

COMPLAINTS HANDLING PROCEDURES

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COMPLAINTS HANDLING PROCEDURES

1. INTRODUCTION

- 1.1. **TTCM Traders Capital Limited**, a limited liability Company, incorporated in Bermuda under section 14 and 6/132C(1) of the Companies Act 1981, registered with the Registrar of Companies under Company number 54135 and with registered address 5th Floor, Andrew's Place, 51 Church Street Hamilton HM 12 Bermuda.

2. COMPLAINTS – SCOPE OF THE PROCEDURE

- 2.1. At the Company, 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.
- 2.2. 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 retail clients, we maintain records of complaints and measures taken for complaint resolution.
- 2.3. 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.

3. PROCEDURAL REQUIREMENTS

- 3.1. Any complaint or dispute or difference whatsoever between us, must be dealt in accordance with the Complaint 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 Complaint Handling Procedures set forth herein.

4. HOW TO MAKE A COMPLAINT

- 4.1 Clients who wish to file a formal complaint with our 'Complaints Officer' can do so, at any time, in the following way:

Via e-mail to: compliance@traders-trust.com, along with attachments of “Complaints Form” and the documentation as outlined below.

- 4.2. We aim to resolve the matter quickly - by the end of the next Business Day if possible. If the matter is more complex and, at our sole discretion, is expected to take longer than five (5) Business Days to, we will provide you, within two (2) Business with a written acknowledgement that we have been informed of your concerns or issues and we will communicate the reasons for the delay and provide you with details of who is handling the matter and how to contact. It will also state who within our company is dealing with the complaint and how to make contact with them (this will normally be our ‘Complaints Officer’).
- 4.3. All formal complaints must be forwarded to our ‘Complaints Officer’ in writing, in English Language, in the manner set forth above, for action in accordance with the procedures described below.

5. WHEN TO MAKE A COMPLAINT – TIME RESTRAINTS

- 5.1. Given the high leverage, fast moving nature of the Over-the-Counter (OTC) Market, and the risks associated with electronic trading thereon, any discrepancies on account statements must be reported to us, in writing, within twenty (24) hours of its occurrence. Failure to object within the above-mentioned twenty four (24) hour time period shall be deemed ratification by you of all actions taken by us prior to your receipt of such reports.
- 5.2. All other complaints must be reported to us, in writing, within two (2) 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).
- 5.3. Failure to object within the above-mentioned time period of two (2) Business Days from the occurrence of the event that gives rise to your complaint, shall be deemed ratification by you of all actions undertaken by us prior to making your complaint.

6. INITIAL RESPONSE

- 6.1. We will send you a letter no later than ten (10) Business Days after, containing a full account of the investigation activities planned, any findings thus far and, if appropriate, any offer of redress. This letter will advise you of your rights, who is dealing with your complaint (this will normally be the ‘Complaints Officer’) and how to make contact with that person.

7. FINAL RESPONSE

- 7.1. Once we have completed your complaint's investigation, we will write to you again and offer you a summary outcome of our investigation. Where appropriate, it may also include a final offer of redress.
- 7.2. We will attempt to send the Final Response within thirty (30) Business Days of receiving your formal complaint, or ten (10) Business Days after your acceptance or rejection of any offer of redress (where applicable), whichever comes first.
- 7.3. This 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 complainants are kept informed about their complaint and our activities in response to their complaint.

8. OUR RIGHT TO PROCEED WITH THE RECOVERY OF DEBTS

- 8.1. The above Complaints Handling Procedure does not apply to money that you may owe to us. We may take immediate action to recover any debts payable to us in court.

9. INTERIM RELIEF - INJUNCTIVE RELIEF

- 9.1. Nothing set forth herein shall prevent either Party from applying to court for interim or injunctive relief.
- 9.2. Each party acknowledges that a breach of the provisions of this Agreement 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 law or in equity.

Please enclose/attach any other relevant documentation (including any correspondence exchanged with the Company) that may help us handle your complaint.

Signature	
Name & Surname	
Date	

FOR INTERNAL USE ONLY

Complaint received by:

Date of reception:

Reference number:

Service/department to which the complaint refers:

Details of the employee responsible for the service/s rendered to the client:

Organizational unit/department where the relevant employee, which is responsible for the service/s rendered to the client, belongs:.....

Initial response to client: Yes Check Box No Check Box Date:

Initial Action Taken:

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Informed Client of Initial Action Taken: Yes Check Box No Check Box Date:

Further Action Taken: Yes Check Box No Check Box Date:

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File handed on to Compliance Officer: Yes Check Box No Check Box Date:

Settlement of Complaint: Yes Check Box No Check Box Date:

Summary of how the complaint was settled:.....

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Signature of responsible Officer:

Date: