TF GLOBAL MARKETS (EUROPE) LTD

Safeguarding of Clients' Assets Policy

Document	Safeguarding of Clients' Assets Policy
Entity	TF Global Markets (Europe) Ltd
Regulator	Cyprus Securities and Exchange Commission (CySEC)
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SAFEGUARDING OF CLIENTS' ASSETS POLICY

1. General

According to the Investment Services and Activities and Regulated Markets Law of L.87(I)/2017 ("the Law") TF Global Markets (Europe) Ltd (hereinafter, the "Company" or "ThinkMarkets") is required to maintain effective and transparent measures to secure and safeguard Client's financial instruments and funds.

2. Policy

Clients' funds are segregated completely from the operational funds of the Company and kept in top-tier banks. As per the relevant legislation, the Company is prohibited from using Clients' funds in its operations or any other investment, while it should ensure segregation and protection at all times.

Notwithstanding the fact that the Clients' funds are segregated in top-tier banks, the Company collaborates only with regulated Payment Service Providers as this is also required by the relevant legislation engulfing the Company's operations. Information in relation to the relevant Payment Service Providers is also depicted in the Company's website.

The Company is also a member of the Investor Compensation Fund (ICF), a scheme which serves to protect eligible retail clients and pay them relevant compensation in the event that the Company fails to return funds and financial instruments belonging to those Clients, due to financial problems, as applicable. The Clients may find additional information as regards the ICF on the relevant ICF Policy which can be found on the Company's website.

The Company, follows inter alia, the following steps in order to ensure that the Clients' funds are safeguarded, protected and secured:

1. Maintains segregated Client accounts (titled as 'Client Accounts') at all times, and may distinguish funds which belong to the Clients from those that belong to the Company.
2. Maintains its records and accounts in a way that ensures their accuracy, and in particular their correspondence to the financial instruments and funds held for Clients.
3. Perform weekly reconciliations between the Company's operational funds and Clients' funds.
4. Perform daily reconciliations of all Client funds balances held in financial institutions/ payment processors and the balances of the Clients in the Company's trading platform. The Company reserves the right to carry out such reconciliations and transfers more frequently, should the Company reasonably consider that this is necessary to protect the Company's or a Client's interests.

5. Introduces adequate organizational arrangements to minimize the risk of the loss or diminution of Clients' assets, or of rights in connection with those assets, as a result of misuse of the assets, fraud, poor administration, inadequate recordkeeping or negligence.
6. Employs adequate arrangements in order to ensure Clients' assets and ownership rights in the event of the Company's insolvency.
7. The Company exercises all due skill, care and diligence in the selection of the institutions it holds Client funds with, and carries out periodic assessments of the arrangements and procedures followed by the aforesaid institutions.

The Company adopted the SSL (Secure Sockets Layer) network security protocol to guarantee a secure connection for all communications with its Clients, protect them during their transactions with the Company and keep all Client information private. In this respect, the below is ensured:

1. User identification and server authentication to ensure the data is sent to the right client terminal and server.
2. Data transmission is encrypted to prevent data theft and unauthorized access by third parties.
3. Maintain data integrity and ensure that all data remain unchanged during transmission.

Information requirements concerning safeguarding of Retail client financial instrument of funds

- The Company may pass money received from the Client to a third party (e.g. a bank, a market, intermediate broker, OTC counterparty) 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 third parties who may have a security interest, lien or right of set-off in relation to that money. The Company might agree to security interests, liens or rights of set-off over Client assets only where this is required by the applicable law in a third country. In case the Company enters into agreements that create such security interests, liens or rights of set-off, shall disclose that information to Clients indicating the risks associating to that arrangements. Where security interests, liens or rights of set-off are granted by the Company over Client financial instruments or funds, or where the Company has been informed that they are granted, they shall be recorded in the Client contract/ agreement and the Company's own accounts to make the ownership status of Client assets clear, such as in the event of an insolvency.
- A Bank or Broker through whom the Company deals with could have interests contrary to the Client's Interests.

Client Money

- Relevant Amounts held on the Trading Account ("Segregated Funds") are segregated by the Company's and held in accordance with Applicable Regulations.
- The Company may hold Client Money and the money of other clients in the same bank account (omnibus account), according to Applicable Regulations.
- The Company shall not be obliged to pay interest to the Client on any funds which the Company holds. The Client waives all rights to interest.
- The Company will promptly place any funds held on the Client's behalf, into a Segregated Account (subject to and according to applicable legislation).
- Unless the Client has notified the Company in writing to the contrary, the Company may hold Segregated Funds on the Client's behalf in a Segregated Account located outside Cyprus or pass money held on the Client's behalf to an intermediate broker, settlement agent or OTC counterparty located outside Cyprus. The legal and regulatory regime applying to any such person will be different from that of Cyprus and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account in Cyprus. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this clause.
- In the event that there has been no movement on the Client's Trading Account Balance for a period of at least six years (notwithstanding any payments or receipts of charges, interest or similar items) and the Company is unable to trace the Client despite having taken reasonable steps to do so, the Company will keep any Client's money balances in the Segregated Account until contacted by the Client.

- The Company shall not be held liable or have any further obligation in the event that any credit or financial institution with which Segregated Funds are held defaults in its obligations with respect to the Segregated Funds.

Clients may find additional information alongside with the risks of specific type of instruments on the Company's website and Client Agreement.

3. Funding Requirements

The Company has adopted the following funding requirements for all account holders.

1. The Company does not accept third-party payments. All deposits must originate from funding sources drawn in the ThinkMarkets account holder's name. Please note that non-refundable transaction fees may apply, which will not be refunded in the event of any third-party funding.

2. Clients may be required to provide a colour copy of their credit card indicating their name, the last four digits of the card number (please cover the rest of the digits), the expiration date, along with their signature, prior to any payments being posted to their account.

3. The Company accepts pre-paid Visa and MasterCard to fund your trading account; however, the cards must indicate clients name, and clients are required to keep the card on file as withdrawals will be processed back to the pre-paid card, up to the original funding amount.

4. Amendment of the Policy and Additional Information

The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate and/or at least annually.

Should you require any further information and/or have any questions about this policy please direct your request and/or questions to compliance.eu@thinkmarkets.com.