



# Product Disclosure Statement

**AETOS Markets (V) Ltd**

**January 09 2023**

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# Product Disclosure Statement

## 1. Key information

AETOS Markets (V) Ltd (*AETOS, it, its, we, us, our*) is the issuer of the products described in this Product Disclosure Statement (*PDS*). Should you have any query about this document, please contact us as follows:

### AETOS Contact Details

**Product Issuer:** AETOS Markets (V) Ltd

**Email:** [cs\\_markets@aetoscg.com](mailto:cs_markets@aetoscg.com)

**Official Website:** [www.aetoscg.com](http://www.aetoscg.com) or elsewhere as nominated by AETOS from time to time

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### Purpose:

This 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 personal objectives, financial situation and needs; and
- Explain the terms and conditions, rights and obligations associated with AETOS products; and
- Help you to compare products.

**Warning: Trading in Margin FX Contracts and CFDs involves the potential for profit as well as the risk of loss which may vastly exceed the amount of your initial investment and is not suitable for all investors. Movements in the price of the margin contract's Underlying Instrument (e.g. Foreign Exchange rates or Commodity prices) are influenced by a variety of unpredictable factors of global origin. Violent movements in the price of the Underlying Instrument may occur in the market as a result of which you may be unable to settle adverse trades. AETOS is unable to guarantee a maximum loss that you may suffer from your trading.**

When you open a Trading Account with AETOS, you will be provided with a separate document titled "Terms & Conditions". It contains terms and conditions that govern AETOS' relationship with you. You can obtain a free copy of the document by contacting AETOS or visiting the AETOS official website [www.aetoscg.com](http://www.aetoscg.com) by using the details at the start of this PDS.

## 2. What is AETOS authorised to do?

AETOS is authorised by Vanuatu Financial Services Commission to:

- Provide you with general financial product advice in relation to Foreign Exchange and Derivatives Contracts. AETOS is also authorised to deal with those same products. This means that AETOS can advise you, without taking into considerations of your personal circumstances, about Foreign Exchange Currency Pair, Index, Share, Commodity and Cryptocurrency related trading and the general state of the relevant markets. AETOS can also help you open a Trading Account with it and use its trading platform services.
- "Make a market" for Foreign Exchange and Derivatives Contracts. This allows AETOS to quote market prices to you, including buy and sell prices.

AETOS will provide you with advice, which is general in nature. Whenever AETOS gives a general advice (e.g. through AETOS official website, or in this PDS), AETOS does not take into consideration of your financial situation, personal objectives or needs. Before using the products referred to in this PDS you should read it carefully, and then consider your objectives, financial situation and needs and take all reasonable steps to fully understand the possible outcomes of trades and strategies that can be employed using AETOS' trading platforms. AETOS recommends that you seek independent financial advice to ensure that a particular product is suited to your financial situation and requirements. There are two broad types of products that you can trade with AETOS:

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

### 3. Applying for an Account

#### Client Qualification

Trading in OTC Derivatives involves significant risks and may not be suitable for all investors. Because of this, AETOS includes minimum qualification criteria in its Account Opening Form which prospective clients like you must satisfy before AETOS allows to you trade with us. AETOS looks at factors including your understanding of the products listed in this PDS, your income and previous investment experience before agreeing to open a Trading Account for you.

Before you begin dealing with AETOS you must complete an Application Form either online or by hard copy and be approved by us. You will be provided with a copy of our Terms & Conditions which govern our relationship with you. You can obtain a further copy of AETOS Terms & Conditions from the legal documents section of AETOS official website. Before completing an Account Application Form, you should read and understood this PDS, you will also need to electronically agree that you have read, understood and agreed to the Terms & Conditions and this PDS before submitting your application. When applying for an Account you agree to be bound by the contents of this PDS and our Terms & Conditions.

The Application Form requires you to disclose personal information. You should refer to the Privacy Policy on AETOS official website which explains how we collect personal information and then maintain, use and disclose that information between our Associated Companies or third parties, and privacy issues specific to your use of our website. You warrant that the information (including financial information about yourself) provided to us in your Application Form (and at any time thereafter) is true and accurate in all respects. You acknowledge that we will rely upon the information you so provide to us in making a judgement about you as a potential client.

Persons who come into possession of this PDS are solely responsible to seek advice on and observe any such restrictions on PDS in their jurisdiction. This PDS does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

### 4. Funding Your Account

#### Opening Collateral

Opening collateral is referred to in this PDS as Initial Margin.

Your newly established AETOS Trading Account must be funded before you start trading. The minimum account deposit when you first open your Account is generally \$250. The minimum account deposit requirement may vary depending on the types of Accounts.

You will be required to deposit an Initial Margin which typically is a percentage of the notional contract amount (typically 0.25%

or 400:1) but may vary in accordance with your Account Leverage ratio and/or the Instrument you are trading.

- AETOS does not accept any cash deposits and third-party payments. Please keep in mind that restrictions on third party payments are set by banks and relevant regulatory bodies, which have developed extensive laws, regulations and policies to stop money laundering activities.

## 5. Margin FX Contracts

Margin FX Trading contracts are agreements between you and AETOS which allow you to make a gain or loss, depending on the movement of Underlying Currencies. The contract derives its value from Underlying Currencies (usually referred to as a Currency Pair) which is never delivered to you, and you do not have a legal right to, or ownership of it. Rather, your rights are attached to the contract itself. If you have made a profit on the trade, the difference will be credited to your Account; if you have made a loss on the trade, the difference will be debited from your Account. Fees and charges affecting your profit or loss may apply. Financing cost (referred to as interest adjustment or swap charge/credit in this PDS) may impact the profitability of your trade. You can hold a Margin FX Contract for as long as you like, although you must be able to meet your Margin Requirements. The contracts only require a deposit which is much smaller than the contract size (this is why the contract is “marginized” or “leveraged”).

### Example

An example of a Currency Pair is EURUSD. EURUSD 1.24619 means that one Euro is exchanged for 1.24619 U.S. Dollars. The currency on the left of a pair is a Base Currency.

You can buy or sell a Margin FX Contract. If you buy or sell as your first transaction, you are opening your position(s). When you buy, you buy at the “ask” price, and when you sell, you sell at the “bid” price.

### Example

If the EURUSD Currency Pair is quoted at 1.24601/1.24619, then this is showing the bid/ask price. To buy (ask), you would pay 1.24619 x contract size. To sell (bid), you would receive 1.24601 x contract size. The difference between the two prices is 0.00018 which, in this example, is a Spread.

Each contract’s size (or total notional value) will vary according to what you are trading. The standard contract size is 100,000 in the first quoted currency. In the above example, a standard contract of EURUSD has a notional value of EUR100,000.

**Remember:** What you are actually buying or selling is a contract – not the Currency, or Underlying Instrument itself.

You then choose when to sell or buy in order to close your position(s). To close an open position, you need to locate the order in the online trading platform. You can either right click on the order you wish to close and choose “close order” or bring up the “order window” and close the order you wish to close from the “order window”. Please note the process of closing a position is different if you choose to trade via your mobile or other methods.

The profit or loss resulting from the trade will be credited or debited to your Trading Account. Where applicable, financing cost (referred as interest adjustment or swap charge/credit in this PDS), commission charges, or other fees and charges may impact on the profitability of your trade.

AETOS has trading rules (including “[Forced Liquidation](#)” which is explained at page 16 and an “Initial Margin” requirement which is explained above) to help you limit losses. The trading rules also help reduce (but not avoid) the risk that you will lose more than your initial investment (see the section titled “[Significant Risks](#)” at page20). AETOS usually offers settlement of trades on a T+0 basis. This means that your Trading Account will be credited or debited instantaneously after you close your open position(s).

### Example

You think that the EUR will appreciate against the USD in the near future. You see that the price quoted by AETOS on the EURUSD Currency Pair is 1.24601 (bid) / 1.24619 (ask). On the very next day the price quoted on EURUSD Currency Pair by AETOS has increased by 10 pips to 1.24701 (bid) / 1.24719 (ask). The “ask” price is the buy price, so you buy a 1 lot contract of EURUSD. You want to sell it later at a higher price.

<u>Opening the Position(s)</u>	
Buy 1 lot EURUSD at ask price: Contract Value = lot x contract size x market price	$1 \times 100,000 \times 1.24619 = \text{USD } 124,619.00$ (Contract Value)
The leverage level set on your Account is 400:1. That means that AETOS requires an Initial Margin to be deposited into AETOS’ Trading Account, which is 0.25% of the contract value.	$\text{USD } 124,619.00 \times 0.25\% = \text{USD } 311.55$ (Initial Margin)
AETOS earns a Spread on the bid and ask prices it quotes to you. In this example, the difference is 0.00018 (also known as 1.8 “pips”), which amounts to USD 18.00 in contract value. It is built into the price when you clicked “buy” and again when you click “sell”.	$1 \times 100,000 \times (1.24619 - 1.24601) = \text{USD } 18.00$
<u>Interest Adjustment</u>	
When a position is held open overnight (when it passes 20:59:59 GMT during Daylight Saving Time on the platform), you are credited or charged an interest. Interest Adjustment is calculated based on the end of day price of the product. However, for the simplicity in our example, we will use the open price as end of day price. The Swap Rate can be found on the Cost and Product List page of our website. These charges or credits are referred to as ‘Swap’ in the Trading Platform but may sometimes be referred to as financing, interests, or swap charges/credits.  Example: If Swap Rate of buying EURUSD is -2.20%, you buy 1 lot of EURUSD.  Interest Adjustment = (Contract Value x Swap Rate) / 360	$(1 \times 100,000 \times (-2.20\%) \times 1.24619) / 360 = - \text{USD } 7.62$
<u>Closing the Position(s)</u>	
The next day the price of EURUSD has increased by 10 pips to 1.24701 (bid) / 1.24719 (ask). The trade has moved in your favour and you decide to take your profit and close the position by closing at the bid price.	$1 \times 100,000 \times 1.24701 = \text{USD } 124,701.00$

Your gross profit is the difference between the opening position and the closing position.	USD 124,701 – USD 124,619 = USD 82.00
Your net profit is the gross profit plus/less the costs which may include the Interest Adjustment (if it applicable). The Spread was built into the price, which included USD 18.00 in this example.	USD 82.00 – USD 7.62 = USD 74.38

**Summary:** In the above example, you must deposit at least USD 311.55 to cover your Initial Margin requirement, and you have made a total gain of USD 74.38. On the contrary, if the price had decreased by 10 pips instead of increased, you would have made a loss of USD 125.62.

**Note:** More detailed explanations are set out under the heading “**The Costs in Using AETOS Products**” below. Also note that Spread, leverage ratio and Swap rates may vary depending on the types of Trading Account. Swap rate normally will be calculated once only during the trading days of the week while if you hold opening positions overnight on Wednesday, 3-days swap will be calculated to account for the weekend. Please refer to the Cost and Product List document on AETOS official website for more details.

## 6. CFDs

A CFD is a leveraged financial product that changes in value by reference to fluctuations in the price of an Underlying Instrument, and/or the price as quoted by AETOS. When trading CFDs, you and AETOS agree to exchange the difference in value of the CFD between when the CFD is opened and when it is closed. The Contract derives its value from the Underlying Instrument, which is never delivered to you, and you do not have a legal right to, or ownership of it. Rather, your rights are attached to the contract itself. The profit or loss resulting from the trade will be credited or debited to your Account. Where applicable, financing cost (referred to as swap charge/credit in this PDS), commission charge, rollover adjustment or other fees and charges, may impact on the profitability of your trade.

You can hold a CFD for as long as you are able to meet your Margin requirements. Futures CFD contracts are rolled over on expiry date and do not result in physical delivery of the Underlying Instrument to or by you. The expiry dates are set in the **AETOS Futures CFD Contracts Expiration Schedule** which can be found on the official website.

### 6.1 Commodity CFDs

AETOS provides a wide range of Commodity CFDs to allow you to trade on the underlying futures and spot markets of precious metals, such as Gold, Silver, High-Grade Copper and Energies, such as Oil and Gas, all of which have prices quoted in U.S. currency.

Commodity Cash CFDs do not have an expiry date and the trading mechanism is the same with Margin FX contracts in terms of calculating Profit and Loss. While Commodity Cash CFDs do not have an expiry date, if customers hold a position in Commodity Cash CFD overnight, an overnight financing cost will apply to your positions, referred to as Interest Adjustment or Swap Charge/Credit. The Swap Rates can be found on the Cost and Product List page of our website.

Commodity Futures CFDs share the same trading mechanism with Margin FX contracts in terms of calculating Profit and Loss but the difference lies in the rollover adjustment when Commodity Futures CFDs’ underlying instrument is due for expiry. All Commodity Futures CFDs have set expiry dates and will automatically roll over to the next contract period on the expiry date unless you opt out of this by closing your positions before the market-close on the expiry date. The price of the new contract

might be significantly different from the expiring contract and the market might move in a direction that is unfavourable to you. Your position will be subject to a rollover adjustment to reflect the difference between the expiring contract price and the new contract price. A Margin Call or a Forced Liquidation could be triggered due to the rollover adjustment or price gap arising from the rollover. See the section below titled “**Margin Calls**” for more detail. You can find the expiry dates as set in the **AETOS Futures CFD Rolling & Trading Schedule** from AETOS official website [www.aetoscg.com](http://www.aetoscg.com).

Examples of Commodity Futures CFDs and Commodity Cash CFDs are provided below with a detailed explanation of their respective trading mechanism.

### Example of Commodity Cash CFDs

The example is a winning Gold Cash CFD trade. Although there is no example showing Silver Cash CFD nor other Commodity Cash CFDs trade, the mechanism of calculating Profit and Loss is the same as Gold, except the quoted rate is the price of Silver and other commodities, not the Gold, and the leveraged ratio applied to other commodity Cash CFDs might be different.

You believe that the price of Gold is undervalued, and you decide to enter into a CFD in Spot Gold with the expectation that the gold price will rise. AETOS’ online trading platform is showing the price of Gold per ounce as being USD 1,313.85 (bid) / 1,314.35 (ask). On the very next day, the price of Gold per ounce has increased by USD 10.00 to 1,323.85 (bid) / 1,324.35 (ask). AETOS’ standard lot size is 100 ounces and you buy 1 lot.

<u>Opening the Position(s)</u>	
Buy 1 lot Gold Cash CFD at ask price: Contract Value = lot x contract size x market price	$1 \times 100 \times 1,314.35 = \text{USD } 131,435.00$ (Contract Value)
The leverage level set on your Account is 200:1. That means that AETOS requires an Initial Margin to be deposited into AETOS’ Trading Account, which is 0.5% of the contract value.	$\text{USD } 131,435 \times 0.5\% = \text{USD } 657.18$ (Initial Margin)
AETOS earns a Spread on the difference between the bid and ask prices it quotes to you. In this example, the Spread is USD 0.50, which amounts to USD 50.00 in contract value. It is built into the price when you clicked “buy” and again when you click “sell”.	$1 \times 100 \times (1,314.35 - 1,313.85) = \text{USD } 50.00$
<u>Interest Adjustment</u>	
When a position is held open overnight (when it passes 20:59:59 GMT during Daylight Saving Time on the trading platform), you are credited or charged an interest. Interest Adjustment is calculated based on the end of day price of the product. However, for the simplicity in our example, we will use the open price as end of day price. The Swap Rate can be found on the Cost and Product List page of AETOS official website.  Example: If Swap Rate of buying Gold is -3.10%, you buy 1 lot of Gold CFD.  Interest Adjustment = (Contract Value x Swap Rate) / 360	$(1 \times 100 \times (-3.10\%) \times 1,314.35) / 360 = - \text{USD } 11.32$
<u>Closing the Position(s)</u>	
The next day the price of Gold has increased by USD 10.00 to 1,323.85	$1 \times 100 \times 1,323.85 = \text{USD } 132,385.00$



(bid) / 1,324.35 (ask). The trade has moved in your favour and you decide to close your position.	
Your gross profit is the difference between the opening position and the closing position.	USD 132,385.00 – USD 131,435.00 = USD 950.00
Your total net gain is the gross gain plus/less the costs and Interest Adjustment (if applicable). The Spread was built into the price, which included USD 50.00 in this example.	USD 950.00 – USD 11.32 = USD 938.68

**Summary:** In the above example, you will have to deposit at least USD 657.18 as your Initial Margin on this trade and made a profit of USD 938.68. On the contrary, if the price of Gold has decreased by USD 10.00 instead of increased, you would have made a loss of USD 1,061.32.

**Note:** More detailed explanations are set out under the heading "The Costs in using AETOS Products" below.

### Example of Commodity Futures CFDs

This example shows a winning USOIL Futures CFD trade with the detailed explanation of Rollover Adjustment contained.

On 2021 October 15, AETOS' online trading platform is quoting the price of USOIL Futures CFDs (current contract month – December 2021) per barrel as being USD 77.08 (bid) / 77.14 (ask). You believe that the price of USOIL will maintain its escalating momentum, therefore you decide to enter into a long-position of USOIL at the price being quoted, By referring to **AETOS Futures CFD Rolling & Trading schedule**, you have noted that current month USOIL Futures CFDs will expire on October 18, 2021 and decide to hold your opening position and make them rolled over to the next contract period, instead of closing out your positions prior to the market close on the expiry date.

On October 28, 2021, you make your decision to close the position when the price has climbed up by 11.50 to USD 88.58 (Bid)/ 88.64 (Ask) (current contract month – January 2022).

AETOS' standard lot size for USOIL Futures CFD is 1000 barrels and you buy 0.1 lots.

<u>Opening the Position(s)</u>	
Buy 0.1 lots USOIL Futures CFD at ask price: Contract Value = lot x contract size x market price	$0.1 \times 1,000 \times \text{USD } 77.14 = \text{USD } 7,714.00$ (Contract Value)
The leverage level set on your Trading Account is 50:1 for USOIL. That means that AETOS requires an Initial Margin to be deposited into AETOS' Trading Account, which is 2% of the contract value.	$\text{USD } 7,714.00 \times 2\% = \text{USD } 154.28$ (Initial Margin)
AETOS earns a Spread on the difference between the bid and ask prices it quotes to you. In this example, the Spread is USD 0.06, which amounts to USD 6.00 in contract value. It is built into the price when you clicked "buy" and again when you click "sell".	$0.1 \times 1,000 \times \text{USD } (77.14 - 77.08) = \text{USD } 6.00$

<u>Rollover Adjustment</u>							
<p>When a position is held open at the market-close time (when it passes 20:59:59 GMT during Daylight Saving Time on the trading platform) on the expiry date, positions will be automatically rolled over to the next month contract. The rollover is essentially a close and re-open of a position. The closing level will be: the last traded price at or prior to the market-close. Therefore, a rollover adjustment will be made to reflect the difference between the expiring contract price and the new contract price.</p> <p><u>Hold Long positions of USOIL Futures CFD – Rollover December 2021 to January 2022 on 2021 October 18</u></p> <table border="1"> <tr> <td><b>Expiry Date</b></td> <td><b>2021 October 18</b></td> </tr> <tr> <td><b>December 2021</b> USOIL Futures CFDs Prevailing Market price</td> <td>USD 82.08 (Bid) / 82.23 (Ask)</td> </tr> <tr> <td><b>January 2022</b> USOIL Futures CFDs Prevailing Market price</td> <td>USD 83.74 (Bid) / 84.02 (Ask)</td> </tr> </table> <p><b>Rollover adjustment</b> = Lot Size x Futures Contract Size X (BID price of Current Month Contract – ASK price of Next Month Contract)</p>	<b>Expiry Date</b>	<b>2021 October 18</b>	<b>December 2021</b> USOIL Futures CFDs Prevailing Market price	USD 82.08 (Bid) / 82.23 (Ask)	<b>January 2022</b> USOIL Futures CFDs Prevailing Market price	USD 83.74 (Bid) / 84.02 (Ask)	<p>0.1 x 1,000 x USD (82.08 – 84.02) = - USD 194.00</p>
<b>Expiry Date</b>	<b>2021 October 18</b>						
<b>December 2021</b> USOIL Futures CFDs Prevailing Market price	USD 82.08 (Bid) / 82.23 (Ask)						
<b>January 2022</b> USOIL Futures CFDs Prevailing Market price	USD 83.74 (Bid) / 84.02 (Ask)						
<u>Closing the Position(s)</u>							
<p>On 2021 October 28, the price of USOIL Futures CFDs – January 2022 has climbed up to USD 88.58 (bid)/ 88.64 (ask) as being quoted on the AETOS platform, and you decide to close the position at the quoted price as the trade has moved in your favour.</p>	<p>0.1 X 1000 X USD 88.58 = USD 8,858.00</p>						
<p>Your gross profit is the difference between the opening position and the closing position</p>	<p>USD 8,858.00 – USD 7,714 = USD 1,144.00</p>						
<p>Your total net gain is the gross profit plus/less the Rollover Adjustment (if applicable).</p>	<p>USD 1,144.00 – USD 194.00 = USD 950.00</p>						

**Summary:** In the above example, you will have to deposit at least USD 154.28 as your Initial Margin on this trade and make a profit of USD 950.00.

On the contrary, if you hold a short position of USOIL Futures CFD on the expiry date, Rollover Adjustment will be calculated in the formula as follows:

Rollover Adjustment = (Bid price of Next Month Contract - ASK price of Current Month Contract) x Lot Size x Contract Size

Since futures contracts rollover contributes to a profit or loss booked into your account, it may reduce free margin to the level that is below the Margin Close-Out Amount. Therefore, a forced liquidation could be triggered to protect you from further investment losses due to the rollover. It is your responsibility to make yourself aware of the expiry date for any CFDs in which you deal.

Note: Futures CFDs don't incur overnight funding charges (referred to as Interest Adjustment or Swap Charge/Credit), but they might have wider spreads.

Further contract specifications of AETOS Commodity CFDs can be found on AETOS official website at [www.aetoscg.com](http://www.aetoscg.com)

## 6.2 Index CFDs

AETOS offers a wide range of US, UK, Europe, Australia and Asia Indices allowing you to deal in anticipated market trends rather than individual shares. AETOS Index CFDs are valued based on the number of units per index point of the Underlying Index, the Index CFDs trading operates in the same manner as Commodity CFDs, except the Underlying Instrument are Index. Same to AETOS Commodity CFD products, you can trade on underlying cash and futures markets with AETOS Index CFDs.

All Index Cash CFDs on AETOS online trading platform do not have an expiry date but will be subject to an overnight financing cost. All Index Futures CFDs will automatically roll over to the next contract period on the expiry date in the same way to Commodity Futures CFDs unless you opt out the rollover by closing your positions before the market-close on the expiry date. The expiry dates are set in the **AETOS Futures CFD Rolling & Trading Schedule** which can be found on the official website. The price of the new contract might be significantly different from the expiring contract and the market might move in a direction that is unfavourable to you. A Margin call or a Forced Liquidation could be triggered due to the rollover adjustment or price gap arising from the rollover. See the section below titled "**Margin Calls**" for more detail.

Further contract specifications of AETOS Index CFDs can be found on AETOS official website at [www.aetoscg.com](http://www.aetoscg.com).

## 6.3 Share CFDs

Share CFDs trading operates in the same manner as Margin FX trading, except the Underlying Instrument is share. Trading Share CFDs does not entitle you to any of the rights associated with the Underlying Instrument. This includes the rights to vote, attend shareholder meetings, or receive the issuer's reports, nor can you direct us to act on those rights. Other benefits, such as participation in shareholder purchase plans and discounts are also unavailable.

When you trade share CFDs with us, you deal at the market bid or ask price. We will charge a commission based on the underlying notional value, in much the same way as if you were buying shares. Share CFDs are also subject to financing cost (referred to as interest adjustment or swap charge/credit in this PDS), which is in the same manner as the interest adjustment in Foreign Exchange trading with the exception that the 3-days overnight charge or credit is counted on Friday.

In share CFDs trading, contract size of 1 lot = 1 share and you buy 100 lots.

### Example

You decide to enter into a Tesla CFD in the expectation that the price of Tesla share will continue to go up. The live price of Tesla quoted on AETOS' trading platform is showing as being USD 713.59 (Bid)/ USD 713.94 (Ask). On the very next day, the price of Tesla has increased by USD 100.00 to USD 813.59 (Bid)/ USD 813.94 (Ask).

Opening the Position(s)	
Buy 100 shares (lots) of Tesla Share CFD at ask price 713.94: Contract Value = lot x contract size x market price	100 x 1 x 713.94= USD 71,394.00 (Contract Value)
A commission is subject to being charged at \$0.025 per lot when you	100 x 1 x \$0.025 = USD 2.50

opened the position whichever is greater.	
The leverage level set on Tesla is 5:1. That means that AETOS requires an Initial Margin to be deposited into AETOS' Trading Account, which is 20% of the contract value.	$USD\ 71,394.00 \times 20\% = USD\ 14,278.80$ (Initial Margin)
AETOS earns a Spread on the difference between the bid and ask prices it quotes to you. In this example, the Spread is USD 0.35, which amounts to USD 35.00 in contract value. It is built into the price when you clicked "buy" and again when you click "sell".	$100 \times (713.94 - 713.59) = USD\ 35.00$
<b>Interest Adjustment</b>	
When a position is held open overnight (when it passes 20:59:59 GMT during Daylight Saving Time on the trading platform), you are entitled an Interest Adjustment which is calculated based on the end of day price of the shares. However, for the simplicity in our example, we will use the open price as end of day price. The overnight funding rate can be found on the Cost and Product List page of AETOS official website.  Example: If the overnight funding rate of buying Tesla is -2.61%, you buy 100 lots of Tesla Share CFD.  Interest Adjustment= Contract Value x Buy Swap Rate/360	$100 \times 1 \times 713.94 \times (-2.61\%/360) = - USD\ 5.18$
<b>Closing the Position(s)</b>	
The next day the price of Tesla has increased by USD 100.00 to USD 813.59 (Bid)/ USD 813.94 (Ask). The trade has moved in your favour and you decide to close your position.	$100 \times 1 \times 813.59 = USD\ 81,359.00$
A commission is subject to being charged at \$0.025 per lot when you closed the position whichever is greater.	$100 \times 1 \times \$0.025 = USD\ 2.50$
Your gross profit is the difference between the opening position and the closing position.	$USD\ 81,359 - USD\ 71,394 = USD\ 9,965.00$
Your total net gain is the gross gain plus/less the costs and Interest Adjustment (if applicable). The Spread was built into the price and included USD35.00 in this example.	$USD\ 9,965.00 - USD\ 2.50 - USD\ 2.50 - USD\ 5.18 = USD\ 9,954.82$

**Summary:** In the above example, you will have to deposit at least USD 14,278.80 as your Initial Margin on this trade and made a profit of USD 9,954.82.

Share CFDs are subject to Corporate Actions such as dividends, rights issues, stock split, etc. AETOS will make corresponding adjustments, if any, to your Account to reflect the impact of the Corporate Action, which include but are not limited to dilutive or accretive actions and declaring dividends. AETOS will adjust your Account in a timely manner and take reasonable steps to reflect the adjustment on your Account.

For dividends, long position(s) will have a dividend adjustment credited to your Account while short position(s) will have a dividend adjustment debited from your Account.

Please Note: The Margin Requirement for a Share CFD will vary according to volatility and market conditions.

## 6.4 Cryptocurrency CFDs

AETOS offers Cryptocurrency CFDs where the underlying reference is one type of Cryptocurrency, such as Bitcoin, Litecoin, BitcoinCash, Ethereum, etc.. AETOS Cryptocurrency CFDs allow you to speculate on the volatility in the cryptocurrency market with a smaller initial outlay. The trading mechanism for Cryptocurrency CFDs is the same with Share CFDs in terms of you are in fact dealing at the market bid and offer price and not entitled for the ownership of the underlying assets, therefore there is no need for a digital wallet. Cryptocurrency CFDs are also subject to financing cost (referred to as interest adjustment or swap charge/credit in this PDS), which is in the same manner as the interest adjustment in Foreign Exchange trading with the exception that the 3-days overnight charge or credit is counted on Friday.

In Cryptocurrency CFDs trading, contract size of 1 lot = 1 underlying Cryptocurrency.

### Example

You noticed the price of Bitcoin is soaring higher. You therefore decide to enter into a Bitcoin CFD in the expectation that the price of Bitcoin will continue to rally. The live price of Bitcoin quoted on AETOS' trading platform is showing as being USD 31,226.90 (Bid)/31,321.90 (Ask). On the very next day, the price of Bitcoin has increased by USD 1,000.00 to USD 32,226.90 (Bid)/32,321.90 (Ask). AETOS' standard lot size is 1 Bitcoin and you buy 0.1 lots.

<u>Opening the Position(s)</u>	
Buy 0.1 lots Bitcoin CFD at ask price Contract Value = lot x contract size x market price	$0.1 \times 1 \times 31,321.90 = \text{USD } 3,132.19$ (Contract Value)
A commission is subject to being charged at 0.1% of the contract value when you opened the position.	$0.1 \times 1 \times 31,321.90 \times 0.1\% = \text{USD } 3.13$
The leverage level set on AETOS Cryptocurrency CFDs is 2:1. That means AETOS requires an Initial Margin to be deposited into AETOS' Trading Account, which is 50% of the contract value.	$\text{USD } 3,132.19 \times 50\% = \text{USD } 1,566.10$
AETOS earns a Spread on the difference between the bid and ask prices it quotes to you. In this example, the Spread is USD 9.50 and it builds into the price when you "buy" and again when you click "sell".	$0.1 \times (31,321.90 - 31,226.90) = \text{USD } 9.50$
<u>Interest Adjustment</u>	
When a position is held open overnight (When it passes 20:59:59 GMT during Daylight Saving Time on the trading platform), you are entitled to an Interest Adjustment which is calculated based on the end of day price of the Cryptocurrency. However, for the simplicity in our example, we will use the open price as end of day price. The overnight funding rate can be found the on products specification on AETOS trading platform.  Example: If the overnight funding rate of buying Bitcoin CFD is -27%, you buy 0.1 lots of the Bitcoin CFD.	$0.1 \times 1 \times 31,321.90 \times (-27\%/360) = -\text{USD } 2.35$

Interest Adjustment = Contract Value x Buy Swap Rate/360	
<u>Closing the Position(s)</u>	
The next day the price of Bitcoin has increased by USD 1,000.00 to USD 32,226.90 (Bid)/32,321.90 (Ask). The trade has moved in your favour and you decide to close your position.	$0.1 \times 1 \times 32,226.90 = \text{USD } 3,222.69$
A commission is subject to charge at 0.1% of the contract value when you close the position.	$0.1 \times 1 \times 32,226.90 \times 0.1\% = \text{USD } 3.22$
Your gross profit is the difference between the opening position and the closing position.	$\text{USD } 3,222.69 - \text{USD } 3,132.19 = \text{USD } 90.50$
Your total net gain is the gross gain plus/less the commission costs and Interest Adjustment (if Applicable). The Spread was built into the price and included USD 9.50 in this example.	$\text{USD } 90.50 - \text{USD } 2.35 - \text{USD } 3.13 - \text{USD } 3.22 = \text{USD } 81.80$

**Summary:** In the above example, you only have to deposit at least USD 1,566.10 as your Initial Margin on this trade and made a profit of USD 81.80 overnight. On the contrary, if the price of Bitcoin CFD has decreased by USD 1,000.00 instead of increase, you would have made a loss of USD 118.00.

For Cryptocurrency trading hours, you may refer to the Trading Schedule table set out on AETOS website. Please note that all trading hours stated on AETOS website and documents are stipulated in GMT. Due to the observance of Daylight-Saving Time, trading hours are subject to change from time to time.

AETOS Cryptocurrency CFDs allows you to do bidirectional trading. However, due to the cryptocurrency market features for high volatility and sometimes low liquidity, trading restrictions may apply to you and there may be instances where you are unable to open new positions on AETOS platform. Please note any restrictions are temporary and will only impact your ability to enter into trades. You will still be able to close open positions.

## 7. Margin Requirements

Margin Requirement is a specified amount of funds required to trade and maintain your position(s). The Margin required which will either be a percentage of the notional contract amount, or a set value. The Margin to hold a position is not a fee, but rather a security deposit that you are required to keep with us while your position(s) is open. The Margin required to hold your position(s), may vary in accordance with your Account Leverage Ratio setting and/or the Instrument you are trading.

We may reduce the Margin Requirement if you hold position(s) between which there is a margin offset. This could be through position(s) in the same Instrument in opposing directions against open position(s) in the Underlying Instrument of that CFDs.

### Initial Margin Requirements

Initial Margin Requirement is the specified amount of funds required when you open a new Margin FX Contracts and CFDs position. An Initial Margin Requirement for Margin FX contracts which typically is calculated as a percentage of the notional contract amount but may vary in accordance with your Account Leverage ratio. The Margin Requirements will also vary according to volatility and market conditions.

### **Tiered Margin**

Products offered by AETOS may be subject to tiered margin where different Margin Requirements will be applied at different levels of aggregate position(s). The Margin Requirements will increase from one tier to the next as your aggregate position(s) increases – the majority of position(s) will be subject to a lower Margin Requirement while larger position(s) will be subject to a higher Margin Requirement. We set margins in four tiers for each particular market that progressively increase as your aggregate position(s) moves from one tier to the next. Only the portion of the position(s) that falls into the higher tier will be subject to increased Margin Requirements.

### **Account Equity**

The Account Equity will fluctuate according to the fund you have deposited into your Trading Account, the trading conducted and position(s) you held. Your Account Equity is calculated using the opening level of your position(s) and the current quote, which means the Account Equity is constantly calculated in line with market movements.

This Account Equity is used to assess your equity for use as Margin Requirement against current position(s) and to meet Margin Requirements on any new position(s) you may wish to take. It is your responsibility to ensure that your Account is sufficiently funded at all times, especially during volatile periods.

## **8. Margin Calls**

This section sets out AETOS' policy on Margin Calls.

If your Account Equity only covers 100% or less of the Margin Requirements for your open position(s) or if AETOS exercises its absolute discretion, you are regarded as being on Margin Call. AETOS is entitled to request further deposits from you immediately, or AETOS will close out your position(s) at the prevailing market rate without further notice to you. AETOS could do this in order to minimise trading risk and deduct the resulting realised loss from your remaining funds held by us. You will remain liable for any negative account balance which cannot be covered by the closing out of your position(s).

Where AETOS effects or arranges a transaction involving Margin FX Contracts or CFDs, you should note that depending upon the nature of the transaction, you may be liable to make further payments when the transaction fails to be completed or upon the earlier settlement or closing out of your transaction. You will be required to make further variable payments by way of margin against the purchase price of the financial instrument, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the market price of your investment will affect the amount of margin payment you will be required to make.

Accounts with Margin Levels close to the Margin Call Level are displayed in the corresponding window of your trading software and are monitored by AETOS at all times. You will have access to the trading platform where you can monitor Margin Call Levels. You agree to pay AETOS on demand such sums by way of margin as are required from time to time as AETOS may, at its sole discretion, reasonably require for the purpose of protecting itself against loss or risk of loss on present, future or contemplated transactions under the Terms & Conditions. You must note that if at any time Account Equity (current balance including open position(s)) is equal to or less than a level of the margin (collateral) occupied by open position(s) as set out on the AETOS' website, AETOS is entitled at its sole discretion to close one or all open positions in order to meet the Margin Requirements. Levels at which position(s) start to close are set out in AETOS Terms & Conditions on AETOS official website at [www.aetoscg.com](http://www.aetoscg.com).

**Example:**

You think that the EUR will depreciate against the USD in the near future. You see that the price quoted by AETOS Trading Platform on the EURUSD Currency Pair is 1.24601 (bid) / 1.24619 (ask).

<u>Opening the Position(s)</u>	
Sell 1 lot EURUSD at bid price: Contract Value = lot x contract size x market price	1 x 100,000 x 1.24601 = USD 124,601.00 (Contract Value)
The Margin Requirements set on your Account is 0.25% of notional value. That means that AETOS requires an Initial Margin to be deposited into AETOS' Trading Account, which is 0.25% of the contract value.	Required margin: USD 124,601.00 x 0.25% = USD 311.50
<u>Margin Call</u>	
If your total Account Equity falls below 100% of the Margin Requirements, AETOS will execute a Margin Call.	Margin Call Level: USD 311.50 x 100% = USD 311.50
Let's say your total equity in your Trading Account is USD 2,000.00. Then your equity will need to drop to USD 311.50 before a Margin Call is triggered.	USD 2,000.00 – USD 311.50 = USD 1688.50 of loss for Margin Call to be triggered
Once you have reached the Margin Call Level, AETOS will inform you. (this is not guaranteed)	

Trading in Margin FX Contracts and CFDs involves the risk of losing substantially more than your initial investment.

**Forced Liquidation**

If your Account Equity only covers 30% or less of the Margin Requirements or if AETOS exercises its discretion, then it is entitled to close out your position(s) at the prevailing market price without notice to you. Your worst offending position(s) (i.e. the contract with largest loss) will be automatically closed at the first price available and as determined by the Instrument price, market liquidity, and other factors that may impact on execution times. AETOS could do this in order to minimise trading risk and deduct the resulting realised loss from your remaining funds held by us. You will remain liable for any negative balance which cannot be covered by the closing out of your position(s).

Please Note: The Margin Required on your Account may be affected by open (counter or hedged) position(s) of the same Instrument. An Account which has open buy and sell position(s) of the same Instrument may still be Forced if market conditions (such as wide Spreads and/or volatile market conditions) affect the profit and loss valuation of your open position(s). Interest Adjustment or Rollover Adjustment may also induce a Margin Call and result in the automatic closure of your position(s).

**Example**

You deposited USD 2,000.00 to cover your Initial Margin Requirement. You think that the EUR will depreciate against the USD in the near future. You see that the price quoted by AETOS on the EURUSD Currency Pair is 1.24701 (bid) / 1.24719 (ask). On the next day the price of EURUSD has increased by 189.7 pips to 1.26598 (bid) / 1.26616 (ask). The "bid" price is the sell price, so you sell a contract of EURUSD, at AETOS' standard contract size, which is 100,000 (1 lot). You want to buy it later at a lower price, in order to close your position(s).



<u>Opening the Position(s)</u>	
Sell 1 lot EURUSD at bid price: Contract Value = lot x contract size x market price	$1 \times 100,000 \times 1.24701 = \text{USD } 124,701.00$ (Contract Value)
The Margin Requirements set on your Account is 0.25%. It means that AETOS requires an Initial Margin from you to be deposited into AETOS' Trading Account, which is 0.25% of the contract value.	$\text{USD } 124,701.00 \times 0.25\% = \text{USD } 311.75$ (Initial Margin)
AETOS earns a Spread on the difference between the bid and ask price it quotes to you. In this example, the Spread is 0.00018 (known as 1.8 "pips"), which amounts to USD 18.00. It is built into the price when you clicked "sell" and again when you click "buy".	$1 \times 100,000 \times (1.24719 - 1.24701) = \text{USD } 18.00$
<u>Interest Adjustment</u>	
When a position is held open overnight (when it passes 20:59:59 GMT during Daylight Saving Time on the trading platform), you are credited or charged an interest. Interest Adjustment is calculated based on the end of day price of the product. However, for the simplicity in our example, we will use the open price as end of day price. The Swap Rate can be found on the Cost and Product List page of our website.  Example:  If Swap Rate of selling EURUSD is 0.70%, you sell 1 lot of EURUSD,  Interest Adjustment = (Contract Value x Swap Rate) / 360	$(1 \times 100,000 \times (0.70\%) \times 1.24701) / 360 = \text{USD } 2.42$
<u>Forced Liquidation</u>	
Next day the price of EURUSD has increased by 189.7 pips to 1.26598 (bid) / 1.26616 (ask). The trade has moved against you, your total Account Equity has dropped below 30% of the Margin Requirements and triggered Forced Liquidation. AETOS forced to close of your position(s) to limit the trading risk.	$1 \times 100,000 \times 1.26616 = \text{USD } 126,616.00$
Your total loss is the gross loss plus/less the costs and Interest Adjustment (if applicable). The Spread was built into the price and included USD 18.00 in this example.	$(\text{USD } 124,701.00 - \text{USD } 126,566.00) + \text{USD } 2.42 = - \text{USD } 1,912.58$

**Summary:** In the above example, you deposited USD 2,000.00 to cover your Initial Margin Requirement, and when you had a floating loss of USD 1,912.58, your total Account Equity has dropped below 30% of the Margin Requirements and triggered the Forced Liquidation.

**Note:** More detailed explanations are set out under the heading "The Costs in using AETOS products" below. Forced Liquidation will operate in the same way if the Underlying Instrument was Commodities, Indices etc.

## 9. Managing Risks with Stop and Limit orders

AETOS offers various Non-guaranteed Orders such as Stop Orders (including conventional Stop Orders and Trailing Stops), and Limit Orders, each called an 'Order', that allow you to open or close Margin FX Contracts or CFDs when our quote for that

Instrument reaches or goes beyond the level of your Order. In the case of orders to open, these Non-guaranteed Orders can apply for various periods which must be specified by you or set by us. You can cancel or amend the level of an Order with our agreement at any time before our quote or the relevant market reaches or exceeds your current specified level. We also reserve the right to aggregate or to work the instructions we receive to open or to close out Margin FX Contracts or CFDs, including Stop Orders. It is your responsibility to ensure that all such Orders are cancelled and re-entered if needed.

It is important to understand that when you place an Order, you are dealing with us as principal, you are not dealing on the Underlying Market. While we seek to execute your Order at the level that might have been achieved had a similar order been placed on the Underlying Market, it may not be possible to determine what such a level might have been. We do not guarantee your Order will be executed at any such level. We will exercise our reasonable discretion to determine when Non-guaranteed Orders are triggered and the level at which they are executed. It is your responsibility to understand how an Order operates before you place any such Order with us.

Examples are set out below:

### **Stop-Loss**

A Stop Loss enables you to pre-define the price that you would like to close your position(s). Because the Stop-Loss order engages a Market Order when it is triggered, you may receive a better or worse price than the price you have requested.

**Example:** You have a long position of EURUSD with the open price of 1.24619. You set a Stop-loss for this position, the stop loss price of which is 1.11821. If the price of EURUSD drops to 1.11821 or below, the Stop-loss order will be triggered and the position will be closed automatically at the best prevailing market price at time of execution.

### **Buy Limit**

Buy limit is a trade request to buy at the Ask price that is equal to or lower than the buy limit price. The current price level is higher than the value in the order. Usually this order is placed in anticipation of a price drop followed by a rebound.

**Example:** the market price of EURUSD (Ask price) is 1.24619 and you place a 20 pips buy limit level at 1.24419. If the EURUSD falls to 1.24419 or below, the order will be executed and you will take a long position of EURUSD at the best prevailing market price at time of execution, after which you would make a gain if the market price rebounds and make a loss if the market price continues to go down.

### **Sell Limit**

Sell limit is a trade request to sell at the Bid price that is equal to or higher than the sell limit price. The current price level is lower than the value in the order. Usually this order is placed in anticipation of a price rise followed by a fall back.

**Example** The market price of EURUSD (Bid price) is 1.24601 and you place a 20 pips sell limit level at 1.24801. If the EURUSD goes up to 1.24801 or above, the order will be executed and you will take a short position of EURUSD at the best prevailing market price at time of execution, after which you would make a gain if the market price falls back and make a loss if the market price continues to go up.

### **Buy Stop**

Buy stop is a trade request to buy at the Ask price that is equal to or higher than the best prevailing market price at time of execution. The current price level is lower than the value in the order. Usually this order is placed in anticipation of a continuous price rise.

**Example:** The market price of EURUSD (Ask price) is at 1.24619 and you place a 20 pips buy stop level at 1.24819. If the EURUSD goes up to 1.24819 or above, the order will be executed and you will take a long position of EURUSD at the best prevailing market price at time of execution, after which you would make a gain if the market price continues to rise and make a loss if the market price falls back.

### **Sell Stop**

Sell stop is a trade request to sell at the Bid price that is equal to or lower than the best prevailing market price at time of execution. The current price level is higher than the value in the order. Usually this order is placed in anticipation of a continuous price fall.

**Example:** The market price of EURUSD (Bid price) is at 1.24601 and you place a 20 pips sell stop level at 1.24401. If the EURUSD goes down to 1.24401 or below, the order will be executed and you will take a short position of EURUSD at the best prevailing market price at time of execution, after which you would make a gain if the market price continues to fall and make a loss if the market price rebounds.

### **Trailing Stop**

Trailing Stop is a method to move a Stop-Loss level automatically.

**Example:** You are having a long position of EURUSD at the price of 1.24619, you set a 30 pips trailing stop order. The stop price is 1.24319. The EURUSD then rises by 35 pips to 1.24969, your stop price will automatically move up to 1.24669, locking in your profits. The stop will continue to rise if the EURUSD rises. If the EURUSD falls, the stop will remain at 1.24669. If the EURUSD falls to 1.24669, your stop will be activated, and your position will be closed at the best prevailing market price at time of execution.

Usually this order is placed to lock in trading profits.

## **10. Conversion of Currency**

The profit or loss of the Instrument you are trading may be denominated in a different currency other than your Account Base currency. This means that as well as having a direct exposure to your chosen Instrument, you may also be inadvertently exposed the fluctuations between the currency in which your profit or loss is measured, and your Account Base Currency. In most cases, the rate in which a conversion occurs is the rate that is displayed on your Trading Platform, although we do reserve the right to place an additional a fee or Spread on the conversation rate. If there is no direct rate of exchange between your Account Base Currency and the denomination of your Instrument Currency, a third currency (generally USD) will be used to make the conversation.

## **11. Significant Benefits**

The significant benefits of using AETOS' services are:

- **Hedging**

You can use AETOS' trading facilities to hedge your exposures to the Underlying Instruments. Any profit (or loss) you

make using AETOS' trading facilities would be offset against the higher (or lower) price you physically have to pay for the Currency, Index, Commodity or other Underlying Instrument at the future date.

- **Speculation**

In addition to using AETOS' trading facilities as a hedging tool, you can benefit by using the quoted Underlying Currency or CFD prices offered by AETOS to speculate on changing price movements. Speculators seek to make a profit by attempting to predict market movements and buying a contract that derives its value from the movement of an Underlying Currency, Commodity or other instruments for which they have no practical use. The examples above illustrate trades where a client is entering into a speculative trade, based upon a belief that the market will move in a particular direction.

- **Access to the Foreign Exchange markets at any time**

When using AETOS' online trading platforms you gain access to and trade on, systems which are constantly updated in real time.

- **Real time streaming quotes**

AETOS' online trading platforms provide real time quotes. You may check your Trading Accounts and position(s) in real time, and you may enter into Currency and CFD trades based on real-time information.

- **Control over your Trading Account and position(s)**

AETOS allows you to place Stop-loss limits on your trades while using AETOS's Trading facilities, which means that AETOS will close out your position(s) in accordance with your Stop-loss order if the market moves against you. However, please refer to the risk factors set out below, which highlight the risk to you that in a volatile market AETOS may not be able to close out your position(s) until after the Stop-loss limit is exceeded. If this occurs, you may lose more than you deposited

## 12. Significant Risks

There are a number of risks in trading Margin FX Contracts and CFDs., which may lead to unfavourable financial outcomes for you. It is your responsibility to oversee any risks associated with AETOS's trading facilities. You should seek independent legal, financial and taxation advice prior to commencing trading activities and you should not use AETOS' services unless you fully understand the products and the benefits and risks associated with them. Some of the risks associated with using AETOS Margin FX Contracts and CFDs trading facilities include:

- **Unforeseen Circumstances**

If AETOS is unable to perform AETOS' obligations to you due to the circumstances outside our control, then it may suspend its obligations to you. For example, during periods of significant market disturbance it may be impractical or impossible to trade in relevant financial markets. AETOS will inform you if any of these events occur.

- **Market Volatility**

Financial markets are subject to many influences which may result in rapid price fluctuations. Due to the volatility of this market, there is no Margin FX Contracts or CFDs transaction, or stop loss order that can be considered as "risk-free" on AETOS' online trading platform.

AETOS recommends you to always oversee your transactions, regards to the potential levels of the volatility in the Foreign Exchange and underlying markets. The prices of our products will reflect on the rapidly market fluctuation, and you can limit some of the downside risks by using stop-loss orders. AETOS will close your position(s) if the Underlying Instrument reaches the level specified by you when you are using stop-loss orders. However, a substantial time lag may occur between order placement and execution as a result of market volatility. And this may lead to 'gapping', which means that the prices of our products suddenly shift from one price to another, as a consequence of market volatility. AETOS are not able to guarantee that stop-loss orders will be successfully limiting your risk; it might even rise higher than you initially anticipated.

- **Leverage Risk**

Trading Margin FX Contracts and CFDs involves a high degree of leverage. You can outlay a relatively small Initial Margin which secures a significantly larger exposure to an Underlying Instrument. The use of products like this magnifies the size of your trade, so your potential gain and loss are equally magnified. You should closely monitor all of your open position(s). If the market moves against you and you do not have adequate funds on your Account, AETOS may automatically close out your position(s) once predetermined level set by us (e.g. 30% of Initial Margin) is triggered (refer to the example of Forced Liquidation).

- **Counterparty Risk**

You are trading with AETOS as the counterparty to all trades you undertake. As AETOS is the product issuer, you are exposed to the financial and business risks, including the credit risk associate with trading with AETOS.

The products in this PDS are not traded on an exchange, which means they are over-the-counter('OTC') Derivatives, which is non-transferable. This means you will enter into trades directly with AETOS, and you are subject to AETOS' credit risk. If AETOS comes insolvent, AETOS may be unable to meet its obligations to you.

If you require further information about AETOS' financial position, please contact by referring to the details at the start of this PDS and request a free copy of AETOS' financial statements.

AETOS may choose to limit its exposure to its clients by entering into matching transactions with hedging counterparties as principal in the wholesale market. However, AETOS gives no assurances as to the solvency or performance of any hedging counterparty (which may include one of AETOS' related entities) that AETOS deals with. Where this occurs, AETOS may become an unsecured creditor of the hedging counterparty.

Before entering into a relationship with a new hedging counterparty, AETOS undertakes a due diligence process. This process will include a review of a number of key factors that relate to the risk of dealing with the counterparty. These include the counterparty's credit rating, reputation, market presence and funding arrangements. AETOS Capital Group Holdings Limited, which registered in the Cayman Islands, is one of our primary hedging counterparties.

AETOS has a written policy to maintain adequate financial resources, which sets out how it monitors compliance with AETOS' financial requirements, as well as how it conducts stress testing to ensure it holds sufficient liquid funds to withstand significant adverse market movements.

- **System Risks**

Errors and/or failures may occur in respect of technology when trading online. AETOS will do the best to make our trading facilities available when you require, but we cannot guarantee that it will be available continuously. Disruptions such as computer networks, maintenance, repairs, upgrades or external events may lead to trade execution problems. AETOS manages this risk by having advanced IT systems and backup measures.

- **Cyber Security Risks**

Cyber security risks are a major threat to businesses around the world. AETOS cannot guarantee against third party interference to AETOS official website and trading facility, or to the technology provided by third parties upon which AETOS relies. This means that you may be exposed to issues arising from any third-party interference which may occur. Examples include unauthorised access to AETOS' or your IT systems or devices, data breaches, business interruption, errors in pricing feeds or inability to access your Trading Account or close position(s). In the worst-case scenario, financial loss may occur. AETOS takes this risk seriously and manages it by ongoing monitoring of AETOS IT systems, protection and backup measures (including virus protection software). You can limit your risk by ensuring that you have up-to-date software for the devices that you use to access AETOS' trading facilities and ensuring that you use strong passwords which are kept confidential and secure.

- **Fees and Charges**

It is possible that you enter into a trade with us and the price of the Underlying Instrument moves in your intended direction, but you still end up with less than you started after closing your position(s). This can happen because of the combined effect of the Spread between bid and ask prices, rollover adjustment and the financing cost which could apply on consecutive days that a contract is held open. Commission upon the execution of any requested financial product transaction at such rate that is set by AETOS.

- **Use and Access to AETOS official website and Trading facilities**

You are responsible for making sure that you are able to access the AETOS official website and trading facilities. This responsibility includes having access to a device that can connect to the official website, access to the trading facilities, and maintaining the device so that it functions properly. AETOS is not responsible for any loss that you sustain as a result of being unable to access the Internet.

- **Suspension or trading halt of the Underlying Instrument**

In the event of trading in an Underlying Instrument being suspended, AETOS has discretion to re-price open position(s), close out position(s), or change the Margin Requirements on a position. AETOS would widen the Spread if there was an increased risk of illiquidity in the market in which the Underlying Instrument is traded.

- **Latency and Price Feed Risk**

Internet connectivity delays and price feed errors sometimes create a situation where the prices displayed on AETOS' trading screen do not accurately reflect market rates. AETOS is not responsible for any loss which you sustain as a result, and AETOS may take action to recover any loss sustained by us as a result, including repairing, reversing, opening, and/or rolling over new or existing position(s).

- **Third Party Trading**

Third party trading can be risky. Third party trading services are often called "money managers", "expert advisers" plugins. They may enable your Trading Account to execute trades made by third party asset managers. They may

claim to exploit price latency across platforms or markets. They may promise exceptional returns. AETOS' platforms may allow you to plug in or otherwise connect to third parties. Some providers of third-party plugins may charge you fees, and others do not. Regardless of AETOS' approval, AETOS is not responsible for, and will not indemnify you for loss, which arises out of your reliance on any statements made by their makers or promoters, or any loss incurred in connection with third party plugins that you use.

**Key risks when using third party trades or software include, but are not limited to:**

- You can lose control of your trades and suffer financial loss.
- Any software may stop working and you are stuck with open position(s) and you suffer financial loss.
- You can lose more money than your initial deposit.
- It may result in you being margin called (see section 8 of this PDS titled "**Margin Calls**") and your position(s) may be liquidated.
- Some are offered by fraudulent or illegal / underground entities in remote parts of the world.
- Some create or are otherwise affected by price latency which may result in significant losses on your Trading Account due to inaccurate pricing.

If promoters of these plugins or trading services make promises that are too good to be true, then you should avoid them. **You should never provide your Trading Account username or password to a third party without AETOS' express consent – to do so would be a breach of the Terms & Conditions. You are solely responsible for managing the risks (including the risk of loss) associated with using third parties.**

### **13. The Costs in using AETOS products**

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

- All fees and charges described in this document (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 below 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 webpage 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 price and the new contract price. 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. 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. 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.



## Taxes

The Client will be personally responsible for any taxation matters including, but not limited to, stamping duty, transaction duty, income tax and capital gain tax. You should consult a tax expert to ascertain your liability to the jurisdiction that you reside in. All fees and charges quoted by AETOS are exclusive of tax.

## 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 PDS and before receiving AETOS financial services.

For information about the costs, fees and commissions that may be payable in relation to the products described in this PDS, please refer to the worked examples in this PDS and the Product Specifications on AETOS Website [www.aetoscg.com](http://www.aetoscg.com).

## 14. How does the online trading platform work?

To make a trade using AETOS' online trading platforms:

- You must first register with AETOS by filling out the registration form from AETOS official website [www.aetoscg.com](http://www.aetoscg.com) by providing requested client information and setting an AETOS online user name and password. The password you set during registration is also the trading password for your online Trading Account.
- Secondly, you must fill out the AETOS' Trading Account opening form which was either provided to you at the same time as this PDS or can be located at [www.aetoscg.com](http://www.aetoscg.com). A pre-condition to your successful registration is an acknowledgement by you that you have read this PDS and that you have read and agreed to be bound by AETOS Terms & Conditions. Another pre-condition is that you meet AETOS' client qualification criteria, which is explained in section 3 of this PDS in more detail.
- Once your Trading Account is successfully opened, you will receive the Trading Account number through the email you registered at the AETOS official website. The trading password is set by you when you register online.
- You can download the AETOS online trading platform software from AETOS official website [www.aetoscg.com](http://www.aetoscg.com). You can then use your Trading Account number and password to login after installation.
- Once logged in, numerous windows will pop up on the platform. In order to place a trade, you first select a Foreign Exchange Currency Pair, Index, Share, Commodity or Cryptocurrency from the Market Watch window. For example, you can choose the Currency Pair of EURUSD. Once you have selected a Foreign Exchange Currency Pair, Index,

Share or Commodity, you need to select the amount you wish to invest by buying/selling the intended number of contracts.

- Once the trade has been executed, the particulars of that trade will be communicated to you electronically via the trading platform or by email. You can transfer money into or out of your Trading Account, subject to AETOS Terms & Conditions, which are set out on AETOS official website.

## 15. How does AETOS handle your money?

Money paid by you to AETOS for your designated Accounts are deposited into Client Money Accounts that are segregated trust accounts maintained and operated by AETOS in accordance with the applied laws and legislation.

AETOS holds your money in the Client Money Accounts with other client money, and we do not use client money to meet obligations we incur when hedging with other counterparties. AETOS is not liable for the solvency or any act or omission of any bank holding the Client Money Accounts.

By using AETOS' services, you relinquish the right to any interest on money deposited in AETOS' Client Money Accounts. Your Money will be held in the Client Money Account until you request a withdrawal, or otherwise provide us with a legal right to that money because of entitlements (such as outstanding fees) owed to us or in such other circumstances as referred to in AETOS Terms & Conditions, which are set out on AETOS official website.

### Example

If you close a position and incur a loss, your Trading Account balance will be debited instantly.

### Example

If you hold a position overnight [i.e. holding a position from 21:59:59 GMT onwards (20:59:59 GMT during U.S. Daylight Saving Time)], and you are credited or charged an overnight Financing Cost (referred to as interest adjustment or swap charge/credit in this PDS) , then that money is credited or deducted from your Trading Account balance instantly.

AETOS does not use client money to meet our capital purposes or to hedge with our liquidity providers. AETOS uses funds from its own operating accounts for these purposes. The equity balance that AETOS holds in the Client Money Accounts will display in your Account, in our Client Money Account. Client Money includes:

- Initial Margin; plus
- Profits you have won but not withdrawn; plus
- Running profits in any open position(s); minus
- Losses from past trades; minus
- Running losses accrued against any open position(s); minus
- Any fees or other amounts we are entitled to.

Sometimes there may be a discrepancy in the balance shown to you via the online trading platform, and the amount of client money we hold. That may be because of a pricing feed error, uncleared funds, software malfunction, if we have extended credit to you, or if we otherwise take action under our Terms and Conditions, which may include freezing your Account if you, say, breach the Terms and Conditions.



You can ask us for records about money we have received from you, on your behalf of, or for your benefit, where that money was client money. We will provide you with the records within 5 business days or such longer period as we may agree to in writing, with you.

### **Counterparty risk**

There is also a counterparty risk that you may lose some or all of your money if there is a deficiency in the designated segregated Account. See the section above titled “**Significant Risks**” for more information concerning counterparty risk. AETOS does not use client money to hedge, counteract or offset the risk associated with a derivative transaction entered into between you and us.

## **16. Terms & Conditions**

AETOS Terms & Conditions, are set out on AETOS official website [www.aetoscg.com](http://www.aetoscg.com) and must be read and agreed to before a contract is entered into.

When you use AETOS’ services you will be bound to AETOS Terms & Conditions as amended from time to time, along with any other terms you are required to sign or acknowledge. However, in the event of inconsistency, the terms in the legal documents described below will rank according to the following priority, to the extent of any inconsistency:

- This PDS
- AETOS Terms & Conditions
- Account Opening Form

The information in this PDS is subject to change from time to time and is up to date as at the date stated at the start of this PDS.

Information in this PDS that is not materially adverse to users of AETOS products is subject to change and may be updated via AETOS official website [www.aetoscg.com](http://www.aetoscg.com). You can access that information by visiting the website and asking for an electronic or paper copy. You can also access the website which may contain, from time to time, other information about AETOS products.

There is no cooling-off period for any product offered by us.

You must provide all information to AETOS which it reasonably requires of you to comply with any law in Republic of Vanuatu or any other country. In particular, you must provide AETOS with satisfactory identification before you can use AETOS products or services. AETOS may delay, block or refuse to enter, adjust or complete a transaction if AETOS believes on reasonable grounds that making the payment may breach any law in Vanuatu or any other country, and AETOS will incur no liability if it does so. AETOS may disclose any information that you provide to a relevant authority where AETOS is required to do so by any law in Vanuatu any other country.

Unless you have disclosed to AETOS that you are acting in trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf when obtaining services from AETOS.

When you use AETOS’ services, you are promising that you will not breach any law in Vanuatu any other country.

You are solely responsible for ascertaining whether any Transaction entered into under AETOS Terms and conditions is lawful under the applicable laws of the jurisdiction where you are resident;

AETOS reserves the right to suspend the operation of AETOS official website and online facility or any part or sections of them. In such an event, AETOS may, at its sole discretion (with or without notice), close out your open position(s) at prices it considers fair and reasonable.

AETOS may impose volume limits on client Trading Accounts at its sole discretion.

## **17. Trading Facilities**

AETOS is able to provide Margin FX Contracts and CFDs trading facilities through its trading platform. AETOS' online trading platform is an internet-based tool for you to trade.

## **18. Tax Implications**

Trading margin contracts can create tax implications. Generally, if you make a gain attributable to an exchange rate or price fluctuation then that part of the gain is included in your assessable income. Conversely, if you make a loss attributable to an exchange rate or price fluctuation then that part of the loss is deducted from your assessable income. However, the taxation laws are complex and vary depending on your personal circumstance and the purpose of your currency trading. Accordingly, you should discuss any taxation questions you may have with your tax adviser before using AETOS' products or services.

## **19. What are AETOS different roles?**

AETOS is the product issuer. This means that AETOS issues products described in this document and does not act on behalf of anyone else.

AETOS is also the service provider. AETOS official website (and at times, AETOS Representatives) can give you general advice only and help you use the trading services.

## **20. What should you do if you have a complaint?**

In the unlikely event of you having any reason to feel dissatisfied with any aspect of our service, you should notify our Customer Service Team as soon as possible at [cs\\_markets@aetoscg.com](mailto:cs_markets@aetoscg.com), 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 by email at [compliance@aetoscg.com](mailto:compliance@aetoscg.com). AETOS will try to resolve your complaint within six weeks of receiving the written complaint.

If you are not satisfied with the final response issued by AETOS after three (3) attempts to resolve the dispute, the case can be escalated to Vanuatu Financial Services Commission by following the below guidelines pursuant to Section 7A of the Financial Dealers (Licensing) Act.

VFSC will only consider genuine complaints from genuine clients. Any complaints made must be made by a client providing the details below:

- (a) Full name and photo identification of complainant;
- (b) Confirmation of investment, such as receipt of deposit of funds for investment;
- (c) Copy of prospectus of product or investment offered;
- (d) Full statement of complaint outlining the basis of the complaint;
- (e) Confirmation of request for Withdrawal; and
- (f) Other relevant information or documents such as email or chats between the complainant and the licensee.

All relevant documents to VFSC must be translated into English where necessary and certified confirming a correct translation of the documents.

## 21. Dictionary

- **Account** means the Account of the client dealing in the financial products issued by AETOS, which is established in accordance with this Product Disclosure Agreement and the Terms & Conditions
- **Account Base Currency** refers to the currency in which your Trading Account is denominated.
- **Base Currency** means the currency in which the Margin FX Contracts or CFDs is denominated. In the case of a Currency Pair, the Base Currency is the first quoted currency in a pair.
- **Business Day** refers to a day on which commercial banks are open for business (including dealings in Foreign Exchange) in Vanuatu and the host countries of the relevant Currency, Index, Commodity, Cryptocurrency or other Underlying Instruments.
- **Contract for Difference (CFD)** is a leveraged financial Instrument that changes in value by reference to fluctuations in the price of an Underlying Instrument such as the price of gold or silver.
- **Contract Size** means the total monetary value of the Instrument you are trading.
- **Currency Pair** refers to the value of one named currency relative to another named currency.
- **Equity** means the cash balance of a client trading Account including (after) any running losses and/or profits on open position(s). The Account Equity is an indication of the performance of a Trading Account as it considers your Account balance and how each individual position is performing.
- **Exchange** means the financial market or exchange on which the reference price of the Underlying Instrument is quoted.
- **EUR** refers to the Euro – the official currency of the European Union.
- **Forced Liquidation** refers to the situation where your position is forcibly closed when the Margin Level in your Trading Account has dropped below a predetermined level set by us.
- **FX or Forex** means Margin Foreign Exchange.
- **Hedging** is a strategy engaged by AETOS to manage exposure to client position(s) which involves the entering of its own position(s) with a Liquidity Provider(s).
- **Initial Margin** is the funds required to open a Position with AETOS.
- **Instrument** means the Margin FX Contracts or CFDs that is provided by AETOS. An Instrument is referred as a Symbol on the Trading Platform.
- **Interest Adjustment** are calculated daily on the overnight position(s) by applying the applicable interest rate to the daily closing value of the position(s).
- **Liquidity Provider(s)** means an external counterparty (company, bank or financial institution) that provides a buy and sell price (Liquidity) in a financial Instrument, security or asset, and can accept trades and orders for the purposes of risk management. This may also be referred to as a Hedging counterparty.
- **Margin Call** refers to the situation where your Account Equity only covers 30%/100% or less of the Margin

Requirements for your open position(s).

- **Margin Level** refers to the correlation between your available equity and the margin required to maintain your position held. It is calculated as a percentage by dividing your Trading Account Equity by the Initial Margin Required.
- **PDS** means this Product Disclosure Statement.
- **Representative** includes a director or employee of AETOS, and a director or employee of any company related to AETOS, as well as any other entity that is appointed as an authorised representative of AETOS.
- **Rollover Adjustment** refers to the cost or credit that will be applied to client's Account to reflect the difference in price between the expiring contract and the new contract when the Underlying Instrument is due for expiry.
- **Spread** is the difference between bid and ask prices for a particular Underlying Instrument.
- **Terms & Conditions** refer to the terms and conditions that you are required to agree to before you can use the products described in this PDS. They are available on AETOS official website [www.aetoscg.com](http://www.aetoscg.com), and are incorporated by reference into the PDS. You can obtain another free copy of this document by contacting AETOS staff using the details at the start of this PDS.
- **T+0** refers to Transaction date plus 0 day
- **Underlying Instrument** means a Currency Pair, Index, Share, Commodity, Cryptocurrency or other financial asset type that trades in a financial market or Relevant Exchange to which Margin FX Contracts or CFDs relates.
- **USD** refers to the United States Dollar.