



# **Financial Services Guide**

**AETOS Capital Group Pty Ltd**

**January 08 2022**



AETOS Capital Group Pty Ltd, ACN 125 113 117

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## I. Purpose of This Financial Services Guide

This Financial Services Guide (“**FSG**”) is issued by AETOS Capital Group Pty Ltd (“**AETOS**” “**it**” “**its**”). AETOS holds an Australian Financial Services Licence (AFSL: 313016) issued by the Australian Securities & Investments Commission (“**ASIC**”).

This FSG is an important document providing you with key information about the type of financial services that AETOS offers to assist you in making an informed decision about whether you wish to use the financial services that are offered by AETOS.

This FSG provides you with information about AETOS and the services AETOS provides. Its purpose is to educate you, before AETOS provides a financial service, on matters including:

- who AETOS is and how AETOS can be contacted,
- what products and services AETOS is authorised to provide to you,
- how we and any other relevant parties are paid, and
- who to contact when you have a complaint.

## II. AETOS Contact Details

AETOS Capital Group Pty Ltd  
Level 15, 122 Arthur Street, North Sydney, NSW 2060, Australia  
Phone: +61 (2) 9929 2100  
Fax: +61 (2) 9929 2055  
Email: [compliance@aetoscg.com](mailto:compliance@aetoscg.com)

## III. Who AETOS Acts For

As the Product Issuer, AETOS acts on its own behalf when it provides the services and not on your behalf. AETOS does not act as your agent or broker in relation to transactions of AETOS’ products. AETOS’ authorised representatives also act on AETOS’ behalf when providing the services to you.

## IV. Financial Services and Products that AETOS is Authorised to Provide

AETOS holds an Australian Financial Services Licence (AFSL: 313016) which authorises AETOS to provide the following financial services to retail and wholesale clients:

- Provide general product advice for the following classes of financial products:
  - a) Derivatives; and
  - b) Foreign Exchange Contracts
- 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) Derivatives; and
  - b) Foreign Exchange Contracts
- Make a market for the following classes of financial products:
  - a) Derivatives; and
  - b) Foreign Exchange Contracts

There are two broad types of product that you can trade with AETOS:

- Margin Foreign Exchange (“**FX**”) Contracts;
- CFDs over *Underlying instruments* including Index, Share, Commodity and Cryptocurrency.

## V. Nature of Advice

AETOS provides general financial product advice only. General advice does not take into account your financial situation, personal objectives or needs. You should consider your circumstances before choosing to proceed with using AETOS’ services. Also, trading Margin FX Contracts and CFD products involves high risk, you should be aware of all risks associated with trading AETOS’ Margin FX contracts and CFD products and read through this FSG, the Product Disclosure Statement (“**PDS**”), the Target Market Determination (“**TMD**”) and the Terms & Conditions.

Under the law governing financial services, general advice has a defined meaning which may be different to what you understand or expect general advice to mean. In the context of the provision of financial services, general advice can include information about AETOS’ products and the underlying markets and AETOS’ opinions about, or viewpoints for, AETOS’ products or the underlying markets. Any information you have requested about AETOS’ products and the markets or have discussed with an AETOS’ employee should only be regarded as general advice. Market updates, research reports, website content etc. are examples of the general advice AETOS may provide.

## VI. Associated Documentations

You should obtain and read the FSG, PDS, TMD and Terms & Conditions before making a decision to use the financial services that AETOS is able to offer you. You may obtain these documents from AETOS’ employees or from the webpage “Legal Documents” of AETOS’ website.

### Product Disclosure Statement (“**PDS**”)

AETOS PDS explains what you need to know about the products AETOS can offer you. It is designed to:

- Provide you with the information you need to determine whether the products AETOS offers are appropriate for your needs; and
- Explain the terms and conditions, rights and obligations associated with AETOS’ products; and
- Help you to compare products.

The information contained in AETOS' PDS should not be construed as personal advice. AETOS recommends you read through the PDS and seek professional financial and taxation advice.

### **Target Market Determination ("TMD")**

AETOS has issued separate TMDs in respect each of AETOS CFD products. The document aims to address the Design and Distribution obligation that apply to the issue and distribution of CFDs under the Corporations Act 2001. The document also describes the target market of consumers for AETOS CFD products from several perspective, including objectives, tolerance to risk, knowledge and experience and other key attributes of the group profile.

However, the TMD document is not suitable for the purpose of deciding whether to open a CFDs trading account with AETOS or trade in CFDs,

### **VII. How to Receive AETOS' Services**

You may receive AETOS services through:

- Visiting an AETOS' office;
- Making a phone call to an AETOS' employee or authorised representative; or
- AETOS' online trading or services platform.

### **VIII. How to Instruct AETOS**

You may place orders to deal in Margin FX contracts and CFDs by using an online trading facility. AETOS also offers you the option of placing trades over the phone with AETOS Dealers from the Sydney Office. The opening hours for the Dealing Desk are listed on AETOS' website.

AETOS will send you a daily statement about your trading activities and account information. You can also access your account at any time to view your transactions and account balances. You must review any statement we send to you immediately upon receipt to ensure its accuracy and to report any discrepancies to AETOS.

### **IX. Fees and Charges**

If you decide to use or continue to use AETOS' services, you must agree that:

- All fees and charges described in this FSG (other than third party fees and charges) are benefits given to AETOS by you, in exchange for dealing services provided by AETOS.
- AETOS does not charge volume-based or asset-based fees for any advice provided by AETOS or AETOS' authorised representatives.
- You understand, consent to, authorise and direct AETOS to charge you by this means.

A full description of the amounts AETOS charges and when they will be charged can be found in AETOS' PDS and Terms & Conditions.

### **Spreads**

In accordance with financial services providers practice, AETOS may charge a spread cost incurred by the difference between the best bid and best ask rates at which you buy and sell a financial instrument in a transaction with AETOS. AETOS may place a mark-up on a raw spread (i.e. the Bid/Ask prices of a financial instrument). A mark-up rate between the Bid/Ask prices is determined by various factors such as transaction size and value as well as the present market rate. AETOS may review mark-up

rates from time to time to ensure they are fair and reasonable. Also, you do not need to pay extra fees for other relevant fees.

### **Swap Charge/Credit**

AETOS may pay you or may receive swap charge/credit ("**Interest Adjustment**") from you if you hold long and short CFD positions overnight. The benefits you pay or receive are determined by the type and volume of a CFD product, the difference of the swap rates between product portfolios (if applicable) and the time of holding the positions. Swap rate may also be influenced by, but not limited to, monetary policies of central banks, market liquidity and other factors. AETOS may adjust an interest level based on the market situation and the market position of the product. To have a real-time inquiry for the latest swap rate, you may go to the Cost and Product List page of our website.

### **Rollover Charge/Credit**

AETOS may pay you or may receive rollover charge/credit ("**Rollover Adjustment**") from you if you hold Futures CFDs positions overnight on the expiry date. The rollover adjustment is to reflect the price difference between the expiring contract month and the new contract. You may avoid rollover adjustment by closing Futures CFDs positions on or before the market close on the expiry date.

### **Live Price Data Fee**

AETOS offers share CFD accounts with live share prices. Obtaining live share prices from an exchange to trade share CFDs incurs a monthly Data Fee. Please check the detailed Data Fee schedule for each exchange on AETOS website [www.aetoscg.com](http://www.aetoscg.com)

### **Commissions**

AETOS may be required to pay to brokers or agents. In this circumstance, AETOS will require you to sign an acknowledgement form for your consent to a commission to be charged. The commission may be charged in the form of a lump sum payment or progressive payments.

### **Dormancy Account Administrative Fee**

You will be charged a 10 USD dormancy account administrative fee (the "**Fee**") every month if there is no client-initiated activity in the 3 months preceding the charge date. If the account balance is zero (0) or becomes less than or equals to zero (0) (or minus) after the deduction of the Fee and remained so your account will be disabled. The Fee is used for the payment of administrative fees and the maintenance fees for your account. AETOS reserves the right to deduct the Fee without notice.

### **Withdraw Fee, Credit Card Charges and Minimum Deposit**

You may be charged by financial institutions when you deposit funds into your AETOS' trading account through your bank or credit card. Please visit AETOS' website Funding Procedure section for the details of fees standard. Third party payments are not acceptable. If AETOS received a payment from a third party on your behalf, this payment will be returned to its original bank account, and you will be charged a 10 USD administrative fee.

### **Conversion Fees**

Your trading account with AETOS is normally denominated in an Account Base Currency that you select at the time of opening your trading account. In order to trade, you may need to convert existing funds into the Account Base Currency. For example, you can buy or sell a Spot Gold or Spot Silver CFD with AETOS using USD. If you deposit Australian dollars into your trading account, you will have to select AUD as your Account Base Currency.

You can use your own bank to convert your existing funds into the Account Base Currency. The bank may charge you for this service.

AETOS will convert the realised trading profit or loss in your trading account into the Account Base Currency at the closing price of the relevant currency immediately preceding the trade day.

**Note:** *The Account Base Currency option cannot be changed once you have successfully opened an account at AETOS.*

### **Mobile Charges**

AETOS does not charge this fee.

### **Goods and Services Tax (“GST”) and Other Taxes**

The Client will be personally responsible for any taxation matters including, but not limited to, stamping duty, transaction duty, GST, income tax and capital gain tax. You should consult a tax expert to ascertain your liability to the Australian Taxation Office (“ATO”). All fees and charges quoted by AETOS are exclusive of GST.

### **Remuneration and Benefits of AETOS’ Employees and Directors**

AETOS’ employees and directors are remunerated by way of salary and they may also be eligible for a discretionary bonus that is based on various factors such as:

- Business performance;
- The performance of reaching individual sales target;
- Professional spirit; and
- Group performance.

**Note:** *The evaluation criteria of the performance of AETOS’ employees and directors are not on trading volumes basis only.*

You may request access to the details of these benefits. However, your request must be made in a reasonable period, i.e. after obtaining this FSG and before receiving the financial services contained in this FSG.

## **X. What Should You Do If You Have a Complaint?**

In accordance with the *Corporations Act 2001*, AETOS has an effective complaints handling process from the perspective of the Client’s benefits. If you have any complaints, you may contact AETOS’ clients representatives and/or Customer Service Team at [cs@aetoscg.com](mailto:cs@aetoscg.com) or call +61 (2) 9929 2100, as the vast majority of complaints can be dealt with at this stage.

If your matter is not resolved to your satisfaction after five business days, you may refer it as a written complaint to our Compliance Department through email or post, to:

AETOS Capital Group Pty Ltd  
Compliance Department  
[compliance@aetoscg.com](mailto:compliance@aetoscg.com)



The contact details can be found on the first page of this FSG. AETOS will attempt to resolve the complaint quickly, fairly and will try to resolve your complaint within 30 calendar days after receiving the complaint.

If you are not satisfied with the final response issued by AETOS, you may refer your complaint to the Australian Financial Complaints Authority (“**AFCA**”). This organisation is an external dispute resolution scheme. AETOS is a member of AFCA, membership number 29539. You may send your complaint and enclosing documents to:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne, Victoria 3001, Australia  
Or phone:  
1800 931 678

You may also contact AFCA through their website [www.afca.org.au](http://www.afca.org.au).

## **XI. Privacy**

AETOS values the privacy of your personal information. In accordance with the *Anti-Money Laundering and Counter-Terrorism Act 2006*, AETOS has an obligation to collect, verify and report the Client's identify. Pursuant to the *Privacy Act 1988*, the handling of this information is to meet the requirements of the corresponding bodies only.

Any communications between AETOS and the Client will be recorded and filed. This will be performed in accordance with the *Privacy Act 1988* for the purpose of the settlement of a dispute.

AETOS will take all necessary measures to protect the Client's information from misuse, loss, authorised access, modification or disclosure.

AETOS complies with our corporate policies and the Collection Statement signed by the Client at the time of registration. AETOS will not disclose your personal information to any third parties outside AETOS except for the purposes of assisting a regulatory body's investigation and complying with AETOS Privacy Policy. This will be handled by a responsible person from AETOS.

## **XII. Compensation Arrangements**

AETOS has professional indemnity (“**PI**”) insurance arrangements in place which satisfies the requirements for compensation arrangements under section 912B of the *Corporations Act 2001*. AETOS' PI insurance is in place to compensate AETOS and AETOS' authorised representatives or employees who suffer loss or damage as a result of AETOS' obligations. This also cover claims in relation to the conduct of representatives and employees who no longer work for AETOS but who did at the time of the relevant conduct.