



# Financial Service Guide

15 AUGUST 2016

## **1 Purpose of this Financial Services Guide**

This Financial Service Guide (FSG) is issued by Bacera Co Pty Ltd (Bacera). Bacera is a company incorporated and registered in Australia (ACN 130 877 137). Bacera holds an Australian Financial Services License (AFSL 328794) issued by the Australian Securities and Investments Commission (ASIC). The purpose of this FSG is to provide you with key information about the type of financial services that Bacera offers. This ensures that you receive the necessary information needed to make an informed decision about whether you wish to use the financial services offered by Bacera.

## **2 About this Financial Services Guide**

This FSG is dated 15 August 2016. It is designed to provide you with important general information regarding our services and is typically issued prior to providing you with any of our financial products. The information contained within this guide includes the following:

- Documentation provided by Bacera
- Financial services and products provided by Bacera
- Financial advice provided by Bacera
- Compensation received by Bacera
- Dispute Resolution
- Professional Indemnity Insurance
- Personal information and associations
- How to contact Bacera

For further detailed information about Bacera services and products please contact Bacera via the contact information provided below.

## **3 Documentation Provided by Bacera**

Before you may open an account with Bacera you must review and confirm you understand Bacera's Product Disclosure Statement (PDS) and this FSG. The PDS contains information about Bacera's products, including the risks and benefits, fees and charges; how to trade in Bacera's products, significant characteristics and features and on tax considerations. The PDS and FSG are available on Bacera's website ([www.bacera.com.au](http://www.bacera.com.au)).

The PDS and FSG should be read in their entirety, and understood, before deciding to open a trading account with Bacera. You should keep this FSG, PDS, and all other documents provided to you by Bacera and any updated information that is provided to you by Bacera for future reference.

## **4 What is Bacera Co Pty Ltd?**

Bacera is a financial services company that is authorized to provide financial services in derivatives and Contracts for Difference (CFDs) to retail and wholesale clients. Bacera provides its clients with direct access to the Bacera ProTrader trading platform to enable them to trade on CFDs.

## **5 Who Bacera Acts For**

Bacera is a market maker and issuer of over-the-counter CFDs. Bacera does not act as your agent or broker in relation to transactions of Bacera products. Bacera acts as a principal, on its own behalf, when it provides financial services to you.

## **6 Financial Services and Products Bacera is Authorized to Provide**

Bacera is authorized under its Australian Financial Services License to carry on a financial services business to:

(a) Provide general financial product advice for the following classes of financial products:

- a. Derivatives; and
- b. Foreign Exchange Contracts;

(b) Deal in a financial product by:

- a. Issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:
  - i. Derivatives; and
  - ii. Foreign Exchange Contracts; and

(c) Make a market for the following financial products:

- a. Foreign Exchange Contracts; and
- b. Derivatives;

to retail and wholesale clients.

## **7 Financial Products Offered by Bacera**

Bacera offers the following financial products to its customers:

- Foreign Exchange CFDs
- Precious Metals CFDs
- Commodity CFDs
- Index Futures CFDs
- Share CFDs

## **8 Financial Advice Provided by Bacera**

Bacera only provides general advice, and does not provide specific personal advice to retail or wholesale clients. General advice does not take into account your particular financial objectives, situation, or needs and therefore will not issue a statement of advice.

Under Australian law, general advice can include information regarding Bacera's products and underlying markets, together with Bacera's opinions and analysis of Bacera's products and the underlying markets. Any information you have requested about Bacera's products and the underlying markets or discuss with a Bacera employee should be regarded as general advice only. The employee will not take into consideration your particular financial objectives, situation or needs. Market analysis and website content are examples of general advice provided by Bacera.

Bacera make no warranties or guarantees that the content of the advice is suitable for your individual situation. You should read and consider the relevant PDS and consider seeking independent advice before making any decisions about Bacera products and/or using the services offered by Bacera.

Bacera does not provide personal advice. If you require personal advice specific to your particular financial situation, objectives, or needs, you will need to speak to your own financial advisor. You should obtain professional financial

advice based on your own particular circumstances before making an investment decision based on the general advice provided by Bacera.

## 9 Compensation Received by Bacera

Bacera may charge its clients fees or commissions for opening/holding/closing positions on Bacera's products. The calculation of the price to be paid (or the payout to be received) for products offered by Bacera at the time the contract is closed (either bought or sold) will be based on Bacera's best estimate of market prices and the expected level of interest rates, implied volatilities and other market conditions during the life of the financial contract. A full description of the amounts we charge and when they will be charged can be found in Bacera's PDS.

**Spreads** - Bacera earns its income from the bid/ask spreads that are embedded in the price quotes on the Bacera ProTrader platform (ProTrader). The Spread is the difference between the Bid and Ask price at which you buy and sell CFDs. You may incur a mark-up within the spread depending on various factors, including rebates agreements, currency pair, market conditions, size of the trade, and prevailing market rates.

**Swap Rates (Rollover)** - You may also be charged or credited a "Swap Fee" for holding CFDs overnight with Bacera. These fees will vary from day to day and product to product.

**Rebates** - Bacera may compensate a Referral Party for referring clients to Bacera and such compensation may be on a per-trade basis or other method upon Bacera's discretion.

**Commission** – The amount of commission paid to a Referral Party is negotiated on an individual basis and the commission paid to referring parties varies. All clients will be asked to agree to commission charges prior to any such commissions being charged, via a commissions consent form.

**Commissions on CFD Trades** – In addition to possible commission paid to a Referral Party, there is a commission is charged on certain CFD trades as a flat fee per lot.

**Taxes** – You are responsible for any stamp duty, transaction duty, GST or similar goods and services or value added tax payable in respect of services provided to you by Bacera.

When you enter into transaction you will be required to pay an initial margin. You may also be required to pay additional margin in the event of adverse market movements against your position(s). Such payments are not fees or costs but are funds required by Bacera to cover our risk and as security for the client's obligations.

## 10 Administrative Fees

All charges are inclusive of GST (where applicable).

Function	AU Client Fee	Foreign Client Fee
<u>Withdrawals</u>		
Telegraphic Transfer	20.00 AUD/USD	20.00 AUD/USD
<u>Deposits</u>		
USD Telegraphic Transfer	Free (Minimum Required)	Free (Minimum Required)
AUD Telegraphic Transfer	Free (Minimum Required)	Free (Minimum Required)
Credit Card	Free (Minimum Required)	Free (Minimum Required)

### Credit Card Funding Processing Time

Credit Card deposits made by Bacera Co Pty Ltd clients are processed Merchant Warrior, a third-party credit card transaction processor. Pursuant to regulatory requirements, transactions made via Merchant Warrior may require up to 1-2 business days to be credited to your Bacera trading account. However, please note that in some cases, delays in processing may occur which may result in longer processing times.

### Credit Card Verification

All credit card deposits are subject to approval. Deposit limits and other restrictions apply. Initial deposits made with a credit card upon request may require a recent statement or a copy of the card to confirm ownership. The cardholder's first and last name, as well as the last four digits of the card, must be legible in order for the statement/card to be acceptable.

### Minimum Credit Card Deposit

The minimum deposit for use of our online system is \$300 AUD/USD.

### No Third Party Payments

Bacera does not accept funds for any trading account via a third party. We can neither guarantee the receipt, nor the return of such payments. Please keep in mind that restrictions on third party payments are set by banks and Australian authorities, which have developed extensive procedures, regulations, and laws to stop the transfer of illegal funds, commonly known as money laundering.

### Withdrawal Restrictions

Funds deposited via credit card are eligible for withdrawal only after 30 business days from date of deposit. Please note that if a client opens and funds an account with Bacera, and closes the account without initiating trade activity, the Client will be liable for all transaction fees accrued in the process of remitting funds. Administrative Charges are subject to change at Bacera's Discretion. (For more information regarding Bacera's discretion, please refer to Section 2.21 of the PDS.)

## **11 Remuneration**

Our employees are remunerated by way of salary and other employee benefits. They may also be eligible for a discretionary bonus which is based on achievement of predetermined business objectives such as meeting or exceeding standards of excellence in client service.

Please note that certain types of remuneration rewarded to our employees may be benefits given by our clients in relation to the issue or sale of a financial product by Bacera, which include benefits that have been authorized by the client with their clear consent.

## **12 Dispute Resolution**

Bacera strives to assist its Clients with any issues or concerns they may have with our products and services. We work diligently to resolve any problems brought to our attention. We utilize internal and external dispute resolution procedures to resolve disputes we receive from our Clients. Our dispute resolution procedures can be read in detail in our PDS. Initially, all disputes received in writing will be handled and investigated internally by Bacera's Compliance Department.

Contact Bacera's Compliance Department to formally lodge your dispute. Please submit your dispute in writing via email, fax, or letter utilizing the contact information listed in Section 14 of this FSG. Your concerns will be addressed as promptly as possible – typically Bacera seeks to resolve all client disputes within 14 days.

If you, the Client, feel the resolution reached by the company is not satisfactory, you have the option to escalate your concerns to an external dispute resolution scheme. If you are dissatisfied with the resolution that Bacera has proposed, you have the right to take your dispute to the Financial Ombudsman Services (FOS). The FOS is an ASIC approved external dispute resolution scheme, of which Bacera is a member (Membership No. 13333), and can be reached at 1 300 780 808 (Australia). You may also make a dispute at the ASIC free call info line at 1300 300 630 (Australia).

## **12 Professional Indemnity Insurance**

Bacera has professional indemnity insurance arrangements in place which satisfies the requirements for compensation arrangements under section 921B of the Corporations Act. These arrangements are in place to compensate individuals who suffer loss or damage as a result of a breach of Bacera's obligations. Our professional indemnity insurance takes into account the nature and volume of our business, the number of clients and types of clients we have, our representatives and the maximum potential extent of liability. Our Professional Indemnity Insurance also covers a claim in relation to the conduct of representatives and employees who no longer work for us but who did at the relevant time.

## **13 Personal Information and Associations**

In accordance with the Anti-Money Laundering and Counter-Terrorism Act 2006, Bacera has an obligation to collect information and verify the identity of its clients. This information is referred to as Know Your Client or KYC information. Bacera will carry out its customer identification and verification procedures in accordance with the Privacy Act 1988.

Bacera does not have any relationships or associations with other financial institutions which might reasonably be expected to be capable of influencing us in providing financial services to you.

Before conducting business with any so-called "branch office" or "representative office" of Bacera Co Pty Ltd, please contact Bacera directly using the contact information contained within this FSG to verify the authenticity of these offices.

## **14 How to Contact Bacera**

Registered Address:	Bacera Co Pty Ltd Level 1, 12 O'Connell Street Sydney, NSW 2000 Australia	Business Address:	Bacera Co Pty Ltd Suite 802, Level 8, 99 Mount Street North Sydney, NSW 2060 Australia
Phone:	61 2 8459 8050		
Fax:	61 2 8088 7423		
Email:	info@bacera.com.au		
Website:	www.bacera.com.au		
Office Hours:	9AM – 5PM AEST		