

## Financial Services Guide

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Australian Financial Services Licence Number: 326907

Preparation date: 29 March 2021  
 Version: 1.5.5

### 1. What is a Financial Services Guide?

This Financial Services Guide ("FSG") is an important document to help you understand and decide if you wish to use the financial services we are able to offer you.

It provides you with information about Hantec Markets (Australia) Pty Ltd and its representatives ("HMA, us, our, we") and the services we provide. Its purpose is to educate you, so you can decide whether to use our financial services.

This FSG contains information about:

- who we are and how we can be contacted;
- what services and products we are authorised to provide to you;
- how we (and any other relevant parties) are paid; and
- who to contact if you have a complaint.

Before we issue any particular financial products to you, we will provide you with a Product Disclosure Statement ("PDS"). The PDS contains information about the financial product to assist you in making an informed decision about that product. It will outline relevant terms, significant risks (where such exist), and fees and charges associated with the product.

HMA occasionally provides general advice regarding the financial markets or our services. If we provide you with general advice, it may not be appropriate to your needs, financial situation or objectives, and you should consider your circumstances before choosing to proceed with using our products. Additionally, you should obtain and read our PDS before making a decision.

We have arrangements in place to maintain adequate professional indemnity insurance as required by the *Corporations Act 2001*. This insurance provides cover for claims made against us and our representatives/employees including claims in relation to the conduct of representatives / employees who no longer work for us but who did so at the time of the relevant conduct.

### 2. Who will be providing the Financial Services to you?

#### The Licensee

HMA is the holder of an Australian Financial Services Licence (326907) and is responsible for the financial services it and its representatives provide to you (including providing general financial product advice and dealing which its representatives do on HMA's behalf).

HMA authorises, and is also responsible for the content and distribution of this FSG. If you have any questions about this FSG or our services you can contact HMA using the contact information at the top of this page. You can instruct us to provide you with our services by:

- visiting our Sydney office;
- contacting us via our online trading platform or via telephone.

Hantec Markets Limited (HML) is incorporated in the UK, and is an Authorised Representative of ours (FSA Register No: 502635). It is part of the Hantec group of companies. You can contact HML if you are in Europe, in any of the following ways:

Hantec Markets Ltd  
 19 Catherine Place  
 London SW1E 6DX

Phone: +44 (0) 20 7036 0888  
 Email: [ask@hantecfx.com](mailto:ask@hantecfx.com)  
 Web: [www.hantecfx.com](http://www.hantecfx.com)

### 3. On whose behalf are we acting when we provide our services to you?

As we are the product issuer, we typically act on our own behalf when we provide the services.

Our Authorised Representatives also act on our behalf when providing the services to you.

### 4. What services and products are we authorised to provide to you?

HMA is authorised to give you *general advice* to both retail and wholesale clients in relation to non-cash payment products, derivatives and foreign exchange contracts. HMA is also authorised to *deal* in relation to those same products.

This means that we, can advise you without taking into account your personal circumstances), and help you use our trading platforms. We can also help you fill out the forms and undertake and complete trades and other related transactions.

HMA is also authorised to "make a market" for foreign exchange and derivatives contracts. This means that we set our own prices for the products we issue. The prices we set may diverge significantly from the market price for the underlying instrument.

In providing our service, other financial issues may arise, such as how to invest money, or taxation issues. However, we are not authorised to provide advice relating to those financial issues, or any other issues except those explained above. You should seek specific advice from the appropriate professionals if these issues are relevant to you. Also, we are not registered tax agents under the Tax Agent Services Act 2009. If our general advice has tax implications, you should seek advice from a registered tax agent before relying on advice that may impact your tax obligations, entitlements and liabilities.

Our Authorised Representative, HML, is authorised to arrange for you to use our financial services (which include foreign exchange and derivative contracts and non-cash payment facilities). This typically includes helping you complete forms, and accessing our foreign exchange and bullion trading platforms. HML can also provide you with some general advice, in certain situations (eg. via promotional material on its website material). Distribution of this FSG by HML has been authorised by us.

### 5. What fees and commissions are payable to HMA?

By using or continuing to use our services, you agree that:

- All fees and charges received by us as described in this FSG (other than third party fees and charges) are a benefit given to us by you, in exchange for the market making and dealing services provided by us.
- We do not charge volume-based or asset-based fees for any advice we provide.
- You understand, consent to, authorise and direct us to charge you in this way.

There are a number of costs, fees and commissions that you may be required to pay us, in order to use our services:

#### Type: Spread Cost

#### Description:

Margin foreign exchange contracts, foreign exchange foreign exchange contracts and contracts-for-difference ("CFD") transactions, incur costs relating to the spread, which is the difference between the bid price and ask price. The "bid price" represents the price at which we are willing to notionally buy the underlying instrument or currency from you and the "ask price" is the price at which we are willing to notionally sell to you.

The price difference of this spread will depend on factors such as the size and value of the transaction and prevailing market rates. Larger transactions and lower volatility often results in lower spreads.

This spread is paid by you, but is incorporated into the quoted rates and is not an additional charge or fee payable by you above those quoted rates.

We earn a spread whenever you trade with us. All buying and selling of derivatives is notional, because HMA does not deliver the underlying instrument. It offers a platform that lets you trade over a range of underlying instrument.

Sometimes, in order to trade on our platforms, HMA will convert your money into your account's base currency, say, USD. Before we convert the currency we will provide you with a rate for the conversion. This is an example of when physical delivery does occur. We also charge a spread in this instance.

#### Example of a spread

The exchange rate between the Japanese Yen (JPY) and the United States Dollar (USD) might be JPY 79.20 to USD 1. A person looking to convert JPY into USD might have to pay JPY 79.20 for each USD, while a person looking to convert USD to JPY might receive only 79.10 JPY for each USD they convert. It is usually written as USD/YEN 79.10/79.20, or abbreviated to 79.10/20. The bid price is JPY 79.10 and the ask price is JPY 79.20 for USD 1. In this example, the bid-ask spread for the currency pair is 79.20 - 79.10 = 0.10, or 10 "basis points". In this example, if HMA quoted these prices to you and you proceeded to buy the currency at the ask price, then HMA would retain the 10 basis point spread if there is another client who sells the currency to HMA at the bid price.

**Type:** Rollover interest rate**Description:**

You may earn or pay interest ("rollover interest") by entering and holding a margined contract overnight.

The interest rate you earn or pay depends on the type and size of products that you buy or sell, the interest rate differential between the currency pair you have bought/sold (where applicable) and the duration of the rollover period.

Interest rates are calculated on an on-going basis and are subject to change due to many macroeconomics factors including but not limited to the monetary policies of central banks and the liquidity in the international banking system.

HMA may adjust interest rates at any time based on the market conditions and its own positions in the market without notice to the client. Your account balance will be automatically credited or debited with overnight interest by the next business day or sooner.

**Time Zones**

Rollover interest accrues if you hold a position from or later than 4.59pm New York Time (NYT). At 4.59pm NYT, any open positions will be subject to rollover interest and the cost (and its impact on your account balance) will be displayed within one hour on your online account.

**Weekends and Holidays**

With a margin foreign exchange contract, if the currency you notionally buy is from a country with a lower interest rate than the currency you sell, you will need to pay the difference. Your account will be deducted accordingly. The reverse also applies. In some instances, you may be paid interest.

**Type:** Conversion cost**Description:**

HMA will convert your funds and you will incur a conversion cost if:

1. You pay money to HMA in a currency that is different from your nominated base currency (you can nominate either AUD or USD); or
2. You request and we agree to withdraw money from your Account that is different to your base currency; or
3. You place a trade where the base currency of that trade is different to your nominated base currency.

HMA may convert your funds by first quoting you a price pursuant to our Terms and Conditions. If you choose to accept HMA's quoted prices (say, by making a deposit or placing a trade at the quoted price), then the transaction will usually take place immediately

- upon making the deposit or receipt of the cleared funds;
- upon processing the withdrawal;
- when opening a trade or closing a trade.

In the case of you paying money to HMA in a currency different to your base currency, the new currency will be delivered to your HMA account. We will be remunerated by the difference between the rate at which we buy and sell to you the currency.

**Type:** Interest on client money**Description:**

Money that HMA holds in its client money accounts may accrue interest. HMA is entitled to any interest (which is calculated daily) on positive balances in the client trust account and does not pay it on to clients. The interest rate is determined by HMA's banks.

**Type:** Administrative Charges**Description:**

HMA will charge a fee for the following administrative services when they are requested by you or people authorised to trade on your behalf:

Hard Copy duplicate statement (posted to you)	AUD 20.00 per statement
Audit certificates	AUD 20.00 per copy

The above administrative charges will be deducted from your account shortly after the relevant event happens (eg. if you request a particular document from us). These fees are subject to change.

You may request more details about the way HMA is remunerated within a reasonable time after receiving this document.

**Type:** Dormant Account Fee**Description:**

If you do not use your account for trading within a 12 month period, HMA will charge you a dormant account fee of \$25 per year.

The Fee will be deducted from your account on the anniversary of the last transaction in the account. If your account balance is zero or if the fee will bring the balance to zero then HMA will charge such part of the fee as brings your account balance to zero and then close your account.

This Fee covers the administrative cost of maintaining your account.

**6. How are our people and third parties remunerated?**

HMA's directors and its employees are remunerated by annual salary, and an annual bonus. These types of remuneration will depend on several factors including:

- their position within the company;
- company performance;
- professionalism and adherence to compliance procedures; and
- team performance.

You may request more details about the way these people or entities are remunerated within a reasonable time after receiving this document.

**7. What should you do if you have a complaint?**

In the event you have a complaint, you can contact your HMA representative and discuss your complaint.

If your complaint is not satisfactorily resolved, please contact HMA by telephone or in writing:

Joanne Ding  
Head of Compliance  
Hantec Markets (Australia) Pty Limited  
See the contact details at the top of this FSG.

At this stage, we will try to resolve your complaint within a period of thirty (30) calendar days from the day of the initial complaint. The Head of Compliance will provide a full written response to you.

If the complaint cannot be resolved to your satisfaction you have the right to refer the matter to the Australian Financial Complaints Authority ("AFCA") within two (2) years from the date of HMA's final response.

Contact details for AFCA are outlined below:

Australian Financial Complaints Authority Limited  
GPO Box 3  
Melbourne, VIC 3001  
Australia

Telephone: 1800 931 678  
Fax: (03) 9613 6399  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

**8. Personal Information**

HMA is committed to ensuring the confidentiality and security of the personal information of its clients, and is also committed to complying with both the Privacy Act 1988 (Cth) and the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth). The HMA Privacy Policy detailing our handling of personal information is available at <https://www.hantecmarkets.com/privacy> or upon request. You may request access to information held about you by contacting the HMA Privacy Officer, Joanne Ding, using the contact information at the top of this FSG.

If you do not provide some or all of the information requested on our application form, we may not be able to accept your application to open an account or otherwise provide you with our services.

HMA may use information received from its clients to send marketing material to its clients from time to time where the client has consented to receive it. HMA will not provide your information to any third party other than in accordance with the HMA Privacy Policy.

HMA may record inbound and outbound telephone conversations to and from HMA's offices for compliance and training purposes.

**Please retain this FSG for your reference and any future dealings with HMA. We may also add documents at a later date which will form part of this FSG, and should be read together with it. They will include the word "FSG" in the heading.**