

Combined Financial Services Guide and Product Disclosure Statement

Financial Services Guide

Issue Date: 10 February 2014

This Financial Services Guide ("FSG") is designed to provide you with important general information regarding our services and is generally issued prior to Super Forex Financial Pty Ltd ABN 42 125 839 572, AFSL number 443886 ("Superforex Financial", "we" or "us") providing you with any of our financial products or services. All information contained in the FSG has been obtained from sources believed to be accurate. Please contact us if you would like further information on this FSG or on any of our services.

Other documents you may also receive

You may also receive a Product Disclosure Statement (PDS) when Superforex Financial provides services or products to you, or at the time this FSG is given to you.

The PDS contains general information about the product including:

1. The terms and conditions for the product;
2. Any significant risks associated with holding the product;
3. Information about the cost of the product; and
4. Details of fees and charges the product provider receives for issuing the product.

General Transaction documents

We will provide you with the relevant documentation to facilitate the requested Transactions. These may include, but not be limited to, client agreements, terms and conditions, and deal confirmations.

Contact Details

Clients who wish to contact or correspond with Superforex Financial may use the following details:

Superforex financial Pty Ltd
Suite 1208, World Tower
87-89 Liverpool Street
Sydney N.S.W.2000

Tel: 61-2-99930796

Fax: 61-2-99930797

Email: info@Superforex.com.au

Superforex Financial holds **Australian Financial Services Licence (AFSL 443886)**. This licence authorizes Superforex Financial to provide the following financial services to both retail and wholesale clients:

- (A) Provide general financial product advice for the following classes of financial products:
 - a. foreign exchange contracts;
- (B) deal in a financial product by issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:
 - a. foreign exchange contracts; and
- (C) make a market for the following financial products:
 - a. foreign exchange contracts.

Financial products offered by Superforex Financial

Superforex Financial offers the following services in relation to our license:

(A) Foreign exchange spot contracts ("Foreign Exchange Spot Transaction", "Spot Contracts")

(B) Foreign exchange foreign contract ("Forward Foreign Exchange Contracts", "Forward Contracts")

General Advice

Any advice Superforex Financial provide to you does not take into account of your personal circumstances, therefore any information you request regarding Superforex Financial's Products and

Services and the markets in which they are traded, and any advice provided by a Superforex Financial employee must be considered as a general advice only.

Before acquiring any of the financial products and services mentioned in this FSG, you should consider whether the service is appropriate having regard to your Personal Circumstances. You should also ensure that you understand the risks associated with the financial services you enter into with Superforex Financial.

Using our services

You may use our services by giving us instructions in person, in writing, by email, via the telephone or via such other methods as may be mutually agreed between us.

Records

The following records of your client transactions and advice provided will be maintained by Superforex Financial:

- ☒ Books of accounts;
- ☒ Client statements;
- ☒ Records of activities;
- ☒ Instructions received from clients;
- ☒ Trades executed;
- ☒ Commissions or other fees charged.

Subject to the terms of access below, clients will have full access to these records. A request for a copy of any or all of the above records must be made to Superforex Financial by way of a medium acceptable to Superforex Financial such as fax, mail, email or telephone. Clients will receive a copy of the records by fax, mail, or through an electronic medium at a cost of \$20 per copy.

Who we act for

We are responsible for the financial services we provide to you under our Australian Financial Services Licence, and we do not act for or on behalf of any other financial services licensee.

Remuneration of other benefits received by our employees

Our employees who provide you with advice may receive remuneration for the provision of these services.

What are the fees and charges?

We may charge fees for the products and services provided to you. Fees and charges in relation to Foreign Exchange is detailed in the Foreign Exchange PDS section of this combined document. Client may also incur additional fee charges, including bank charges and fees relating to execution of the foreign exchange transactions, from external institutions that deal with Superforex Financial.

Is there anyone to whom I can complain if I have problems?

Superforex Financial has an internal dispute resolution process in place to resolve any complaints or concerns clients may have.

The first step in resolving a complaint is to call or contact your Superforex Financial Representative and discuss the issue, and our Representative will seek to resolve your complaint for you. If this initial contact does not satisfy your complaint, or if you do not wish to speak to your Representative, please direct your complaint to Superforex Financial in person, via telephone call, email, or write to:

Complaints Officer

Superforex financial Pty Ltd
Suite 1208, World Tower
87-89 Liverpool Street
Sydney N.S.W.2000

Tel: 61-2-99930796

Fax: 61-2-99930797

Email: info@Superforex.com.au

To help us resolve your concern or complaint quickly, please provide us with all the relevant details. These details should include information identifying your account and/or client transaction; your address and phone number(s); details of your concern or complaint; and how you would like it resolved. Within 5 business days of Superforex Financial receiving your complaint, you will be contacted by a Superforex Financial Management staff acknowledging receipt, and attempts will be made to resolve your complaint.

If the matter is not resolved after 5 business days, you will receive a letter from Superforex within 6 weeks of the complaint first being reported outlining the outcome of your complaint. If you are dissatisfied with the outcome, you have the right to lodge a complaint with the Financial Ombudsman Services (FOS). FOS is an approved external dispute resolution scheme that provides free and independent dispute resolution service.

In exceptional cases whereby complaints made to Superforex Financial are not resolved within 45 days, you may also seek assistance from FOS by contacting them using the following details:

Financial Ombudsman Service (FOS)

GPO Box 3

Melbourne Vic 3001 (Australia)

Tel: 1300 78 08 08

Fax: (03) 9613 6399

Web: www.fos.org.au

Compensation arrangements

Superforex Financial have professional indemnity insurance in place that complies with section 912B of the Corporations Act 2001.

Our privacy policy

We are committed to protecting your privacy. We have systems and processes in place which safeguard against the unauthorized use or disclosure of your personal information. Please contact us if you have any concerns or if you would like to see a copy of our privacy statement.

Product Disclosure Statement

Date: 10 February 2014

Issued by: Super Forex Financial Pty Ltd ABN 42 125 839 572 (AFSL 443886)

This Product Disclosure Statement ("PDS") is prepared and issued by Super Forex Financial Pty Ltd ABN 42 125 839 572, AFSL number 443886 ("Superforex Financial", "our", "we" or "us"). It provides you with key information about our foreign exchange products and is designed to provide you with sufficient information in deciding whether to acquire the financial products set out in this PDS.

Nature of Services we Offer

We provide foreign exchange services to retail and wholesale clients. We are the issuer of this PDS and hold Australian Financial Services Licence number 318232 which authorises us to provide the following financial services:

- Provide financial product advice regarding foreign exchange contracts and derivatives;
- deal in foreign exchange contracts and derivatives; and
- make a market in foreign exchange contracts and derivatives.

We buy and sell foreign currency.

We provide general advice and neither collect nor take into consideration, information regarding your financial circumstances and needs. It is recommended that you take all reasonable steps to fully understand the outcomes of specific foreign exchange products and strategies adopted in relation to utilising the general information provided by us to you. You should obtain financial, legal, taxation or other professional advice.

Please also note that the information contained in this PDS does not take into account your personal objectives, financial situation and needs. It does not constitute a recommendation, advice or opinion. Before entering into a foreign exchange transaction, you should obtain independent advice to ascertain whether it is appropriate for your particular financial objectives, needs and circumstances. We recommend that you take all reasonable steps to fully understand the outcomes of specific foreign exchange trades and strategies adopted in relation to utilizing the products provided by us. Independent taxation and accounting advice should also be sought in relation to the impact of foreign exchange gains and losses on your particular financial situation. If you do not understand any part of this PDS, please contact Superforex Financial using the contact details provided below.

The information in this PDS is current as at 10/02/2014 and may be updated from time to time where that information is not materially adverse to clients. We may issue a supplementary or replacement PDS as a result of certain changes. This document does not form part of the Client Agreement; nor should it be read instead of the Client Agreement.

Name and Contact Details of Issuer/Service Provider

Superforex Financial is the issuer of this PDS and the financial product provider.

Use of Examples

The use of examples in this PDS is provided for illustrative purposes only and does not necessarily reflect current or future market prices or the prices that we will apply to trade; nor how such trades have an impact on your personal circumstances.

Product Provider Contact Details

Products referred to in this PDS, and additional information on services that Superforex Financial provide, are available from the following Superforex Financial branches listed below.

Sydney- City Branch

Suite 1208, 87-89 Liverpool St. Sydney 2000

Telephone: 1300 66 31 33

02-99930796

Sydney – Hurstville branch

Shop 16, Arcade, 282 Forest Rd, Hurstville

Telephone: 02-95701229

Sydney – Eastwood branch

Shop 5, 160 Rowe St. Eastwood

Telephone: 02-98582101

Sydney – Burwood Branch

Shop 1, 1A Railway Parade, Burwood

Telephone: 02-91756365

Sydney – Campsie Branch

Shop 6, 184-186 Beamish St, Campsie

Telephone: 02-80040390

Website: superforex.com.au

Representations

The information contained in this PDS is general advice only and does not take into account your particular financial objectives, needs and circumstances. You should obtain your own professional advice to ensure you fully understand the nature and risks of these products and determine their suitability for your situation. Neither this PDS nor the Spot Contracts or Forward Contracts issued by us are endorsed or approved by the Australian Securities and Investments Commission (ASIC).

Introduction to Foreign Exchange Products & Transactions

A foreign exchange transaction ("transaction") is an agreement between two parties, which is not transferable to another party or entity, to exchange one currency for another currency at an agreed exchange rate on a predetermined date (being the 'value date'), which can be the same day or a future date in time.

The buying and selling of foreign currencies should be undertaken for a specific sale or purchase and not for speculative purposes. The rate of exchange used in the transaction is the price of one currency (the base currency) in terms of another (the other currency), such as the price of the Australian dollar in terms of the US dollar.

For example the exchange rate AUD/USD 0.90 means one Australian dollar is equal to, or can be exchanged for 90 US cents. Foreign exchange transactions are available in all major currencies. Superforex Financial specializes in providing foreign currency services to both corporate and

individual clients who have a requirement to buy or sell foreign currency for a commercial purpose or take physical delivery of the currency they have purchased as part of their day-to-day business activities, thereby needing to settle foreign invoices (payments) and convert foreign receipts.

Superforex Financial offers its clients the facility to buy or sell foreign currency at market prices using same day, spot and forward contracts. These facilities enable clients to protect themselves against any adverse currency movements.

Client Application

We will provide you with the requisite application forms to establish a relationship with us. If you wish to proceed, you will need to return a signed copy of the Application, which incorporates the Client Agreement and which in turn sets out your rights and obligations. You will then be bound by the Client Agreement.

How is the foreign exchange rate calculated?

Superforex Financial cannot predict future exchange rates. Our rate quotations are not a forecast of where we believe foreign exchange rates will be at a future date. We calculate foreign exchange rates by taking into consideration the current wholesale (inter-bank) "spot" exchange rates and the value and currency that you wish to buy or sell.

Foreign Exchange Spot Transaction

A foreign exchange spot transaction has a value / settlement date of two business days from the transaction date. That means that the currency that you have sold must be received into the Superforex financial nominated client bank account within two days of the transaction date, and the currency that you have bought will be payable to your nominated bank account two business days after the transaction date. Client funds are required to be remitted before settlement. The exchange rate quoted will be the current inter-bank spot rate plus our profit margin. Our profit margin will vary depending on the value of the transaction and currency.

Forward Foreign Exchange Contracts

An individual or corporate may want to exchange currencies at some time in the future, but may also want to manage their exposures and cash flows by securing the rate of exchange now to eliminate the risk and uncertainty associated with adverse currency movements. Forward foreign exchange contracts are generally used by exporters and importers who are looking to lock into an exchange rate in order to hedge their future foreign currency cash flows.

Contracts can be written for a period of 3 business days up to a maximum period of 6 months. For example, an importer purchasing 100 units at a price of USD 1,000 per unit in 3 months time, could enter into a forward foreign exchange transaction today against their local currency, and agree an exchange rate that will be applicable in 3 months time. Some call this a "Buy now pay later" scenario, as opposed to a spot transaction which could be considered to be a "Buy now pay now" scenario.

A forward foreign exchange contract will provide the importer with contractual and budgeting certainty, as they will know how much they will need to pay in their local currency on the settlement date in 3 months time, irrespective of any adverse movements in the market that may occur until the contract matures.

Example:

Current spot exchange rate AUD/USD = 0.8560

Three month forward premium

= 0.0060

All up Forward Exchange rate

= 0.8500

In this example, the forward exchange rate for AUD/USD reflects the fact that interest rates are currently higher in Australia than the United States of America so the forward will trade at a discount to the spot rate.

Note: *Superforex Financial may, at their discretion, allow a rollover (extension) of a Forward Foreign Exchange Contract after the original value date under the following conditions: - The maximum number of rollovers permitted is 3 with each rollover not to exceed 1 month. If delivery is not performed after this period, Superforex financial Pty Ltd will close out the contract at the Mark to Market rate and all costs and / or losses (if applicable) are payable by the client.*

Margins

All forward foreign exchange contracts must be settled by delivery of the full amount of your sale currency. If you do not settle the transaction, Superforex Financial is still obligated to settle with its bank provider. We therefore have what is known as settlement risk and to cover this risk all forward foreign exchange contracts are subject to “margin” obligations. Margin is a deposit of funds by the client required by Superforex Financial to cover its risk and as security for the client’s obligations. Additional margin may be payable in the event of adverse market movements. All client forward foreign exchange positions are revalued daily on a “Mark to Market” basis to account for any market movements. If the value of the position moves against you then you may be asked to pay additional variation margin to bring your position back to the margin requirement.

Forward foreign exchange contracts with a value date greater than 2 days and less than 6 months from the transaction date will require an initial margin, immediately payable, of between 5% and 15% of the face value of the contract. Only Superforex Financial has the discretion to determine the amount of funds required for the initial margin. You must be in a position to fund your margin requirements at all times or your position may be closed out. It is at Superforex Financial’s discretion to decide whether or not to pay interest on margin funds deposited. You should not enter into a forward contract if you are unable or unwilling to provide a margin deposit of between 5% and 15% (or

more if we so decide) of the value of the transaction with the possibility of one or more further payments being requested at any time prior to the Settlement Date. If we ask you to pay a deposit at any time and you fail to do so, we may close out your forward contract without prior notice.

If we have requested additional deposits for your margin at any stage of your forward contract transaction, you must pay it promptly. We would normally expect to receive the additional margin deposit within 48 hours of the request, failing which we reserve the right to close out the forward contract transaction without notice and ask you to pay the full amount of any loss occasioned by us immediately.

Example:

Day 1 an importer enters into a forward foreign Exchange 200,000 at 0.8560 and sell AUD 233,644.86 for value 3 months time.

The importer pays AUD 11,682.24 initial margin (5%) on the day following the transaction date.

Scenario A

The contract is revalued daily by Superforex Financial at current market rates until the maturity of the contract. In this example the AUD initial margin has been sufficient to cover market movements in the AUD/USD exchange rate during this period and no further margin is required.

On maturity date of the forward contract the importer pays the balance of AUD 221,962.62 to Superforex Financial in full settlement of the transaction.

Scenario B

The contract is revalued daily by Superforex Financial at current market rates. One month after the trade date the AUD/USD rate is 0.9110. If Superforex Financial had to go to the market to replace the client transaction it would sell USD 200,000 @ 0.9110 and buy AUD 219,538.97, a difference of AUD 14,105.89. The importer has already deposited AUD 11,682.24 initial margin, but this is insufficient to cover the potential loss and settlement risk.

Additional margin would therefore be made by the importer for, let's say, AUD 2,400.00. On maturity date of the forward contract the importer pays the balance of AUD 219,562.62, to Superforex Financial in full settlement of the transaction. This balance being the original contract value of AUD 233,644.86 less AUD 14,082.54 total margin already paid. Any outstanding balance of the sold currency must be paid to the account nominated by Superforex Financial not later than one working day before the value date (or settlement time) of the particular forward contract.

Costs of foreign exchange transactions

Superforex Financial earns its revenue in the Foreign Exchange Spot Transactions and Forward Foreign Exchange Contracts from the spread between the wholesale price and your trade price. The

spread varies in accordance with the size of the transaction and the type of product. Upon you agreeing an exchange rate and confirming the amount of currency you require to sell or buy the total amount payable by you to Superforex Financial will be based upon the agreed exchange rate. The sold currency amount is determined by the exchange rate that we agree with you and the required amount of the purchased currency. When you enter into a forward foreign exchange contract you will be required to pay an initial margin and may be required to pay a further variation margin in the event of adverse market movements.

These margins are required by Superforex Financial to cover the risk to Superforex Financial and as security for the client's obligations. Margin amounts are payable into the Superforex Financial Client Bank Account and are held, used and withdrawn in accordance with our Foreign Exchange Master Agreement. Interest may be payable on the funds held but the level of interest will be dependent on the amount and on the duration of time the funds are held. It is not a mandatory requirement for Superforex Financial to pay interest on these funds and if it does not, Superforex Financial will be entitled to the interest earned on the funds. In all instances, you will be required to pay, no later than one working day prior to the value date, in cleared funds, the balance of the sold currency into the Superforex Financial client account nominated by Superforex Financial.

For electronic transfers, a fee between AUD15 and AUD25 per transaction is levied by Superforex Financial. Recipient banks may also charge transactional costs for receipt of funds which are outside the control of Superforex Financial.

For electron transfers of AUD to overseas (except China), where there is no currency exchange involved, a handling fee of 0.5 % of the amount to be transfer plus electron transfers fee AUD20 per transaction is levied by Superforex Financial. Recipient banks may also charge transactional costs for receipt of funds which are outside the control of Superforex Financial.

Client Agreement

Superforex Financial's Client Agreement governs the trading relationship between Superforex Financial and you. This agreement is agreed between us and yourself when we accept your completed and signed application form ("Application") before you can trade in foreign exchange contracts with us, and it sets out the basis on which future transactions will take place. However, entering into the Client Agreement does not in itself constitute a trade or in any way oblige you or us to enter into future transactions. We recommend that you consider seeking independent legal advice before entering into the Client Agreement, as the terms and conditions detailed therein are important and affect your dealings with us.

Speculation

Please note that Superforex Financial does not permit clients to enter into transactions for foreign exchange currency speculative purposes ("speculation"). We only provide the foreign exchange

services in this PDS to clients who buy and sell foreign currency for commercial purposes. Superforex may therefore refuse any instructions to extend a settlement date or to close out a transaction in advance of a settlement date, if it knows or suspects that such instructions are issued for the purposes of speculation.

Settling foreign exchange products

On the day of the transaction Superforex Financial will advise you of the full amount of the sold currency, for same day or spot contracts, or the required initial margin amount for forward foreign exchange contracts. This amount must be deposited to Superforex Financial's nominated client bank account. When your trade reaches value date (settlement date), and Superforex Financial has received, and sighted, your sold currency in cleared funds in a nominated bank account before the Settlement Date, Superforex Financial will instruct its bank to send your bought currency via international payment systems, in accordance with your instructions. All transactions are effected electronically and Superforex Financial retains detailed records of all settlement transactions. In order for same day contracts to effectively settle prior to close of business on the trade date, your sold currency amount must be received by Superforex Financial within standard banking and currency cut off times. If funds are not received by this time, settlement will occur on the next working day. In order for spot and forward contracts to effectively settle, the balance of your sold currency amount must be received one working day before the Value Date. Onward payment of the bought currency is sent by Superforex Financial on the receipt of the sold currency. All forward contracts must be settled by delivery of the full amount being transferred by the Settlement Date.

Pre-deliveries and rollovers

Once entered into, the value date (settlement date) of your transaction can only be altered by pre-delivering the currency sold to an earlier date, subject to appropriate adjustment for the rate differential, or by rolling over the contract. This is done by closing out of your existing contract and the entering into a new contract. The close-out and new contract rates will be the current market rates, and may be better or worse than the original contract. Historical Rate Rollovers (HRR) will be at Superforex Financial's discretion.

Close out of foreign exchange products

A foreign exchange transaction can be closed out before and up to the value date in the following circumstances:

- (i) As agreed in the Client Agreement; or
- (ii) By agreement between you and Superforex Financial.

Close out events under the Client Agreement include a breach of a term or condition by you, your insolvency or bankruptcy or your failure to comply with an obligation to Superforex Financial.

In the event Superforex Financial closes out your contract we will terminate the Client Agreement between us. We may set off all or any part of any margin paid by you against any amount actually or contingently due and payable by you to Superforex Financial.

By Agreement with Superforex Financial

In the event that your circumstances change and you no longer require a foreign exchange contract for your commercial purposes, you may, subject to a mutual agreement between Superforex Financial and yourself, close out a contract before the value date by entering into an equal and opposite transaction with Superforex Financial.

Superforex Financial will calculate the Mark to Market value of the contract using the prevailing market rates. If the contract is in profit, you will receive the profit amount (including any Margin) and a confirmation advising all details. If the contract at Mark to Market value is not in profit you will be required to pay Superforex Financial the amount of the loss. Your Margin amount will be offset against the amount owing to Superforex Financial and a confirmation will be issued advising all details.

You will be liable, and be required to pay immediately, for any loss, costs, fees, charges or other expenses, including interest, incurred by Superforex Financial occasioned by the close out.

Online account facility

Superforex Financial provides an online account facility which enables you to give instructions and orders over the internet. The terms of use applicable to utilizing our online account facility are detailed in clause 25 of our Client Agreement, which you are required to agree to prior to us providing financial products and services to you.

How to place orders

We accept order instructions in any of the following ways:

1. telephone (calls will be recorded); or
2. in writing (including email or facsimile, where agreed); or
3. online, using the ID and password that Superforex Financial has provided to you.

You need to undertake the following steps to place orders with Superforex Financial:-

1. Read this Combined Financial Services Guide and Product Disclosure Statement provided to you.
2. Read the Client Agreement provided to you by Superforex Financial.
3. Complete, execute, and return the Application together with necessary identification documents. When the application is received and accepted by Superforex Financial, the Client Agreement will then become an agreement between yourself and Superforex Financial. A copy of the Client Agreement is available on our website at www.superforex.com.au
4. Contact your Superforex Financial Representative to discuss your currency transaction. Telephone conversations will be recorded so that instructions can be verified in the event of a dispute.
5. Based on the quotations received, you will enter into a foreign exchange contract with Superforex Financial.
6. Once you have instructed Superforex Financial to buy or sell a currency at an agreed rate you have entered into a contract i.e. your verbal instruction confirms the contract between Superforex Financial and yourself. The contract note that is sent subsequently is confirmation of the transaction. The contract note gives details of the transaction including the amount of currency bought and sold, the exchange rate and the value date, and margin due if it is a forward contract.

7. You must then provide us details of your onward payment instructions to enable your currency to go direct to your nominated destination.

Significant benefits of foreign exchange products

The significant benefits of using foreign exchange products are to protect your exchange rate and provide cash flow certainty.

Protect an Exchange Rate

Superforex Financial offers its clients the facility to buy and sell foreign currency using same day, spot, or forward foreign exchange contracts. This facility enables clients to protect themselves against adverse market swings.

Provide cash flow certainty

By agreeing a rate now, for a time in the future, you will determine the exact amount of currency purchased and the exact cost of that currency, thereby giving certainty over the flow of funds.

Significant risks

You should be aware that foreign exchange trading involves risks. It is important that you carefully consider whether trading foreign currency products are appropriate for you in light of your investment objectives, financial circumstances and needs.

Market volatility

Foreign exchange currency markets are subject to many influences which may result in rapid currency fluctuations and reflect unforeseen events or changes in conditions with the inevitable consequence being market volatility. Given the potential levels of volatility in the foreign exchange markets, it is recommended that you closely monitor your positions with Superforex Financial at all times having regard to your hedging requirements and margin obligations.

Superforex Financial does not deal with you where you are trading for speculative purposes and will at its discretion, and in accordance with the Client Agreement, close out your position should you be speculating.

You should be aware that, if contrary to Superforex Financial's requirements, you purchase foreign exchange products for trading or speculative purposes (that is where you do not have a currency risk you need to protect yourself from) you will be fully exposed to movements in price between the purchase currency and Australian Dollar or other foreign currency.

Additional Margin payments

In the event of any adverse exchange rate movement between the date of the transaction (and the time of receipt of the Initial Margin payment) and the value date, Superforex Financial may at its discretion make an additional Margin Call in accordance with the Client Agreement. If you do not meet such Margin Call your position may be closed out and you will be liable for any loss arising as a result of such close out, after application of any other margin deposited by you.

Opportunity cost

Once you have fixed your exchange rate you have locked into the rate for a future delivery date and will not be able to take advantage of any subsequent favorable exchange rate movements should that occur, in relation to your committed foreign currency exposure. On the other hand, you will be protected from any adverse movements.

Counterparty Risk

Given you are dealing with Superforex Financial as counterparty to every Trade, you will have an exposure to us in relation to each Trade. This is common to most OTC financial market products. You are reliant on Superforex Financial's ability to meet its counterparty obligations to you to settle the relevant foreign exchange product. Superforex Financial limits this exposure by entering into like transactions as principal in the wholesale market in relation to its exposures with you; however, you have no right to or interest in those other transactions. In addition, Superforex Financial must comply with the financial requirements imposed under its respective License.

Systems Risk

Superforex Financial relies on a number of technology solutions to provide you with efficient foreign exchange services. In this regard Superforex Financial relies on third party international settlement system providers to assist in currency transfers between accounts which Superforex Financial are not able to control and is not liable to you for this.

Taxation implications

By entering into a foreign currency product the client acquires rights to either buy or sell foreign currency. A foreign currency gain or loss may arise by reason of differences in exchange rates of foreign currencies. We advise that you should obtain independent tax advice, as the implications may be complex and will relate to your specific financial circumstances.

Remuneration and other benefits received by our employees

Our employees who provide you with advice or Transaction execution may receive commissions for the provision of these services.

Disclosure of any relevant conflicts of interest

We do not have any relationships or associations which might influence us in providing you with our services. We will always act as principal for our own benefit in respect of all Transactions with you.

Cooling Off

There is no cooling off period or arrangement for any foreign currency transactions nor are they transferable to other parties or entities (3rd parties)

Ethical Considerations

Labor standards or environmental, social or ethical considerations are not taken into account by Superforex Financial when making, holding, varying or ending foreign currency transactions.

Anti-Money Laundering and Counter-Terrorism Financing

Superforex Financial is subject to the Anti-money Laundering and Counter-Terrorism Financing Act 2006. In making an application pursuant to this PDS you consent to Superforex Financial disclosing in connection with the laws, any of your personal information (as defined in the Privacy Act 1988) and the details of any transaction to any outside Regulatory Authority as required by Law.

In certain circumstances we may be obliged to freeze or block an account where it is being used in connection with illegal activities or suspected illegal activities. Freezing or blocking can arise as a result of the account monitoring that is required by the AML/CTF Laws.

What if I have a complaint?

Superforex Financial has internal and external dispute resolution processes in place. If you have a complaint about the services or products provided to you by Superforex Financial, you should take the following steps:

1. Contact your Superforex Financial Representative and discuss your concerns.
2. If your complaint is not satisfactorily resolved, contact Superforex Financial to inform us about your complaint. You may do this via a telephone call, facsimile, email or letter:

Write to:

Superforex financial Pty Ltd
Suite 1208, World Tower
87-89 Liverpool Street
Sydney N.S.W.2000

Tel: 61-2-99930796

Fax: 61-2-99930797

Email: info@superforex.com.au

3. If after giving us the opportunity to resolve your complaint, you are still dissatisfied with the outcome, you may contact the Financial Ombudsman Service (FOS) via telephone 1300 780 808, or write to:

Financial Ombudsman Service Limited
GPO Box 3 Melbourne VIC 3001

Superforex Pty Ltd is a member of FOS. Our membership number is 31408. Their services are provided to you free of charge.

Currency of this PDS

The information in this PDS is up to date at the time it was prepared but is subject to change from time to time. If the new information is materially adverse information, we will either issue a new PDS or a supplementary PDS with the new information. If the new information is not materially adverse to you, we will not issue a new PDS or a supplementary PDS to you, but you will be able to find the updated information on our website at www.superforex.com.au or by calling us using the contact details at the front of this PDS.

Our privacy policy

We are committed to protecting your privacy. We have systems and processes in place which safeguard against the unauthorized use or disclosure of your personal information. Please contact us if you have any concerns or if you would like to see a copy of our privacy statement.