



Financial Services Guide

Issuer:
Prospero Markets Pty Ltd
ABN 11 145 048 577
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1. ABOUT THIS FINANCIAL SERVICES GUIDE

This Financial Services Guide (**FSG**) is dated 5 October 2021 and has been prepared and issued by Prospero Markets Pty Ltd (ABN 11 145 048 577; AFSL 423034) (**Prospero Markets, we, us or our**) to inform you, as a retail client, about the financial services provided by us and to comply with our obligations as the holder of an Australian Financial Services Licence (**AFSL**) issued by the Australian Securities and Investments Commission (**ASIC**).

This FSG has been prepared to provide you with information about the financial products and services that we offer to retail clients. The FSG is an important document and a regulatory requirement under the Corporations Act 2001 (Cth) (**Corporations Act**). It contains information about who we are, remuneration, any associations or relationships we may have with financial product issuers, details of any potential conflicts of interest, our internal and external dispute resolution procedures and how you can access them, information on how we handle your personal information, and how we can be contacted.

This FSG contains general information only. If you have further questions regarding this FSG please contact us.

Important general information contained within this FSG includes:

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

2. OUR CONTACT DETAILS

Prospero Markets Pty Ltd	
Registered & business address	Suite 602, 160 Queen Street, Melbourne Victoria 3000, Australia
Postal address	Customer Services Team Prospero Markets Pty Ltd Suite 602, 160 Queen Street, Melbourne Victoria 3000, Australia
ABN	11 145 048 577
AFSL	423034
Phone	1300 768 888
Email	info@prosperomarkets.com
Website	www.prosperomarkets.com

3. WHAT FINANCIAL SERVICES AND PRODUCTS DO WE PROVIDE?

a. *Our services*

Prospero Markets is a financial services provider authorised under its AFSL (number 423034) to provide the following financial services to retail and wholesale clients:

- Provide general financial product advice in relation to foreign exchange contracts and derivatives;
- Deal in foreign exchange contracts and derivatives; and
- Make a market in foreign exchange contracts and derivatives.

Prospero Markets offers general advice, dealing and execution services in relation to over-the-counter (**OTC**) derivative products, including Margin Foreign Exchange Contracts (**Margin FX Contracts**) and Contract for Differences (**CFDs**) (together referred to as **Products** in this FSG). We offer Products over a range of underlying instruments.

Prospero Markets is licensed to provide financial services in Australia under its AFSL, and does not accept US or NZ citizens as clients. Prospero Markets' services are intended for residents of Australia and are not directed at any person in any country or jurisdictions where such distribution or use would be contrary to local law or regulations. Please refer to our website for further details.

b. *Our Products*

Prospero Markets provides Products to its customers in Australia on the following trading platform:

- MetaTrader 4 (referred to as **Trading Platform** in this FSG).

In general terms, our Products are instruments that allow you to make a profit or loss from fluctuations in the price of the underlying instrument. The price of a Product is based on the price of an underlying instrument (for example, a share on an exchange). See the relevant PDS for further details on our Products.

4. OUR ADVICE POLICY

We are authorised under our AFSL to provide **general advice only** and we will only provide you with general advice and information about our Products and/or the markets related to our Products. This advice and information does not take into account your specific financial situation, needs or objectives. Under the law regulating the provision of financial product and services, general advice and personal advice have special meanings and may differ from what you commonly understand. You should seek independent professional advice to determine whether our general advice is appropriate for your circumstances.

We do not provide personal advice in any circumstances. Any information you have requested about our Products and the underlying markets and any discussions with our employees about their view of current or future market conditions or prospects for a particular Product should not be seen as personal advice, as they will not have taken into account your particular financial circumstances, objectives or needs. Rather, it should be

regarded as general information for your consideration prior to making any decision to trade in any Product with us. Further, our collection of information and assessment of whether you fall into the target market of our Products should NOT be considered as providing personal advice to you. It remains your sole responsibility to ensure that all your investment decisions are made taking into account of your specific financial institution, needs and objectives.

We recommend you to seek independent advice, read the Product Disclosure Statement (PDS), Terms and Conditions (T&Cs) and this FSG in their entirety, and ensure that you fully understand that risks in light of your personal circumstances before making any trading decisions. We also recommend you to read our [Target Market Determination](#) to understand the population to which our Products are designed for.

5. WHO WE ACT FOR?

Prospero Markets is responsible for the financial services we provide to you under our AFSL. We are a market maker and issuer of our Products, not an agent or broker. We act as principal in all transactions with you in respect of the Products and services offered by us to you. This means that we will be the counterparty to all of your trades.

6. HOW TO INSTRUCT US?

You may give us dealing instructions via phone or our Trading Platform. If you give us instructions via phone, you must confirm that such instructions have been affected by us by checking your account on the Trading Platform.

Any other form of communication that is not a dealing instruction may be made via phone, person, or in writing by post or email. Our phone lines may be recorded in order to provide a record of communication between you and us.

If you wish to use the services and products offered by Prospero Markets, please go to our website, where you can access information and documents necessary for opening an account with us and download our Trading Platform.

7. OTHER DOCUMENTATION YOU MAY RECEIVE

Your trading in our Products is governed by the following documents:

- the PDS ;
- this FSG;
- the T&Cs; ^[1]_[2]
- any Confirmation; and
- any other terms and conditions published by us from time to time on the website and the Trading Platform.

All of our Products and services are issued and provided under our PDS. The PDS is provided to assist you in making an informed decision about whether to acquire or utilise those financial products and is available on our website, along with this FSG and our T&Cs.

We also publish a range of our policies on our website including but not limited to the below:

- Privacy Policy;
- Target Market Determination; and
- Hedging Counterparty Policy.

We recommend that you read and understand the contents of all of the above documents before transacting with us.

8. OUR FEES, CHARGES AND EMPLOYEE REMUNERATION

a. Fees and Charges for Products issued by Prospero Markets

Prospero Markets will not charge any specific fee for giving you information and general advice about our Products.

As the issuer of the Products, we will receive the amounts described in Schedule 1 of this FSG, all of which are described in more detail in the PDS with workable examples. This FSG only contains a general summary of the common fees, costs and charges. You should refer to the PDS for further details. All fees, costs and charges and other amounts payable are subject to change from time to time.

b. Fees and commission paid to third parties

Where you have been referred to Prospero Markets by a third party (including introducing advisers, referrers and any other third parties), we may share all or a portion of our revenue derived from your account with the third party or provide other benefits to for the introduction or referral of customers to us. Such fees, commission or benefits may be of a one-off nature or an ongoing nature.

Any amount paid to a third party is negotiated on an individual basis and is typically based on a sliding scale which takes into account:

- the number of customers the third party introduces or refers to us; and
- the number of trades made by customers introduced or referred to us. ^[1]_{SEP}

In addition to the above, we may pay a fixed fee to a third party for each customer they refer to us. This referral fee will determined on a case by case basis. Unlike the variable commission and benefits outlined above, this fixed fee is not based on the revenue generated by us from the relevant customers.

c. Fees and commission a third party may pay us

We may receive fees, commission or other benefits from third parties where a Prospero Markets customer utilises the third party's product in connection with their trading with us.

d. Employee remuneration

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

e. Conflicted remuneration and prohibited inducements

Some types of remuneration are banned under the Corporations Act and are referred to as "conflicted remuneration". Such payments to any party that referred you to us and any other third parties will only be made if they are in accordance with the Corporations Act requirements in respect of conflicted remuneration.

In circumstances where the conflicted remuneration provisions of the Corporations Act apply,

we will only make payments to relevant third parties if we receive your clear consent in advance. You are entitled to receive full details regarding any of these payments and/or revoke your consent, if you provide us with a written request. You also have a right to request further information in relation to the remuneration, the range of amounts or rates of remuneration, and soft dollar benefits received by us and/or our representatives.

Further, we will ensure that no prohibited benefits (as defined in the *ASIC Corporations (Product Intervention order – Contracts for Difference) Instrument 2020/986*) are provided in any circumstances.

9. CONFLICTS OF INTEREST

Prospero Markets, our associates and/or other persons connected with Prospero Markets may have an interest, relationship or arrangement that is material in relation to any Products entered into with us. We may provide services to third parties whose interests may be in conflict (taking an opposite position) or competition (to acquire the same or similar position) with your interests. We will not act in a way that would deliberately favour the position of another party over you or vice versa. Prospero Markets is an OTC contracts issuer and not an agent.

Accordingly, you will be trading these Products directly with us and not on any licensed exchange. As the Product issuer, we set the prices that refer to, but may not always be the same as, those in the underlying market. We will always act as principal, not as an agent, for our own benefit in respect of all of our transactions with you.

10. PROFESSIONAL INDEMNITY INSURANCE

Prospero Markets has professional indemnity insurance in place in accordance with section 912B of the Corporations Act. The professional indemnity insurance covers claims pertaining to conduct of current and past employees. The policy will cover work done for us by our employees as well as our authorised representatives. These arrangements are in place to compensate individuals who suffer loss or damage as a result of a breach of our obligations.

11. DISPUTE RESOLUTION

Prospero Markets is committed to providing a high standard of services to our customers. We have clearly laid down dispute resolution procedures. Please refer to our [Complaint Management Policy](#) for more details.

If you have any complaints or queries about the service provided by us you should contact our Customer Service Team at the details below:

Customer Services Team of Prospero Markets	
Phone	1300 768 888
Address:	Suite 602, 160 Queen Stree, Melbourne Victoria 3000, Australia
Email	support@prosperomarkets.com
Website	www.prosperomarkets.com

Our Customer Services Team will, on receipt of your complaint:

- Provide an acknowledgement of your complaint and indicate a timeframe in which Prospero Markets will formally respond to your complaint;
- Consider and investigate the circumstances of your complaint, which may also involve communicating directly with you;
- Notify you in writing of our decision, including the reasons for the decision and any potential remedies, within thirty (30) days from receipt of your complaint; and
- If your complaint is not resolved within thirty (30) days, we will inform you in writing of the reasons for the delay.

If the complaint can't be resolved to your satisfaction by us through our internal dispute resolution process, you have the right to refer your complaint to the Australian Financial Complaints Authority (**AFCA**). AFCA is an independent and external dispute resolution service, of which Prospero Markets is a member.

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

Website: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678 (free call)
In writing to: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

Before AFCA will deal with your complaint, you must have first lodged a complaint with us and given us time to investigate and resolve the dispute. Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

12. Privacy Policy

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

Schedule 1 – Our Fees and Charges

Please note that all capitalised terms in this schedule as the same meaning as defined in the PDS. All amounts are GST inclusive (if GST is applicable). You are able to find more information about these fees and charges in Section 7 of the PDS.

Table 1 – Fees for our Products

Spread	When trading Products on the Trading Platform you will notice that each Product that you request a price in has a lower price and a higher price at which you can place your Order. The higher quoted price is the indication of the price you can buy a Contract. The lower quoted price is the indication of the price at which you can “sell” a Contract. Spread means the difference between the Bid Price and the Ask Price.
Swap Charges	When you hold a Position or Positions overnight in a Margin FX Contract or CFD (other than an Excepted CFDs) they will be rolled over to the next Trading Day, which will result in you paying a Swap Charge or receiving a Swap Benefit. The amount is determined by us and depends on factors including our Swap Rate, being the rates at which you receive or pay interest on Positions that remain open overnight.
Rollover Charges	Rollover Charges and Rollover Benefits due will be incurred at the time when the rollover occurs and you will immediately receive gain or loss in the relevant Position.
Commissions	The Commission is, if applicable, calculated based on generally AUD\$3.00 per 100,000 units of Contracts traded per side.
Corporate Action Charges	When a Corporate Action or an Insolvency Event occurs in relation to any Underlying Instrument and/or its issuer we may, acting in a commercially reasonable manner, make adjustments to your open Positions, Stop Loss Orders and Limit Orders to reflect those actions and to put you in a position as close as possible to that of a direct holder of the Underlying Instrument noting that you may not get all the benefits such as tax benefits, credits or deferrals. We are entitled not to not required to provide you with the full benefit of a Corporate Action where we do not receive the benefit of a Corporate Action from our hedging counterparty.
Conversion Fees	Profits or losses accumulated in your Account in currencies other than Base Currency nominated by you will be converted to the nominated Base Currency, and accordingly we will charge you a conversion fee for that conversion.
Administration Charges	Please refer to Table 2.

Table 2 – Administration Charges

Administration Services	Fees
Receipts	
Electronic Funds Transfer / Telegraphic Transfer	No charge
Other funding methods	Please refer to our website
Withdrawal	
Electronic Funds Transfer / Telegraphic Transfer within Australia	<ul style="list-style-type: none"> AUD\$5 for amount less than AUD\$100; and AUD\$0 for amount at or above AUD\$100.00. <p>Note that corresponding bank may charge you a fee for the transfer.</p>
International Electronic Funds Transfer / International Telegraphic Transfer	<p>USD\$20.</p> <p>Note that corresponding bank may charge you a fee for the transfer.</p>
Other	
Duplicated statements by post	AUD\$5.00 per statement
Returned cheque fee	Upon application
Inactivity Fee	AUD\$10.00 per month. This fee will be triggered on a monthly basis when an Account has no trading activities six (6) months or more from the later of your last trade or opening of the Account. Trading activity includes the opening and/or closing of a Position or maintaining an open Position during that period. This fee is subject to the Negative Balance Protection we offer under the PDS.