



TERMS AND CONDITIONS

FOREX RISK DISCLOSURE

The risk of loss in trading foreign exchange can be substantial. You should carefully consider whether such trading is suitable for you in light of your financial condition. You may sustain a total loss of funds and any additional funds that you deposit with your broker to maintain a position in the foreign exchange market. Actual past performance is no guarantee of future results. Simulated performance results also have certain limitations unlike actual performance records; simulated results do not represent composite trading. No representation can or is being made that any trading system will, or is likely, to achieve profits or losses similar to those shown in this simulated performance record.

The performance records have been calculated in a manner we believe to be reasonable and are based on the respective leverage factors intended to be used. Prospective investors must recognize that any simulation of a hypothetical record, even when based on actual trading systems, with qualified trade execution, has inherent limitations. We believe that the records as presented should be of interest to investors in determining whether to participate, such rates of return should by no means be taken as an indication of how the system will perform or would have performed, even given the same trades. Any performance record compiled from individual performance records of any trading methodologies has certain hypothetical and artificial characteristics and must be evaluated accordingly.

If you purchase or sell a foreign exchange option you may sustain a total loss of the initial margin funds and additional funds that you deposit with your broker to establish or maintain your position. If the market moves against your position, you could be called upon by your broker to deposit additional margin funds, on short notice, in order to maintain your position. If you do not provide the additional required funds within the prescribed time, your position may be liquidated at a loss, and you would be liable for any resulting deficit in your account.

Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened. The placement of contingent orders by you or your trading advisor, such as a "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders. A "spread" position may not be less risky than a simple "long" or "short" position.

The high degree of leverage that is often obtainable in foreign exchange trading can work against you as well as for you. The use of leverage can lead to large losses as well as gains.

In some cases, managed accounts are subject to substantial charges for management and advisory fees. It may be necessary for those accounts that are subject to these charges to make substantial trading profits to avoid depletion or exhaustion of their assets.

Currency trading is speculative and volatile. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; United States and foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

Currency trading can be highly leveraged. The low margin deposits normally required in currency trading (typically between 3%-20% of the value of the contract purchased or sold) permit an extremely high degree of leverage. Accordingly, a relatively small price movement in a contract may result in immediate and substantial losses to the investor. Like other leveraged investments, in certain markets, any trade may result in losses in excess of the amount invested.

Currency trading presents unique risks. The interbank market consists of a direct dealing market, in which a participant trades directly with a participating bank or dealer, and a brokers' market. The brokers' market differs from the direct dealing market in that the banks or financial institutions serve as intermediaries rather than principals to the transaction. In the brokers' market, brokers may add a commission to the prices they communicate to their customers, or they may incorporate a fee into the quotation of price.

Trading in the interbank markets differs from trading in futures or futures options in a number of ways that may create additional risks. For example, there are no limitations on daily price moves in most currency markets. In addition, the principals who deal in interbank markets are not required to continue to make markets. There have been periods during which certain participants in interbank markets have refused to quote prices for interbank trades or have quoted prices with unusually wide spreads between the prices at which transactions occur.

Frequency of trading; degree of leverage used. It is impossible to predict the precise frequency with which positions will be entered and liquidated. Foreign exchange trading, due to the finite duration of contracts, the high degree of leverage that is attainable in trading those contracts, and the volatility of foreign exchange prices and markets, among other things, typically involves a much higher frequency of trading and turnover of positions than may be found in other types of investments. Trading is very speculative and risky.

Foreign Exchange Trading is highly speculative and is suitable only for those customers who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of margin or deposits. Customer represents warrants and agrees that Customer understands these risks; that Customer is willing and able, financially and otherwise, to assume the risks of Foreign Exchange Trading and that loss of Customer's entire Account Balance will not change Customer's life style.

This brief statement cannot disclose all the risks and other significant aspects of the foreign exchange markets. You should therefore carefully study all documents and foreign exchange trading before you trade, including the description of the principle risk factors of the investment.



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DATA PROTECTION NOTICE

This Data Protection Notice (“**Notice**”) sets out the basis which JF LENNON & ASSOCIATES PTE LTD (“**we**”, “**us**”, or “**our**”) may collect, use, disclose or otherwise process personal data of our participants in accordance with the Personal Data Protection Act (“**PDPA**”). This Notice applies to personal data in our possession or under our control, including personal data in the possession of organisations which we have engaged to collect, use, disclose or process personal data for our purposes.

PERSONAL DATA

- As used in this Notice:
“participant” means an individual who (a) has contacted us through any means to find out more about any goods or services we provide, or (b) may, or has, entered into a contract with us for the supply of any goods or services by us; and
“personal data” means data, whether true or not, about a participant who can be identified: (a) from that data; or (b) from that data and other information to which we have or are likely to have access.
- Depending on the nature of your interaction with us, some examples of personal data which we may collect from you include name, identification numbers such as NRIC, passport number, fin, work permit and birth certificate, residential address, email address, telephone number, nationality, gender, date of birth, marital status, employment information and financial information.
- Other terms used in this Notice shall have the meanings given to them in the PDPA (where the context so permits).

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

- We generally do not collect your personal data unless (a) it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your personal data to us (your “authorised representative”) after (i) you (or your authorised representative) have been notified of the purposes for which the data is collected, and (ii) you (or your authorised representative) have provided written consent to the collection and usage of your personal data for those purposes, or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws. We shall seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been notified to you (except where permitted or authorised by law).
- We may collect and use your personal data for any or all of the following purposes:
 - performing obligations in the course of or in connection with our provision of the goods and/or services requested by you;
 - verifying your identity;
 - responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
 - managing your relationship with us;
 - processing payment or credit transactions;
 - complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
 - any other purposes for which you have provided the information;
 - transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and
 - any other incidental business purposes related to or in connection with the above.
- We may disclose your personal data:
 - where such disclosure is required for performing obligations in the course of or in connection with our provision of the goods and services requested by you; or
 - to third party service providers, agents and other organisations we have engaged to perform any of the functions with reference to the above mentioned purposes.
- The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).

WITHDRAWING YOUR CONSENT

- The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop collecting, using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer at the contact details provided below.
- Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within five (5) business days of receiving it.
- Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in clause 8 above.
- Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.



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ACCESS TO AND CORRECTION OF PERSONAL DATA

12. If you wish to make (a) an access request for access to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data, or (b) a correction request to correct or update any of your personal data which we hold about you, you may submit your request in writing or via email to our Data Protection Officer at the contact details provided below.
13. Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.
14. We will respond to your request as soon as reasonably possible. In general, our response will be within seven (7) business days. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the PDPA).

PROTECTION OF PERSONAL DATA

15. To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures such as up-to-date antivirus protection, encryption, use of privacy filters, and disclosing personal data both internally and to our authorised third party service providers and agents only on a need-to-know basis.
16. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

ACCURACY OF PERSONAL DATA

17. We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by informing our Data Protection Officer in writing or via email at the contact details provided below.

RETENTION OF PERSONAL DATA

18. We may retain your personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.
19. We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.

TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE

20. We generally do not transfer your personal data to countries outside of Singapore. However, if we do so, we will obtain your consent for the transfer to be made and we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

DATA PROTECTION OFFICER

21. You may contact our Data Protection Officer if you have any enquiries or feedback on our personal data protection policies and procedures, or if you wish to make any request, in the following manner:

Contact No. : 61001551
Email Address : DPO@JFLennon.com
Address : 1 Commonwealth Ln, #07-10 One Commonwealth
Singapore 149544

EFFECT OF NOTICE AND CHANGES TO NOTICE

22. This Notice applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your personal data by us.
23. We may revise this Notice from time to time without any prior notice. You may determine if any such revision has taken place by referring to the date on which this Notice was last updated. Any changes we may make to this Notice in the future will be posted on our website. You are encouraged to review this page periodically to see any updates or changes to our Notice.
24. Your continued use of our services constitutes your acknowledgement and acceptance of such changes.



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The following sections contain the terms and conditions on which JF Lennon & Associates Pte Ltd (hereafter referred to as “JFL”, “JF Lennon”, “we”, “us”, “our”) will allow you (hereafter referred to as “Applicant”, “you”, “your”, “yourself”) to sign up (by submitting a Course Application Form, the “Application”), attend and receive JF Lennon’s Course (collectively, including any services, programs, any new features, the “Course”). Upon your acceptance of these Terms and Conditions, a binding and enforceable agreement (the “Agreement”) will be formed between yourself and JF Lennon.

PAYMENT TERMS

You hereby agree to the following Course payment terms and conditions:

- a) Course fee paid is good for one course only and is non-refundable, however it is transferable with additional 10% transfer fee;
- b) for any unforeseen need to reschedule the registered Course, you must inform and secure confirmation from JFL at least seven (07) days prior to start of Course date. Failing which a **S\$500.00 administrative and logistic fee will be chargeable** for each change made. You are allowed to reschedule the registered course once within six (06) months from the date of Application. Thereafter, a **S\$500.00 administrative fee** will be chargeable for each rescheduling made;
- c) you must complete the registered course within six (06) months from date of Application. Failing which JF Lennon reserves the right to forfeit the registered Course;
- d) all deposits are non-refundable and non-transferrable. In the event that a minimum deposit of the Course fee is made, the Course price offered will be valid for one (1) month from the date of application; after which this deposit shall be forfeited. It is therefore advisable that a deposit is placed only if you can complete execution of the Application within one (01) month;
- e) in the event that the full payment is not made within **five (05) working days** from the date of application, a **6% interest fee** (after all chargeable inclusions) applies;
- f) JFL reserves the right to change the Course dates and you will be notified; and
- g) you must submit a copy of National Registry Identity Card (NRIC) or other National Identity Card to complete the Application and verify the information provided to JFL is accurate and complete as set in Data Protection Policy.

NON-DISCLOSURE

For the purposes of this Agreement:

- a) “Intellectual Property” means all patents, copyright, design rights (whether registered or otherwise), trademarks, service marks, trade and business names, including the benefit of all registrations of and applications to register any of the aforesaid items, and all rights in the nature of any of the aforesaid items, anywhere in the world; and
- b) “Proprietary Information” when used in relation to JFL includes, but is not limited to, JFL’s Course materials (including all text, information, charts, calculations, formulae, diagrams, designs, images, software, graphics, and illustrations), its website (including the design and layout, colours and overall look and feel), the JF Lennon brand and its associated goodwill and reputation, and JFL’s proprietary techniques of trading on the Forex market, including strategies for any currency pair worldwide; systems that include (but are not limited to) the use of combinations of moving averages for any currency pair worldwide, the application and combination and indicators; trading and money management rules and guidelines, logic, parameters, etc.

In consideration of JFL allowing you to attend the JF Lennon Course and to receive Course information and materials relating to such Course, you hereby agree and acknowledge that:

- a) the information and materials including any service, products, opinions, statements, software, data, text, graphics, audio, video, links or any new features (collectively the “Content”) contained in the Course are provided for general educational and informational purposes only and solely intended for personal and non-commercial use;
- b) JFL is the sole and exclusive owner of the Proprietary Information and it constitutes the Intellectual Property of JFL;
- c) you shall not (whether for yourself or on behalf of any other third party) copy, publish, disclose, distribute, reproduce, republish, modify, alter, supplement, create any derivative work or sell in any form or by any means, in whole or in part, of the Proprietary Information without the prior written consent of JFL;
- d) you shall take all necessary and reasonable steps to prevent unauthorised disclosure or use of any and all of the Proprietary Information;
- e) you are registering for the Course in your personal capacity and with the intention of applying the techniques and knowledge obtained from such Course (collectively the “Know-How”) strictly for your own use and benefit only;
- f) you are not employed, affiliated or otherwise connected (whether directly or indirectly) to any organisation that teaches, provides or marketing training on Forex trading, or similar field;
- g) you will not use the Know-How for the benefit of any third party (whether as an employee, a consultant, or an independent contractor) that is not associated with JFL;
- h) you will not use the Know-How to provide any form of professional consulting, daily predictions, analytical or whatsoever services to any third party for profit or otherwise;
- i) you will not solicit monies from any third party to trade on the global Forex market;

x SIGN HERE



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- j) you will not teach, train or instruct (whether directly or indirectly) to any third party any of the Know-How comprised in the JFL Course and Content;
- k) you shall not represent (whether expressly or by implication) that JFL and/or its directors endorses you or any of your products and/or services;
- l) you shall not refer to JFL, its directors and/or any of the JF Lennon Course in any advertisements, brochures or publications in relation to yourself or your products and/or services, without the prior written consent of JFL;
- m) you shall not:
 - (1) hyperlink or in-link JFL's website and/or its trade marks to any website without JFL's prior written consent;
 - (2) refer to JFL's trademarks or its website in any way to suggest that you or your website is affiliated to or is endorsed by JFL; or
 - (3) create, own or operate any website that is identical or similar to the overall look and feel of JFL's website;
- n) if you are in breach of any terms in this Agreement, JFL shall be entitled to:
 - (1) forfeit any Course fee that you have paid;
 - (2) cease the Course that you are receiving without being liable to you in any way and prevent you from continuing with any of the JFL Course;
 - (3) claim damages for your breach of Agreement, including an account of profits or such other measure of damages permitted at law or in equity;
 - (4) seek an injunction to prevent any continuing or further breach of this Agreement; and
 - (5) seek an indemnity for its legal costs and expenses incurred in enforcing its rights at law and in contract.
- o) we reserve the right to modify or discontinue, temporarily or permanently, the Course (or any part thereof), and you will be notified of such modification or discontinuance. You agree that we will not be liable to you in whatsoever manner and any way for any modification, suspension or discontinuance of the Course including the Content and its services; and
- p) we may revoke you at any time for any reason whatsoever at our sole discretion. Upon such revocation, you agree that you shall no longer receive any Content, information and its services made in accordance with these Terms and Condition in this Agreement.

This Agreement (including the documents referred to herein) supersedes all prior representations, arrangements, understandings and agreements between the parties (whether written or oral) relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and understanding between the parties hereto relating to the subject matter hereof.

You warrant that you have not relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement. Without prejudice to the generality of the foregoing, save as expressly provided in this Agreement, (a) JFL gives no more promise, warranty, undertaking or representation to the Applicant, (b) JFL shall be under no liability in respect of the transactions contemplated by, and the subject matter of, this Agreement, and (c) all other warranties express or implied by law legislation or otherwise howsoever are hereby expressly excluded.

Each party agrees and undertakes to the other that no breach of this Agreement shall entitle it to rescind this Agreement, and that its remedies for any breach of this Agreement shall be solely for breach of contract, which remedies shall be subject to and in accordance with the provisions of this Agreement. If any provision or part of a provision of this Agreement shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.

A person who is not a party to this Agreement shall not have or acquire any right to enforce any term of this Agreement (including, but not limited to, any right to enforce or have the benefit of any exclusion or limitation of liability contained in this Agreement) under the Contract (Right of Third Parties) Act, Chapter 53B of Singapore. This Clause shall override any other Clause in this Agreement that is or may be inconsistent with it.

This Agreement shall be governed by the laws of the Republic of Singapore and the parties agree to submit to the non-exclusive jurisdiction of the Singapore courts. The parties expressly agree to exclude the jurisdiction of the Small Claims Tribunal in Singapore.