client. Hereby the Order is executed at the “Market Price”.

If the Client has received Bid/Ask prices at request, pressed the Transaction (buy/sell) button or if the Client has every ground to think that he has pressed the confirmation button, but there are no applicable changes in the terminal, the Client is bound to contact the Company in order to find out the case.

In case the price has changed during the time of order processing, the Company has the right to offer a new price (re-quote) to the client, which the client may agree with or decline.

According to the “**Market Execution**” method, the Client sends the instruction either to open the Position in accordance with the specified particular Instrument and amount by pressing the (Buy/Sell) button of Trading Terminal or to Close the whole or a part of the Position by pressing the (Close ...) button. The Client's order to open a position with “Market Execution” technology may be executed at a different price to the quoted price specified in the Client's Market Order Window. There will be no re-quotes under this method.

In all cases (both kinds of execution method) of absence of the required liquidity the Client's order may be declined or the execution time may be increased.

## Pending orders

In order to place the Pending Order, the Client specifies the Instrument, a number of lots, a type of the Order and the price, the level of which assigns the start of the execution of the Order. The client bears full responsibility for accuracy of the transferred information indicated in the Order.

Pending orders, may be placed not closer than Limit or Stop Order Level from the current Market price. In exceptional cases, such as the Extreme Market Situation, deviation from this rule can take place. In such cases Pending orders shall be placed at the best possible price at the market suitable for the Client Pending orders are GTC (Good Till Cancelled) orders, until they are cancelled by the Client, or not executed, or removed due to insufficient margin. Pending orders presented for execution, but not complied with the margin requirements, shall be cancelled immediately without the Client's consent.

For "Instant Execution" technology any Pending orders may be cancelled or changed by the Client during the Company's operational hours if the price specified in the order differs from the current Market price for not less than 10 points (order freeze level). For "Market Execution" technology any Pending orders may be cancelled or changed by the Client during the Company's operational hours in case the Pending order was not yet passed for execution (activation) – there is no order freeze level.

Any change is equated to a new market order and carried out according to the rules described above.

In case if an order is placed incorrectly the notice "Invalid Price" will be exposed to the Client.

According to the Terminal Manual:

**Buy Limit** – buy provided the future "ASK" price is equal to the pre-defined value. The current price level is higher than the value of the placed order. Orders of this type are usually placed in anticipation of that the security price, having fallen to a certain level, will increase;

**Buy Stop** – buy provided the future "ASK" price is equal to the pre-defined value. The current price level is lower than the value of the placed order. Orders of this type are usually placed in anticipation of that the security price, having reached a certain level, will keep on increasing;

**Sell Limit** – sell provided the future "BID" price is equal to the pre-defined value. The current price level is lower than the value of the placed order. Orders of this type are usually placed in anticipation of that the security price, having increased to a certain level, will fall;

**Sell Stop** – sell provided the future "BID" price is equal to the pre-defined value. The current price level is higher than the value of the placed order. Orders of this type are usually placed in anticipation of that the security price, having reached a certain level, will keep on falling;

**Buy Stop Limit** – this type is the combination of the two first types being a stop order for placing Buy Limit. As soon as the future Ask price reaches the value indicated in the order, a Buy Limit order will be placed at the level, specified in the order. The current price is lower than that, reaching which the pending order will be placed;

**Sell Stop Limit** – this type is a stop order for placing Sell Limit. As soon as the future Bid price reaches the value indicated in the order, a Sell Limit order will be placed at the level, specified in the order. The current price is higher than that, reaching which the pending order will be placed. The pending order price is higher than the price of its placing.

The Pending orders to Close any position always are adhered to the position or the Pending order. All the Pending orders to Close at once also are cancelled without the Client's consent if and as soon as the corresponding Position has been closed, or the corresponding Pending Order has been canceled.

### **Stop Loss**

This order is used for minimizing of losses if the security price has started to move in an unprofitable direction. If the security price reaches this level, the position will be closed automatically. Such orders are always connected to an open position or a pending order. The brokerage company can place them only together with a market or a pending order. Terminal checks long positions with BID price for meeting of this order provisions, and it does with ASK price for short positions.

To automate Stop Loss order following the price, one can use Trailing Stop.

### **Take Profit**

Take Profit order is intended for gaining the profit when the security price has reached a certain level. Execution of this order results in closing of the position. It is always connected to an open position or a pending order. The order can be requested only together with a market or a pending order. Terminal checks long positions with BID price for meeting of this order provisions, and it does with ASK price for short positions.

Execution of any Pending order is carried out when (and if) the market price is equal to or crosses the price specified in the Order.

Pending Orders are sent for execution only after they have been triggered, i.e. the conditions specified by the Client for the activation of the order have been detected in the market by the Company. A trading transaction resulting from a pending order is only deemed executed after the Company has been able to verify and confirm that all conditions specified for the order by the Client do hold.

All Pending Orders are executed in the common order queue in the Company's Trading Server, at the prices available at the moment of the order's execution. The Client accepts that the price at which a Pending Order is executed may be different from the activation price specified by the Client, and the difference may be both to the Client's benefit or loss.

The Client may submit an instruction to place, amend or cancel a Pending Order only during the active trading hours for the relevant financial instrument. Such instruction may be declined by the Company if at the moment of submission:

- the respective trading position has been closed already or is in the process of being closed;
- the respective Pending Order is being processed;
- the respective Pending Order has already been cancelled;

Processing and execution of Pending Orders only takes place during trading hours of the respective financial instruments.

## Execution of Pending Orders to Open a Position

Once activation conditions specified by the Client for a Pending Order are triggered, the Order will be processed in the following steps:

- a) a new position is provisionally opened in the Client's account;
- b) margin requirements are calculated with respect to the total open positions in the Client's account, including the provisionally opened position;
- c) the resulting free margin is determined;
- d) if the resulting free margin exceeds zero, the provisionally opened new position is confirmed;
- e) if the resulting free margin is below zero, the Company will have the right to cancel the provisionally opened new position and delete the respective Pending Order

## Execution of Take Profit and Stop Loss Orders

In cases where market conditions have resulted in Pending Orders to open and to close the same position being activated simultaneously, such Pending Orders will be executed in the following steps:

- a) the Pending Order to open a position will be executed as described above;
- b) upon execution of the Pending Order to open a position, if current market conditions satisfy the conditions of the Pending Order to close the same position, then the latter Order will be processed;
- c) if current market conditions no longer satisfy the conditions of the Pending Order to close the same position, then the latter Order will be removed from the queue and will not be executed.

## Validity of Orders

For financial instruments that are quoted 24 hours a day, all pending orders will have GTC («Good Till Cancelled») status and will be accepted for indefinite periods of time. The Client can limit the validity term of such orders by indicating the desired «Expiry» date and time for the order.

For financial instruments that are not quoted 24 hours, but instead have limited trading sessions, the Company will have the right to cancel pending orders that have not been activated by the end of the trading session.



The Company will have the right to delete any pending orders that have been cancelled by either the Client or the Company from the Client's Account history, after a one month term lapses since the cancellation date.

The Company will have the right to cancel a Client's pending orders in case the balance of the Client's account doesn't allow for the required margin for the execution of such order at the current price level to be maintained.

### **Accuracy of execution**

In cases of Instant Execution technology, pending orders are executed at the price specified in the order.

Any change in the Indicative Price (in case it differs from the Market price) means that Pending Order execution cannot be initiated.

In cases of Market Execution technology, pending orders are executed at the market price available at the moment of Order Execution. If the specified order price is not available on the market the order will be executed at the next best available price.

During the Extreme Market Situation the quotation becomes complicated due to the significant price change and in the some (exclusively seldom) cases in general becomes impossible for several minutes. In this case, once there is any availability to obtain the Market price, the Order shall be executed at such price. The given price can differ from the one originally placed in the order.

During the market closing (a break "for the night" on a session markets and in the round-the-clock markets – in the days off) execution of Pending orders is not possible.

A Pending Order that is an open order at the close of the trading session shall remain valid also in the next session.

### **Refusal to execute orders**

The company reserves the right to refuse the execution of an instruction for trading financial instruments if the Company has reasonable grounds to believe that the execution of the Client's order may:

- affect the orderly function of the market;
- contributes to the laundering of illegal funds;
- affect in any manner the orderly function of the Trading Terminal.
- Contributes to market manipulation, fraudulent activity, voluntary or involuntary engagement by the client in arbitrage not related to market inefficiencies, including but not limited to latency and SWAP arbitrage

The Client also accepts that the Company has the right to refuse the execution of an Order (including a Pending Order) in cases where:

- it has reasonable grounds to believe that the Quote applicable to the Order doesn't reflect actual market conditions due to any reason; Free Margin in the Client's account is not sufficient to open the position as per the Order;
- the Order is submitted at a non-market price;
- the Order is submitted during the clearing period of 00:00 till 00:05 AM (Trading Server time zone);
- the Order is submitted at the time of an Extreme Market Situation
- there is a technical failure resulting in the Trading Platform's temporary inability to process Orders;
- the Order is rejected by the Execution Venue where it has been sent for execution;
- the number of Client's Open Positions is in excess of the maximum limit of positions for the Trading Server;
- a Stop Loss Order has been submitted at the Order's opening price.

The Client accepts that the Company has the right to refuse the execution of an Order in the cases described herein above.

## Submitting Orders by the phone

Order can be submitted via telephone services provided for this purpose. The Client should undergo an authorization procedure. The Account number (which has the same number as the contract) and the login (login into trading terminal) are required for this purpose. After authorization is confirmed the Client can submit Orders, change and delete Orders etc. The Sample of telephone transaction between the Client and the dealing desk of the Company is presented on the following pages.

### Sample of telephone transaction

#### Authorization (Account number and login)

#### Order (opening position) <Instrument> <Volume>

<b>Client</b>	<b>Dealing Desk</b>
1. EUR/USD, 1 lot	1. 1.2975/ 80
2. Buy	2. EUR/USD, 1 lot, buy 1.2980, ok?
3. Ok	3. Position 234564

#### Order (position closing) <Number> <Instrument> <Volume>

<b>Client</b>	<b>Dealing Desk</b>
1. Position 234564, EUR/USD, 1 lot	1. 1.2990
2. Close	2. Position 234564, EUR/USD, 1 lot, close 1.2990, ok?
3. Ok	3. Closed

### Pending Order

<type of order> <instrument>< volume> <bid/offer> <price>

#### Client

1. receive please, buy stop EUR/USD, 1 lot for 1.2975
2. Ok

#### Dealing Desk

1. buy stop, EUR/USD 1 lot for 1.2975. ok?
2. Order 274421

### Pending order change or deletion

order <order number > change price on <price> or order <order number > cancel

#### Client

1. order 274421 buy stop 1 lot, price 1,2975 change open price on 1,2965
2. Ok

#### Dealing Desk

1. order 274421 buy stop EUR/USD, 1 lot, change open price on 1,2965. Ok?
2. Changed

The client is responsible for the accuracy of the transmitted instructions through telephone service. All instructions sent by phone have the same force as the Orders transmitted through the trading Terminal by means of the Internet and are carried out by the same rules.

## Authorization (identification)/recording

The Client shall use the login and passwords (Trader and Investor password) which the Client creates after the registration of the Trading account, before the funds are deposited. The Company doesn't store Client's passwords, and therefore doesn't control their integrity and security. The Client is therefore fully, entirely and unconditionally responsible for the security of his/her passwords. The Company is not liable for the unauthorized withdrawal of funds from the Trading Account and/or unauthorized Trading Operations. To authorize by telephone the Client uses their login or account number. In case a Client passes their identification information (account number, passwords, login, etc.) to a third person, the responsibility for transaction execution on behalf of the Client and also all financial results of those Transactions shall be assumed by the Client.

The Trading Terminal provides the recording mechanism of the Client and the Company's actions („Journal“ tab in the Trading Terminal). During the telecommunication process the negotiations between the Client and the operator are saved on the magnetic carrier. The given recording mechanism gives an opportunity to solve disputes in case of their occurrence.

## Recovery of Passwords

Since the Company doesn't store Client passwords for security reasons, the Client can recover forgotten Trader and Investor passwords only by means of resetting them and creating new ones. The Client can reset their passwords in their Client Login, by filing a ticket to the Company

requesting new passwords, in which case temporary new passwords will be generated by the Company and submitted to the Client's email address held on file with the Company. Upon receipt of the newly generated passwords from the Company, the Client is obliged to immediately change both the Trader and Investor passwords. The Client accepts that in case he or she did not change the temporary Trader password and the Investor password immediately after receipt from the Company, they will be responsible for the consequences of any potential exposure of the temporary passwords to third parties resulting, inter alia, from potential unauthorized access to the Client's email account.

Clients may also opt, when opening an account, to enable a quick password recovery procedure for that specific account. For those accounts where quick the recovery option has been enabled, the Client will be able to reset passwords directly from their Client Login page, additionally confirming the action via an SMS code sent by the Company to the Client's registered phone number. The functionality for quick recovery of passwords can be enabled only once for each of the accounts, and if it is disabled by the Client further on, it cannot be re-enabled in the future.

## Split

In case of the Open Position under the CFD-contract on shares, with the split made on the Client account the changes pass automatically to the terminal.

For example: the client buys AAA shares:

16.10.2004 – 1000 AAA shares were bought at 75.02.

23.10.2004 – split procedure with coefficient 1.70. The latest quote on 23.10.2004 – 76.07. After the split: 16.10.2004 1700 shares of 44.13.  $75.02/1.70=44.13$  and  $1000*1.70 = 1700$  are bought. Thus, the amount of the margin does not change as well as the amount of the Equity and the income from the Transaction.

While Split there can be situations (as in the example) in which Open Position size won't be multiplied to one lot.

Such Position is served according to the Terms and Conditions, but can be closed only so that the Closed part of the Position was not less than one lot and (simultaneously) the remained part was multiplied to one lot. If it is not possible, the Position can be closed only entirely.

## Futures

While trading CFD on futures contracts you should remember that futures have their expiry dates. Trading is possible only with the nearest term futures contracts. At the expiry of the contract, all open positions in CFD on futures, if not been closed by the Client before, go to the next term of the contract. Trading with CFD on futures contracts goes according to the rules described above.

## Open position overnight rollover to the next day

In case the Client has left Open Position overnight to the next trading day on any currency pair or other financial instrument, overnight swap will be charged or added from/to trading Account after trading session closing. Size of swaps is set according to Trading conditions.

In case the Client has left Open Position overnight to the next trading day on stocks or futures commission fee or dividend adjustment will be charged or added from/to trading Account after CFD session closing. Size of commission fee or dividend adjustment is set according to the Trading conditions.

## **Accounting and Settlement**

The Company will keep accounts of the mutual financial liabilities of the Company and the Client arising from the Client's use of the Company's services under the Operative Agreement, and based on the open positions of the Client and balances of their funds with the Company. The Company's financial liability to the Client is the balance of own funds in the Client's trading accounts and any unrealized gains on the Client's open positions. The Client's financial liability to the Company is any unrealized loss on the Client's open positions.

In cases where, due to technical or infrastructural failures, or any other unforeseen circumstances or force majeure events that resulted in the Company not being able to precisely determine the amount of unrealized profits and losses on the Client's open positions, the settlement of mutual financial liabilities between the Company and the Client is exercised on the basis of the amount of own funds in the Client's accounts, and unrealized profits and losses as of the last trading day close (23:59:59 Trading Server time zone).

Trading profits or losses on a trade are posted in the Client's account at the moment of closing of the respective positions. Commissions on transactions are charged both on the opening and the closing of the respective trades. Swap charges are applied at the moment of closing of the positions carried over from the previous trading day. Charges and commissions related to ancillary investment services and other services provided to the Client under the Operative Agreement are charged as per specific terms and conditions governing such services.

## **Inactive/ archived Accounts**

The client acknowledges and confirms that any trading account(s) held with the Company that are inactive for more than 90 consecutive calendar days are to be considered inactive accounts.

Inactivity means that the client has not completed the trader identification process through the trading terminal by successfully using a login and password.

The client acknowledges and confirms that any inactive account(s) will be subject to archiving which means that no trading terminal authorization, trading or balance viewing operations will be available to the client.

Once an Account is deemed inactive and is archived, any available trading benefits shall be removed from the account.

Reactivation of inactive or archived account(s) is not possible. If there was a positive balance on the trading account before it was archived, the Client should open a new trading account in their Client Login and submit an instruction to transfer funds to the new account through the Questions section in their Client Login.

## Changes

The Company has the right to amend/change these Terms and Conditions at any given moment without any prior notice. The Client is advised to visit the Company's website on a regular basis and monitor possible amendments to any of the Regulating Documents.

## Disputes

In cases where the Client believes that the Company's actions or failures to act resulted in a violation of any provision of the Operative Agreement, the Client will communicate their concerns to the Company, and the Company will undertake to fairly assess such concerns and provide a substantiated response.

To initiate a dispute, the Client will file to the Company a ticket from their Client Login page, under the topic that most closely relates to the nature of the Client's situation. The Client accepts that the Company will not be able to respond to disputes initiated by the Client by use of any third party resources (such as web-forums, boards etc), social media, by phone or fax, or via third parties that have not been properly authorized by the Client for legal representation.

The Company will aim to resolve all disputes according to the Operative Agreement, and in case of situations not specifically covered by the Operative Agreement, according to the commonly accepted market practices, applicable laws and regulations, and principles of general ethics encompassing truthfulness, honesty, integrity, respect for the Client, fairness, and justice.

Irrespective of the above, the Company will not accept any responsibility for any failures of the Client to act in observance of their own interests, and for all and any financial losses or moral damages resulting from the above, including, inter alia, foregone profits.

In cases when the Company erroneously executed a Stop Out in the Client's account, the Company will be obliged to restore all of the Client's positions resulting from such Stop Out. The Client accepts, however, that the Company will not be liable for any losses or foregone profits resulting from subsequent unwinding of such positions at a price different from the price at which they could have been closed should the erroneous Stop Out not have happened. The Client also accepts that in resolving disputes arising from erroneous Stop Outs, the Company will have a right to execute Stop Loss or Take Profit orders in the same chronological sequence, in which they would have been triggered should the erroneous Stop Out not have happened.

In cases when, due to the Company's omission, a Client's Stop Loss or Take Profit order have not been executed despite all relevant conditions having been satisfied for the execution of such order, the Company will close the position, once the omission has been discovered, either by the Company on its own, or during the investigation into the Client's dispute, at the current market

price and will adjust the Client's balance for the difference in the position's value between the price at which the position should have been closed, and the actual closing price.

## Complaint Procedure

In case the Client believes that the dispute initiated by him has not been resolved by the Company fairly, he can file a complaint. A complaint, being an expression of dissatisfaction about the financial services activity provided to the clients by the Company, is to be notified by the client to the Company by one of the following means of communication:

- Client Login;
- e-mail address: [complaints@teletrade.eu](mailto:complaints@teletrade.eu);
- fax +357 22 51 44 42;
- mail at the Company address: 5 Esperidon, 4th floor, 2001, Nicosia, Cyprus.

## Glossary

**Ask** – the price for buying a specific financial instrument.

**Bid** – the price for selling a specific financial instrument.

**Balance** – the value of the Client's account without Open positions.

**Equity** – all funds of the Trading Account which includes current P/L on all opened positions calculated at current market prices.

**Closed Position** – exposures in Foreign Currencies that no longer exist. The process to close a position is to sell or buy a certain amount of currency to offset an equal amount of the open position.

**Order** – an instruction to execute a trade at specified quote.

**Indicative prices (quote)** – the prices, delivered to the Client through the terminal or by telephone to inform a Client on a current market condition. Indicative prices are the prices on which transactions have already been lead by market participants and also the prices declared by such participants. It is important not to confuse them with the Market price. Change of the price (in case if it does not coincide with the Market price) cannot initiate Pending orders execution.

**Instant Execution** – executing Market orders without initial request for quotes by direct Client's instruction to Buy/Sell instrument at the price specified in the Market Order Window.

**Instrument** – currency pairs, CFD–contracts or other assets.

**Client** – a person who has entered into an agreement with the Company for services needed to trade financial instruments.

**Company** - TeleTrade-DJ International Consulting Ltd.

**Client Login** - web-interface allowing to use services provided by TeleTrade-DJ International Consulting Ltd., as well as a source of information. A Client Login contains personal confidential information that is available only for individual user and protected by authentication settings (login and password). Client Login is located at: <https://my.teletrade.eu> as well as accessed through website of TeleTrade-DJ International Consulting Ltd.

**Lot** – means standard amount of Instrument which can be purchased/sold according to instructions.

**Margin/marginal requirements** – the required equity that an investor must deposit to collateralize a position.

**Initial Margin** – the minimum funds required to open Position.

**Required Margin** – funds required to maintain the total Open Position.

**Unable to quote** – please try later – a terminal window message telling Client’s order was rejected. The order can be rejected in case of it’s submission without carrying out of transactions.

**Open Position** – means aggregate risk disclosure, arising from purchase or sell of lots in accordance with Client’s instructions pending for subsequent counter-transaction to close/settle such market trades/disclosures. An active trade with corresponding unrealized P&L which has not been offset by an equal and opposite deal.

**Pending order** – an order which will be executed in the future and it is possible there will be a difference between the current price and the execution price in the future.

**Leverage** – ratio of the value of transaction and Initial Margin required for the transaction.

**Margin Call** – a request from a broker or dealer for additional funds or other collateral to guarantee performance on a position that has moved against the customer.

**Market Execution** – - Order technology used for executing market orders depending on the depth of the market. Under Market Execution there are no re-quotes and the order is executed at the best available price on the market at the time of execution.

**Slippage** – difference between the executed price of the Pending Order and placed price by the Client.

**Re-quote** - This occurs when the price requested by a Client is not available for execution of an order and the Company re-quotes the current available price to the Client for execution. The Client must explicitly agree to accept the re-quoted price, prior to execution. Re-quotes are the result of choosing Instant Execution.

**Terms and Conditions** – given rules.

**Market price** – the price at which the Company may execute the Client’s Order to buy or sell an Instrument at the certain moment.



**Pips** – the smallest price change of any foreign currency.

**Free Margin/Available Funds** – means any cash in the Account which is not used in the Open Positions. It means the Initial Margin minus Margin (required Margin to open a Position).

**Trading operation** – operation of purchase or sale performed by a Client.

**System time** – time in a trading terminal.

**Spread** – the difference between the bid and ask prices. It can change depending on the market situation and is determined by the Company

**Stop out level** - the point at which all active positions may be closed automatically due to a reduction in the client's margin to levels that can no longer sustain the open position.

**Floating Spread** – the spread that is variable throughout the day, depending on market volatility and available liquidity. It may be narrow, however during high volatility it may widen considerably.

**Trading Account** – Client's account for marginal trading.

**Terminal** – a program, trading terminal provided by the Company. The terminal is used by the Client for placing Orders with the purpose of fulfillment of Transactions, for the analysis of the market situation, and also for recording operations.

**Price Changed** – a message in the terminal window telling the operation can be executed in view of Market conditions. Such situation takes place very seldom for example when there is an extreme situation on the market.

**Extreme market situation** – a certain trading situation in which it is impossible to execute orders. The reason can be low volume of transactions at the market, low liquidity, central bank intervention, the publication of important news and other events that lead to the absence of market prices for a certain period of time or to very rapid price changes.

## FAQ's

All questions regarding the Terms and Conditions shall be addressed to the Customer Support Department.

Customer Support Department

Email: [support@teletrade.eu](mailto:support@teletrade.eu)

Phone: +357 22 51 44 42

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