

FINANCIAL SERVICES GUIDE

Issuer:

Ozifin Tech Pty Ltd

ACN 618 038 396

Operating as authorised representative of:

AGM Markets Pty Ltd.

ACN 158 706 766

Australian Financial Services Licence No. 422662

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SUMMARY

This Financial Services Guide (FSG) is issued by Ozifin Tech Pty Ltd., ACN 618 038 396, operating as authorised representative of AGM Markets Pty Ltd., ACN 158 706 766, under its Australian Financial Services Licence No. 422662, in connection with various financial instruments issued by it to be traded by retail customers.

The purpose of this FSG is to provide you with the information with regards to who we are, who we act for, how you can approach us, the services which we may provide to you, and the fees and costs which we may charge. other useful information which we believe should be brought to your attention.

If you shall have any further queries in any regard, please do not hesitate to contact us using our contact details above, and we will be glad to assist you.

FINANCIAL SERVICES GUIDE

dated October 2017

1. INTRODUCTION

1.1 This Financial Services Guide (FSG) is issued by Ozifin Tech Pty Ltd., ACN 618 038 396, operating as authorised representative of AGM Markets Pty Ltd., ACN 158 706 766, under its Australian Financial Services Licence No. 422662, (the “**AFSL**”), in connection with various financial instruments issued by it to be traded by retail customers.

Ozifin Tech Pty Ltd. shall be referred to in this FSG as “**Company**”, “**us**” or “**we**”.

AGM Markets Pty Ltd. shall be referred to in this FSG as “**AGM**”.

Further information about us is available in our Product Disclosure Statement and on our website www.traderQ.com.au (the “**Website**”).

1.2 The purpose of this FSG is to provide you with important information with regards to the financial services and products which we offer and assists you with making an informed decision as to whether you should use such financial services and products.

1.3 Such information includes, amongst other things, details of: (i) who we are; (ii) the services and products which we offer; (iii) remuneration and other benefits that may be paid to us, our employees and our affiliates; (iv) any affiliates or relationships we may have with Financial Product issuers; (v) how you can complain about us and/or about AGM, and how we deal with complaints; and (vi) how you can contact us.

1.4 This FSG is provided to you for informational purposes alone, and does not constitute any form of agreement between you and us (or any other party).

1.5 Additional information about us and the services which we provide is available on the Website, and in the Product Disclosure Statements (PDSs) which we may provide you with connection to specific financial products issued by us.

1.6 In this FSG, unless otherwise defined herein, capitalized words and expressions shall have the meanings ascribed to them in the glossary of terms provided at Section 10 below.

2. WHO WE ACT FOR; RESPONSIBILITY FOR THE FINANCIAL SERVICES

2.1 We act as principal and not as your agent or broker for your Transactions. When we receive your instructions and execute them, we are the party to the other side of the Transaction and the party with whom you are entering a contract.

- 2.2 We are authorised by AGM, under their AFSL, to provide general Financial Product advice, dealing and market making services in derivatives and foreign exchange contracts to retail and wholesale clients within Australia and abroad.
- 2.3 We act for ourselves and not as an agent for any other person. We are responsible for providing the financial services as described in this FSG. We are also responsible for the distribution of this FSG, which was approved by AGM as the AFSL holder, and authorised by AGM for distribution.
- 2.4 We are authorised to:
- 2.4.1 provide general financial product advice for the following classes of financial products:
- (i) deposit and payment products limited to basic deposit products;
 - (ii) derivatives; and
 - (iii) foreign exchange contracts;
- 2.4.2 deal in financial products by issuing, applying for, acquiring, varying or disposing of a financial product on its own behalf, in respect of the following classes of financial products:
- (i) derivatives; and
 - (ii) foreign exchange contracts;
- 2.4.3 deal in financial products by applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the following classes of products:
- (i) deposit and payment products limited to: (1) basic deposit products; or (2) non-cash payment products;
 - (ii) derivatives; and
 - (iii) foreign exchange contracts; and
- 2.4.4 Make a market for the following financial products:
- (i) foreign exchange contracts; and
 - (ii) derivatives;
- to retail and wholesale clients.

3. ADDITIONAL DOCUMENTATION

- 3.1 We may provide you with Product Disclosure Statements relating to the Financial Products issued by us, which are aimed to assist you in coming to an informed decision about trading in such products.

- 3.2 We will also provide you with a copy of the Terms of Service, which set out the terms governing the Financial Products issued by us to you and ancillary aspects of that which together make up your Account. The Terms of Service can be downloaded from the Website.
- 3.3 **You must read this Financial Services Guide, each Product Disclosure Statement and the Account Terms carefully, before you commence trading in any Financial Product.**

On the Website, you will be prompted to confirm that you have read the FSG, each PDS relevant to you and that you accept the Terms of Service before you can trade with us and enter into Transactions.

4. THE NATURE OF THE ADVICE PROVIDED

- 4.1 **We only provide general advice. This type of advice will not take into consideration your particular objectives, financial situation or needs.** These factors should be considered by you before making any investment decision on the basis of any information or general advice that is provided to you. You should also make sure to obtain and view carefully the Product Disclosure Statement which can be found on the Website before acquiring a product based on such information or general advice.
- 4.2 We recommend that you take all further steps necessary so that you fully understand the possible outcomes of trades and strategies from entering into Transactions.
- 4.3 You can us give instructions via telephone or through the internet-based online trading platform to which you will be granted access through the Website (the “**Platform**”).
- 4.4 You are responsible for ensuring that instructions sent by you have been received by us.
- 4.5 We may, in our own discretion, not accept instructions in any of the ways described above if we cannot verify the identity of the client.

5. TRANSACTION CONFIRMATION

- 5.1 We will provide you with confirmations of the Transactions you have executed. Such confirmations will be sent to you automatically via the Platform. You can access your Account at any time to view your Transactions and account balances (subject to availability of communications systems).
- 5.2 You must review any confirmation or statement immediately following you entering into a Transaction to ensure its accuracy and you must report any discrepancies to us as soon as reasonably practical. Confirmations are deemed to be conclusive and binding on you if not objected to in writing within 48 hours of the Confirmation being available to you.

6. REMUNERATION, FEES AND COMPENSATION ARRANGEMENTS

6.1 By using or continuing to use the services provided by us, you agree that you will pay us all costs, fees expenses and charges as described in this Financial Service Guide, the Terms of Service and the relevant Product Disclosure Statement, including:

- **Dormant Account Fee**

In the event that no Transaction has been undertaken through your account for 30 consecutive days, the CAR may charge a dormant account fee of 99 AUD; and following such period, in the event that no Transaction has been undertaken through your account for 30 consecutive days, the CAR may charge a fee of 99 AUD for each such 30 days period (the "**Dormant Account Fee**"). Once a Transaction is undertaken through your account, the aforementioned cycle shall start from the beginning (i.e. a fee of 99 AUD). Such fees shall not exceed the total balance in such Account. The Dormant Account Fee shall be deducted automatically from your Account

- **Withdrawal Fee**

A withdrawal fee of up to AUD 50 for each withdrawal made;

- **Finance Charges**

When you are a Long Party to a CFD, we charge you for interest payments which accrue on a daily basis and are payable daily by you;

- **Event of Default charges**

We may charge you, debit your Account or otherwise be reimbursed by you for any costs and expenses which may apply to us pursuant to your Event of Default (as such term is defined under the Terms of Service). Such an event includes, for example: your breach of the Terms of Service, any incorrect or misleading representation by you, you becoming insolvent or bankrupt, etc.

- Any transaction charges, commissions, fees, Prices, premiums, settlement and clearing fees which may be imposed for any Transaction by any Exchange;
- Any fees, Taxes, stamp duty or other charges as may from time to time be levied on or in connection with any Transactions entered into with you or on your behalf; and
- Interest in respect of any unpaid amounts payable by you under these Terms of Service. Interest shall accrue on all unpaid sums from you to us at 4% per annum, to accrue daily from the date on which any payment is due until the date of its payment in full.
- Any transaction charges, commissions, fees, Prices, premiums, settlement and clearing fees which may be imposed for any Transaction by any market or exchange;

6.2 We shall inform you, via the Platform and/or by email, of any changes to the fees disclosed above. It should be noted that in any case of discrepancy between this FSG or any other document and the Terms of Service (as may be in effect at the relevant time), the latter shall prevail.

6.3 In case your Account is managed in any currency other than AUD, any of the above fees which are denominated in AUD terms, shall apply (with the same numerical value) in the currency in which your Account is managed.

6.4 Both we and AGM have professional indemnity insurance policies in place, which are compliant with the compensation arrangements requirements of section 912B of the Corporations Act. Our

compensation arrangements take into account the nature and volume of our business, the number of clients and kind of clients we have, our representatives and the maximum potential extent of liability.

- 6.5 Subject to its terms and conditions and exclusions, said professional indemnity insurances cover claims in relation to the conduct of our representatives and employees, including such persons employed by us at the time of the relevant conduct and who are no longer employed by us.
- 6.6 Employee remuneration- Our employees and representatives are paid by way of salary and discretionary bonus linked to pre-determined objectives, and may also qualify for non-monetary benefits (e.g. sports tickets, seminars and conferences) if they meet certain predetermined performance targets. The type of benefits may vary depending on the employee's position and the particular service provided. All payments or benefits given comply with the Act, and particularly, **no such payment or benefit shall be dependent on the employee's offering or selling a particular financial product or class of financial products.** The bonuses to be granted to employees may be determined by, among other considerations, the total funds deposited by clients into their accounts, to the extent permitted by law.
- 6.7 We and/or AGM may engage with unrelated third parties for different types of collaborations, including for marketing and reference of potential clients to receive services from us and/or AGM; such business arrangements may include commissions or other fees to be paid to such third parties, which may be determined by the number of persons referred by them and/or the trading volumes of such persons.

7. OUR ASSOCIATIONS AND RELATIONSHIPS WITH OTHERS

- 7.1 We do not have any relationships or associations with Financial Product issuers which might influence us in providing you with our financial services.
- 7.2 We may enter into trades and transactions for the purposes of hedging or mitigating our risk and exposures as result from trades entered into by you; we may also enter into any agreements or conflicting transactions, or otherwise transfer the risks and/or obligations of such transactions to third parties as we may see fit from time to time; and we may offset or match your trades with corresponding trades entered into by other clients of ours.
- 7.3 The Platform and/or certain parts or features thereof, as well as other technological and operational services and solutions may be provided by third parties, which may be associated with us or with AGM.

8. YOUR PERSONAL INFORMATION

- 8.1 A copy of the Privacy Policy is available on the Website and can be obtained by contacting us and requesting a copy.

- 8.2 We and/or AGM collect and keep your personal information to provide you with products and services you request as well as other information, products and services offered by or through us or AGM. Personal information is any information about you that identifies you or by which your identity can be reasonably ascertained.
- 8.3 We value your trust in the way we handle your personal information.
- 8.4 We treat privacy seriously and your personal information will be treated as highly confidential. We will act to protect your personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

9. COMPLAINTS PROCEDURE

Should you have any complaints regarding the services we provided to you, these are the complaints handling systems available to you:

9.1 Internal System

We have an internal complaints handling policy, which is available on the Website. It is aimed to resolve any complaints or concerns which you may have with us. Any complaints or concerns should be directed to us by any of the communication means detailed above.

A copy of the policy may be obtained by contacting us and requesting a copy.

We will investigate any complaint which is communicated to us promptly, and within 45 days will answer you in writing. We will attempt to resolve your complaint quickly and fairly.

AGM, as our authorising Licensee, may also be approached, directly or through us, with any complaint or dispute, and has its own internal complaints handling policy.

9.2 External System

If you are dissatisfied with the outcome of any investigation, you may complain to **Financial Ombudsman Service Ltd.**, an ASIC approved external dispute resolution scheme. Any such complaint should refer to AGM's membership, number 31321;

Financial Ombudsman Service Ltd.:

GPO Box 3

Melbourne VIC 3001

Toll free: 1300 78 08 08

Facsimile: +613 9613 6399

Website: www.fos.org.au

You may also make a complaint to ASIC, by calling the Free call Info line on 1300 300 630.

10. GLOSSARY OF TERMS

Account	Means your account with us, established under the Terms of Service.
The Act	The Corporations Act 2001 (Cth), as amended (including, for the avoidance of doubt, as amended by the Corporations Regulations 2001 and ASIC's legislative instruments).
AFSL	Means AGM's Australian Financial Services License Number 422662.
ASIC	Means the Australian Securities and Investments Commission.
Financial Product	Has the meaning given in Part 7.1 Division 3 of the Act.
Price	Means, in relation to a Transaction, the price or rate quoted by us (as adjusted for any Transaction Fee or other fees and charges) and agreed to by you and us.
Reference Security	Means the security, index, commodity, Foreign Exchange, futures contract, bullion or other instrument or asset or factor the reference to which the value of FX or CFD (as applicable) is determined.
Tax	Means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine or expense in connection with any of them) levied or imposed by any government agency, other than any imposed on overall net income.
Terms of Service	Means the terms which govern your Account with us; The Terms of Service shall be available on the Website.
Transaction	Means any contract: between you and us as the principal; to: (i) purchase, or agree to purchase (including a forward purchase) a Reference Security(ii) sell, or agree to sell a Reference Security; or (iii) pay an amount calculated in respect of a Reference Security in one currency against the settlement in another currency (or other agreed Reference Security).
You, or your	Means the person or persons in whose name we open an Account following an application by that person or those persons.