

# FINANCIAL SERVICES GUIDE

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## 1. ISSUE DATE

- 1.1. 10 November 2011

## 2. PURPOSE AND CONTENTS OF THIS FINANCIAL SERVICES GUIDE (“FSG”)

- 2.1. This FSG is designed to provide you with important information regarding our services prior to providing you with a financial service, including the following:
  - 2.1.1. Who we are & how you can contact us
  - 2.1.2. What services we are authorised to provide
  - 2.1.3. How we are remunerated for these services
  - 2.1.4. Any (potential) conflicts of interest we may have; and
  - 2.1.5. Our dispute resolution process.
- 2.2. If you would like further information, please ask us.

## 3. NAME OF SERVICE

THE SERVICE PROVIDER IS AVA CAPITAL MARKETS AUSTRALIA PTY LTD ACN 143 340 907 (“AVA”).

## 4. AUSTRALIAN FINANCIAL SERVICES LICENCE (“AFSL”) AUTHORISATIONS & SERVICES PROVIDED

AVA holds an Australian Financial Services Licence (AFSL) [Number 406684] and is authorised to provide financial product advice, dealing and market making services in relation to derivatives and foreign exchange contracts to retail and wholesale clients.  
AVA predominantly offers clients advisory and dealing services in relation to margin foreign exchange and Contracts for Difference.

## 5. CONTACT DETAILS

Ava Capital Markets Australia Pty Ltd  
Address: Level 13, 2 Park Street, Sydney NSW 2000  
Tel: 1800 206 496 (free call within Australia)  
Fax: +61 2 9004 7070  
Email: [info@avatrade.com.au](mailto:info@avatrade.com.au)

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Website: [www.avatrade.com.au](http://www.avatrade.com.au)

## 6. NATURE OF ADVICE WARNING

We are obliged to warn you that unless otherwise expressly agreed, we will only provide you with general advice, which does not take account of your objectives, financial situation or needs. Therefore, you are required to ensure that you obtain prior advice regarding the suitability of our products and services for your personal financial needs, objectives and circumstances, from a licensed professional.

Where we collect and take into consideration, information regarding your financial circumstances and needs, and agree to provide you with personal advice, you will receive a Statement of Advice.

While AVA believes the advice and information we provide is accurate and reliable, neither AVA nor its directors, officers, employees, contractors or associates assume any responsibility for the accuracy and completeness or currency of that advice and information.

## 7. METHOD OF PROVIDING FINANCIAL SERVICES

- 7.1. If you wish to utilise our services you may issue us with instructions
  - 7.1.1. Via the telephone;
  - 7.1.2. Via the internet; or
  - 7.1.3. Such other method (such as fax, email) as may be mutually agreed between us).

## 8. DOCUMENTATION

AVA will provide clients with the relevant documentation to facilitate the provision of advice and transactions, including a Term Sheet detailing the specific terms of any commodity warrant, together with a Client Agreement. We will also provide you with relevant Product Disclosure Statements prior to investing in any derivatives products, which contain important information regarding the features, benefits, risks and fees applicable, and should be read carefully to enable you to make an informed decision prior to investing.

## 9. PROFESSIONAL INDEMNITY INSURANCE

In compliance with s912B of the Corporations Act and ASIC RG 126, we maintain professional indemnity insurance in connection with the financial products and services we provide, including any claims in relation to the conduct of our former representatives/employees.

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## **10. OUR RECORD-KEEPING OBLIGATIONS**

AVA will seek to ensure that comprehensive and accurate records of all client transactions and advice provided, are properly maintained.

## **11. WHO DO WE ACT FOR?**

- 11.1. AVA is responsible for the financial services it provides to you under its AFSL, and does not act on behalf of any other financial services licensee.
- 11.2. AVA is a market maker, not an agent, when dealing in over-the-counter derivatives such as margin FX contracts and Contracts for Difference. Accordingly, AVA acts as principal in all transactions with you in respect of these specific financial products.

## **12. REMUNERATION, COMMISSION & BENEFITS EXPECTED TO BE RECEIVED BY AVA FOR PROVISION OF OUR FINANCIAL SERVICES**

- 12.1. AVA's profit margin is built into the terms of the over-the-counter derivative price quoted (which is unknown prior to the date of issue, and cannot be properly ascertained until after the trade is closed).
- 12.2. Commissions or fees (plus GST) may be payable by clients otherwise depending on the services provided, and will be disclosed to, and agreed with, you prior to trading. Such fees and commissions may vary according to the type and level of service provided, the size and the frequency of the transaction.
- 12.3. Clients may also incur failure fees on failed transactions or interest charges on outstanding payments.
- 12.4. Representatives of AVA who provide you with advice or transaction execution may receive commissions or other remuneration for the provision of these services. Our employees may also receive salaries, performance bonuses and other benefits from us.

## **13. DISCLOSURE OF ANY RELEVANT CONFLICTS OF INTEREST**

- 13.1. Subject to disclosures in any Product Disclosure Statement or other transaction documents, we do not have any relationships or associations which might influence us in providing you with our services.
- 13.2. AVA may also arrange for you to be supplied with financial services and products issued by non-related product providers. AVA may receive a fee, commission payment or other remuneration or benefits from these non-related issuers as a result of you investing in one

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of their products or services. Any remuneration or benefits that AVA may derive from non-related issuers is included in the fees and commissions agreed with you.

## 14. DISPUTE RESOLUTION

- 14.1. AVA has an internal dispute resolution process in place to resolve any complaints or concerns you may have, as quickly and fairly as possible in all the circumstances. Any complaints or concerns should be advised to us (by facsimile, email or letter). These should be directed to the Chief Executive Officer of AVA who will seek to resolve your complaint within 7 days or such further time period that may reasonably be required given the nature of the complaint.
- 14.2. If you are dissatisfied with the outcome, you have the right to lodge a complaint with the Financial Ombudsman Service [Tel: 1300 780 808, Web: [www.fos.org.au](http://www.fos.org.au)], an approved external dispute resolution scheme, of which AVA is a member. You may also make a complaint via the ASIC freecall Infoline on 1300 300 630.

## 15. PRIVACY

Your privacy is important to us and we are committed to compliance with the Privacy Act and the National Privacy Principles. We may disclose your personal information to external parties for the purposes of execution, clearing and settlement of transactions, or those who act on our behalf in the operation of our 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 we take reasonable steps to ensure that to the maximum extent reasonably possible any information sent has the same level of privacy protection as we provide here in Australia. AVA will not otherwise disclose your personal information without your consent, except as authorised or required by privacy laws. Please contact us via the email provided if you have any concerns.