



CapitalFX

PRODUCT DISCLOSURE STATEMENT

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Section 7: Glossary Page 28 Section 1 – Important Information

1.1 This PDS

This Product Disclosure Statement (PDS) is dated 21 June 2019 and was prepared by Gleneagle Securities Pty Limited Company Number 40256; incorporated in Vanuatu and an authorised securities dealer, trading as CapitalFX (CapitalFX), as the issuer of the following over the counter (OTC) Products:

- spot foreign exchange currency pairs (Spot FX Product);
- spot metals (Spot Metals Product);
- Indices; and
- Commodity Derivatives collectively referred to as CapitalFX Products.

All financial products issued by CapitalFX are over-the-counter-derivative financial products and are not exchange-traded financial products.

This PDS describes the key features of CapitalFX Products, their benefits, risks, the costs and fees of trading in CapitalFX Products and other related information. CapitalFX Products are sophisticated financial products so you should

read this PDS and the Financial Product Service Terms in full before making any decision to invest in them.

In particular, please read the Key Information in Section 3 and the Significant Risks in Section 4.

This PDS is designed to help you decide whether the CapitalFX Products described in this PDS are appropriate for you. You may also use this PDS to compare this financial product with similar financial products offered by other issuers.

Some expressions used in this PDS have definitions given in the Glossary at the end of this PDS (see Section 7).

1.2 Your Liability

Your potential liability is not limited to the amount you pay or we keep in the CapitalFX Trust Account. We may ask you to pay amounts in excess of those amounts to cover any shortfall.

Your liability on CapitalFX Products can be unlimited.

You should carefully consider the risks of CapitalFX Products and your capacity to meet your liability before investing in CapitalFX Products.

1.3 CapitalFX does not give personal advice

CapitalFX will not give you personal financial advice. This PDS does not constitute a recommendation or opinion that CapitalFX Products are appropriate for you.

Potential investors should be experienced in OTC and derivative financial products and understand and accept the risks of investing in CapitalFX Products. The information in this PDS is general only and does not take into account your personal objectives, financial situation and needs. This PDS does not constitute advice to you on whether CapitalFX Products are appropriate for you. This PDS describes the CapitalFX Products which are issued to you in accordance with the Financial Product Service Terms. You should read all of this PDS and the Financial Product Service Terms before making a decision to deal in financial products covered by this PDS. We recommend that you contact us if you have any questions arising from this PDS or the Financial Product Service Terms prior to entering into any Transactions with us. CapitalFX recommends that you obtain independent legal, financial and tax advice before trading.

1.4 Your Suitability to Trade CapitalFX Products

If we ask you for your personal information to assess your suitability to trade CapitalFX Products and we accept your application to trade CapitalFX Products, this is not personal advice or any other advice to you. You must not rely on our assessment of your suitability since it is based on the information you provide and the assessment is only for our purposes of deciding whether to open an Account for you and is separate from your decision to trade CapitalFX Products. You remain solely responsible for your own assessments of the features and risks and seeking your own advice on whether these CapitalFX Products or any particular OTC Products are suitable for you.

1.5 Currency of PDS

A copy of this PDS and the Financial Product Service Terms can be downloaded from the website or you can call CapitalFX to request that a paper copy of them be provided to you free of charge.

The information in this PDS is up to date at the time it was prepared but is subject to change at any time. Any updates will be posted on the CapitalFX website (www.capitalfx.io). If the new information is information which is materially adverse to you, we will issue either a new PDS or a supplementary PDS containing the new information. If the new information is not materially adverse to you, you will be able to find updated information on the CapitalFX website (at www.capitalfx.io) or by calling CapitalFX using the contact details given in this document. If you ask, CapitalFX will send you without charge a paper copy of the information.

1.6 Contact

CapitalFX can be contacted at:

Email: support@capitalfx.io

Website: www.capitalfx.io

Section 2 – Features

Key Information

2.1 Key Features of CapitalFX Products

- CapitalFX Products are sophisticated, high-risk, over-the counter financial products issued by CapitalFX. They are not exchange-traded.

- Each CapitalFX Product which is agreed and entered into with you will be entered into by CapitalFX as principal. CapitalFX makes a market in its products since it regularly states the price at which it is prepared to deal with a client as principal.
- Unlike products traded on an Exchange, OTC products are not forced to have the same standardised contract specifications as the exchange traded products. The sizes of the CapitalFX Products are expressed in Lot Sizes, depending on the particular financial product traded.
- You (the Client) must fund your Account with CapitalFX before CapitalFX Products may be issued to you. You do this by paying at least the Initial Margin.
- You remain liable to pay later Margin amounts and to maintain the required amount of Margin. If you do not maintain the required Margin or you do not pay the required Margin call by the required time, your CapitalFX Products can be Closed Out and you remain liable to pay for any remaining shortfall.
- There is high degree of leverage in CapitalFX Products because you pay to CapitalFX only Margin, not the full face value. All payments to CapitalFX for CapitalFX Products are paid as Margin, therefore the more Margin you pay, the less leverage you have.

2.2 Key Benefits of CapitalFX Products

- Hedging: CapitalFX Products can be used as important risk management tools. For example, OTC contracts for FX are used to hedge foreign exchange currency exposures, protect against adverse exchange rate movements and provide certainty of foreign exchange rates and cash flow. Metal Products can give some protection against movements in the market price of the underlying asset and provide increased cash flow certainty.
- Speculation: CapitalFX Products can be used for speculation, with a view to profiting from fluctuations in the underlying market, e.g., exchange rate fluctuations for FX or the market

price of the underlying asset for Metal and Commodities Products.

- Profit potential in both rising and falling markets: Since the markets are constantly moving, there are almost always trading opportunities, whether a currency is strengthening or weakening in relation to another currency or the market price of the underlying asset is rising or falling. There is a potential for profit (and loss) in both rising and falling markets depending on the strategy you have employed. Strategies may be complex and each strategy will have different levels of risk associated with them.
- Tailored – A major benefit of entering into CapitalFX Products is that the transaction is not forced to have the same standardised contract specifications as the exchange traded contracts. For example, CapitalFX allows you to enter into transactions in smaller amounts for example 0.01 of a Lot, whereas exchange-traded contracts are a standard size.
- Leverage: The use of CapitalFX Products involves a high degree of leverage. These OTC products enable a Client to outlay a relatively small amount (in the form of Initial Margin) to secure an exposure to the full face value of the product. This leverage can work against you as well as for you. The use of leverage can lead to large losses as well as large gains.

2.3 Key Risks of CapitalFX Products

This is an outline of the key risks of investing in CapitalFX issued products. For a description of all of the significant risks, please see Section 4.

- Leverage – CapitalFX Products are highly leveraged. This is because the amount you pay (Margin) to CapitalFX is significantly less than the full face value. You should be prepared for the greater risks from this kind of leveraged investment, including being liable to pay CapitalFX more Margin and those Margin requirements changing rapidly in response to changes in the relevant underlying market.
- Loss of your moneys – Your potential losses on dealing in CapitalFX Products may exceed the amounts you pay (as Margin) for your

CapitalFX Products, or amounts CapitalFX holds in CapitalFX's Trust Account.

- Unlimited loss – Your potential losses on CapitalFX Products may be unlimited.
- Limited recourse – CapitalFX limits its liability to you under the terms of the CapitalFX Products by the extent to which CapitalFX actually recovers against its Hedge Counterparty and allocates that to your CapitalFX Products. This key risk is linked to “counterparty risk”. Both limited recourse risk and counterparty risk are further explained in Section 3 under “Your Counterparty Risk on CapitalFX”.
- Margining – You are liable to pay Margin before CapitalFX Products are issued and you may be required to pay more Margin before CapitalFX Products are Closed Out. Margin requirements can change rapidly. If you do not meet Margin requirements, including at little or no notice, all or portion of your CapitalFX Products may be Closed Out without notice to you.
- Foreign Exchange – CapitalFX Products which are denominated in foreign currency can expose you to rapid, significant and large changes to the value of your Trading Account.
- Counterparty risk – you have the risk that CapitalFX will not meet its obligations to you under the CapitalFX Products. CapitalFX Products are not exchangetraded so you need to consider the credit and performance risk you have on CapitalFX and the limited recourse arrangements. This is further explained in Section 3 under “Your Counterparty Risk on CapitalFX”.

2.4 Your suitability

Some key suitability considerations for you are:

- whether you have experience in trading in the financial products which relate to the CapitalFX Products you choose;
- whether you understand the terms of CapitalFX Products and how they work;
- whether you understand the concepts of leverage, margins and volatile markets and prices;
- whether you accept a high degree of risk in trading in CapitalFX Products;
- whether you understand that the nature of trading in OTC financial products such as CapitalFX

Products do not provide investors with interests or rights in the underlying financial products which relate to the CapitalFX Products;

- whether you understand the processes and technologies used in trading CapitalFX Products;
- whether you can monitor your investments in CapitalFX and manage them in a volatile market;
- whether you can manage the risks of trading in CapitalFX Products;
- whether you have financial resources to provide more Margin, especially on little or no notice; and
- whether you can bear substantial losses that might arise from trading in CapitalFX Products, especially the potentially unlimited losses on dealing in short CapitalFX Products.

Our assessment of your suitability is based on your information and any other information we ask and you give us. Our policy includes assessing the information you give us by your online responses, the information you give us and any responses you give us by email, telephone or in meetings. We may keep the information which you give us to help monitor our policy and for the requirements of a principal's license authorised to carry on the business of dealing in securities.

As a result of our assessment we might limit some features for your Account.

Our assessment of your suitability to trade in CapitalFX Products and any limits we set for your Account (or later change to those limits) should not be taken as personal advice to you to trade in CapitalFX Products nor does it imply that we are responsible for any of your losses from trading in CapitalFX Products.

To the extent permitted by law, we do not accept liability for your choice to invest in any CapitalFX Products so you should read all of this PDS carefully, consider your own needs and objectives for investing in these CapitalFX Products and take independent advice as you see fit.

Even if we assess you as suitable to commence trading CapitalFX Products with us, we urge you to use our demonstration accounts for a while to

ensure you are familiar with the terminology of CapitalFX Products and how they work.

2.5 Nature of CapitalFX Products

CapitalFX Products are sophisticated over-the-counter financial products that you buy from CapitalFX. The terms of any payment when it is Closed Out reflects the performance of an Underlying Security that you have chosen including, among others, foreign exchange and spot precious metals. The amount of profit or loss is determined by the difference between the price at which the CapitalFX Product is bought and the price at which it is Closed Out, adjusted to reflect interest payments (or swap, as it is commonly referred to) or any other charges where applicable (as described in Section 5). It is important to note that no physical delivery of either the CapitalFX Product or the Underlying Security takes place.

CapitalFX Products are tailored either by Lot sizes or units and do not have the same standardised contract specifications as exchange traded contracts. The terms of CapitalFX Products are based on the Financial Product Service Terms with CapitalFX, which apply to your Trading Account(s) and your CapitalFX Products.

All CapitalFX Products traded are subject to Margin requirements, which means you (the Client) are required to pay to CapitalFX at least the minimum required Margin.

Essentially, the amount of any realised profit or loss made on the CapitalFX Product will be equal to the net of:

- the difference between the Transaction Price of the CapitalFX Products when the Transaction is opened and the Transaction Price of the CapitalFX Products when the Transaction is Closed Out, multiplied by the units or Lots traded and the standard volume size per (1.00 Lot);
- for all CapitalFX Products any Finance Charge Adjustment / Finance Credit Adjustment on the position held overnight;
- any Transaction Fees payable in respect of the CapitalFX Products and any other charges (for more information on Fees and Charges see Section 5 of this PDS).

Your Equity will also be affected by other amounts you must pay in respect of your Account such as Finance Charges on your Account and conversion

costs (for more information on costs, fees and charges in respect of your Account, see Section 5 of this PDS).

2.6 Types of CapitalFX Products

2.6.1 Spot FX Product

A Spot FX Product is an OTC agreement to exchange an amount in one currency for an amount in another currency at an Exchange Rate agreed on the day of the trade. When you trade FX Products, you trade a combination of two currencies (known as a currency pair). An FX Product is opened by buying a CapitalFX Product which is based on either buying or selling the currency pair. The buying or selling is in reference to the buying or selling of the Base Currency (but remember no physical delivery ever takes place). For example if you were buying USDJPY, you would be buying USD by selling JPY, whereas if you were selling JPYUSD you would be selling JPY and buying USD.

Trades cannot be executed below set minimum trade sizes expressed as a portion of a Lot or unit and varies depending on the CapitalFX Products traded on the various MT4 Trading Platform, for instance the minimum Lot size traded on the MT4 Trading Platform Trading Account is 0.01 Lot (step 0.01 Lot(s)), with 1 Lot being equivalent to 100,000 units of Base Currency.

FX Products traded cannot be settled by the physical or deliverable settlement of the currencies on their Value Date; rather, these financial products can be rolled or swapped indefinitely until you decide to Close Out the Transaction i.e. FX Products do not have set expiry dates and will remain open until Closed Out. Refer to Section 3.17 under "Rolling over or swapping" for more details and for the relating fees and charges refer to the Section 5 "Finance Charge Adjustment/ Finance Credit Adjustment".

2.6.2 Spot Metal Product

A Spot Metal Product is an OTC agreement settled in cash by reference to buying or selling spot gold and silver at the Spot price agreed on the day traded against the US dollar.

A Metal Product is opened by either buying or selling by reference to the Spot metal traded against USD. For example if you were buying Gold spot, you would be buying gold by selling a

reference amount of USD, whereas if you were selling Mini Silver spot, you would be selling silver by buying a reference amount of USD.

Trades cannot be executed below set minimum trade sizes expressed as a portion of a Lot or unit and varies depending on the CapitalFX Products traded on the various MT4 Trading Platform, for instance the minimum contract size traded on the Prime Meta Trader Trading Account is 0.01 Lot (step 0.01 Lot) with 1 Lot of Gold being equivalent to 100 ounces and 1 Lot of mini silver being equivalent to 500 ounces.

Spot Metal Products traded cannot be settled by the physical or deliverable settlement of the spot metals on their Value Date, rather these products can be rolled or swapped indefinitely until you decide to Close Out the Transaction i.e. Spot Metal Products do not have set expiry dates and will remain open until Closed Out. Refer to Section 3.17 under “Rolling over or swapping” for more details and for the relating fees and charges refer to the Section 5 under “Finance Charge Adjustment/ Finance Credit Adjustment”.

2.6.3 Indices / Index (cash)

Trading in respect of movements in indices allows you to gain indirect exposure to a large number of different shares in one single transaction. They can also be used to take positions on the direction of a whole market without taking a view on the prospects for any particular company’s shares.

Indices derive their price from the real time fluctuations in the value of the index which makes up the Underlying Security for the CapitalFX Product, as calculated by the relevant Exchange or index sponsor, as the case may be for each particular index or, if that is not available, CapitalFX’s determination of the index level.

Similar to equity derivatives, prices are normally only quoted for Indices and can only be traded during the open market hours of the relevant futures Exchange (or within any more limited hours set from time to time by CapitalFX

When trading on futures Exchange, it is important to remember that the current price of the underlying futures contracts will not normally be the same as the price of the underlying index.

Indices allow you to trade anticipated market trends rather than individual shares or other financial

products. In addition, Margin requirements for Indices are typically lower than for equity derivatives.

Indices do not have set expiry dates and will remain open until Closed Out - refer to the Section 5 under “Finance Charge Adjustment / Finance Credit Adjustment” for the fees and charges relating to keeping the position open.

2.6.4 Commodity Derivatives

Commodity Derivatives are an easy way to access indirectly commodities markets, such as oil. Commodity Derivatives give traders and investors indirect exposure to the underlying commodity without physical delivery, with the trading features of CapitalFX Products being a simple alternative to directly trading in the exchange traded Futures Contract for those commodities.

All Commodity Derivatives will be cash settled.

Instead of directly trading on the futures Exchanges – with sometimes prohibitive contract sizes and high collateral requirements – investors can access leveraged commodity trading with reduced initial investment through Commodity Derivatives.

Trades cannot be executed below set minimum trade sizes expressed as a portion of a Lot or unit.

For instance, trading on MT4 Trading Platform, the Commodity Derivative minimum quantity of US Crude Oil is equivalent to 100 barrels of the underlying commodity, compared with the relevant Exchange’s minimum Futures Contract trade size of 1 contract equivalent to 1,000 barrels of the underlying commodity, which means easier and more flexible trading.

Commodity Derivatives have set Expiry Dates, upon or after which the position will be Closed Out automatically.

Commodity Derivatives will not incur any overnight Financing Charge Adjustment. All costs for Commodity Derivatives are factored in to the pricing.

Section 3 – How to Trade

3.1 Your Account

You need to establish your Account by completing CapitalFX's Account application form, which will be made available for you by contacting CapitalFX directly or online via the website www.capitalfx.io

Within your Account you may have one or more Trading Accounts. A Trading Account is a subaccount of your Account which is required to be established for a specific method of dealing, such as for dealings on an online trading platform or for dealings in a particular product.

By opening a Trading Account, you agree to the Financial Product Service Terms. Your Financial Product Service Terms set out the legal terms governing your Account and your dealing in CapitalFX Products.

3.2 Opening CapitalFX Products

The particular terms of each CapitalFX Product are agreed between you and CapitalFX before entering into the Transaction.

Before you enter into CapitalFX Products, CapitalFX will require you to have sufficient Equity (as defined in the Glossary in Section 7) to satisfy the Initial Margin requirement for the relevant Lots of CapitalFX Products you wish to acquire.

All of the payments which you make to CapitalFX are applied as Margin (and, if fees and charges are due, the actual Margin amount credited to your Trading Account will be an amount net of those fees and charges). The fees and charges for transacting CapitalFX Products with CapitalFX are set out in Section 5 of this PDS.

CapitalFX Products are opened with the specifications for either buying (going long) or selling (going short). You go "long" when you buy CapitalFX Products in the expectation that the price of the Underlying Security to which the CapitalFX Product is referable will increase, which would have the effect that the price of the CapitalFX Product would increase. You go "short" when you buy CapitalFX Products in the expectation that the price of the Underlying Security to which the CapitalFX Product is referable will decrease, which would have the effect that the CapitalFX Product will decline. You do not "sell short" the actual CapitalFX Product – it is the specifications of the CapitalFX Product that have the long or short trading conditions.

(References to "selling" CapitalFX Products are a short hand, common sense way of referring to buying

CapitalFX Products opposite to the one you have in order to Close it Out.)

3.3 Closing Out CapitalFX Products

CapitalFX Products do not expire or have a fixed term of existence, so they must be Closed Out by you or rolled into the next contract month prior to expiry otherwise the contract will be Closed Out by CapitalFX.

CapitalFX Products cannot be settled by physical or deliverable settlement of the Underlying Security on the Value Date and will be continuously rolled or swapped until they are Closed Out.

If you wish to Close Out CapitalFX Products before it expires and for the Open Positions to be 'netted out', you must select the Open Order with the view to closing the existing CapitalFX Product position (or part of it) at the Transaction Price quoted.

If, instead, you trade an equal and opposite CapitalFX Product to the open CapitalFX Product, each position will generate a floating (unrealised) profit or loss and will not be 'netted out'. However you should be aware that by not netting out positions additional fees and charges will be incurred and increased Margin requirements since both positions would be treated as Open Positions.

Profits and/or losses are realised if positions have been Closed Out. Profits and/or losses are unrealised if only one side of the transaction has been completed i.e. it remains an Open Position.

The amount of any profit or loss you make on a CapitalFX Product will be based on the difference between the amount paid for the CapitalFX Product when it is issued (including fees and charges) and the amount credited to your Trading Account when the CapitalFX Product is Closed Out (including allowance for any fees and charges).

Any profit or loss net of any fees and charges will be credited/ debited to your Equity in the Account Currency selected - refer to Section 6 under "Account Currency".

At the time that the CapitalFX Product is Closed Out, CapitalFX will calculate the remaining payment rights and obligations. Since you are required to enter into CapitalFX Products to Close Out the existing OTC Product, there may be a

Transaction Fee on the CapitalFX Product used to close the position – see Section 5 under “Costs, Fees and Charges”.

In volatile markets the Transaction Price quoted to you may not be available by the time that you chose to accept the price offered and you may require another quote.

In order to provide the CapitalFX Products to you in an efficient and low-cost manner, CapitalFX has discretion in determining closing Transaction Prices.

In general, without limiting CapitalFX’s discretion, it should be expected that CapitalFX will act reasonably and have regard to a range of relevant factors at the time, such as the value of the hedge contract taken by CapitalFX to hedge its CapitalFX Product issued to you, the closing price of the CapitalFX Product and any foreign currency exchange rates which are relevant due to the denomination of your CapitalFX Products or Trading Accounts. CapitalFX also has the right to decide to make an adjustment in any circumstance if CapitalFX considers an adjustment is appropriate. CapitalFX has a discretion to determine the extent of the adjustment so as to place the parties substantially in the same economic position they would have been in had the adjustment event not occurred.

CapitalFX may elect to Close Out a position (without prior notice to you) if an adjustment event occurs and it determines that it is not reasonably practicable to make an adjustment.

Although there are no specific limits on CapitalFX’s discretions, CapitalFX must comply with its obligations as a with a principal’s license authorised to carry on the business of dealing in securities, including to act efficiently, honestly and fairly.

3.4 Dealing

Quotes for Transaction Prices for dealing in CapitalFX Products are indicative only and so are subject to the actual price at the time of execution of your Transaction. There is no assurance that the CapitalFX Product will actually be dealt with at the indicative quote. You have a risk in price movement until you make the trade.

Quotes are normally only given and transactions made on CapitalFX Products, excluding FX Products and Metals Products, during the open market hours of the relevant Exchange on which the Underlying Securities are trading. The trading hours of the

relevant CapitalFX Product relating to the type of CapitalFX Trading Account are available on the CapitalFX website by selecting the relevant CapitalFX Trading Account and CapitalFX Product or by contacting CapitalFX.

Occasionally, CapitalFX may, within its discretion, impose limited trading hours.

CapitalFX may at any time in its discretion without prior notice impose limits on CapitalFX Products in respect of particular Underlying Securities. Ordinarily CapitalFX would only do this if the market for the particular Underlying Security has become illiquid or its trading status has been suspended or there is some significant disruption to the markets including trading facilities or the company has become externally administered.

You should be aware that the market prices and other market data which you view through CapitalFX’s online trading platforms or other facilities which you arrange yourself may not be current or may not exactly correspond with the Transaction Prices for CapitalFX Products quoted or dealt by CapitalFX.

If you access your Accounts and any online trading platform outside of the hours when live Orders may be accepted on the relevant market, you should be aware that the Orders may not be accepted until the relevant market is open to trading, by which time the current prices might have changed significantly.

Trades cannot be executed below set minimum trade sizes expressed as a portion of a Lot or unit for example 0.01 Lot. The minimum trade size available for each CapitalFX Product traded on the MT4 Trading Platform is displayed when the Order is placed for the CapitalFX Product selected on the order ticket on the MT4 Trading Platform or the information is available on the CapitalFX website.

3.5 Spread

When requesting a price quote for CapitalFX Products you will notice that there is a Bid Price and an Ask Price (collectively ‘the quotes’) being a lower and higher price at which you can place your Order. The difference between the Bid Price and Ask Price is termed the Spread and it provides an indication of where you can buy CapitalFX Products at, being the higher price, and where you can “sell” CapitalFX Products at, being the

lower price (see comment above, in Section 3 under “Opening CapitalFX Products”, on what is meant by “selling”).

CapitalFX may hedge its exposure to clients with CapitalFX Products at any time on or after the time it issues the CapitalFX Product and may later change that at any time by placing a corresponding hedge contract with its Hedge Counterparty. The Hedge Counterparty may hedge directly into the market or it may make a market itself in its hedge contract made with CapitalFX.

At any time, this Bid Price (sell price) represents the best current price at which you can sell CapitalFX Products and the “offer” or Ask Price (buy price) represents the best current price at which you can buy CapitalFX Products at that time in a Transaction with CapitalFX, subject to price movements up to the time of actual execution.

The spread that you will be actually quoted is displayed on the order ticket when your Order is placed on your MT4 Trading Platform.

Generally the spread quoted for the CapitalFX Products on your MT4 Trading Platform are competitive, but you should be aware that CapitalFX is responsible for setting the spread quoted for opening and closing CapitalFX Products and CapitalFX does not act as your agent to find you the best prices.

In order for you to break even the price that you exit your trade would need to be at a level that covers the spread and any fees and charges.

3.6 Valuation

During the term of CapitalFX Products, CapitalFX will determine the value of your Trading Account(s), based on the current value of the CapitalFX Products in your Trading Account(s) defined as your Equity (see the Glossary in Section 7). The current value of your CapitalFX Product positions is ordinarily marked to market on a continuous basis, using the Current Market Price being the price available to CapitalFX from its Hedge Counterparty.

Your Equity is used to assess your Free Margin against current positions and any potential new positions you may wish to take. (For a further explanation refer to this Section 3 under “Payments and Client Moneys” subheading “How are Margin requirements and Free Margin calculated?”.)

3.7 On-line trading platform

Your Trading Account may be accessible either via the MT4 Trading Platform, or by contacting the CapitalFX service desk. CapitalFX Products may be hedged with one or more Hedge Counterparties (described in this Section 3 under “Your Counterparty Risk on CapitalFX” subheading “Hedge Counterparty risk”).

All of your CapitalFX Products will use the MT4 Trading Platform.

You must carefully read and follow the operational rules for the MT4 Trading Platform. The MT4 Trading Platform may impose special operating rules regarding:

- ✦ paying Margin (such as when payment is posted as effective);
- ✦ how Margins are calculated or
- ✦ how Orders are managed.

We strongly recommend that prior to engaging in live trading you open a “demo” account and conduct simulated trading. This enables you to become familiar with the trading platform features and conditions.

There is also Online Help menu or user guide available on the MT4 Trading Platform which has a wealth of information relating to the operation of MT4 Trading Platform or you can contact CapitalFX using the contact details in Section 1 of this PDS

3.8 Pricing Model

You may only trade in and out of CapitalFX Products by using CapitalFX’s prices. CapitalFX offers prices based on a market making pricing model where the price available to CapitalFX is derived from its dealings with its Hedge Counterparties. CapitalFX may hedge its exposure to clients with CapitalFX Products at any time on or after the time it issues the CapitalFX Products and may later change that at any time. CapitalFX hedges with its Hedge Counterparty (not by placing orders directly into the market). CapitalFX’s Hedge Counterparty takes the other side of the transaction it makes with CapitalFX and it in turn may choose not to place its hedge contacts directly in the market or it might hedge directly into the market.

CapitalFX’s Bid and Ask prices to you are based on the corresponding prices offered by the Hedge Counterparty to CapitalFX, which generally (but is not limited to) is derived from the underlying

markets. Generally the prices of CapitalFX Products are set on the trading platform to give competitive pricing but you should be aware that CapitalFX is responsible for setting the prices of opening and closing CapitalFX Products and CapitalFX does not act as your agent to find you the best prices.

3.9 Confirmations of Transactions

If you transact in CapitalFX Products, the confirmation of that Transaction may be obtained by accessing the daily statement online on the MT4 Trading Platform or emailed to you, which you can print.

Once you have entered an Order, the MT4 Trading Platform will report the main features of your Transaction in a “pop-up” window. This is a preliminary notification for your convenience and is not designed to be a confirmation.

If you have provided CapitalFX with an e-mail or other electronic address, you consent to confirmations being sent electronically, including by way of the information posted to your Trading Account which is accessible on your MT4 Trading Platform. It is your obligation to review the confirmation immediately to ensure its accuracy and to report any discrepancies within 24 hours.

3.10 Payments and Client Moneys

Here is a simplified summary of payments when you invest in CapitalFX Products. A detailed explanation follows some of the scenarios further below, so please use this simplified summary as an introductory overview before reading the greater detail which follows later in this Section.

A. Establishing CapitalFX Products Position

(i) Payment of your moneys into the CapitalFX Trust Account

Moneys paid by you to CapitalFX for CapitalFX Products are initially deposited into a trust account maintained by CapitalFX, which is referred to in this PDS as the “CapitalFX Trust Account”.

Paying your moneys into the CapitalFX Trust Account is not payment to CapitalFX for your positions. Put another way, you do not satisfy your payment obligations to CapitalFX merely by having your moneys in the CapitalFX Trust Account.

For so long as your moneys remain in the CapitalFX Trust Account, they are held in trust for you and, pursuant to the Financial Product Service Terms, cannot be counted as payment for or credit for your Account (unless CapitalFX chooses to waive this) prior

to withdrawing the funds from the CapitalFX Trust Account.

CapitalFX may choose to credit your Trading Account with your payment CapitalFX Trust Account. This may be done as an advantage to Clients to facilitate dealing in CapitalFX Products having regard to available banking payment procedures, but if that is done by CapitalFX it should not be expected or be relied upon as always going to be done by CapitalFX.

(ii) CapitalFX Trust Account

The moneys paid by you into the CapitalFX Trust Account are held in trust for you and are segregated from CapitalFX’s own funds.

You should be aware that, generally, for trust accounts such as the CapitalFX Trust Account:

- Individual Clients do not have separate or segregated accounts.
- All Clients’ moneys are combined into one account.

(iii) Withdrawal from Global Prime FX Trust Account

Moneys are withdrawn from the CapitalFX Trust Account either to pay CapitalFX or to pay you.

You make your deposit by using the unique client reference number we give to you for your Trading Account.

If you do not use the client reference number when making your deposit, CapitalFX may ask you to confirm your direction before we can credit your Account to enable you to enter into a Transaction.

You are free to decide that it is more prudent for you to pay more than the required minimum Margin in respect of CapitalFX Products to reduce your risks from leveraging or to avoid any future time limits for meeting later Margin requirements that you cannot meet. Also, you need to pay CapitalFX before you trade (holding moneys in CapitalFX Trust Account is not payment to CapitalFX).

B. Margin Call payments

Here are the key features of Margining which are explained further in this Section:

- Margin is your payment to CapitalFX for the CapitalFX Product to be issued to you. The amount of Margin you pay (after it is withdrawn from the CapitalFX Trust Account, is credited to your Trading Account.
- When you have Open Positions, you are also liable to meet all calls for Margin.

Margin Call obligation

- You are also liable to meet all calls for Margin for your Trading Account.
- There is no limit as to when you need to meet Margin calls, how often you may be called or the amount of the Margin calls.
- The timing and amount of each Margin call for your Trading Account will depend on movements in the market price of the Open Positions and the changes to the Equity.
- You have an obligation to meet the Margin call even if CapitalFX cannot successfully contact you.
- You have a risk of all of your CapitalFX Products being Closed Out if you do not meet the requirement to meet a Margin call.
- This obligation (to meet Margin calls) is in addition to your obligation to maintain positive Free Margin for your Trading Account.

Maintaining minimum Margin obligation

- Apart from your Margin call obligations, it is your obligation to monitor the minimum amount of Margin required for your Account.
- It is your obligation to maintain the minimum required Margin at all times for so long as you have an Open Position in a CapitalFX Product, which means you must ensure that the Free Margin amount is positive at all times.
- CapitalFX is not obliged to notify (outside of MT4 Trading Platform) you about the amount of your Free Margin, though we may do so by email, telephone call or otherwise, as a courtesy.
- You have a risk of your CapitalFX Products being Closed Out if you do not have in your Account sufficient Margin credited to it, regardless of whether you have checked your Account's requirement for minimum Margin or whether you have tried to make a payment but it has not been credited to your Account.

Margin policy

CapitalFX applies the following main Margin principles:

- Each Client is required to pay a minimum required amount of Margin before issuance of CapitalFX Products.

The minimum amount is determined by CapitalFX based on a number of factors, including the market price of the underlying market, the Margin required to hedge the underlying market, the margin which CapitalFX is required to pay its Hedge Counterparty, CapitalFX's risk assessment of the Client, and any unrealised loss on your Trading Account at any point in time.

- Each Client is required to pay Margin before issuance of the CapitalFX Products in order to minimise credit risk to CapitalFX and that therefore benefits all Clients.
- Each Client is required to pay the minimum required Margin even if CapitalFX pays less (or nothing) to its Hedge Counterparty. This is to minimise the risk of any one Client materially benefiting from other Clients.
- Each Client's Account is promptly adjusted for Margin requirements according to market movement so that no Client is intentionally materially benefited from other Clients' trading. This could occur if, for example, the Client's Margin requirements are not adjusted in line with market changes or the credit risk on the Client.
- Each Client is required to pay Margin calls promptly and that is managed within the requirements of the Margin policy, so that no Client receives any material benefit or waiver which imprudently jeopardises CapitalFX and therefore increases the risks of other Clients to CapitalFX.

Paying Margin

As explained earlier in this PDS, you must pay the Initial Margin before the CapitalFX Product is issued to you. You must then maintain the minimum amount of Margin required by us. Separately, you must pay any further Margin when we require.

To pay Margin you must first deposit the funds into the CapitalFX Trust Account.

Leverage Rates

The full list of Leverage Rates for the MT4 Trading Platform applicable to the various CapitalFX Products is available on the MT4 Trading Platform or by contacting CapitalFX.

The Leverage Rates for the CapitalFX Products traded on MT4 Trading Platform is set at the default being 1:100. This can also be expressed as percentage being 1%. Clients can request to have the Leverage Rates increased up to 1:500 which needs to be approved by CapitalFX depending on the Client's suitability considerations.

How are Margin requirements and Free Margin calculated?

CapitalFX sets as detailed above the Leverage Rates used to calculate the amount of the Initial Margin requirements and, at any later time, may require more Margin to maintain the required amount of Free Margin.

The Initial Margin requirements will be set by CapitalFX and calculated by applying the Leverage Rates expressed as a percentage of the Contract Value of the relevant CapitalFX Product at the time the CapitalFX Product is established or a fixed dollar amount.

The Margin requirements if expressed as a percentage may be adjusted based on the Contract Value of the relevant CapitalFX Product at the Current Market Price.

Ordinarily the Initial Margin requirements are calculated to cover the maximum expected movement in the market at any time but the Margin requirement will change when the market changes and so might not be sufficient in all circumstances. Owing to the volatility of the market, the amount of minimum Free Margin required to maintain your Open Positions may change after a position has been opened. You need to ensure the Free Margin is positive at all times.

Therefore you should be aware that you can reach the stage of not having enough Equity (because the CapitalFX Products being marked to market) to the extent that your Account's Free Margin is or becomes negative. In this case you have not satisfied your obligation to maintain the minimum Margin requirements. The change in valuation of your

CapitalFX Products by marking to market is automatic so your Free Margin can become negative quickly, reflecting the rapid changes in the market values.

In order to return your Free Margin to positive, i.e., to satisfy the minimum Margin requirements, you may:

- Close Out existing positions to reduce your Margin requirements; or
- pay additional funds as Margin for your Account; or
- a combination of the above.

If these actions taken are not sufficient to return your Free Margin to positive then you risk all or some of your positions being automatically Closed Out.

Under the Financial Product Service Terms, your obligation to pay Margin arises from the time you have an Open Position. If the market moves so the Free Margin is negative, or CapitalFX increases the initial Margin requirement, you immediately owe the required Margin, regardless of if or when we contact you to pay more Margin.

Your obligation to maintain the minimum required Margin i.e. ensuring the Free Margin amount is positive remains at all times, whether or not we contact you and whether or not you log into your Account.

You will be required to provide the required Margin whether or not you receive a Margin call. In other words, you are responsible for monitoring your positions and providing the required level of Margin. You might receive notice about Margin requirements by email, SMS message or, when you access your Trading Account online, by pop-up messages on your screen, but you need to provide the Margin whether or not you receive notice.

The value of your CapitalFX Product positions is ordinarily marked to market on a continuous basis, which automatically leads to corresponding changes in Free Margin requirements for your Account. (Note, of course, that if the underlying market is not trading then the value might not change until the market re-opens and there might be a gap in prices/values at the time of re-opening.)

Here is an example of calculating Free Margin: You deposit \$8,000 and you pay CapitalFX in order for your Trading Account to be credited with \$8,000. You enter into CapitalFX Products and CapitalFX requires you to deposit Initial Margin of \$7,000. A short time later, there are fluctuations in the market and your unrealised loss on your Account is \$2,000. As a result, your Free Margin is negative \$1,000. In this case, you will need to make a Margin payment to CapitalFX for \$1,000 (or adjust your open positions).

Margin calls

Apart from your obligation to maintain the required amount of Margin, you are also obliged to meet Margin calls by paying the required amount by the time stipulated in the Margin call.

- If no time is stipulated, payment is required within 24 hours of the Margin call being made. Sometimes, however (such as in unusually volatile market conditions or rapidly falling market prices), little or no time may be stipulated for paying a Margin call (that is, immediate payment is required) or more than one Margin call may be made on the one day including at weekends or outside of local business hours.
- If you do not answer the telephone on the number you give us, or you do not read the emailed Margin call which was sent to the email address you gave us, you remain liable to meet the Margin call. That is why you need to be contactable 24 hours a day, 7 days a week.

Your Margin defaults

If you do not ensure that you maintain the required level of Margin or meet your obligation to pay Margin calls (even those requiring immediate payment), all of your positions may be Closed Out and the resulting realised loss deducted from any proceeds. Any losses resulting from Closing Out your Open Positions will be debited to your Trading Account(s) and you may be required to provide additional funds to CapitalFX to cover any shortfall. If you are trading through an online trading platform, you must read the rules of the platform particularly carefully. If you do not comply with your obligations, all of your Open Positions can be Closed Out automatically.

It is your responsibility to pay your Margin and meet Margin call payments on time and in cleared funds, so please keep in mind the possibility of delays in the banking and payments systems. If your payment is not credited by CapitalFX by the time you are

required to have the necessary Margin or meet the Margin call, you could lose some or all of your positions. CapitalFX may but need not give you any grace period. You should maintain a prudent level of Margin and make payments in sufficient time to be credited to your Account. Please see "Margin risks" in Section

4.

Accounts can be funded by electronic funds transfer from your account or from your credit/debit card.

C. Free Margin

If you (as our Client) have excess Margin, i.e., the Free Margin amount is positive and you request payment of an amount not exceeding the Balance on your Trading Account.

3.11 CapitalFX Product Order Types

You will be able to find out information about Orders that apply on the MT4 Trading Platform when you log in. This information is also available in the "Help" section of the MT4 Trading Platform. The following are examples of Order types that may be available to you. If you have any questions, please contact CapitalFX.

Important notice about this Section

When you submit a request to place one of the types of Orders described in this Section, CapitalFX has discretion as to whether or not to accept and execute any such Order. We will, at our discretion, accept or reject placement of any Orders.

Limit Order

Limit Orders are commonly used to enter and exit a market at predefined levels. The MT4 Trading Platform does not allow you to place limit orders at a specified price within a certain number of points of the current price. The limit levels for each CapitalFX Product are displayed on the CapitalFX website.

- Limit Orders to buy are placed below the current price and are executed when the "ask" price hits or breaches the price level specified. If placed above the current price, the order is filled instantly at the best available price below or at the limit price.
- Limit Orders to sell are placed above the current price and are executed when the Bid price breaches the price level specified. If

placed below the current price, the order is filled instantly at the best available price above or at the limit price.

When a limit Order is triggered, it is filled as soon as possible at the price obtainable on the market. Note that the price at which your Order is filled may differ from the price you set for the Order if the opening price of the market is better than your limit price. In the case of CapitalFX Products, the Order will be filled if possible, and any remaining volume will remain in the market as a limit Order.

Market Order

A market order is an Order to buy or sell at the current price as soon as possible i.e., if the market is closed, the Order may not be entered into the market until the market opens.

Stop-loss Order

CapitalFX may, in its discretion, accept an Order from you to enter or exit CapitalFX Products if the price moves to or beyond a level specified by you. This is known as a "stop-loss Order". The MT4 Trading Platform may not allow you to place Stop-loss Orders at a specified price within a certain number of points of the current price.

You would generally choose to place a Stop-loss Order to provide some risk protection or to enter a moving market. Stop-loss Orders are commonly used to exit positions and to protect investments in the event that the market moves against an Open Position.

For example, if your Open Position moves towards making a loss based on a level chosen by you, the Stop-loss Order would be triggered in order to try to close your Open Position or to open a position, depending on the Transaction you have.

- Stop-loss Orders to sell are placed below the current market level and your Stop-loss Order would be executed i.e., triggered if the market trades against you to a point that is beyond the stop-loss level specified by you (and accepted by us).
- Conversely, Stop-loss Orders to buy are placed above the current market level and your Stoploss Order would be executed i.e., triggered, if the market trades against you to a point that is beyond the stop-loss level specified by you (and accepted by us).

Note that Stop-loss Orders may not be executed at all and the execution of the Stop-loss Order is subject to market volatility and slippage.

All Stop-loss Orders are subject to agreement by us, so you cannot be assured that you will always be able to have a Stop-loss Order. While CapitalFX has absolute discretion whether to accept a Stop-loss Order, it will generally try to do so, subject to market conditions and the reasonableness of your Stop-loss Order. Your Stoploss Order may be unreasonable if, for example, the level you have specified is beyond the level allowed for Orders for the underlying currency and metals market.

Even if we accept your Stop-loss Order, market conditions may move against you in a way that prevents execution of your Stop-loss Order. For example, in volatile markets, our quoted prices might gap though your Stop-loss Order level, so that the closing level of quotes may be beyond the exact level specified by you. A gap in market prices reflects the market for the currencies and metals market, so can occur for any reason, without any apparent reason or at any time. Additionally, it may be that not all of the Stop-loss Order can be fulfilled because the underlying market does not have enough buyers and sellers in the volume of the underlying currencies or metals market to allow CapitalFX to hedge its transactions which it makes in order to completely fulfil your Stop-loss Order. If the opening price of the underlying currencies and metals market is beyond the level of your Stop-loss Order, your Order will be filled at the opening level, not at your Stop-loss Order level.

Trailing Stop Order

A sell trailing stop Order sets the stop price below the market price with an attached trailing amount. As the market price rises, the stop price rises by the trail amount, but if the stock price falls, the stoploss price does not change, and a market order is submitted when the stop price is hit. This technique is designed to allow an investor to specify a limit on the maximum possible loss, without setting a limit on the maximum possible gain. "Buy" trailing stop Orders are the mirror image of sell trailing stop Orders, and are most appropriate for use in falling markets.

When setting the stop price you should be careful not to set it too close to the current market price

being the price available to CapitalFX from being its only Hedge Counterparty, especially in a volatile market, since the stop price might be hit before the price starts to go up/down as you expect. On the other hand you should carefully consider how much you can afford to lose, if your prediction does not hold.

In any case, the Stop-loss Order of any kind is not a guarantee that it will actually be made. This is the case with any Order you place (and which is accepted by CapitalFX) as long as it is made in accordance with the Financial Product Service Terms.

3.12 Risk Limits

CapitalFX seeks to have the discretion and automatically closing positions at the current market value being the value available to CapitalFX from Hedge Counterparty, this is also sometimes referred to as the stop out level and the stop out level depends on the MT4 Trading

Platform. This is an internal process only and not a contractual term or assurance to you that any internal risk limit will avoid or minimise your losses on your Account. You should not rely on this as a loss limiting tool for your Account.

CapitalFX may, in its discretion, choose to impose a lower stop out level from time to time and later to vary that stop out level. This is an internal risk management decision of CapitalFX.

You should always set your own risk limits and monitor your positions.

The automatic closing of positions will occur if the Margin Level is less than 100%.

3.13 Market Conduct

All market participants (including CapitalFX) have a legal obligation to ensure that the financial markets they participate in are fair, orderly and transparent. CapitalFX Clients should be aware that some practices in placing Orders can constitute market manipulation or creating a false market which is prohibited conduct. It is the Client's responsibility to be aware of unacceptable market practices and the legal implications. The Client may be liable for penalties to regulators or be liable to CapitalFX for costs to CapitalFX arising out of those trading practices of the Client which lead to the Client, CapitalFX or any other person suffering loss or penalty.

Additionally, Clients should be aware that CapitalFX is entitled to refuse to accept an Order if CapitalFX believes that the Order (if executed) might constitute market manipulation or create a false market (or any other prohibited conduct).

3.14 Rolling over or swapping

FX Products and Metals Products that are "rolled over" or "swapped" (depending on which term applies to your particular FX Transaction – see the MT4 Trading Platform which you have chosen). If your position is rolled (or "swapped") to the next Value Date, you will receive a benefit or bear a cost on your original traded amount.

As a rule, the following applies: if you buy a currency with a higher interest rate than the currency you sell then you will receive a benefit at rollover. If you sell a currency with a higher interest rate than the currency you buy then you will incur a cost at rollover.

For example:

If you have a bought AUD/USD position (i.e. you have bought the Australian Dollar against the US Dollar) and interest rates are higher in Australia than in the USA, your Transaction will receive a benefit i.e., the interest differential between the two currencies if you do not Close Out the position before the settlement time. Your Transaction will receive the interest rate differential whilst the position remains open for holding the higher yielding currency.

However, if you have a bought AUD/USD position and the USA interest rate is higher than the Australian interest rate, your Transaction will bear a cost i.e., the interest differential between the two currencies if you do not Close Out the position before the settlement time. Your Transaction will be charged the interest rate differential whilst the position remains open for holding the lower yielding currency.

The benefit or cost can either be directly debited or credited to your Trading Account balance as a Finance Charge adjustment / Finance Credit Adjustment or reflected in the price at which the open position is rolled forward i.e. it is included in the price (or rate at which the contract is rolled). CapitalFX Products in respect of open FX Products and Metals Products held Overnight will incur a Finance Charge Adjustment or Finance Credit Adjustment, refer to Section 5 under "Finance Charge Adjustment / Finance Credit Adjustment".

3.15 Your Counterparty Risk on CapitalFX

When you deal in CapitalFX Products, you have a counterparty risk on CapitalFX. An element of counterparty risk is “credit risk” and this in turn is impacted by the “limited recourse” feature of CapitalFX Products, so you should consider your credit risk on CapitalFX having the financial resources at the time to pay you the amounts it owes you. The risk on CapitalFX is mitigated by CapitalFX hedging its CapitalFX Products.

Your credit risk on CapitalFX

You have credit risk on CapitalFX when your Equity (see the glossary in Section 7) has a net credit balance. Your credit risk on CapitalFX:

- depends on the overall solvency of CapitalFX, which is affected by CapitalFXs’ risk management;
- is affected by your limited recourse against CapitalFX.

Risks from CapitalFX’s Hedge Counterparty

It is possible that CapitalFX’s Hedge Counterparty may become insolvent or it is possible that other counterparties to the Hedge Counterparty may cause a default which reduces the financial resources or capacity for the Hedge Counterparty to perform its obligations owed to CapitalFX under the hedge contracts.

CapitalFX does not have control of the Hedge Counterparty’s trading and CapitalFX is not responsible for the solvency or trading of Hedge Counterparty nor is CapitalFX obliged to guarantee the solvency of Hedge Counterparty, therefore CapitalFX remains exposed to its Hedge Counterparty, in respect of its hedge contracts with CapitalFX.

Since CapitalFX is liable to you as principal on the CapitalFX Product, CapitalFX could be exposed to the insolvency of its Hedge Counterparty or other defaults which affect the Hedge Counterparty.

Limited Recourse

CapitalFX limits its liability to you (as a Client) under the terms of the CapitalFX Products by the extent to which CapitalFX actually recovers against its Hedge Counterparty, and allocates the proceeds to your CapitalFX Products. Put another way, if, after paying to you out of trust accounts amounts to which you are entitled or additional amounts which CapitalFX chooses to pay to you, there remains any shortfall

owing to you, then CapitalFX’s liability for that may be satisfied only by the extent to which CapitalFX is able to recover from its Hedge Counterparty.

It is therefore possible that CapitalFX might not fully recover from the Hedge Counterparty due to reasons not arising from your own CapitalFX Products, or it may incur costs in seeking the recovery or choose to terminate recovery efforts early, thereby reducing the proceeds available to CapitalFX to allocate in its discretion to your CapitalFX Product.

It is important to understand that you have no rights or beneficial interest in any product which CapitalFX has with its Hedge Counterparty and you cannot force CapitalFX to make any decision about seeking recovery against CapitalFX’s Hedge Counterparty. CapitalFX does not have the power to control its Hedge Counterparty and has no guarantee of financial support from it. You are dependent on CapitalFX taking any action to seek recovery. CapitalFX has complete discretion as to how it pursues that action, although CapitalFX would act honestly, fairly and efficiently in determining if and how to pursue that recovery action.

Broadly this is economically comparable with the same risk you would face if you were to deal in the market directly with the same Hedge Counterparty and incur your own costs of seeking recovery, perhaps in overseas jurisdictions. By dealing in these CapitalFX Products, you get the benefit of CapitalFX’s obligation to you as issuer of the CapitalFX Products and the benefit of CapitalFX dealing with a market participant who might not ordinarily deal with you directly. Solvency of CapitalFX

The risks you have by dealing with CapitalFX (due to CapitalFX being paid all of your moneys deposited into the CapitalFX Trust Account and Global Prime FX cannot be simplistically assessed by reference to historical financial information about CapitalFX or its Hedge Counterparty or general statements of principle.

The credit risk you have on CapitalFX depends on its solvency generally, as well as on the amount (and kind) of its capitalisation, its cash flow, all of its business risks, its Client and stock

concentration risks, its counterparty risks for all of its business and transactions (not just the CapitalFX Products), its risk management systems and actual implementation of that risk management, the limited recourse you have.

Your credit risk on CapitalFX will fluctuate throughout the day and from day to day, including due to its risk on the Hedge Counterparty, whose credit risk to CapitalFX (and so indirectly to you) cannot be assessed or verified on a continuous basis or perhaps reliably at all.

You should take into account all of those factors and not rely only on past financial statements since that could be materially incomplete information for your purposes, not current and therefore potentially misleading as a guide to the current solvency and creditworthiness of CapitalFX.

Hedge Counterparty risk

Global Prime FX will decide on its Hedge Counterparty on a case by case basis.

You should note that:

- CapitalFX is not responsible or liable for Hedge Counterparty's trading so CapitalFX does not guarantee or assure the financial performance of any Hedge Counterparty including its hedge contracts with CapitalFX.
- No Hedge Counterparty has been involved in the preparation of this PDS nor authorised any statement made in this PDS relating to it.
- A Hedge Counterparty has no contractual or other legal relationship with you as holder of the CapitalFX Products. Hedge Counterparty is not liable to you and you have no legal recourse against Hedge Counterparty (because CapitalFX acts as principal to you and not as agent) nor can you require CapitalFX to take action against Hedge Counterparty.
- CapitalFX gives no assurance as to the solvency or performance of any Hedge Counterparty. CapitalFX does not make any express or implied statement about the solvency or credit rating of any Hedge Counterparty.
- The regulation of a Hedge Counterparty is no assurance of the credit quality of the Hedge Counterparty or of any regulated or voluntary scheme for meeting the claims of creditors of the Hedge Counterparty.

- The credit quality of the Hedge Counterparty can change quickly. CapitalFX is not able to make assessments of the credit quality of its Hedge Counterparty which it can disclose and reports by independent credit rating agencies may not be available because of their lack of consent or because they are not licensed to allow such reports to be cited in PDS given to retail clients.
- If CapitalFX becomes aware that material information about the Hedge Counterparty changes or a significant matter later changes, CapitalFX will issue a supplementary product disclosure statement, or a new product disclosure statement. If the new information is not materially adverse to you, CapitalFX will provide the updated information on its website.

CapitalFX is not authorised to set out in this PDS any further information published by the Hedge Counterparty and CapitalFX takes no responsibility for third-party information about the Hedge Counterparty which may be available to you.

If you require further information about the Hedge Counterparty used by CapitalFX before deciding whether to invest in CapitalFX Products, please first contact the Hedge Counterparty. CapitalFX will also reasonably assist you to locate such other information as is publicly available to CapitalFX.

Section 4 – Significant Risks

Using CapitalFX Products involves a number of significant risks. You should seek independent advice and consider carefully whether CapitalFX Products are appropriate for you given your experience, financial objectives, needs and circumstances.

4.1 Key Risks

You should consider these key risks involved in CapitalFX Products:

KEY RISKS	IMPORTANT ISSUES
Loss from Leverage:	<ul style="list-style-type: none"> ▪ CapitalFX Products have leverage which can

KEY RISKS	IMPORTANT ISSUES
	<p>lead to large losses as well as large gains. The high degree of leverage in CapitalFX Products can work against you as well as for you.</p> <ul style="list-style-type: none"> ▪ The leveraging in CapitalFX Product gives a moderate to high risk of a loss larger than the amounts you pay CapitalFX as Margin. It can also cause volatile fluctuations in the Margin requirements.
<p>CapitalFX Products may have unlimited loss:</p>	<ul style="list-style-type: none"> ▪ There is a moderate to high risk of your potential loss being unlimited if the market moves against you. ▪ You can minimise the risk of losses by monitoring your Open Positions and Closing Out the positions before losses arise.
<p>Client moneys may be withdrawn :</p>	<ul style="list-style-type: none"> ▪ The money which you pay into the CapitalFX Trust Account may be withdrawn in a number of circumstances. ▪ Moneys withdrawn from the CapitalFX Trust Account are either to pay CapitalFX or to pay you. Moneys withdrawn to pay CapitalFX are CapitalFX's moneys (and are not held for you). <p>Once your moneys are withdrawn from the CapitalFX Trust Account you become an unsecured creditor of CapitalFX to the extent of any credit balance you have and you lose all of the protections</p>

KEY RISKS	IMPORTANT ISSUES
	<p>you had when your client moneys are in the CapitalFX Trust Account. The features of these risks to you are described in Section 3.</p>
Margin risk:	<ul style="list-style-type: none"> ▪ You must be able to pay to CapitalFX the amount of required Margin as and when required, otherwise all of your Transactions (including CapitalFX Products) may be Closed Out without notice to you. Margin requirements are highly likely to change continuously, in line with market movements in the underlying currencies and metals market. ▪ You should consider there is a high risk of Margin requirements changing and changing at times very rapidly. There is a moderate to high risk that if the market value of the underlying currencies and metals market moves rapidly against you, you will be required to pay more Margin on little or no notice. If you do not meet those requirements, your positions (including CapitalFX Products) can be automatically Closed Out. <p>You can minimise your risk of losing your positions (including CapitalFX Products) after failing to meet Margin requirements by carefully selecting the type and amount of CapitalFX Products to suit your needs, monitoring the</p>

KEY RISKS	IMPORTANT ISSUES
	<p>balance in your Account and providing sufficient Margin within the time required by CapitalFX. Please see Section 3 under “Payments and Client moneys” subheading “Detailed explanation of Margining on CapitalFX Products”.</p>
Foreign exchange risk:	<ul style="list-style-type: none"> ▪ Foreign currency conversions required for your Account (see Section 6 under “Account Currency” for a further description) can expose you to foreign exchange risks between the time the Transaction is entered into and the time the relevant conversion of currencies occurs. Foreign exchange markets can change rapidly. This exposes you to adverse changes in the value of your Trading Account which can be large (depending on foreign exchange rates) and volatile. This will directly affect the value of CapitalFX Products positions. ▪ You can minimise this risk by selecting CapitalFX Products with foreign exchange exposure that you are prepared to incur and to monitor.
Counterparty risk on CapitalFX:	<ul style="list-style-type: none"> ▪ You have the risk that CapitalFX will not meet its obligations to you under the CapitalFX Products. ▪ CapitalFX Products are not exchange-traded so you need to consider the credit and related risks you

positions, maintaining a prudent level of cash

4.2 Other Significant Risks

You should consider these significant risks involved in CapitalFX Products:

SIGNIFICANT RISKS	IMPORTANT ISSUES
Market risk:	<p>OTC trading is highly speculative and volatile. There is a high risk that market prices will move such that the value of your CapitalFX Products can be significantly less than the amount you invested in them.</p> <p>There is no guarantee or assurance that you will make profits, or not make losses, or that unrealised profits or losses will remain unchanged.</p> <p>You can reduce your risk by understanding the market relevant to your CapitalFX Products, monitoring your CapitalFX Products positions carefully and closing your Open Positions before unacceptable losses arise.</p>

KEY RISKS	IMPORTANT ISSUES
	<p>have on CapitalFX.</p> <ul style="list-style-type: none"> ▪ CapitalFX believes that your counterparty risk on CapitalFX is relatively low, especially due to its Margin policy and its risk management; however, the potential adverse outcome of this risk is very significant to you since, if it occurs, you could lose all or some of your investment. ▪ You can minimise your counterparty risk on CapitalFX by limiting the amount you pay CapitalFX, trading prudently and requesting payment to you of any surplus in your Account which is not required for prudent Margin management, however this may increase your Margin risk resulting in all of your positions to be Closed Out. Please see Section 3 under “Your Counterparty Risk on CapitalFX”.
Limited Recourse:	<ul style="list-style-type: none"> ▪ CapitalFX limits its liability to you under the terms of the CapitalFX Products by the extent to which CapitalFX actually recovers against its only Hedge Counterparty and allocates that to your CapitalFX Products. ▪ This key risk is linked to “counterparty risk”. Both limited recourse and counterparty risks are further explained in Section 3 under “Your Counterparty Risk on CapitalFX”.

Not a regulated market:	<p>The CapitalFX Products offered by CapitalFX are over the counter products and so are not covered by the rules for an exchange.</p> <p>Over-the-counter financial products, such as CapitalFX Products, by their nature do not have an established liquid market with numerous participants. If you want to exit your CapitalFX Products, you rely on CapitalFX’s ability to Close Out at the time you wish, which might not match the underlying market’s liquidity or price. You can reduce your risk by carefully reading this PDS, the Financial Product Service Terms and taking independent advice on the legal and financial aspects relevant to you.</p>
Market	A market disruption may mean

SIGNIFICANT RISKS	IMPORTANT ISSUES
disruptions:	that you may be unable to deal in CapitalFX Products when desired, and you may suffer a loss as a result of that.
Orders and gapping:	<p>It may become difficult or impossible for you to Close Out a position. This can, for example, happen when there is a significant change in the CapitalFX Products value over a short period. There is a moderate to high risk of this occurring as a result of market volatility.</p> <p>CapitalFX's ability to Close Out CapitalFX Products depends on the Current Market Price.</p> <p>Stop-loss Orders may not always be filled and, even if placed, may not limit your losses to the amount specified in the Order, since they are not guarantees that there will be no loss.</p> <p>You should consider placing stop-loss or other Orders that limit your losses but also closely monitor your Account and the relevant market in case the Stop-loss Order is not fully filled or filled at all and you need to take further action to limit your losses. For further information, see Section 3 under "CapitalFX Product Order Types" subheading "Stop-loss Orders".</p>

SIGNIFICANT RISKS	IMPORTANT ISSUES
	<p>CapitalFX may also suspend the operation of the online trading platform or any part of it, without prior notice to you. Although this is considered to be a low risk since it would usually only happen in unforeseen and extreme market situations, CapitalFX has discretion in determining when to do this. If the online trading platform is suspended, you may have difficulty contacting CapitalFX, you may not be able to contact CapitalFX at all, or your Orders may not be able to be executed at prices quoted to you.</p> <p>There is a moderate to high risk that CapitalFX will impose volume limits on Client accounts or filters on trading, which could prevent or delay execution of your Orders, at your risk. You have no recourse against CapitalFX in relation to the availability or otherwise of the online trading platforms, nor for their errors and software. Please review the terms and any guidance material for any particular online trading platform.</p>
Conflicts:	Trading with CapitalFX for its CapitalFX Products carries an automatic risk of actual conflicts of interests because CapitalFX is

Online trading platform:	You are responsible for the means by which you access the online trading platform or your other contact with CapitalFX. If you are unable to access the online trading platform, it may mean that you are unable to trade in CapitalFX Products (including closing them out) or you might not be aware of the current Margin requirements and so you may suffer loss as a result.
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	<p>acting as principal in its CapitalFX Products with you and CapitalFX sets the price of the CapitalFX Products.</p> <p>The policy used by CapitalFX is that as principal it issues the CapitalFX Products to you based on the price it gives you, not by acting as broker to you. CapitalFX obtains its price by dealing with its Hedge Counterparty.</p>
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SIGNIFICANT RISKS	IMPORTANT ISSUES
	You can reduce the risks to you of unfavourable pricing or opaque pricing (meaning it is unclear how it relates to the underlying market) by monitoring the underlying market and CapitalFX's pricing compared with other similar OTC contracts which have comparable terms.
Valuations:	<p>The CapitalFX Products are valued by CapitalFX.</p> <p>While there are no specific limits on CapitalFX's discretions, CapitalFX must comply with its obligations as a licensee to act efficiently, honestly and fairly. You therefore have the risk of relying on whatever value is determined by CapitalFX in the circumstances permitted by the Financial Product Service Terms.</p>

Operational risk:	<p>There is always operational risk in CapitalFX Products. For example, disruptions in operational processes such as communications, computers and computer networks, or external events may lead to delays in the execution and settlement of a transaction.</p> <p>We are not liable to you if losses arise owing to delays, errors or failures in operational processes outside our control, in particular, due to faults in the online trading platform or in the provision of data by third parties.</p>
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Section 5 – Costs, Fees and Charges

5.1 Costs, Fees and Charges

CapitalFX derives a financial benefit by entering into other transactions with other persons at different rates from those charged to the Client.

All costs, fees and charges are charged in the Account Currency selected, unless otherwise specified.

Details of the costs, fees and charges which have been charged are included in your statement. This is made available as an online report that can be accessed via your MT4 Trading Platform or emailed or mailed to you that you can access and print upon demand.

CapitalFX accepts credit/debit card payments made by Visa and MasterCard and China Union Pay credit/debit cards. Please note that making deposits via credit/debit card attracts a credit/debit card service fee of 3%.

If there is a chargeback on your Account, you may be responsible for covering any reversed payments and chargeback fees, amounting to a maximum of AUD\$25 per transaction.

Please note that your bank may treat payments by credit card as a cash advance, which may incur additional fees, so you should contact your bank to confirm if this applies.

5.2 CapitalFX Product Transaction Fees

CapitalFX may charge a Transaction Fee (which may be described as “commission” on the platform) on each CapitalFX Product that is executed. Our rates vary depending on the type and level of service required, and the frequency and size of Transactions.

Fee per contract The greater of:

- the amount that is calculated by multiplying the amount of CapitalFX Products traded by the individual charge per contract; and
- a minimum Transaction Fee or a minimum ticket Transaction Fee depending on the ticket size.

The Transaction Fee that you will be actually charged is disclosed on your statement.

The fee accrues immediately upon execution of the Transaction, i.e., when you Open or Close the CapitalFX Product. The Transaction Fee will either be reflected in the execution price as an additional component to the spread pricing or separately, i.e., not included in the spread pricing.

Please remember that because you are required to trade a CapitalFX Product to Close Out the existing CapitalFX Product Open Position there may be a Transaction Fee on the CapitalFX Product used to close the position.

5.3 Margin

The Margin amount that you would be required to pay is determined by CapitalFX depending on the specific contract details. Since there is a large

variety of potential Margin amounts and they can change at any time, this is made available on the MT4 Trading Platform or you can contact CapitalFX for an indication of the Margin that will be charged for the particular CapitalFX Products.

Please also see the worked examples which follow in this Section for how the Margin works.

The total amount of dollar Margin Requirement utilised is displayed for all the Open Positions transacted on the MT4 Trading Platform.

5.4 Finance Charge Adjustment / Finance Credit Adjustment

Finance Charge Adjustment / Finance Credit Adjustment on Long / Short FX Products and Metals Products

CapitalFX in respect of open FX Products and Metals Products held Overnight will incur a Finance Charge Adjustment or Finance Credit Adjustment.

The calculation for an overnight Finance Charge Adjustment / Finance Credit Adjustment for each day that a long or short FX Product and Metals Product is held Overnight is as follows:

$$F = S * L * P$$

F = Daily Finance Charge Adjustment (if negative) / Finance Credit Adjustment (if positive)

S = Swap Rate (positive or negative) for 1 day

L = Number of lots

P = Pip Value in Account Currency based upon 1 Lot

Examples:

If you hold a short 200,000 EUR/USD position Overnight and the Account Currency is USD, then the Daily Finance Charge is -2.80 USD = -0.14 (Swap Rate) * 2 (Lots) * 10 USD (Pip Value)

If you hold a long 100,000 USD/JPY position Overnight and the Account Currency is USD, then the Daily Finance Charge is -0.39 USD = -0.03 (Swap Rate) * 1 (Lots) * 13 USD (Pip Value) * -1 Finance Charge Adjustment on Trading Account Balance

CapitalFX does not pay any Finance Credit Adjustment earned on your Trading Account on positive Balances.

5.5 Cost of conversion

You will incur a conversion cost when converting to your Account Currency. This occurs each time there is a conversion from a Transaction denominated in a currency different from the Account Currency being Australian dollars. The conversion cost charged is up to a maximum of 100 basis points (1.00%) of the Transaction's full face value being converted and is adjusted in the realised profit or loss.

5.6 External Fees, Taxes and Charges

You are responsible for any stamp duty, transaction duty, GST or similar goods and services or value added tax payable in respect of trading in Transactions (except for any income tax payable by CapitalFX). Bank charges and fees imposed on CapitalFX to clear your funds or in respect of your payments will also be charged to your Account.

The Financial Product Service Terms may allow CapitalFX to impose other fees or charges from time to time which do not relate directly to Transactions (and so are not costs, fees or charges for acquiring or later dealing in the CapitalFX Product itself). For example, you may be required to pay royalty or similar charges set by data providers for your use of information feeds or for online transaction services. CapitalFX may debit these amounts to your Trading Account.

5.7 CapitalFX Product Trading Examples

Here are some examples to illustrate the variables for a typical Transaction and how they affect the calculations. The variables of your actual Transactions will, of course, differ, so please check with CapitalFX before entering into your Transaction.

The fees, charges and Leverage Rate Rates used in this example are hypothetical only and you should either contact CapitalFX or view the website prior to trading for all relevant and current information.

Example 1: Buying USD/JPY

Opening the position

You decide to go long on the US Dollar against the Japanese Yen, and ask for a quote for 5 lots, the equivalent of USD500,000. We quote you 73.41/73.43 and you buy 5 lots at 73.43.

Finance Charge Adjustment

While the position remains open, for example if the applicable Swap Rate might be negative 0.03 points for 'long' positions and the Point Value for 1 Lot is \$13.09, then the Finance Charge Adjustment for a particular day would be \$1.96.

Closing the position

Later, USD/JPY has risen to 76.87/76.89, and you take your profit by selling 5 lots at 76.87. Your gross profit on the trade is calculated as follows:

Closing transaction: USD500,000 (5 Lots)
x 76.87 = ¥38,435,000

Opening transaction: USD500,000 (5
Lots) x 73.43 =
¥36,715,000

Gross profit on trade: = ¥1,720,000
equivalent to \$22,375.44

Calculating the overall result

To calculate the overall or net profit, you also have to take account of the Finance Charge Adjustment. In this example, you might have rolled the position for 20 days, charging a total a Finance Charge Adjustment debit of \$39.20

Gross profit on trade: \$22,375.44

Finance Charge Adjustment: (\$ 39.20)

Net profit: \$ 22,336.24

Example 2: Buying spot gold:

This example assumes that:

- the Trading Account base currency selected is United States dollars
- no brokerage, commission or Transaction Fee is charged
- the Standard Trading Account Leverage Rate is 1:100 for a Spot Metal Product i.e.

Initial Margin is set at 1% of the Contract Value;

- 1 Lot of gold is equivalent to 100 ounces; and
- the price of the CapitalFX Spot Metal Product moves in line with the market price of the spot gold.

Opening the position

You consider that gold is undervalued and wish to speculate the price will go higher, you decide to buy gold, and ask for a quote for 1 lots, the equivalent of 100 ounces. We quote you \$1,724.65/1725.15 and you buy 1 lots at 1725.15.

Initial Margin

The Initial Margin required to open your position was $1\% \times \$1,725.15 \times 100 = \$1,725.15$

Finance Charge Adjustment

While the position remains open, for example the daily swap is \$5.70.

Closing the position

Later, gold has risen to 1,750.00/1,750.05, and you take your profit by selling 1 Lot at 1,730. Your gross profit on the trade is calculated as follows:

Closing level:	\$1,750.00
Opening level:	\$1,725.15
Difference:	\$24.85
Gross profit on Transaction:	$\$4.85 \times 100 =$ \$2,485

Calculating the overall result

To calculate the overall or net profit, you also have to take account the Finance Charge Adjustment. In this example, you might have rolled the position for 10 days, charging a total a Finance Charge Adjustment of \$57:

Gross profit on trade:	\$2,485.00
Finance Charge Adjustment:	(\$ 57.00)
Net profit:	\$2,428.00

Notes to all examples in this PDS:

1. The above examples are to illustrate the impact of key variables on the outcome of

a Transaction. They are not forecasts or projections of any particular Transaction.

2. The worked examples illustrate in dollar terms how trading incurs fees (including fees charged by CapitalFX), charges or other payments. These examples are not intended to be exhaustive and document every trading strategy.
3. The examples use simplifying assumptions by not taking into account an investor's tax rate or overall tax position, potential changes in interest rates charged to or earned on the Trading Account or the time value of money. While these variables will undoubtedly change the outcome of a Transaction, they are normal market variables which cannot now be predicted and so must be taken into consideration by a potential investor in Transactions.
5. Margin requirements, interest rates and external charges may change at any time and are hypothetical only.

Section 6 – General Information

6.1 Account Currency

Your Account Currency is chosen as part of the Account opening process. Account Currency. The Account Currencies which are available can be chosen when the Accounts are established through the personal “Traders Room” or are displayed on the website.

If you instruct CapitalFX to effect a Transaction denominated in a currency different from the denomination of your Account currency, CapitalFX will convert the currency value of your Transaction into the Account Currency.

The foreign currency conversions can expose you to foreign exchange risks between the time the Transaction is entered into and the time the relevant conversion of currencies occurs.

Foreign exchange markets can change rapidly. Exchange rates depend on a number of factors including for example, interest rates, currency supply and demand and actions of government. In some situations, exchanges of currency may be suspended. These will impact on the rates of conversion set by CapitalFX.

6.2 Discretions

CapitalFX has discretions under the Financial Product Service Terms which can affect your Orders and positions. You do not have any power to direct how we exercise our discretions.

When exercising our discretions we will comply with our legal obligations. We will have regard to our policies and to managing all risks (including financial, credit and legal risks) for ourselves and all of our Clients, our obligations to our counterparties, market conditions and our reputation. We will try to act reasonably in exercising our discretions but we are not obliged to act in your best interests or to avoid or minimise a loss in your Account.

Our significant discretions are:

- whether to accept your Order (including to Close Out a position) or to amend it;
- any risk limits or other limits we impose on your Account or your trading;
- determining Margin requirements and

Leverage Rates, especially the amount of Initial Margin, minimum Margin requirements, the time to meet any changed Margin requirement;

- determining the values of CapitalFX Product for opening and closing positions and for determining Margin;
- setting Bid Prices (sell prices) and Ask Prices (buy Prices) derived from the underlying market; and
- closing your positions and determining prices derived from the underlying market.

You should consider the significant risks that arise from CapitalFX exercising its discretions – see Section 4.

Our other discretions include:

- setting our fees and interest rates (Swap Rate);
- setting foreign exchange conversion rates;
- opening and closing your Account;
- giving you a grace period for full compliance in paying by cleared funds any amount you owe; and
- interpretation, variation and application of our policies.

6.3 Policies

CapitalFX has a number of policies that can affect your CapitalFX Product investments. The policies are guidelines that CapitalFX (including all of its staff) is expected to follow but policies are not part of the Financial Product Service Terms and do not give you additional legal rights or powers.

We may change our policies at any time without notice to you. We may amend, withdraw, replace or add to our policies at any time without notice to you. Our policies may help you understand how we operate but all of the important information is set out in or referred to in this PDS so you should only rely on this PDS and not on the policies.

A copy of each of the key policies is available on the CapitalFX website at www.capitalfx.io.

Our key policies relevant to CapitalFX Products currently are:

- client suitability policy;
- client money policy;

- margin call policy; and
- conflicts of interests management policy.

6.4 Anti-Money Laundering Laws

CapitalFX is subject to anti-money laundering and counter-terrorism financing laws (AML laws) that can affect your CapitalFX Product trading. If your Account is established, CapitalFX may disclose your personal information or stop transactions on your Account for the purposes of the AML laws or under CapitalFX's AML laws procedures, without liability to you for any loss that arises due to that occurring.

- You also warrant that the moneys used to fund your transactions have not and will not be derived from or related to any money laundering, terrorism financing or other illegal activities whether prohibited under Vanuatu law, international law or convention or by agreement;
- the proceeds of your investment will not be used to finance any illegal activities; and
- you are not a politically exposed person or organisation as defined in the AML laws.

6.5 About CapitalFX

CapitalFX is incorporated in Vanuatu, having Company Number 40256, registered as an international company limited by shares, with a principal's license and authorised to carry on the business of dealing in securities).

6.6 Applications

You apply for an Account by returning to CapitalFX a completed application form which accompanies the booklet with the Financial Product Service Terms, available by contacting CapitalFX directly by registering online via the website www.capitalfx.io.

Accounts can be funded by electronic transfer, credit/debit card. Further details are available by contacting CapitalFX or on its website at: <http://www.capitalfx.io>

All funds must be cleared funds before they are credited to your Account to be made available for you to use in acquiring CapitalFX Products.

Please be reminded that funding your Account by credit card has additional risks and costs for you. By using these payment methods you effectively would be doubling your leverage by taking credit from your credit card account and trading with leverage on

your CapitalFX Account. This can add to the risks and volatility of you positions as well as incurs higher interest costs on your credit card account.

If you lose on your CapitalFX Products, you might not have other financial resources to repay your credit card account, incurring higher interest costs and possibly defaulting on your credit card terms.

Although CapitalFX accepts payments of more than \$1,000 from credit card accounts to fund your Account and to meet later Margin payments, please carefully consider whether this payment method is suitable for your trading and limit it to what you can afford.

If your account is funded by credit/ debit card and you make a withdrawal request, this withdrawal amount may be refunded to your original credit/ debit card, however the method we use to honour your withdrawal request is at our sole discretion.

We do not accept third party payments and we will only accept credit/debit card payments from you if the credit/debit card is in the same name as your Account.

Individual CapitalFX Products are traded using your online trading platform.

6.7 Taxation Implications

CapitalFX Products will have taxation implications for Clients, depending on the current tax laws and administration, the nature of the Client for tax laws, the terms of the Transactions and other circumstances. These are invariably complex and specific to each Client. You should consult your tax advisor before trading in these financial products. CapitalFX does not provide any taxation advice.

6.8 Cooling Off

There is no cooling off arrangement for CapitalFX Products. This means that you do not have the right to return the CapitalFX Product, nor request a refund of the money paid to acquire the CapitalFX Product. If you change your mind after entering into CapitalFX Products with CapitalFX, you must Close Out that product, pay any Transaction costs and take the risk of incurring a loss in doing so.

6.9 Ethical Considerations

CapitalFX Products do not have an investment component. Labour standards or environmental, social or ethical considerations are not taken into

account by CapitalFX when making, holding, varying or Closing Out CapitalFX Products.

6.10 Jurisdictions

The distribution of this PDS in some jurisdictions may be subject to legal restrictions. Any person who gains access to this PDS should comply with any such restrictions and failure to do so may constitute a violation of financial services laws.

6.11 Dispute Resolution

CapitalFX wants to know about any problems you may have with the service provided to you so we can take steps to resolve the issue. CapitalFX has an internal and external dispute resolution procedure to resolve complaints from clients who receive financial services. A copy of these procedures may be obtained through our website or by contacting us and requesting a copy (free of charge).

If you have a complaint about the financial product or service provided to you, please take the following steps:

1. Contact your CapitalFX agent or adviser and provide the details of your complaint. You may do this by telephone, facsimile, email or letter.
2. If you make a complaint in writing (which is not compulsory), we will acknowledge receipt of your complaint within 5 business days.
3. If your complaint is not satisfactorily resolved through your CapitalFX agent or adviser, within 5 business days of receipt of your complaint, please contact the Compliance Department in writing by sending it to:

compliance@capitalfx.io

4. CapitalFX will try to resolve your complaint quickly and fairly. We will use our best endeavours to try to resolve your complaint within 45 days of receipt of your written complaint unless we advise you that we require more time due to the nature of your complaint or other reasonable consideration.

6.12 Privacy

All of the information collected by CapitalFX, in the application form or otherwise, is used for

maintaining your Account and for the purpose of assessing whether you would be suitable as a Client.

CapitalFX has obligations under, and has procedures in place to ensure its compliance with privacy and AML laws.

Significantly, these include the following:

1. Collecting personal information

In collecting personal information, CapitalFX is required to:

- ✦ collect only information which is necessary for the purpose described above;
- ✦ ensure that collection of the information is by fair and lawful means; and
- ✦ take reasonable steps to make you, the individual, aware of why the information is being collected and that you may access the information held by us.

If necessary, CapitalFX also collects information on directors of a corporate client or agents or representatives of the Client. CapitalFX may be required by law to collect information, such as for taxation purposes or to identify persons who open or operate an account.

CapitalFX may take steps to verify information given to it, such as consulting registries, referees, employers or credit agencies. This information will not be disclosed to any other person although CapitalFX may disclose this information to its related bodies corporate if you intend to use the services of any of those related bodies corporate.

2. Using the personal information

Once CapitalFX has collected the information from you, CapitalFX will only use the information for the purposes described above unless you consent otherwise.

Personal information may be disclosed to:

- any person acting on your behalf, including your advisor, accountant, solicitor, executor, attorney or other representative;
- related bodies corporate of CapitalFX if you use, or intend to use, services of those other corporations;
- related bodies corporate of the issuer (if that becomes different from CapitalFX);

- any organisations to whom CapitalFX outsources administrative functions;
- brokers or agents who refer your business to CapitalFX (so that we may efficiently exchange information and administer your account);
- regulatory authorities;
- as required or permitted by law or by court order.

This information will not be disclosed to any other person without your consent.

You may access your personal information held by CapitalFX (subject to permitted exceptions), by contacting CapitalFX. We may charge you for that access.

As CapitalFX is obliged by law to take reasonable steps to ensure that the personal information used is accurate, up to date and complete, please inform us immediately if any of the information provided in this Section changes.

3. Retaining personal information

CapitalFX has implemented and maintains secure protection of all personal information obtained from misuse, loss, unauthorised access, modification or disclosure.

The information will be destroyed or depersonalised if CapitalFX no longer requires the information for the purpose referred to above.

CapitalFX has a Privacy Policy which covers our privacy obligations and complaints about a breach of the privacy laws or other obligations, how we deal such a complaint, that we how we may need to share some of your information with organisations outside Australia, and that we how we may store your information in cloud or other types of networked or electronic storage, which can be accessed from various countries via an internet connection. You can obtain a copy of Privacy Policy at www.capitalfx.io.

Section 7 – Glossary

Account means your account with CapitalFX established under the Financial Product Service Terms, including all Trading Accounts and all Transactions recorded in them.

Account Currency means the currency that the Trading Account is denominated in. Please note that

all costs including spread, transaction costs, Finance Charge Adjustment and Finance Credit Adjustment are calculated in that currency.

Ask Price (buy price) means the Transaction Price, which CapitalFX as the seller is willing to accept i.e., the price at which you can buy the CapitalFX Product. This is also known as the “offer price”.

Australian Dollars or A\$ means the lawful currency of the Commonwealth of Australia.

Base Currency means the first currency represented in a currency pair respect of a FX Product.

Bid Price (sell price) means the Transaction Price which CapitalFX as the buyer is willing to accept i.e. the price at which you can currently sell the CapitalFX Product.

Business Day means a day (other than a Saturday or Sunday or public holiday) on which banks and foreign exchange markets are or will be open for business in Sydney.

Client refers to the person who has an Account with CapitalFX.

Close Out, Closed Out and Closing Out in relation to a Transaction means discharging or satisfying the obligations of the Client and CapitalFX under the Transaction and this includes matching up the Transaction with a Transaction of the same kind under which the Client has assumed an offsetting opposite position.

Closing Date means the date on which the CapitalFX Product is agreed to be Closed Out, or earlier, if deemed to be Closed Out in accordance with the Financial Product Service Terms.

Closing Price means the daily closing Current Market Price (or, if an index, level) of the Underlying Security (determined by CapitalFX).

Commodity Derivative means CapitalFX Products whose Underlying Security is a commodity.

Contract Size means the standard volume per 1 Lot expressed either in ounces or number of contracts.

Contract Value means the face value of the CapitalFX Product and is calculated by CapitalFX by multiplying the applicable price by the Lot traded and the Contract Size.

Current Market Price is the price available to CapitalFX from Hedge Counterparty, which may be a

delayed price depending on whether you have subscribed for live pricing.

Equity means the current value of your Trading Account i.e. net worth of funds in the Account, which is calculated by CapitalFX by combining:

- ✦ the Balance of the account being the deposit / withdrawals and closed trade profit and loss; and
- ✦ the floating (unrealised) profit / loss (positive/negative) of the Open Positions net of fees, charges and costs.

EUR means the single currency of the European Economic and Monetary Union.

Exchange Rate means, in relation to any currency, any widely recognised and published foreign exchange rate for value Spot selected by CapitalFX in its sole discretion. The foreign exchange rate is always quoted as to how much of the Variable Currency, for 1 unit of the Base Currency, is worth.

Finance Charge Adjustment means the amount you pay in respect of your Transaction, in accordance with the Financial Product Service Terms.

Finance Credit Adjustment means the amount you receive in respect of your Transaction, in accordance with the Financial Product Service Terms.

Free Margin means the value of funds that are available for opening a position. It is calculated by CapitalFX by subtracting from the Equity the required Margin.

Financial Product Service Terms means the terms of your Account with CapitalFX, which accompanied your application form, for all of your Trading Accounts by which you deal in Transactions (as amended from time to time). Variations or additional terms may be notified to you from time to time in accordance with your current Financial Product Service Terms.

FX means foreign exchange.

FX Product means an OTC contract whose Underlying Security (or pair of them) is a currency (including a cryptocurrency (or digital token)).

Hedge Counterparty means an entity that CapitalFX enters into hedge contracts with to manage CapitalFX's exposure to CapitalFX Products.

Initial Margin means the amount which you are required to pay to CapitalFX as Margin for any Transaction which you propose to enter into.

Index and Indices refers to CapitalFX Products whose Underlying Security is an index comprised of securities of issuers listed on an Exchange, typically an index sponsored or promoted by an Exchange. The S&P™ / ASX 200™ is an example, so a S&P™ / ASX 200™ Index is an index whose Underlying Security is the S&P™ / ASX 200™ and the values are based on the index levels of the S&P™ / ASX 200™. The index sponsor has no involvement in the CapitalFX Product.

JPY means the lawful currency of Japan.

Leverage Rate means a transaction size/ margin ratio for each CapitalFX Product. For example, the 1:100 Leverage Rate means that the Client is required to have 1% of transaction size in its Account as Margin.

Lot means the unit that represents the volume of a Transaction taking into consideration the Contract Size. It can be represented as a portion of a Lot subject to the minimum Lot size, for example (0.1 of a lot) being referred to as a mini Lot or (0.01 of a Lot) being referred to as a micro Lot. For example 1 Lot in EURUSD equals 100,000 EUR being the Base Currency unit and 0.1 Lot is therefore 10,000 units of Base Currency.

Margin means the amount of money (or money's worth) paid to CapitalFX and credited to your Account as Margin.

Margin Level means the Equity to Margin ratio calculated as Equity divided by Margin.

Metal Product means a CapitalFX Product whose Underlying Security is a contract in respect of metal (including in relation to gold or silver), on a Spot basis only, and payment in United States dollars.

MT4 Trading Platform means online trading platform for trading in CapitalFX Products.

NZD means the lawful currency of New Zealand.

Open Position means, at any time, a Transaction which has not been Closed Out, or settled prior to the time agreed for settlement.

Order means any order placed by you to enter into a Transaction.

OTC means “over the counter”, in contrast with traded on a regulated exchange.

OTC contract means an over the counter contract for a financial product.

Overnight means end of a trading day at 17:00 New York local time

Pending Order means either a buy stop or sell stop, a buy limit or sell limit order.

Points or Pips means in the context of FX Product is the smallest increment by which a FX Product Price changes and is quoted depending on the number of decimal places the currency is quoted. For example on a USD/JPY Transaction, which is quoted with only two decimal (meaning one Pip = JPY 0.01).

Point Value or Pip value in the context of FX Product means the value of a point or pip for 1 Lot denominated in the Account Currency being the smallest increment by which an FX Product price or Exchange Rate changes also referred to as a Tick. You can calculate the value of a single pip or point denominated in the Account Currency, for instance, if you know that the EUR/USD is quoted with four decimals, so for a 100,000 position you can multiply the 100,000 by the Tick being the four decimal value of one pip, or USD 0.0001. So, on a EUR/USD 100,000 Transaction, the Point Value for 1 Pip would equal USD 10. On a USD/JPY 100,000 Transaction, the Value for 1 pip is equal to JPY 1000 because USD/JPY is quoted with only two decimal (meaning one Pip = JPY 0.01), which would be converted at the current Exchange Rate to get an amount in USD.

CapitalFX means Gleneagle Securities Pty Limited Company Number 40256), trading as CapitalFX and, in accordance with the Financial Product Service Terms, any person who is a permitted assignee or other successor to CapitalFX.

CapitalFX Product means an OTC contract whose Underlying Security is FX, issued by CapitalFX under the Financial Product Service Terms to Clients who apply for those products by way of the application form specifically labelled for “CapitalFX Products”.

Spot means an OTC contract whose theoretical Value Date for a Transaction will occur two (2) Business Days following the day on which the Transaction is entered into.

Spread means the difference between the Bid Price and the Ask Price of CapitalFX Products.

Swap Rate means the rate, usually displayed as swap points, nominated by CapitalFX from time to time, as notified to you (including through the online trading platform) or by contacting CapitalFX.

Tick in the context of FX Products means the smallest increment by which an FX Product price or Exchange Rate changes. Please note that in most currencies the tick is 0.0001 of the currency unit. There are exceptions for example when JPY is the Variable Currency the Tick value is equal to 0.01.

The website also displays the Tick for each of the CapitalFX Products.

Trading Account means trading accounts established under the Financial Product Service Terms offered by CapitalFX for trading purposes. Each is part of the same Account you have with CapitalFX.

Transaction means a transaction in any of the kinds of CapitalFX Product which are traded under the Financial Product Service Terms.

Transaction Fee means the fee or commission from time to time specified by CapitalFX to be the amount payable by you to CapitalFX in respect of each Transaction as set out in this PDS or as later varied in accordance with the Financial Product Service Terms and this PDS.

Transaction Price means, for CapitalFX Products, the Exchange Rate and, for Metal Products, it is the price of buying or selling the financial product.

USD means the lawful currency of the United States of America.

Variable Currency means the second mentioned currency in respect of a FX Product position.

Underlying Security means the product which is used as the basis for the calculations of prices for your CapitalFX Products, such as FX, a share or similar equity financial product, commodity, option, Futures Contract, index or other item (or any combination of one or more of those).

Value Date means the theoretical date of delivery if the product could be settled by physical or deliverable settlement.