



TRADING POINT ASSET MANAGEMENT LIMITED

COMPLAINT HANDLING PROCEDURES

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COMPLAINT HANDLING PROCEDURES

1. COMPLAINTS

- 1.1. At Trading Point Asset Management Ltd, we aim to provide prompt, courteous, helpful, open and informative advice in response to every approach made by a member of public. We are always keen to hear the views of our customers, particularly the general public, about our performance generally - what we do right and what we do wrong.
- 1.2. We recognise that, as in all organisations, from time to time things can go wrong and we may not provide the standard of service that we have set ourselves. We are especially keen to hear about such instances, since they provide us with an opportunity to put things right and to learn from our mistakes.
- 1.3. Accordingly, as part of our commitment to providing the best possible service to our clients, we uphold effective and transparent procedures for prompt complaint handling for existing and potential clients, we maintain records of complaints and measures taken for complaint resolution, in line with Applicable Laws, Rules and/or Regulations and we are pleased to operate in accordance with the complaint management procedures of the Cyprus Securities and Exchange Commission ("**CySEC**").
- 1.4. We will attempt to deal with your complaint in a prompt and efficient manner. We will follow the procedures outlined below to ensure that your complaint is resolved within a period of thirty (30) Business Days (where possible). Some complaints can be resolved more quickly depending on the facts and the nature of the complaint. If the complaint is more complex and takes longer than thirty (30) Business Days to resolve, we will communicate the reasons for the delay.

2. TYPES OF COMPLAINT HANDLED

- 2.1. In line with the foregoing, we will investigate any written expression of dissatisfaction you have against our Company relating to the investment and/or ancillary services provided by our Company in accordance with the Complaints Handling Procedures set forth herein. The aforesaid reasons for dissatisfaction may include, but not be limited to, the following:

2.1.1. a perceived injustice because of an alleged maladministration on our part, pertaining to:

- i. your Account(s) with us and/or the Transactions and/or Contracts carried out and/or reflected therein;
- ii. your rights under these '**Terms and Conditions**', our '**Client Categorization Policy**', our '**Order Execution Policy**', our '**Conflicts of Interest Policy**', and the '**Investor Compensation Fund Protection Scheme**', as set forth in the Appendices attached to the Terms and Conditions.

2.1.2. a denial of a request for information regarding your Account and/or the Transactions and/or Contracts carried out and/or reflected therein; and/or

2.1.3. dissatisfaction with the way in which we respond to an enquiry and/or the time that we took to respond;

3. PROCEDURAL REQUIREMENTS

- 3.1. Any complaint or dispute or difference whatsoever between us, must be dealt with in the Republic of Cyprus, in accordance with the Complaints Handling Procedures set forth herein and you agree that we shall have the right to resolve any complaint or dispute or difference whatsoever between us in accordance with the Complaints Handling Procedures set forth herein.
- 3.2. If the complaint or dispute cannot be resolved internally by us in accordance with our Complaints Handling Procedures set out herein, you may refer the matter to the Approved Dispute Resolution (ADR) scheme set forth in Sections 10 and 11 hereinafter, if you so wish. If you wish to refer your complaint to the '**Financial Ombudsman**' or an **ADR**, please see below the relevant contact details:

Tel: +357 25029900 - Fax: +357 25820344 / Email: tpam@trading-point.com - Web: www.trading-point.com/tpam
Address: 12, Richard & Verengaria Street, Araouzos Castle Court, P.O. Box 50626, 3608 Limassol, Cyprus

Financial Ombudsman of the Republic of Cyprus

Address: 13 Lord Byron Avenue, 1096 Nicosia, Cyprus

Phone: 22848900

Facsimile (Fax): 22660584, 22660118

E-mail: Complaints: complaints@financialombudsman.gov.cy

Financial Ombudsman: fin.ombudsman@financialombudsman.gov.cy

Website: www.financialombudsman.gov.cy

Competition and Consumer Protection Service

Address: 6 Andrea Araouzou, Nicosia, 1421, Cyprus

Phone: 00357 22867153

E-mail: ccps@mcit.gov.cy

Website: <http://www.mcit.gov.cy/ccps>

More information on ADRs and Online Dispute Resolution of complaints (“ODR”) can be found at:
<http://ec.europa.eu/odf>.

4. WHEN TO MAKE A COMPLAINT – TIME RESTRAINTS

- 4.1. Any discrepancies on account statements should be reported to us, in writing, within twenty four (24) hours of its occurrence. Failure to object within the above-mentioned twenty four (24) hour time period may be, at the Company’s reasonable discretion, deemed as a ratification by you of all actions taken by us prior to your receipt of such reports. You agree to immediately call to our attention any oral information that you have reason to believe is inconsistent with your own information. You understand, acknowledge and agree that errors, whether resulting in a profit or loss to you, shall be corrected, and your Account with us will be credited or debited in such manner and extent as to place your Account with us, in the same position in which it would have been had the error not occurred.
- 4.2. All other complaints should be reported to us, in writing, within **three (3) Business Days** from the occurrence of the event that gives rise to your complaint (for the purposes hereof, unless the context requires otherwise, “*Business Days*” are Monday through Friday, excluding bank holidays in Cyprus). Failure to object within the above-mentioned time period of three (3) Business Days from the occurrence of the event that gives rise to your complaint, may be deemed, at the Company’s reasonable discretion, as a ratification by you of all actions undertaken by us prior to making your complaint.
- 4.3. Notwithstanding the above, the Company, as part of its commitment to treat all of its clients fairly, will review and handle a complaint which was submitted outside the timeframes indicated above. However, if your complaint is submitted to us fifteen (15) months from when you became aware, or ought to have been aware, of the issue that gave rise to your complaint, your complaint might not be eligible to be reviewed by the Financial Ombudsman.

5. HOW TO MAKE A FORMAL COMPLAINT

- 5.1. Clients who wish to file a formal complaint can do so, at any time, via e-mail to: complaints@trading-point.com, along with any relevant attachments.
- 5.2. All formal complaints will be handled by the Compliance Officer or, upon his instructions, by a member of the Compliance department, and any action taken shall be in accordance with the procedures described below.
- 5.3. Upon receipt of a complaint we gather and investigate all relevant evidence and information regarding the complaint. The following information and documentation should, wherever possible, be obtained and recorded and provided to the Compliance Officer as part of your formal complaint, in order to ensure that the complaint is expedited in the most efficient and fair manner: (a) Account Number/User ID; (b) Name of client; (c) Contact details for client; (d) Phone; (e) Mobile; (f) e-mail; (g) Address details for client; (h) Details of the complaint (including time and date the matter leading to the complaint occurred, the representative(s) involved in the complaint; (i) Nature of the complaint; (j) Remedies sought; (k) Attach any documentation or other material

that may assist in the resolution of the complaint (including an initial written response to the allegations by the representative(s) involved).

- 5.4. Upon receipt of a formal client complaint, written acknowledgment will be sent to you within five (5) Business Days from the date the complaint was received. This will confirm that we are taking the necessary action needed to resolve the complaint, and will also provide an approximate timescale required in order to do so. You will also be informed of the unique reference number that has been assigned to your complaint.
- 5.5. You should use the said unique reference number in all contact with the Company as well as with the Financial Ombudsman, the ADR and/or CySEC, where applicable.
- 5.6. Our acknowledgment response will contain details of our Complaints Handling Procedure.

6. INITIAL RESPONSE

- 6.1. During the investigation of the complaint and no later than fifteen (15) Business Days after the date of receipt of the formal complaint, we will send you a second email containing a full account of the investigation activities planned, any findings thus far and, if appropriate, any offer of redress (the "**Initial Response**").
- 6.2. This email will again advise you of your rights, who is dealing with your formal complaint (this will normally be the Compliance Officer or a member of the Compliance Department) and how you may contact that person.

7. FURTHER ACKNOWLEDGEMENT

- 7.1. In the situation whereby you respond to the Initial Response then, again, we will acknowledge receipt of your response within five (5) Business Days after the receipt of such response (the "**Acknowledgement of client's Response to the Initial Response**").

8. FINAL RESPONSE

- 8.1. Once we have completed the complaint's investigation, we will write to you again and offer you a summary outcome of our investigation. Where deemed appropriate, it may also include a final offer of redress. Such letters will be marked clearly as the **final response** and will include details on how to contact the Financial Ombudsman or the ADR if the complaint has not been resolved to your satisfaction or, if the offer of redress is considered by you insufficient or inappropriate.
- 8.2. We will attempt to send the Final Response within thirty (30) Business Days from the date of receipt of your formal complaint or ten (10) Business Days after your acceptance or rejection of any offer of redress (where applicable), whichever comes first.
- 8.3. The time limits under clause 8.2 may not always be possible as sometimes the complexity of the complaint may require more time to investigate fully. We will always abide by regulatory guidelines in relation to a complaint and as such, we will always ensure that you are kept informed about your complaint and our activities in response to their complaint and that you are kept updated without any unnecessary delay.

9. HOLDING RESPONSE

- 9.1. If, for whatever reason, we are unable to conclude the investigation and provide a Final Response (see below) to your complaint within the time limits set forth above, then we will issue what is called a "Holding Response".
- 9.2. The purpose of this Holding Response is to inform you of the reasons why we cannot provide a Final Response to your complaint within the time limits set forth above and to provide a further indication of what is happening with your complaint and also to provide an indication of when you can expect to hear from us again.
- 9.3. In the event that you receive a Holding Response, we would invite you to discuss the matter personally with our Managing Director. The purpose of this step is to ensure that you (and your complaint) receive the highest

priority in those situations where the complaint cannot be fully resolved through normal investigatory processes.

10. SUBMISSION OF COMPLAINTS TO THE FINANCIAL OMBUDSMAN

10.1. You can refer your complaint to the 'Financial Ombudsman' if you are dissatisfied with our assessment and ruling, provided that:

- Your complaint / dispute / difference does not relate to an amount exceeding €170.000;
- You first file a formal complaint to the Company within fifteen (15) months from the date that you are aware or ought to be aware that the reason of your complaint has occurred;
- You receive our Final Response within three (3) months from the date we acknowledge receipt of your complaint and it is not to your satisfaction, or from the closing date by which you shall receive our Final Response in the case you do not receive it;
- You submit your complaint to the Financial Ombudsman within four (4) months from the date you receive our Final Response or from the closing date we ought to provide it to you in the case you do not receive our Final Response;
- No judgment has been issued from a Court for the same complaint and no judicial procedure is pending for the examination of the same complaint.

Please ensure that you copy your complaint's unique reference number when you address your formal complaint to the Financial Ombudsman.

11. SUBMISSION OF COMPLAINTS TO AN ALTERNATIVE DISPUTE RESOLUTION ("ADR") ENTITY

11.1. Further to your right mentioned in clause 3.2 above, you may be able to refer your complaint against the Company to an "Alternative Dispute Resolution" ("ADR") entity.

11.2. If you wish to refer your complaint to an ADR entity in Cyprus, please see below the relevant contact details of the ADR which is registered with the respective national authorities.

12. CIVIL ACTION

12.1. In case you are not satisfied with the decision/ruling issued by the Financial Ombudsman or the ADR in relation to your complaint, you may take civil action (i.e. refer to Cypriot Courts).

13. MONITORING OF COMPLAINTS

13.1. We are required by CySEC to keep detailed records on individual complaints. Further to this and as per the CySEC requirements, we maintain an internal register of complaints where all relevant information and progress of each complaint is kept.

13.2. We are required to submit information regarding the complaints we receive from our clients to CySEC on a monthly basis.

13.3. We are required to report to the Senior Management, on at least an annual basis, on the complaints-handling reporting to CySEC, as well as on the remedies undertaken or to be undertaken in relation to any deficiencies and/or weaknesses that may be identified.

13.4. Private information will not be shared with any third parties and we comply with Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on *the protection of individuals with regard to the processing of Personal Data and on the free movement of such data*, as implemented in Cyprus law by Cyprus Law 138(I)2001 on the Processing of Personal Data (Protection of Individuals), as amended by Cyprus Law of 2003 (37(I)2003) on the Processing of Personal Data (Protection of Individuals) (the "**Personal Data Protection Legislation**"), as the same may be in force from time to time and modified or amended from time to time.

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Address: 12, Richard & Verengaria Street, Araouzos Castle Court, P.O. Box 50626, 3608 Limassol, Cyprus

14. OUR RIGHT TO PROCEED WITH THE RECOVERY OF DEBTS

14.1. The above Complaints Handling Procedure does not apply to money that you may owe to us.

14.2. We may initiate legal proceedings against you to recover any debts owed by you to the Company.

15. INTERIM RELIEF OR INJUNCTIVE RELIEF

15.1. Nothing set forth herein shall prevent either party from applying to Court for interim or injunctive relief.

15.2. Each party acknowledges that a breach of the provisions set out herewith may cause the other Party irreparable injury and damage and, therefore, any such breach may be enjoined through injunctive proceedings, in addition to any other rights and remedies that may be available to either party as per applicable laws or in equity.