Term and Conditions

TNFX LLC is a company incorporated in Saint Vincent and the Grenadines with registered address at Suite 305, Griffith Corporate Center, P.O. Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadines. TNFX LLC is not regulated by any financial regulatory authority and operates as an unregulated entity.

TNFX LLC provides execution-only services in relation to online trading in financial instruments. The Company acts as counterparty to client transactions and does not provide investment advice or discretionary portfolio management services. Clients acknowledge that trading involves significant risk and that regulatory protections applicable in regulated jurisdictions 0may not apply.

These Terms constitute a legally binding contract between you and **TNFX** which you accept for yourself and on behalf of any principal or principals on whose behalf you are acting as agent by giving us instructions to deal or accepting services from us. These Terms supersede any other general terms of business or similar documents that may have been previously issued to you by us.

For your own protection, you should read and fully understand these Terms prior to submitting your account application to **TNFX**. If you do not understand anything in these Terms or the documents incorporated by reference, you should contact TNFX to ask for further information or seek independent professional advice before you open an account, place any order or enter into a transaction with **TNFX**.

1. Risk Acknowledgement

1.1. The main activity of providing brokerage is the online trading and executing transaction between its clients and the global markets without interfering in the client lost or gain off the transaction nor manage clients financial assets in one way or another.

1.2. You acknowledge and understand that trading and investing in leveraged products:

a. Involves a high degree of risk;

b. Is appropriate only for persons who, if they trade on leverage, can assume the risk of loss in excess of their initial and subsequent deposits.

1.3. You acknowledge and understand that:

a. Because of the low Margin normally required to trade in margined transactions, price changes in the underlying asset may result in significant losses, which may substantially exceed your investment and Margin deposit;

b. When you direct us to enter into a Transaction, any profit or loss arising as a result of a fluctuation in the value of the asset, or the underlying asset will be entirely for your account and risk;

c. We do not conduct any manual or automated monitoring of your Transactions or transactions of other clients. Hence, we will not monitor the result of your Transactions and cannot be held responsible for any Transactions that may develop differently from what you may have presupposed;

d. Guarantees of profit or safety from loss are impossible in investment trading. Even low risk investment strategies contain an element of uncertainty. You agree that you have not received such guarantees or similar representations from us or any of our employees or representatives, from any Referral Agent, Service Provider, or any other entity with whom you deal with in connection with your Account; and

e. **TNFX** does not control, does not endorse, and is not liable for the accuracy or completeness of any information, recommendation or advice provided or given by any Referral Agent.

1.4. You represent, warrant, and agree that you understand the aforementioned risks and that you are willing and able, financially, and otherwise, to assume the risks of trading in leveraged products and that the loss of your account balance and any resulting negative account will not change your lifestyle.

2. Products and Services

2.1. Subject to you fulfilling your obligations under this agreement, we may enter into Transactions with you in the following instruments ("Instruments"):

a. Spot and forward bullion, currencies, and over the counter derivatives;

b. Financial futures and contracts for difference on commodities, indices, currencies and base and precious metals;

c. Such other Instruments as we may from time to time offer.

2.2. Except as provided elsewhere in these Terms:

a. there are no restrictions on the types of investments in which you wish to invest or the markets on which you wish Transactions to be executed;

b. we will assume that you do not intend any investment objectives, restrictions, or limits to apply to your Account, unless you notify us otherwise in writing and we confirm our acceptance in writing.

2.3. You agree that even though you and we have entered these Terms, we may refrain from providing any of the services:

a. Until all of our internal procedures for establishing accounts have been completed and the necessary internal approvals have been obtained;

b. If you are in breach of any of your obligations as set out in these Terms or any other agreement you may have entered into with any member of the TNFX Services.

2.4. We shall deal with you on an execution-only basis. We will not make personal recommendations or advise on the merits of purchasing, selling, or otherwise dealing in particular investments or executing particular Transactions, their taxation consequences or the composition of any account or any other rights or obligations attaching to such investments or Transactions. Where we, our employees, directors, officers or agents have provided you with an explanation of to the terms of a Transaction or its performance characteristics, such explanation does not itself amount to advice on the merits of the investment.

2.5. Your Account enables you to access various services through the System, including placing of Orders, legal notices and other information relating to the operation of the System. If the System is unavailable for any reason, you may place an Order by telephone.

3. Incidental Activities

3.1. We may, from time to time, provide you, and other clients who receive an execution-only service, with general trading information, independent research, market commentary, or other data, facts, or information. These activities are incidental to our relationship with you and are provided solely to enable you to make independent investment decisions. You understand that we do not produce the information with the intent of impacting your investment decisions and therefore release us from any liability for Losses you may incur as a result of entering into any Transaction.

3.2. You further acknowledge and agree that:

a. We do not advise on the merits or perils of a particular Transaction or its taxation consequences and make no representation, warranty, or guarantee as to the accuracy or completeness of any market or other information furnished to you or as to the legal, tax or accountancy consequences of your Transaction;

b. The information is being provided as general market commentary or compilation of market information. It may reflect the opinion of the person generating such information; however, it does not reflect our opinion and does not constitute an offer or solicitation from us to you or to any of our clients;

c. The information does not amount to a general or personal recommendation or advice;

d. Any market or other information communicated to you by us are

wholly incidental to the conduct of our business and to your dealing relationship with us and are provided solely by us as a courtesy to you in order for you to make your own investment decisions and it is not part of the services offered to you and do not constitute personal recommendation or advice by us to you;

e. The information, independent research, or market commentary, although based upon data obtained from sources believed by us to be reliable, may be inaccurate or incomplete, may not have been verified and may be changed without notice to you;

f. Where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on contrary to that restriction;

g. You are solely responsible for making the decision whether to effect any Transactions, including the timing, quantity, and price of such Transactions;

h. Where you have taken the information provided by us into consideration when making your investment decisions, you represent that you have not relied on such information exclusively but have conducted your own independent research and made your decision as to the suitability of any Transaction to your investment objectives and financial situation without placing reliance on the information provided by us;

3.3. We may, from time to time, also provide you, and other clients who receive an execution-only service, with educational tutorials on trading our products and services and on using the various Systems which we make available to you. These activities are incidental to our relationship with you and are provided solely to assist you in understanding the markets and risks associated with investment and to provide you with a general understanding of the functionalities of the Systems.

4. Account Opening

4.1. An Account must be opened prior to making any Order or entering into any Transaction. No Orders can be placed until an Account has been opened and cleared funds received. Without prejudice to the foregoing.

4.2. To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you acknowledge and agree that we may:

a. Make periodic searches and enquiries about you and any related party at credit reference agencies, and your employers, if applicable;

b. Disclose information to organizations involved in fraud or money laundering prevention; and

c. Obtain information from and disclose information to other investment firms which deal for you concerning any payment or security default or concerning any investment which is related to or connected with Transactions which you seek to open with us.

4.3. Account limits do not limit or represent your liability for Losses to us, and the funds you may have from time to time on deposit with us as Margin or otherwise do not represent any limit upon your financial liability to us.

4.4. We may, at our sole discretion, refuse to open an Account for you and we are not obliged to provide you with any reason for our refusal.

5. Withdrawal Policy

Client logs into his account and places a withdrawal request. Back-office team process the request along with the trading rules. In case the withdrawal requests are verified and approved, the finance department issues payment via the payment method source that selected at first time of client's deposit. Back office communicates to the client the confirmation of transfer via email and/or via his online account. The withdrawal destination of the funds must be the same as the origin of the funds or an account proved to be owned by the client.

6. Refund Policy

The withdrawals are credited back to you via the initial method of deposit. In case no transactions / orders executed via our systems for any reason and withdrawal request placed, the Company will refund the withdrawal amount back to the same source, provided that the client sent the requested information / documentation to the Company in order to meet its anti-money laundering regulatory requirements and is satisfied with the provided documentation / information.

For example, if your initial deposit was via credit card, then the withdrawal is credited to you via the same credit card, with surplus funds (if applicable) credited to your Nominated Bank Account. Company will process the relevant refund within one (1-2) business day. Moreover, the funds will be posted to your bank account within 3-5 business days of being processed by us.

In case the Company is unable to remit the funds, or any partial amount thereof, to the same remitter from and by the same payment method trough which such funds were initially received by us, we reserve the right, but shall not be obliged under no circumstances, to transmit the funds in an alternative payment method selected by us, at our sole discretion.

Please note that your bank, credit card company or electronic payment platform may be responsible for delays and possible charges over which we have no control. Should you encounter any delays after the provided time-frame please contact us in order to investigate it.

7. Account types

7.1. TNFX offers four types of accounts in order to meet the clients needs, as the following:

a. **Standard account:** an account offered with a floating spread; no additional commotions charged.

b. **VIP account:** an account offered with low floating spreads, varied among traded instruments.

c. **Zero account:** an account offered with row spreads received from pricing sources for FX and metal instruments only, in additional to 5$ commotion per lot added.

d. **Fix Spread account:** an account offered with fixed spread varied among traded instruments, for FX and metals, and no commotions charged.

e. **Cent account:** It's an account offered for mini lot for FX and Metals, and no commissions charged.

8. Access and Use of the System and/or Secure Access Website

8.1. We will provide you with a one or more unique usernames, passwords and/or other devices necessary to enable you to access the service which will grant you secure access to use the System and/or a Secure Access Website. You will need to provide the Authenticators each time you wish to use the System and/or Secure Access Website.

8.2. In relation to the Authenticators, you acknowledge and undertake that:

a. You will keep Authenticators confidential and will ensure that Authenticators are used exclusively by you or your Account Manager. You will use adequate security procedures to ensure the security of the Authenticators and to prevent unauthorized access to and use of the services;

b. You assume full responsibility for any and all use, unauthorized use, or misuse of the service by you, or persons authorized by you, or by any other person using your Authenticators, and you acknowledge and agree that any breach by such person of any of your obligations hereunder shall constitute a breach of such obligations by you;

c. Other than with our prior written consent, you will not disclose your Authenticators to persons other than your Account Manager for any purpose whatsoever;

d. you will immediately notify us if you become aware of, or have reasonable grounds to suspect, the loss, theft, or disclosure to any third party or of any unauthorized use of your Authenticators;

e. we may rely on all instructions, Orders and other communications entered using the Authenticators and you agree to be bound by any message or instruction effected via the service (including, without limitation, the execution of transactions and/or the instruction to change your Authenticators) through the use of your Authenticators, regardless of whether or not the person communicating such message or instruction was properly authorized by you, except where such person's receipt of your Authenticators was due to our gross negligence or willful misconduct.

8.3. You agree that it is your responsibility to provide, at your own expense, all equipment necessary for you to access and use the service, including, but not limited to, computers, computer systems, servers, peripheral equipment, operating systems, applications, communications software, internet access, telecommunications equipment and other equipment and software including any updates thereof. You are solely responsible for any losses, damages, or costs incurred as a result of errors made by, or the failure of, such equipment that you use to access the service.

8.4. Access to the System or Secure Access Website is provided "as is". We make no warranties, express or implied representations or guarantees as to the

merchantability and/or fitness for any particular purpose or otherwise with respect to the System or Secure Access Website, their content, any documentation or any hardware or software provided. Technical difficulties could be encountered in connection with either the System or Secure Access Website. These difficulties could involve, among others, failures, delays, or malfunction, which may cause Orders not to be transmitted, received, or executed as a result of such disruption, failure or malfunction, software erosion or hardware damage, which could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to losses in Orders or Transactions, economic and/or data loss. If you are unable to place an order through the System, you should contact a Dealer to place a telephone order.

9. Fees and Charges, and Other Costs

9.1. We will generally be remunerated for providing you with the services by charging you an amount which will be included as a markup, mark-down and/or the bid/ask spread of Instruments you buy or sell through the System. Such fees will generally be applied to your Account on a per trade basis but may also be applied on any other basis as we determine from time to time. You understand that such fees vary based on the System and/or on a daily and continuous basis depending on many factors including market conditions, currency pairs, availability of Instruments in the market etc.

9.2. Where your Account is holding an Instrument, which is due to be credited or debited related to a dividend or similar payment, as the case may be, then your Account will be credited or debited, as the case may be, in accordance with the terms published on our website or otherwise for each relevant Instrument.

9.3. When funding by Card, the following terms and conditions will apply:

a. You may be charged conversion fees by your Card provider. We are not responsible for any fees or charges issued by your Card provider or the issuing bank.

b. You understand that any payments made to us using a Card will be credited to your Account net such Card charges. Similarly, any refund made by us from your Account to your Card will also be net of any Card charges. Further, you understand that, unless otherwise agreed by us, any payments made into your Account by Card may not be subsequently withdrawn by cash, wire, cheque, or other means and may only be returned to the Card. Accordingly, we will only accept requests to withdraw profits from the Account.

c. You agree and undertake not to enter into or initiate any chargeback transaction with your Card issuer and irrevocably and unconditionally forfeit any future claims to make such chargeback regardless of the Losses incurred in your Account, or your overall satisfaction with the services provided to you in relation to your trading activities.

d. You agree to be held both personally and civilly liable for any fraudulent Card transactions or purchases which are used to fund your Account or used as Margin for your Account. Further, you acknowledge that we may take criminal or civil action against you in order to collect any fraudulent funds which are used to fund your Account or used a Margin for your Account. Where you have been introduced to us by a Referral Agent, you understand that we may be paying such Referral Agent fees in connection with your trading activities. Such fees will be in the form of commissions, mark-ups, or mark-downs, on a per trade basis, or any other form as agreed between us and your Referral Agent from time to time and will be charged to your Account.

9.4. Where you have appointed a Money Manager, we will maybe apply to your Account management charges, performance fees, and any other Fees or charges as agreed between you and your Account Manager from time to time in connection with your trading activities.

10. Tax

10.1. We will not provide you with any advice on tax issue related to any services. You are advised to obtain individual and independent counsel from your financial advisor, auditor, or legal counsel with respect to tax implications of the respective services.

10.2. You are responsible for the payment of all taxes that may arise in relation to your Transactions.

11. Referral Agents

11.1. You may have been referred to us by a Referral Agent. If so, we will not be responsible for any agreement made between you and your Referral Agent, or lack thereof. You acknowledge that any such Referral Agent will either be acting as an independent intermediary or an agent for you and that your Referral Agent and is wholly separate and independent from the **TNFX** and is not an agent, associate, or employee of **TNFX** or any member of the **TNFX**. You further acknowledge that your Referral Agent is not authorized to make any representation relating to us or our services.

11.2. We do not control and cannot endorse or vouch for the accuracy or completeness of any information, recommendation, or advice you may have received or may receive in the future from a Referral Agent. Since the Referral Agent is not an agent or employee of **TNFX** or any member of the **TNFX**, it is your responsibility to properly evaluate a Referral Agent before engaging its services.

11.3. You are specifically made aware that your agreement with your Referral Agent may result in additional costs for you as

a. We may pay one-off or regularly scheduled fees or commissions to such person or entity from your Account or by us directly;

b. Where you and your Referral Agent agree to compensation on a per-trade basis depending on your trading activity, such compensation to the Referral Agent may be in the form of a commission and/or require you to incur a mark-up, above and beyond the ordinary spread provided by us. Such compensation may be paid to the Referral Agent from your Account or by us directly.

11.4. You acknowledge and accept that frequent transactions may result in a sum of total commissions, fees or charges that may be substantial and may not necessarily be offset by the net profits, if any, achieved from the relevant trades. It is your and the Referral Agent's responsibility for correctly assessing whether the size of the total commissions, fees or charges for trades conducted and paid from your Account is commercially viable. We only act as Principal, and therefore are not responsible for the size of the commissions, fees or charges paid by you to your Referral Agent.

11.5. You understand and agree that the Referral Agent will maybe have access to information held by us relating to your trading activity. You further understand that your Referral Agent may have been introduced to us by a third party who may be compensated based on your introduction to us or on your trading history. Where this occurs, you agree that the third party who introduced your Referral Agent will have access to information held by us relating to your trading activity.

12. Manifest Errors

12.1. A “Manifest Error” means a manifest or obvious misquote by us, or any market, exchange, price providing bank, information source, commentator or official on whom we reasonably rely on which is not indicative of fair market value at the time an Order is placed. A Manifest Error could include but is not limited to, inaccurate third party or liquidity provider data or pricing, a mistype of a quote, an erroneous quote or misquote provided by a Dealer or a System due to the failure of any software, hardware, whether given by telephone and/or other electronic means. When determining whether a situation amounts to a Manifest Error, we may take into consideration all information in our possession including, without limitation, information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement.

12.2. We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you have suffered or may suffer any loss of profit, consequential or indirect loss) will not be taken into account by us in determining whether there has been a Manifest Error. We reserve the right, without prior notice, to:

a. amend the details of relevant Transactions to reflect a price which is on or near the prevailing market prices, which will be determine by us in our sole and absolute discretion, acting in good faith, to be the correct or fair terms of such Transaction absent such Manifest Errors;
b. If you do not promptly agree to any amendment made under (a) herein, void from its inception any Transaction resulting from or deriving from a Manifest Error or close or liquidate the Transaction or any Open Position resulting from such Transaction; and/or
c. Refrain from taking and refuse to take any action at all to amend the details of such a Transaction or to void, terminate, close, or liquidate such Transaction.
d. If there are any technical issues, or any error caused by the mentioned above, resulting in profit or loss, the positions and their results will be treated fairly by the company and take the suitable action in order to rectify the results, and the company preserve its rights without a prior notice.

13. Abusive Trading Strategies

13.1. Abusive Trading Strategies may or may not be caused by the person benefiting from them. Abusive Trading Strategies are generally used by persons who are experts in trading. They include practices (without limitation) such as attacking the System in order to create and abuse price latency opportunities, internet or System connectivity, and trading Instruments which are clearly misquoted (arbitrage).

13.2. You represent and warrant to us at the time you enter into these Terms and every time you enter into a Transaction or give us any other instruction that you will not use Abusive Trading Strategies on the System. Given the grave nature of Abusive Trading Strategies, you agree that we may, at our sole and absolute discretion, revoke Transactions resulting from Abusive Trading Strategies without prior notice to you and regardless of whether such revocation would result in Losses in your Account or would cause you to breach your Margin Requirements, Hedging funds that employ margin expansion to enhance capital efficiency and increase the number of trading positions. We reserve the right to take all necessary steps including making corrections or adjustments on your Account withoutprior notice for example, any Transaction placed through the System which relies on price latency, or an arbitrage opportunity may be modified, adjusted, corrected, rejected, terminated, or voided at any time, without prior notice, at our sole and absolute discretion. In addition, where such circumstances exist, you understand and agree that we shall not remit payments to or process withdrawal requests from you until the appropriate corrections are made to our satisfaction. When determining whether asituation amounts to an Abusive Trading Strategy, we may take into consideration all information in our possession including, without limitation, information concerning relevant market conditions and errors in the System.

13.3. We will not be liable to you for any for any loss, cost, claim, demand or expense you may suffer (including loss of profits or any indirect or consequential losses) resulting from any action we take in connection with addressing your Abusive Trading Strategies or any action which we take or refrain from taking in relation to Transactions resulting from your Abusive Trading Strategies, except to the extent caused by our own fraud, willful default or gross negligence.

14. Risk management and stop out level

14.1. Due to the risky environment in Forex market and other financial instruments, there must be a margin call level that is reached to protect the capital of being lost as all, therefore, the company set a stop out level at 20%, once that level is reached, an auto close will applied on opened positions in order to release a used margin to increase the margin level to maintain a portion of capital, giving an opportunity for the trader to make a decision whether to close positions manually or to increase his balance.

15. Complaints

15.1. Any complaints or objections shall be directed to **TNFX** Support Department by email at support@tnfx.co.

15.2. Submission of your complaint or objection to us in respect of a Transaction or alleged Transaction will not relieve you from your duty to manage your risks and mitigate your losses. Without prejudice to any of our other rights to close a Transaction under this Agreement, if we are in dispute with you in respect of a Transaction or alleged Transaction or any communication relating to a Transaction, we may, at our absolute discretion and without notice to you, close any such Transaction or alleged Transaction where.

15.3. We reasonably believe such action to be desirable for the purpose of limiting the maximum amount involved in the dispute, and we will not be under any obligation to you in connection with any subsequent movement in the level of the Transaction concerned. We will take reasonable steps to inform you that we have taken such action as soon as practicable after doing so.

16. Amendments

16.1. We may amend these Terms and any arrangements made hereunder at any time by written notice to you, which may include the publishing of the amended Terms on our Website or by sending an e-mail to you. Any such amendment will come into effect on the date specified by us which will, in most cases, be at least 10 Business Days from the date of our amendment notice. You will be deemed to be bound by the terms of such amendment or change on the earlier of:

a. Ten (10) Business Days after we have e-mailed you or published notice of such amendment to the Website; or

b. The date you place an Order (other than a liquidating Order) via the System.

16.2. If you choose to object to amendments to these Terms or any arrangements made hereunder, you must notify us in writing (in accordance with the details set out in

the amendment notice) within 10 Business Days of the date of the amendment notice. If you do object to the amendment, the amendment will not be binding on you, but your Account will be suspended and you must close out all your Open Positions within a reasonable time, failing which, we will close out your Open Positions without any further notice to you. You must withdraw all funds remaining to the credit of your Account after payment of any amounts due to us and close your Account.

16.3. Any amended Terms will supersede any previous agreement between us on the same subject matter and will govern any Transaction entered into after, or outstanding on, the date the amended Terms comes into effect.

17. Suspension and Termination

17.1. You may terminate these Terms immediately by giving written notice to us. You agree that at any time after the termination of these Terms, we may, without notice to you, close out any or all of your Open Positions.

17.2. We may suspend or terminate these Terms and/or your Account immediately for any reason or no reason whatsoever. You agree that at any time after the termination of these Terms, we may, without notice to you, close out any or all of your Open Positions. You further agree that we may, at our sole and absolute discretion, suspend your Account and restrict your trading activities during the notice period mentioned in this clause. Where we suspend your Account, we may prevent you from opening any new positions but we will not close your Open Positions unless otherwise allowed under these Terms.

17.3. Upon termination of these Terms, all amounts payable by you to us will become immediately due and payable including (but without limitation):

a. All outstanding fees, charges and commissions;

b. Any expenses incurred by terminating these Terms; and

c. Any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

17.4. Termination of these Terms will not affect any rights or obligations, which may already have arisen between us and you. The termination of these Terms will not affect the coming into force or the continuance in force of any provision in these Terms which is expressly, or by implication, intended to come into, or continue in force, on or after such termination.

17.5. If termination occurs, we will, as soon as reasonably practicable and subject to these Terms, deliver to you any funds or investments in your Account(s) subject to any applicable charges and rights of set-off. A final statement will be issued to you where appropriate.

18. In the Event of Death

18.1. Where you are a natural person, in the event of your death, any person(s) purporting to be your legal personal representative(s) or surviving joint account holder must provide us with formal notice of your death in a form acceptable to us, including but not limited to the provision of an original death certificate in physical form.

18.2. Upon the receipt and acceptance of your death certificate, we will treat your death as an Event of Default allowing us to exercise any of our rights including but not limited to closing any and all Open Positions within your Account. These Terms will continue to bind your estate until terminated by your legal personal representative or by us.

18.3. A person shall not be proven to be your legal personal representative until we receive the appropriate legal documentation. Once we receive such documentation, we will accept and execute written Orders from your legal representative(s). We will only accept Orders that aim to wind-down and/or close your Account. Where we have not received any Orders after six months following receipt of your death certificate, we may, in our sole and absolute discretion (but shall not be obliged to), re-register your holdings into the name of your legal representative, re-materialize any electronic holdings and send such holdings in certificated form to the registered correspondence address for your estate, subject to appropriate charges.

18.4. Any applicable charges as detailed in the Schedule of Fees will still be charged until the Account is closed.

18.5. Notwithstanding anything in these Terms, if the Agreement is not terminated within two years after the date of your death, we may take such action as we consider appropriate to close your Account. Your estate or your legal representative(s) will be liable for all costs associated with us taking this action, or considering taking action, except to the extent that costs arise because of our negligence, willful default or fraud.

19. Intellectual Property

19.1. Our Website, System, Secure Access Website and any and all information or materials that we may supply or make available to you (including any software which forms part of those items) are and will remain our property or that of our service providers. Such service providers may include providers of real-time price data to us. In addition:

a. All copyrights, trademarks, design rights and other intellectual property rights in those items are and will remain our property (or those of third parties whose intellectual property we use in relation to products and services we provide for your Account);

b. We supply or make them available to you on the basis that: (i) we can also supply and make them available to other persons; and (ii) we may cease providing them at our sole and absolute discretion or if our service providers require us to do so;

c. You must not supply all or part of them to anyone else and you must not copy all or any part of them;

d. You must not delete, obscure or tamper with copyright or other proprietary notices we may have put on any of those items; and/or (e) you must only use these items for the operation of your Account in accordance with these Terms.

20. Confidentiality and Data Protection

20.1. We may obtain information (including personal data) from you during the course of our relationship with you. This section describes some of the key issues in relation to how we process this personal data, which you should be aware of.

20.2. In accordance with Applicable Law, and subject to the following, we will treat all information we hold about you as private and confidential, even when you are no longer a customer. You agree that we, or any member of the **TNFX**, may:

a. use your information to (i) determine your identity and background before and during the term of these Terms for money laundering and regulatory purposes, (ii) administer and operate your Account and monitor and analyze its conduct, (iii) provide services to you, (iv) improve any of our operations, procedures, products and/or services during the term of these Terms, (v) assess any credit limit or other credit decision (and the interest rate, fees and other charges to be applied to your Account) and (vi) carry out statistical and other analysis;

b. use your personal data including your contact details, application details and details of the service we provide you and how you use them, to decide what products and services may be of interest to you;

c. contact you by telephone (including automated calls), post, email and other

electronic messages such as short text, video and picture messaging, and fax, with information, news, events and seminars and generally for the purpose of promoting our services and those of the **TNFX** and other selected third-party service providers to you; and

d. Use your personal data to comply and cooperate with the requirements of regulators and the courts and to comply with our legal obligations.

20.3. You hereby specifically and explicitly agree that we may share your personal data with any of our Service Providers in connection with providing you with services under or in connection with these Terms, including but not limited to, data processors, information technology service providers, platform providers, marketing services providers, credit card related services providers, or any member of the **TNFX** who may only use it for the same purposes as us. Such purposes include the processing of Orders and the generation of confirmations of Transactions, the operation of control systems and the operation of management information systems. We will take appropriate measures to protect the security of your personal data.

20.4. In order to comply with our obligations under various legislative and regulatory requirements we may be required to make certain disclosures relating to you or your Account, which may or may not involve disclosing your identity. In addition to complying with such obligations, we may comply with any request for information pertaining to you from any relevant regulatory or government authority. You agree that such compliance does not constitute a breach of any obligation of confidentiality, which we owe you pursuant to these Terms