

FINANCIAL SERVICES GUIDE

Trademax Group Pty Ltd

ABN 76 162 331 311

Australian Financial Services Licence No. 436416

Date: 15 December 2015

1. ABOUT THIS FINANCIAL SERVICES GUIDE (FSG)

This Financial Services Guide **(FSG)** which is dated 15th December 2015, has been prepared and issued by Trademax Group Pty Ltd; ABN 76 162 331 311; AFSL 436 416 **(Trademax, we, us** or **our)** to inform you of the financial services provided by us and to comply with our obligations as the holder of an Australian Financial Services Licence (AFSL).

Important general information contained within this FSG includes:

- Who we are and how you can contact us
- The services and products we are authorised to provide to you
- How we are remunerated for these services and costs to you
- Disclosure documents that you will receive
- Who we act for and any potential conflicts of interest
- Our internal and external dispute resolution processes
- How we handle your personal information

2. WHO WE ARE, THE SERVICES WE OFFER AND OUR ADVICE POLICY

Trademax holds Australian Financial Services Licence 436 416 and is authorised to provide the following financial services to retail and wholesale clients:

- Deal in foreign exchange contracts, bullion contracts and derivatives
- Provide financial product advice in relation to foreign exchange contracts, bullion contracts and derivatives
- Make a market in foreign exchange contracts, bullion contracts and derivatives

We will provide you with only **general advice** about the markets related to our financial products, which does not take into account your specific financial situation, needs or objectives. You should seek independent professional advice to determine whether our general advice is appropriate for your circumstances. We do not provide **personal advice**.

3. FINANCIAL PRODUCTS WE OFFER

Under this FSG, Trademax offer the following financial products (collectively referred to as Trademax OTC Contracts) to its clients:

- Margin Foreign Exchange, in respect of all major currencies and currency crosses (Margin FX Contracts)
- Margin Bullion, in respect of Gold and Silver (Margin Bullion Contracts)
- Such other products as are notified to you from time to time.

4. WHO WE ACT FOR

Trademax is responsible for the financial services we provide to you under our Australian Financial Services Licence. Trademax is a market maker, not an agent, when dealing in its financial products, which are over-the-counter (OTC) derivatives. We act as principal in all transactions with you in respect of the financial products offered by us.

5. OTHER DOCUMENTATION YOU MAY RECEIVE

All of our financial products and services (refer sections 2 and 3) are issued under a Product Disclosure Statement (PDS). This document contains specific information regarding particular products which we issue, including terms and conditions, any significant risks and fees, costs or benefits which may apply. The PDS is provided to assist you in making an informed decision about whether to acquire or utilise those financial products and is available on our website, along with this FSG and our Client Agreement. We recommend you read and understand the contents of these documents before transacting with us.

6. USING OUR SERVICES

If you wish to use the services and products offered by Trademax, please go to our website (http://www.trademax.com.au/), where you can access information and documents necessary for opening an account with us and download our trading platform (trademax trader). Trading Trademax OTC contracts can only be done using Trademax trader.

7. COSTS OF OUR PRODUCTS AND HOW TRADEMAX DERIVES ITS INCOME

Trademax's PDS provides details regarding specific transaction fees, costs and benefits associated with holding an account with us and trading Trademax OTC contracts. Trademax does not charge any commission for trading our financial products and generally earn our revenue from the spread in the price of the Trademax OTC contract and the volume traded. The spread means the difference between the Bid price (price at which Trademax buys/you sell) and the Offer price (price at which Trademax sells/you buy) for the base currency expressed against the terms currency. The size of the spread may differ depending on the specific currency pair or derivative product traded. Fees, costs and benefits when trading in Trademax OTC contracts may include any or all of the following:

- Rollover (swap) charge or benefit calculated at our rollover (swap) rates
- Margin payment
- Interest charges applied to debit balances
- Conversion fee
- Administration charges (bank and exchange fees related to your account)

Where you have been referred to Trademax by a third party, we may be required to share a percentage of our revenue derived from your account with the referring party. This arrangement should have been disclosed to you by the referring party in question.

8. EMPLOYEE REMUNERATION

Trademax employees are remunerated by way of salary and other employee benefits. A discretionary cash bonus may be paid to employees as part of their remuneration, based on their individual performance, the performance of their business unit and/or the Trademax Group as a whole. In addition, Trademax employees may also earn performance based commission and/or other monetary rewards, calculated by reference to predetermined business objectives that may include contribution to company profitability, client service, risk management and marketing.

9. INTEREST AND CLIENT MONEY

Trademax is solely entitled to any interest earned on funds held in client trust accounts, although we may pay interest to clients at our discretion. Such interest is payable to us from the relevant client trust account(s) and you authorise us to transfer this interest as and when we determine.

Trademax strictly adheres to Australian Client Money Rules, which are detailed in Regulatory Guide 212 (RG 212). All client money is held by us in client money trust accounts and kept separate from Trademax's own funds. Client moneys are co-mingled with other client funds in one or more accounts, held with Australian authorised deposit-taking institutions (usually a bank). Any client moneys received by Trademax must be deposited by us into a trust account within two (2) business days (either day of receipt or next business day).

10. CONFLICTS OF INTEREST

Trademax, its Associates and/or other Persons connected with Trademax may have an interest, relationship or arrangement that is material in relation to any Trademax OTC contract entered into with us. We may provide services to third parties whose interests may be in conflict (taking an opposite position) or competition (to acquire the same or similar position) with your interests. We will not deliberately favour another person over you or vice versa. Trademax is an OTC contracts issuer and not a broker.

Accordingly, you will be trading these financial products directly with us and not on any financial market or exchange. As the contract issuer, we set the prices that refer to, but may not always be the same as, those in the Underlying Market. We will always act as principal, not as an agent, for our own benefit in respect of all Trademax OTC contract transactions with you.

11. COMPENSATION INSURANCE

Trademax has professional indemnity insurance in place which satisfies the requirements for compensation arrangements pursuant to section 912b of the Corporations Act (2001). This policy covers claims made against Trademax in relation to professional services provided by our current and former employees.

12. TRADEMAX'S PRIVACY POLICY

We will require you to provide personal information in the course of transacting with us. Trademax collects, maintains, uses and discloses personal information in the manner described in our Privacy Policy. This is primarily for processing your application and complying with certain legal obligations, such as Anti-Money Laundering and Counter-Terrorism Financing laws. Our Privacy Policy is available on our website.

13. COMPLAINTS AND DISPUTE RESOLUTION

We have an internal dispute resolution process in place to resolve any concerns or complaints you may have, quickly and fairly. Any concerns or complaints should be directed to the Complaints Officer either by email (compliance@trademax.com.au) or in writing to Trademax's postal address. Your written notice should specify the nature of the complaint, including all relevant details, as well as your desired outcome and how this may occur.

The Complaints Office will, on receipt of your written notice:

- Provide a written acknowledgement of your complaint within five (5) business days and indicate a timeframe in which Trademax will formally respond to your complaint
- Consider and investigate the circumstances of your complaint, which may also involve communicating directly with you
- Notify you in writing of our decision, including the reasons why and any potential remedies, within twenty (20) business days from receipt of your complaint
- If your complaint is not resolved within 20 business days, the Complaints Officer will inform you in writing of the reasons for the delay

Where you have any redress (financial or otherwise), we will provide that redress promptly. If the complaint can't be resolved to your satisfaction by Trademax through our internal dispute resolution process, you have the right to refer your complaint to the **Financial Ombudsman Service (FOS).**

FOS is an independent and external disputes resolution scheme, of which Trademax is a member.

You may lodge your complaint with FOS by sending the relevant information and documents to:

Financial Ombudsman Service

GPO Box 3

Melbourne VIC 3001 Phone: 1300 780 808 Fax: (03) 9613 6399 Website: www.fos.org.au

Before FOS will deal with your complaint, you must have first lodged a formal complaint with us and given us time to investigate and resolve the dispute.

14. CONTACT DETAILS

Trademax Group Pty Ltd

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One International Tower,

100 Barangaroo Avenue,

Barangaroo NSW2000, Australia

Postal Address: GPO Box 826, Sydney NSW 2001

Phone: +612 8036 8388 Fax: +612 8036 8389

Email: customerservice@trademax.com.au