

**RISK DISCLOSURE AND  
ACKNOWLEDGEMENT**

**TeleTrade - DJ International Consulting Ltd**

**January 2015**

## 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. This notice is provided to all prospective clients in accordance with Markets in Financial Instruments Directive (MiFID) of the European Union and Investment Services and Regulated Markets Law of 2007 of Cyprus (Law 144(I)/2007).

All prospective Clients should read carefully the following risk warnings contained in this document. However it is noted that this document cannot and does not disclose or explain all of the risks and other significant aspects involved in dealing in Financial Instruments (including derivative financial instruments such as CFDs). The notice was designed to explain in general terms the nature of the risks involved when dealing in Financial Instruments on a fair and non-misleading basis.

The Client should not engage in any investment directly or indirectly in Financial Instruments unless he knows and understands the risks involved for each one of the Financial Instruments. The Company will not provide the Client with any investment advice relating to investments or possible transactions in investments or in Financial Instruments or make investment recommendations of any kind. So, prior to applying for a trading account with the Company, or making an order the Client should consider carefully whether investing in a specific Financial Instrument is suitable for him in the light of his circumstances and financial resources. If the Client does not understand the risks involved he should seek advice and consultation from an independent financial advisor. If the Client still does not understand the risks involved in trading in any Financial Instruments, he should not be involved in trading under any circumstances.

The Client should acknowledge that he runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accepts that he is willing to undertake this risk.

## Risk acknowledgement

### Technical Risk

The Client shall be responsible for the risks of financial losses caused by the failure of information, communication, electronic and other systems. The result of any system failure may be that his order is either not executed according to his instructions or it is not executed at all. The Company does not accept any liability in the case of such a failure.

While trading via the Client Terminal the Client shall be responsible for the risks of financial losses caused by:

- Client's or Company's hardware or software failure, malfunction or misuse;
- poor Internet connection either on the side of the Client or the Company or both, or interruptions or transmission blackouts or public electricity network failures or hacker attacks, overload of connection;

- the wrong settings in the Client Terminal;
- delayed Client Terminal updates;
- the Client disregarding the applicable rules described in the Client Terminal user guide and in the Company's website.

The Client acknowledges that at times of excessive deal flow the Client may have some difficulties to be connected over the telephone with a Dealer, especially in a Fast Market (for example, when key macroeconomic indicators are released).

## **Abnormal market conditions**

The Client acknowledges that under Abnormal Market Conditions the period during which the Instructions and Requests are executed may be extended.

The Client acknowledges that under certain market conditions it may be difficult or impossible to execute an order.

## **Trading platform**

The Client acknowledges that the only reliable source of Quotes Flow information is that of the real/live Server's Quotes Base. Quotes Base in the Client Terminal is not a reliable source of Quotes Flow information because the connection between the Client Terminal and the Server may be disrupted at some point and some of the Quotes simply may not reach the Client Terminal.

The Client acknowledges that when the Client closes the order placing/modifying/deleting window or the position opening/closing window, the Instruction or Request, which has been sent to the Server, shall not be cancelled.

In case the Client has not received the result of the execution of the previously sent Instruction but decides to repeat the Instruction, the Client shall accept the risk of making two Transactions instead of one.

The Client acknowledges that if the Pending Order has already been executed but the Client sends the Instruction to modify its level and the levels of If-Done Orders at the same time, the only Instruction, which will be executed, is the Instruction to modify Stop Loss and/or Take Profit levels on the position opened when the Pending Order triggered.

## **Interpretative Risk**

The Client must acknowledge that information on the previous performance of a Financial Instrument does not guarantee its current and/or future performance.

The usage of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which they said information refers.

## **Communication**

The Client shall accept the risk of any financial losses caused by the fact that the Client has received with delay or has not received at all any notice from the Company.

The Client acknowledges that the unencrypted information transmitted by e-mail is not protected from any unauthorized access.

The Client is fully responsible for the risks in respect of undelivered Trading Platform internal mail messages sent to the Client by the Company.

The Client is wholly responsible for the privacy of the information received from the Company and accepts the risk of any financial losses caused by the unauthorized access of the third party to the Client's Trading Account.

The Company has no responsibility if authorized third persons have access to information, including electronic addresses, electronic communication and personal data, access data when the above are transmitted between the Company or any other party, using the internet or other network communication facilities, telephone, or any other electronic means.

## **Force Majeure Event**

In case of a Force Majeure Event the Client shall accept the risk of financial losses.

## **No Representation, No Warranty**

The Company uses reasonable efforts to obtain information from reliable sources, but the materials on the Company website is provided "as is" without warranty of any kind. The Company makes no representation (either express or implied) that the information, analysis and opinions expressed on the Company website or otherwise is accurate, complete or up to date.

Information contained on the Company website is checked and updated by the Company on a regular basis. This notwithstanding, data and information provided may become subject to changes while posted on the Company website. Therefore, Company does not assume any liability towards nor gives any guarantee to any subscriber, client, partner, supplier, counterparty or third party for the timeliness, accuracy and completeness of the information provided herein or on other websites that may be accessed through hyperlinks. The Company reserves the right to change or amend the information provided at any time and without prior notice.

## **Risk Warning Notice for Foreign Exchange and Derivative Products**

This notice cannot disclose all the risks and other significant aspects of foreign exchange and derivative products such as futures, options, and Contracts for Differences. You should not deal in these products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in the light of your circumstances and financial position.

Although Forex and derivative instruments can be utilised for the management of investment risk, some of these products are unsuitable for many investors. You should not engage in any dealings directly or indirectly in derivative products unless you know and understand the risks involved in them and that you may lose entirely all of your money. Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following points:

### **Effect of Leverage**

Under Margin Trading conditions even small market movements may have great impact on the Client's Trading Account. It is important to note that all accounts trade under the effect of Leverage.

The Client must consider that if the market moves against the Client, the Client may sustain a total loss greater than the funds deposited. The Client is responsible for all the risks, financial resources the Client uses and for the chosen trading strategy.

It is highly recommended to place Stop Loss to limit potential losses, and Take Profit to collect profits, when it is not possible for the Client to manage the Client's Open Positions.

The Client shall be responsible for all financial losses caused by the opening of the position using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.

### **High volatile instruments**

Some Instruments trade within wide intraday ranges with volatile price movements. Therefore, the Client must carefully consider that there is a high risk of losses as well as profits. The price of Derivative financial instruments is derived from the price of the underlying asset in which the instruments refer to (for example currency, stock, metals, indices etc). Derivative financial instruments and related markets can be highly volatile. The prices of instruments and the underlying asset may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the Client or the Company. Under certain market conditions it may be impossible for a Client's order to be executed at declared price leading to losses. The prices of instruments and the underlying asset will be influenced by, amongst other things, changing supply and demand relationships, governmental, agricultural, commercial and trade programs and policies,

national and international political and economic events and the prevailing psychological characteristics of the relevant market place. Therefore Stop Loss order can not guarantee the limit of loss.

The Client acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value. This is owed to the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the underlying market can have a disproportionately dramatic effect on the Client's trade. If the underlying market movement is in the Client's favor, the Client may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of the Clients' entire deposit, but may also expose the Client to a large additional loss.

### **Liquidity**

Some of the underlying assets may not become immediately liquid as a result of reduced demand for the underlying asset and Client may not be able to obtain the information on the value of these or the extent of the associated risks.

### **Contracts for Differences**

The CFDs available for trading with the Company are non deliverable spot transactions giving an opportunity to make profit on changes in currency rates, commodity, stock market indices or share prices called the underlying instrument. If the underlying instrument movement is in the Client's favor, the Client may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of the Clients' entire deposit but also any additional commissions and other expenses incurred. So, the Client must not enter into CFDs unless he is willing to undertake the risks of loosing entirely all the money which he has invested and also any additional commissions and other expenses incurred.

Clients are required to deposit funds in their trading account in order to open a position. The Margin requirement will depend on the underlying instrument of the CFDs. Margin requirements can be fixed or can be calculated from the current price of the underlying instrument. The Company will not notify the Client of any Margin Call to sustain a loss making position.

Transactions in CFDs are not undertaken on a recognized exchange. Rather they are undertaken via Company's Trading Platform whereby execution is effected by Company or other financial institutions and, accordingly, CFDs may expose the Client to greater risks than regulated exchange transactions. Trading Platform for transactions in CFDs used by the Company does not fall into the definition of a recognized exchange as this is not a Multilateral Trading Facility because Company may be in a client transaction. The terms and conditions and trading rules are established solely by the counterparty which may be Company or some other financial institution to be disclosed to the Client. The Client may be obliged to close an open position of any given CFD during the opening hours of Company's Trading Platform.

The Company will not provide the Client with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind.

Before the Client begins to trade, he should obtain details of all commissions and other charges for which the Client will be liable, which may be found on Company's website. Some charges may not be expressed in money terms but may, for example, be expressed as a dealing spread.

The Client takes the risk that his trades in CFDs may be or become subject to tax and/or any other duty, for example, because of any changes in legislation or changes to his personal circumstances. Company does not warrant that no tax and/or any other stamp duty will be payable. The Client should be responsible for any taxes and/or any other duty which may accrue in respect of his trades.

### **Other implications**

The Company may pass money received from the Client to a third party (e.g. a bank, a market, intermediate broker, OTC counterparty or clearing house) to hold or control in order to effect a Transaction through or with that person or to satisfy the Client's obligation to provide collateral (e.g. initial margin requirement) in respect of a Transaction. The Company has no responsibility for any acts or omissions of any third party to whom it will pass money received from the Client.

The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

The Company may hold Client money on the Client's behalf outside the EEA. The legal and regulatory regime applying to any such bank or person will be different from that of Cyprus and in the event of the insolvency or any other analogous proceedings in relation to that bank or person, the Client money may be treated differently from the treatment which would apply if the money was held with a bank in an account in Cyprus. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this paragraph.

The Company may deposit Client money with a depository who may have a security interest, lien or right of set-off in relation to that money.

A Bank or Broker through whom the Company deals with or Company itself may act in the same market as Client, and could have interests contrary to the Client's Interests.