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FINANCIAL SERVICES GUIDE

Place a Trade

1. Financial services guide

This Product Disclosure Statement (PDS) is issued to you by Focus Markets Pty Ltd ("Focus Markets") (ABN 96 167 517 544) trading as Place a Trade Group ("Place a Trade", "we" or "us").

The purpose of this FSG is to provide you with key information about the financial services provided by Place a Trade. It is designed to give you information required to make an informed decision about whether to use those financial services.

This FSG contains information about:

- a) who Place a Trade is and how you can contact Place a Trade;
- b) the type of financial services and products Place a Trade is authorised to provide;
- c) how you can instruct Place a Trade;
- d) how Place a Trade is remunerated for these services;
- e) additional documents Place a Trade may give you;
- f) associations and relationships Place a Trade may have;
- g) how Place a Trade deals with customer complaints and where clients can go for further help; and
- h) records Place a Trade keeps and its privacy policy.

You will typically receive this FSG when Place a Trade provides you with a financial product or service. This FSG contains *general information* only. If you have further questions, you may Place a Trade directly.

2. Other documents you may receive

In some circumstances, Place a Trade is also required to issue you with other documents when Place a Trade provides its services or issues its products to you.

2.1 Product Disclosure Statement ('PDS')

The PDS is designed to allow clients to make an informed decision about whether to deal in the financial products and services that Place a Trade offers. The document contains important information including:

- a) the terms and conditions for the products and services offered;
- b) any significant risks associated with holding the products;
- c) information about the cost of the services and products; and
- d) details of fees and charges the product or service provider receives for issuing the products or providing the services.

Generally, you will be given a PDS before Place a Trade provides a service or issues you with a product or service or offers to provide a service or issue a product to you.

2.2. Client Agreement

The Client Agreement is an agreement between you and Place a Trade. The information contained in the document govern your relationship with Place a Trade.

You will typically receive a Client Agreement before Place a Trade issues a product or provides a service to you.

3. About Place a Trade

Place a Trade is a company registered in Australia offering a wide range of financial products to an extensive client base.

Contact details

Address: Level 6 360 Collins Street, Melbourne, Victoria 3000, Australia

Phone: +61 618019281

Email: support@placeatrade.com

Internet: www.placeatrade.com

4. Authorisations and services provided

Under its AFSL, Place a Trade is authorised to provide dealing and execution services in *over the counter* ('OTC') financial derivative products and to give general financial product advice.

When you trade in Place a Trade's OTC derivative products, Focus Markets acts as principal and Place a Trade is the issuer of the products.

Products

Focus Markets, trading as Place a Trade, is authorised by ASIC to offer trading in *Spot Foreign Exchange* ('Spot FX', 'Forex') and *Contracts for Differences* ('CFDs') on shares and stock indices quoted on the world's leading exchanges. Place a Trade also offers CFDs on a wide range of other markets including commodities and virtual or digital currencies.

CFDs are margined OTC equity derivatives that allow clients to trade shares or other financial products, without physical ownership of the underlying stocks or instruments. A CFD constitutes an agreement between two parties to exchange, at the close of the contract, the difference between the opening and closing prices of the contract, multiplied by the number of units specified within the contract.

The products and services issued by Place a Trade are available to all retail, wholesale and professional investors.

5. Nature of advice

Place a Trade only provides clients with general financial product advice - we do not provide personal advice.

The advice provided by Place a Trade relates only to the product and will not be based on your personal circumstances. Newsletters, trade alerts and research papers are examples of general advice Place a Trade may give you.

You should, therefore, before acting on any advice, consider the appropriateness of

the advice and the products, having regard to your own personal objectives, financial situation, and needs. You should obtain a *Product Disclosure Statement (PDS)* and consider the contents in the PDS relating to the product before making any decision about whether to use the products or services.

You should also obtain professional financial advice regarding the suitability of the products and services offered in light of your personal financial needs, objectives and circumstances from a licensed professional.

6. Instructions

You may give Place a Trade dealing instructions either by telephone, mobile device or via the online trading platform.

Any other form of communication that is not a dealing instruction may be made by telephone, in person, or in writing by post or email. It should be noted that telephone lines may be recorded in order to provide a record of transactions.

7. Associations and relationships

Place a Trade has a relationship with providers of broking, settlement and clearing services however these relationships do not materially influence the provision of financial services by Place a Trade to you.

8. Commission and product costs

Fees / charges

You may be charged fees for the financial products or services you receive from Place a Trade.

Commissions or fees (plus *Goods and Services Tax ('GST')*) may be payable by you depending on the products or services provided and will be disclosed to, and

agreed with you, prior to the commencement of your transaction with Place a Trade. Such commissions or fees may vary according to the type and level of service provided, the size and the frequency of the transaction.

You may also incur failure fees on failed transactions or interest charges on outstanding payments. By using and continuing to use Place a Trade products and services, you agree that:

- a) all fees and charges received by Place a Trade as described in this FSG are considered a benefit given to Place a Trade by you in exchange for the dealing services provided by Place a Trade;
- b) Place a Trade does not charge volume-based or asset-based fees for any advice it provides; and
- c) you understand, consent to, authorise and direct Place a Trade to charge you in this way.

A full description of the fees and charges that Place a Trade receives for issuing its products and services will be contained in the PDS.

▣ **Remuneration**

In general, Place a Trade's remuneration is built into the terms of the OTC derivative price quoted to you (which is unknown prior to the date of issue and cannot be properly ascertained until the trade is closed).

Place a Trade may also arrange for you to be supplied with financial services or products issued by non-related product providers, and consequently receives a fee, commission or other type of remuneration or benefits from these non-related issuers as a result of you investing in one of their products or services. Any remuneration or benefits that Place a Trade may derive from these non-related issuers is included in the fees and commissions agreed with you - you do not pay extra.

You may request particulars of any remuneration, commission or benefits payable to Place a Trade in respect of a particular product or service.

The amount paid to Place a Trade from third-party product issuers will vary from

time to time.

All benefits to Place a Trade form part of Place a Trade's overall earnings.

Benefits received by Place a Trade staff

All Place a Trade staff are remunerated by way of salary and other employee benefits. Staff may receive commissions or other benefits in one or more of the following ways:

- a) payments for reaching sales and revenue targets generated either by their own sales or for referring customers to Place a Trade;
- b) bonuses based on the total value of products sold or the number of sales achieved by the staff member; or
- c) bonuses based on a combination of the performance of the staff member's team or business unit and the staff member's own performance - these benefits do not influence the advice provided by the staff member and a balanced approach to calculating performance-based bonuses is followed.

Benefits received by Place a Trade staff members can be either monetary or non-monetary. Monetary benefits are generally paid directly to the eligible staff member, into the same account which their salary is paid into, or in some circumstances, into another account specified by the staff member. Non-monetary benefits can include prepaid holiday accommodation, gift vouchers, or study assistance.

Benefits received by third party referrers

Place a Trade may pay external parties who refer customers to Place a Trade a commission or other benefit. Mainly, a referring party will nominate an additional '*spread*' - the differences between the bid price and ask price of a given tradable instrument - or monetary fee to be charged to the referred client.

Full details of the commission and spread payable by you when dealing with Place a Trade are detailed in the PDS, or on written request.

9. Dispute resolution

Place a Trade has both internal and external dispute resolution procedures in place to resolve complaints or concerns from clients.

If you have any complaints or queries about Place a Trade's products or services, you should firstly contact Place a Trade's customer service team or your Account Manager. All complaints and queries will be investigated fully and promptly.

If you are a retail client and your complaint is not satisfactorily resolved, Place a Trade can, on your request, refer any unresolved complaints to the *Australian Financial Complaints Authority (AFCA)*. You can also contact AFCA you have the ability to escalate your concerns to an external dispute resolution on 1300 56 55 62 (TOLL FREE) or by email to info@afca.org.au.

10.Regulatory obligations

Place a Trade undertakes to ensure that comprehensive and accurate records of clients are properly maintained.

As a financial services provider, Place a Trade has an obligation under the *Anti-Money Laundering and Counter Terrorism Financing Act (AML/CTF Act) 2006* to verify your identity and the source of any funds. This means that Place a Trade will ask you to provide identification documents such as a valid passport or a driver's licence before setting up your trading account with Place a Trade - your information will be held securely.

Please be advised that Place a Trade may not be able to provide any services to you if you are unwilling to provide the required documentation to Place a Trade.

11.Privacy policy

All information that Place a Trade collects about you will be treated in accordance with its Privacy Policy which can be found and downloaded online at

placeatrade.com.

Place a Trade only discloses personal information to external parties for the purposes of execution, clearing and settlement of transactions, or those who act on its behalf in the operation of its business or in connection with the transactions to be undertaken.

Such external parties are required and committed to protecting your privacy and where they are offshore, Place a Trade takes reasonable steps to ensure that to the maximum extent reasonably possible any information sent has the same level of privacy protection as it provides here in Australia.

Place a Trade will not otherwise disclose your personal information without your consent, except as authorised or required by privacy laws. When Place a Trade collects, uses, discloses or handles your personal information, it is committed to compliance with the *Privacy Act 1988 (Commonwealth) ('Privacy Act')*, the *Australian Privacy Principles ('APPs')* and the *General Data Protection Regulation (EU) 2016/179 ('GDPR')*.