

Product Disclosure Statement ("PDS")

LICENCE NO: 246566

ISSUER: EASY FOREX PTY LIMITED
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The information and any general advice in this PDS do not take into account your personal objectives, financial situation and needs. Before trading in the products referred to in this PDS you should read this PDS and be satisfied that any trading you undertake in relation to those products is appropriate in view of your objectives, financial situation and needs as well as considering the risks associated with dealing in those products. You should read all sections of this PDS before making a decision to acquire the financial products described herein.

We recommend that you consult your financial adviser or obtain other independent advice before trading in the products referred to in this PDS. Easy Forex does not and will not give you personal financial product advice and this PDS does not constitute a recommendation or opinion that the products referred to in this PDS are appropriate to you.

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1. Introduction

Under the Corporations Act 2001, a retail client must receive a Product Disclosure Statement ("PDS") from a financial services licensee before acquiring a financial product. The PDS is the document that sets out the significant features of a financial product, including its risks, benefits and costs. The purpose of this PDS is to provide you with sufficient information to make an informed decision in relation to the acquisition of our financial products. This document is our PDS for derivatives and foreign exchange products. This PDS is available on the Internet at www.easy-forex.com.au. Paper copies of this PDS will be sent by the Issuer to any person on request and free of charge. To obtain a paper copy free of charge, please contact us through the contact details given in section [20](#) of this PDS.

Jurisdiction and Selling Restrictions: This PDS is not an offer or invitation in relation to the products in any place in which, or to any person to whom, it would not be lawful to make that offer or invitation. The distribution of this PDS outside Australia may be restricted by the laws of places where it is distributed and therefore persons into whose possession this document comes should seek advice on and observe those restrictions. Failure to comply with relevant restrictions may violate those laws.

This PDS seeks to explain to you about our products in a clear, concise and effective manner. Given that foreign exchange is a complex area of the financial markets, you are referred to the Dictionary on our website at www.easy-forex.com.au to assist your greater understanding. When we use the terms 'Easy Forex', 'we', 'us' or 'our' in this PDS the reference is to Easy Forex Pty Limited, ACN 107 184 510; AFS Licence 246 566 the issuer of the foreign exchange products. When we use the term "you" we mean you as the user of our products When we refer to "client" we mean you or another user of Easy Forex products as applicable.

This PDS is an important document and provides you with key information about our foreign exchange products.

Before trading in the products referred to in this PDS you should give consideration to your objectives, financial situation and needs. We recommend that you take all reasonable steps to fully understand the possible outcomes of trades and strategies in relation to utilising the Easy Forex trading platform. You should also be aware of the risks involved and be satisfied that trading in our products is suitable for you in view of your financial circumstances.

If you have any questions in relation to this PDS, please do not hesitate to contact us through the contact details given in section [20](#) of this PDS.

2. Issuer Details

Issuer: Easy Forex Pty Limited (ACN 107 184 510; AFS Licence 246566)
L2, 437 St Kilda Road,
MELBOURNE VIC 3004

Telephone: Call us on 1300 303 908 or
Melbourne (03) 9820 2711
Sydney (02) 9238 0260.

Email: pacific@easy-forex.com

Website: <http://www.easy-forex.com.au>

Facsimile: (03) 9820 8890

3. Who is Easy Forex?

Easy Forex provides an online trading platform, enabling clients to trade in derivatives and in foreign exchange rates over the internet. Easy Forex provides clients with direct access to our system to enable them to buy and sell currency rates.

Easy Forex forms part of the Easy Forex Group which currently operates in Europe, USA and Asia Pacific. The Easy Forex Group was founded by a group of bankers, forex and internet experts and offers traders direct access to the global currency markets.

4. What Products does this PDS cover?

This is a PDS for foreign exchange and commodity products provided by Easy Forex. These are Over the Counter ("OTC") products.

Foreign exchange is essentially about exchanging one currency for another at an agreed rate. The exchange rate is the price of one currency in terms of another currency such as the price of the Australian dollar in terms of the US dollar. For example, if the current exchange rate for the Australian dollar as against the US dollar is AUD/USD 0.7500, this means that one Australian dollar is equal to, or can be exchanged for, 75 US cents.

Easy Forex products do not result in the physical delivery of the currency or commodity but are cash adjusted or closed by the client taking an offsetting opposite position i.e. there is not a physical exchange of one currency for another. Positions will always be closed and the client's account will be either credited or debited according to the profit or loss of the trade. Should a transaction be held to expiry [i.e. the nominated forward date] then it is cash settled according to the closing price of that currency, as quoted by Easy Forex, on that particular day.

Our foreign exchange products are as follows:

Day-Trading:

A Day-Trading transaction is a currency exchange deal which renews automatically every night at 22:00 (GMT time) starting the day the deal is made and until it ends. The deal ends in one of the following events:

- (i) Termination initiated by you.
- (ii) The Day-Trading rate has reached the stop loss or take profit rate you predefined.
- (iii) The deal end date.

Forward Contracts:

A forward contract is an agreement to buy or sell a specified amount of a commodity or financial instrument at a fixed price some time in the future.

A forward contract offered by Easy Forex is a currency rate deal where the settlement date is later than two working days after the date of entering the transaction (under the Corporations Act 2001, these products are classified as 'derivatives').

Each transaction agreed and entered into with a client will be entered into as principal. Easy Forex will be making a market in its products as it will regularly state the price at which it is prepared to deal with the client as principal.

When trading Easy Forex products you should be aware of the risks and benefits (as set out in this PDS). Examples of how the Easy Forex day trading and forward contracts can be traded are provided in Section 7 of this PDS. The examples provided in Section 7 of this PDS are only provided for illustrative purposes and use figures which attempt to demonstrate how the relevant Easy Forex products work. Those figures do not

necessarily reflect Easy Forex's or your personal circumstances and do not restrict in any manner the way in which Easy Forex may exercise its powers or discretions. Those examples do not constitute general or personal financial product advice to any person reading this PDS.

Commodities:

The Commodities Tab on the Easy Forex online trading platform allows the client to trade both energy and soft commodities. These commodities are traded as a futures contract, quoted in US dollars and with a distinct monthly or quarterly expiry. Trading hours are daily apart from a three hour break each night and the deals renew automatically, every night at 22:00 hours (GMT time) unless specified at the time of placing the deal.

To illustrate how a commodity is traded, let's assume that you believe that Oil prices are set to rise. Using the Easy Forex trading platform you place a trade to buy the US standard for Oil Trading, WTI (West Texas Intermediary). The amount that you wish to trade is 2500 barrels of Oil at the current market price of USD 63.00. In order to execute this trade you set the amount (margin) to risk at USD 2,500 (Approx. AUD 3,049 assuming an exchange rate of 0.82 between the US dollar and the Australian dollar). By selecting this amount, Easy Forex will automatically generate a stop loss rate at USD 62.00. This is a guaranteed stop loss and should the market fall to this price, your stop loss will be triggered and you will lose your amount to risk (USD 2,500), no more. Now let's look at what happens if the deal closes at various prices:

(i) The Oil price falls to USD 62.00. In this case the deal has been terminated because your pre-defined stop loss has been triggered resulting in a loss of USD 2,500 or AUD 3,049 as per our previous calculation.

(ii) At the time of expiry, Oil is traded at 61.80. In this case you lose USD 500 or AUD 609.76. This amount is based on a 20 cent difference between the entry and exit price multiplied by the number of barrels and then divided by the exchange rate between the US and Australian currency (again assuming an unchanged exchange rate of 0.82 cents).

(iii) The Oil price at expiry is USD 63.10. In this case you have a profit of USD 2,750 or AUD 3,353.66. The amount is the difference between the entry and exit price of your trade, (in this case a difference of USD 1.10) multiplied by the number of barrels and then divided by the exchange rate (again assuming an unchanged rate of 0.82).

It should be noted that the last two examples assume that you decide to hold the Oil position till expiry. This does not necessarily have to be the case. Like all Easy Forex products, you may close your positions at any time should it be in profit or loss.

5. Purpose of Easy Forex Products

Foreign exchange exposures may arise from a number of different activities.

A person going on a holiday to another country has the risk that if that country's currency appreciates against their own, their trip will be more expensive.

An exporter who sells its product priced in foreign currency has the risk that if the value of that foreign currency falls then the revenues in the exporter's home currency will be lower.

An importer who buys goods priced in foreign currency has the risk that the foreign currency will appreciate thereby making the cost, in local currency terms, greater than expected.

In each of the above examples, the person or the company is exposed to currency risk.

Currency risk is the risk that arises from international travelling or business which may be adversely affected by fluctuations in exchange rates. Easy Forex offers its clients the facility to buy or sell foreign exchange products to manage this risk.

This enables clients to protect themselves against adverse currency swings, yet secure enhanced exchange rates when offered, thereby protecting the profit margin made by the corporate during the business transaction relating to the foreign currency trade or protecting the cost of the client's international holiday in the case of the traveller.

Easy Forex products may also be used by the speculator. A client may take a view of a particular market or the markets in general and therefore invest in our products according to this belief in anticipation of making a profit.

6. How is the Foreign Exchange Rate Calculated?

Easy Forex cannot predict future exchange rates and our rate quotations are not a forecast of where we believe foreign exchange rate will be at a future date. The decision to transact at a particular rate will always be the client's decision.

The calculation of the price to be paid (or the payout to be received) for foreign exchange products offered by Easy Forex, at the time the contract is purchased or sold, will be based on Easy Forex's best estimate of market prices and the expected level of interest rates.

The calculation will include a spread in favour of Easy Forex. The contract prices (or the payout amounts) offered to clients hedging, trading or speculating on market prices may differ substantially from prices available in the primary or underlying markets where contracts are traded. This is due to the spread favouring Easy Forex in the price calculation. Easy Forex acts as a market maker and not a broker and makes its earnings from the spreads that are embedded in the currency rates. Different spreads are used depending on the value of the transaction. **Easy Forex earns its income** from the business spread or margin that we apply to our foreign exchange products. This is the difference between the rate at which we buy and sell the financial instruments, and will depend on factors such as the size of the trade and prevailing market rates. This spread is incorporated into the rates quoted to you and is not an additional charge or fee payable by you. Different spreads are used depending on the value of the transaction.

Contract payouts shall be determined by Easy Forex by reference to the daily values reported on our website relevant to the inter bank trading data received by us for foreign exchange quotes, subject to Easy Forex having the right to make corrections to such data in the event of mis-priced or typographically incorrect data.

Easy Forex does not provide a market amongst or between clients for investments or speculations. Each product purchased (or sold) by a client is an individual agreement

made between that client and Easy Forex as a principal and is not transferable, negotiable or assignable to or with any third party.

7. How are the Easy Forex Products Traded?

Easy Forex provides an online trading platform, enabling clients to trade in our products. Clients are provided direct access to currency rates over the internet.

As stated in section 4 above, the foreign exchange products offered by Easy Forex are Day Trading and Forward Contracts. Let's look at some examples.

Day Trading:

The Day-Trading zone on the Easy Forex online trading platform allows you to perform daily currency rate deals on all major currencies such as AUD/USD and EUR/USD, cross currencies such as EUR/JPY and GBP/AUD and traditional mediums of exchange, notably GOLD (XAU/USD) and SILVER (XAG/USD). The deals renew automatically, every night at 22:00 (GMT time), until the deal ends as specified on each deal.

Let's assume that you believe that the AUD should go up compared with the USD. You want to buy USD50,000 worth of AUD and are willing to risk AUD1,000. You could purchase a Day Trading deal as follows; Buy AUD and Sell USD at an exchange rate of .7618 USD per AUD. By selecting the AUD1,000 as the amount you are willing to risk, automatically, a stop loss order is generated at a rate of .7504. This AUD1,000 is the maximum amount you could lose, nothing more. At the exchange rate of .7618 USD50,000 equals AUD65,634.02, at the automatic stop loss exchange of .7504, USD50,000 equals AUD66,631.13, which is slightly within the maximum at risk AUD1,000. Remember we are looking for the AUD to appreciate against the USD.

Let's examine what happens when the deal ends, at various exchange rates:

- (i) The exchange rate is .7440 In this case, the deal has been terminated at your pre-defined stop loss of .7504. You have lost AUD1,000, the amount you were willing to risk. It is worth noting that without the stop loss your losses at this rate would be AUD1480.07 which is the difference between USD50,000 converted at .7618 (AUD65,634.02) and USD50,000 converted at .7450 (AUD67,114.09).
- (ii) The exchange rate is .7610. In this case, you lose only AUD69. This amount is the difference between USD50,000 converted at .7618 (AUD65,634.02) and USD50,000 converted at .7610 (AUD65,703.02).
- (iii) The exchange rate is .7750. You have made a profit of AUD1,117.90. This amount is the difference between USD50,000 converted at .7618 (AUD65,634.02) and USD50,000 converted at .7750 (AUD64,516.12).

Forward Contract:

Forward foreign exchange contracts are generally used by importers, exporters and investors who seek to lock in exchange rates for a future date in order to hedge their foreign currency cash flows. However, it is not only hedgers who can benefit from forward contracts. Any person may purchase a forward contract, if he / she is prepared to take a risk for the possibility of making a profit or incurring a loss.

The forward contract trading zone on the Easy Forex online trading platform allows a client to perform future currency rate deals. If the client does not close the deal, it will exist until its pre-set date of maturity, or until the stop loss, take profit or limit price reaches the pre-determined rate, whichever comes first.

Let's assume that you are in the Import-Export business and are uncertain and concerned about future fluctuations in currency exchange rates and you have contracted to purchase inventory for the price of USD100,000 payable in 60 days time.

At Easy Forex you can lock in a specific future exchange rate, in order to avoid the unknown impacts arising from exchange rate fluctuations. For example, you are worried about increase of the USD compared to the Australian dollar.

You want to ensure the rate for a purchase of USD100,000 in a later date, say 60 days from today (you may actually select a date that can be any business day up to three months from today's date). You could purchase a forward contract, buying USD100,000 and selling Australian Dollars, dated 60 days from today at USD 0.75 per Australian dollar.

First of all, you enter into a forward contract and have ensured the exchange rate of 0.75 for the date 60 days from today. Nothing can change that. Let's assume you have entered a pre-defined stop loss order at say, 0.80. Let's examine what happens when the deal ends, at various exchange rates:

- (i) The exchange rate sometime during the pre-set period of 60 days, reached 0.80. In this case, the deal has been terminated at your pre-defined stop loss rate of 0.80. You have lost AUD8,333.33, the amount you were willing to risk. This amount is the difference between USD100,000 converted at 0.75 (AUD133,333.33) and USD100,000 converted at 0.80 (AUD125,000.00).
- (ii) The exchange rate at the specified date is 0.78. In this case, you lose only AUD5,128.21. This amount is the difference between USD100,000 converted at 0.75 (AUD133,333.33) and USD100,000 converted at 0.78 (AUD128,205.12).
- (iii) The exchange rate at the specified date is 0.72. You have made a profit of AUD5,555.55. This amount is the difference between USD100,000 converted at 0.75 (AUD133,333.33) and USD100,000 converted at 0.72 (AUD138,888.88).

In the examples above, if this was a hedging transaction, the loss (or profit) on the forward contract would be offset against the lower (or higher) price you physically had to pay for the equipment based on the exchange rate in 60 days time.

8. Margin Obligations

Forward contracts will be subject to margin obligations.

Initial margin means the initial deposit (an up front payment) of funds required by Easy Forex to cover the risk to Easy Forex and as security for the client's obligations. Furthermore, additional margin (also known as variation margin) may be payable in the event of adverse market movements to keep the position open.

Positions are monitored by Easy Forex on a mark to market basis to account for any market movements. If the value of the position moves against you then you will be required to “top up” the initial margin and, if so, you will be subject to a margin call i.e. to pay additional margin (automatically from your Easy Forex account).

Initial margin obligations will be as follows:

In the case of forward contracts, the initial margin immediately payable is between 2% - 5 % of the face value of the contract.

You must be in a position to fund such requirements at all times or your position may be closed out by Easy Forex when the mark to market value of your account reaches zero.

It is also important to note that margin calls will be made on a per transaction basis i.e. should you have several open positions, then additional or variation margins (margin calls) are performed on each exposed position and not netted across the group of open transactions. In other words, the unrealised profits of one transaction can not be used to offset the unrealised losses of another transaction.

You will only be allowed to deal in and maintain positions on the basis of cleared funds being provided for your margin obligations. Margin calls can be made by Easy Forex at any time and you are responsible for ensuring that they are met.

Easy Forex has the right to limit the size of your open positions, whether on a net or gross basis under any appropriate circumstances as determined by Easy Forex. Easy Forex also has the right to refuse any request made by you to place an order to establish a position at any time at Easy Forex’s discretion without having to give you notice.

9. Costs of Foreign Exchange Products

Easy Forex do not charge fees or commissions for you to enter into our foreign exchange products. Easy Forex acts as a market maker, and makes its earnings from the spreads that are embedded in the currency rates.

As discussed in section 8 of this PDS, where you enter a forward contract you will be required to pay initial margin and may be required to pay additional margin in the event of adverse market movements against your position. Such payments are not costs but are cleared funds required by Easy Forex to cover our risk and as security for the client’s obligations.

The margin amounts are payable into the Easy Forex client trust account and are held, used and withdrawn in accordance with the Corporations Act 2001 requirements and our agreed Terms and Conditions. All interest that may accrue on the client trust account is kept by Easy Forex.

You will be charged a renewal fee with respect to Day Trading transactions. As long as the deal is open, it is charged a renewal fee of \$1USD to 2USD per 10,000USD deal face value, depending on the total volume of trade every night at 22:00 (GMT time).

10. Terms and Conditions

The Easy Forex Terms and Conditions govern the contractual relationship between Easy Forex and the client. These must be acknowledged and accepted via our website before you can trade with us. The Terms and Conditions set out the basis on which future transactions will take place and the obligations of both Easy Forex and the client when accessing and trading on the trading platform. However, entering into the Terms and Conditions does not itself constitute a trade or in any way oblige you to enter into future transactions. This is always your decision.

Easy Forex may in its discretion amend or vary the Terms and Conditions or withdraw in whole or in part any account provided by Easy Forex to you.

Easy Forex products are offered solely on the basis of the information and representations contained in this PDS, and any supplementary PDS, the Easy Forex Terms and Conditions as amended from time to time, the Financial Services Guide (FSG) and any supplementary FSG and no other information or representation however provided and conveyed to you.

11. How do your Orders get Executed and Confirmed?

You must follow the following steps to effect orders with Easy Forex:

1. Read this Product Disclosure Statement and the Financial Services Guide;
2. Read, acknowledge and accept the Terms and Conditions contained on the website at www.easy-forex.com.au
3. Set up an account with Easy Forex in accordance with the steps contained on the website at www.easy-forex.com.au
4. Based on the quotations, you will enter into a contract with Easy Forex using the online trading platform;
5. You will receive an electronic confirmation from Easy Forex (which gives details of the transaction);
6. You can access details of your account any time online.

By going through the steps you acknowledge to Easy Forex that you:

- Are aware that investing in Easy Forex products carries a high level of risk and due to the potential volatility and fluctuations in foreign exchange markets you could sustain a total loss of the amount that you deposit with Easy Forex to establish or maintain a contract or sustain significant losses;
- Have given consideration to your objectives, financial situation and needs and the significant risks of loss which together are with the prospects of profit associated with dealing in foreign exchange products offered by Easy Forex and have formed the opinion that dealing in those products is suitable for your purposes;
- Received a recommendation from Easy Forex to consult your financial advisor or obtain other independent advice before trading in the products referred to in this PDS;
- Have obtained appropriate and sufficient advice concerning the terms of this PDS, the Terms and Conditions and the FSG;
- Have consented to Easy Forex collecting, maintaining, using and disclosing personal information about you and provided by you for another person as described in Section 16 and;

- Have received or downloaded this PDS, the Company Terms and Company Conditions and the FSG and read and have understood them.

12. Significant Benefits of the Easy Forex Products

Foreign exchange products such as forward contracts provide an important risk management tool for those who manage foreign currency exposures. The significant benefits of using foreign exchange products offered by Easy Forex products as a risk management tool are to protect your exchange rate and provide cash flow certainty. Other benefits of using Easy Forex apply equally for a client as a risk management tool or for the client who is a trader or speculator and these are described below.

Protect an Exchange Rate

Easy Forex provides an online trading platform, enabling clients to trade in derivatives and foreign exchange rates over the internet. This facility provides clients with direct access to our system to enable them to buy and sell currency rates to protect themselves against adverse market swings.

Easy Forex also offers clients a way of managing volatility by using stop loss orders that enable clients to protect themselves against adverse market swings yet secure enhanced market rates when offered. Clients can eliminate downside risk by the use of stop loss orders if the exchange rate reaches a particular level. In addition, clients may also use limit orders which allow clients the opportunity to benefit from favourable upside market movements.

Provide cash flow certainty:

By agreeing to a rate now for a time in the future you will determine the exact cost of that currency, thereby giving certainty over the flow of funds. Any profit (or loss) you make using the Easy Forex product would be offset against the higher (or lower) price you physically have to pay for the foreign currency.

In addition to using foreign exchange products as a risk management tool, clients can benefit by using foreign exchange products offered by Easy Forex to speculate on changing exchange rate movements. You may take a view of a particular market or the markets in general and therefore invest in our products according to this belief in anticipation of making a profit.

The significant benefits of using foreign exchange products offered by Easy Forex as a trader or a speculator (and for the client seeking to use the Easy Forex product as a risk management tool) are as follows:

Trade in small amounts

The Easy Forex system enables you to make transactions in small amounts. You can start using Easy Forex even with a deposit margin as little as \$25USD. When trading in a foreign exchange product offered by Easy Forex you may deposit the sum that suits you, or the amount which is in line with the amount you are willing to risk. With Easy Forex you are in full control of your funds.

Access to the foreign exchange markets at any time

When using Easy Forex you gain access to a highly advanced and multi-leveled system which is active and being updated 24 hours a day. You can control your accounts and positions 24 hours a day.

Making deposits with your credit card

Easy Forex is the only foreign exchange product platform which allows you to deposit margins on line with your credit card. That means you are able to lodge your deposits at any time, regardless of banking hours. Easy Forex cares about protecting your privacy as well as your security, and does so in a professional and serious way. We use the latest technologies and regulations in order to provide security shield for your credit card and privacy. Please read our Terms and Conditions.

Competitive spreads, no commissions

With Easy Forex you do not pay commissions for the trades you enter. Easy Forex acts as a market maker, not as a broker, and makes its earnings from the spreads that are embedded in the currency rates. In the "Day trading" zone you may roll over your positions and then you pay a renewal fee. Please see our Terms and Conditions.

Real time streaming quotes

The Easy Forex high-edge system uses the latest highly sophisticated technologies in order to offer you up-to-the-minute quotes. You may check your accounts and positions in real time and you may do so 24 hours a day and make a trade based on real-time information. Easy Forex believes it is highly important for you to be able to control your funds whenever you wish and base your deals on real-time information.

Full control over your account and positions

With Easy Forex you are able to control your costs and risks. At Easy Forex we believe your financial activities should be under your full control. Easy Forex uses the latest technologies in order to ensure your stop loss orders are filled. Easy Forex is committed to the principle that you never lose more than what you are prepared to lose. Please see our Terms and Conditions.

Moreover, Easy Forex will watch the market fluctuations for you. When you open a limit order Day Trading deal, you set your preferred exchange rate for a Day Trading deal and Easy Forex shall watch and monitor the occurrence of such opportunity for you. When and if the market rate reaches the rate you defined, Easy Forex shall automatically perform the Day Trading deal for you. Similarly, if you have an open position but are not currently accessing the trading platform, you can Take Profit at your preferred exchange rate. Easy Forex shall watch and monitor the occurrence of such an opportunity for you. When and if the market rate reaches the rate you defined, Easy Forex shall automatically close out your open position for you to realise a profit.

No software download

The Easy Forex trading platform enables users to start trading immediately. Unlike other online trading platforms, Easy Forex eliminates the need to download proprietary

software.

Tailor-made conditions for frequent traders

The spreads in our trading platform assume deals of small, up to medium amounts. If you are a frequent user of the Easy Forex platform and wish to trade with medium up to large amounts, please do not hesitate to contact us by mail or telephone to enable us to provide you with tailor-made trading conditions.

13. Significant Risks Explained

You should be aware that trading in the foreign exchange products offered by Easy Forex involves risks. It is important that you carefully consider whether trading our products is appropriate for you in light of your investment objectives, financial situation and needs.

The following is a description of the significant risks associated with trading foreign exchange products offered by Easy Forex:

Derivatives Risks Generally

The risk of loss in trading in derivatives contracts can be substantial. You should carefully consider whether our products are appropriate for you in light of your personal and financial circumstances. In deciding whether or not you will become involved in trading derivatives, you should be aware of the following matters:

- a. You could sustain a total loss of the amount that you deposit with Easy Forex to establish or maintain a contract.
- b. If the derivatives market moves against your position, you will be required to immediately deposit additional funds as additional margin in order to maintain your position. Those additional funds may be substantial. If you fail to provide those additional funds Easy Forex will close your positions when the mark to market value of your positions reach zero.
- c. Under certain market conditions, it could become difficult or impossible for you to manage the risk of open positions by entering into opposite positions in another contract or close existing positions.
- d. Under certain market conditions the prices of contracts may not maintain their usual relationship with the underlying foreign currency market.
- e. The foreign exchange products offered by Easy Forex involve risk. However, the placing of contingent orders such as a stop loss order will limit your loss. A stop-loss order shall be executed either at the exact exchange rate declared by the client or at the exact amount of loss, in dollar terms, declared by the client. A transaction of this nature shall be executed as soon as the distinctive ("indicative") exchange rate is found on the financial information systems which, including Easy Forex's spread, is either identical to the order given by the client, or indicates an identical amount of loss, in dollar terms, declared by the client.
- f. A "spread" position (i.e. the holding of a bought contract for one specified date and a sold contract for another specified date) is not necessarily less risky than a simple "long" (i.e. bought) or "short" (i.e. sold) position. Furthermore a "spread" may be larger at the time you close out the position than it was at the time you opened it.
- g. The high degree of leverage that is obtainable in trading the foreign exchange products offered by Easy Forex because of the small margin requirements can work against you

as well as for you. The use of leverage can lead to large losses as well as large gains. The impact of leverage is that even a slight fluctuation in the market could mean substantial gains when these fluctuations are in your favour, but that could also mean considerable losses if the fluctuations are to your detriment. Trading in the foreign exchange products offered by Easy Forex may result in the total loss of the amount you deposited with Easy Forex.

Market Volatility Foreign exchange currency markets are subject to many influences which may result in rapid currency fluctuations and reflect unforeseen events or changes in conditions with the inevitable consequence being market volatility.

Given the potential levels of volatility in the foreign exchange markets, it is therefore recommended that you closely monitor your positions with Easy Forex at all times. Foreign exchange currency markets are highly volatile and are very difficult to predict. Due to such volatility, in addition to the spread that Easy Forex adds to all calculations and quotes (as described in section 6 of this PDS), no product offered by Easy Forex may be considered as a safe trade.

However, Easy Forex offers clients a way of managing volatility by working orders. Clients can eliminate some downside risk by the use of stop loss orders where Easy Forex will enter into an opposite position to your existing position with you if the exchange rate reaches a particular level. In addition, clients may also use limit orders which allow clients the opportunity to benefit from favourable upside market movements.

You should be aware that if you acquire a foreign exchange product offered by Easy Forex for trading or speculative purposes (that is where you do not have a currency risk you need to protect yourself from), you will be fully exposed to movements in price between the currencies.

The risk of loss will be increased where you borrow to acquire the product as the total loss which may be incurred will be the loss on the foreign exchange product together with the amount you borrowed.

Counterparty Risk

Given you are dealing with Easy Forex as counterparty to every transaction, you will have an exposure to us in relation to each transaction. This is common to all OTC financial market products.

You are reliant on Easy Forex's ability to meet its counterparty obligations to you to settle the relevant contract. Easy Forex may choose to limit this exposure by entering into opposite transactions as principal in the wholesale market in relation to its exposures with clients. In addition, Easy Forex must comply with the financial requirements imposed under its AFS Licence.

Opportunity Cost

Once you have locked in your exchange rate you will not be able to take advantage of subsequent favourable exchange rate movements should that occur, in relation to your existing contract. On the other hand, you will be protected from any future adverse movements.

Market Information

Easy Forex may make available to you through one or more of its services, a broad range of financial information that is generated internally or obtained from agents, vendors or partners (“Third Party Providers”). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data (Market Information”).

Market Information provided by us by email or through our website is not intended as advice. Easy Forex does not endorse or approve the Market Information and we make it available to you only as a service for your own convenience. Easy Forex and its Third Party Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information or warrant any results from your use or reliance on the Market Information.

Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither Easy Forex nor the Third Party Providers are obligated to update any information or opinions contained in any Market Information and we may discontinue offering Market Information at any time without notice.

Systems Risks

Easy Forex relies on a number of technology solutions to provide you with an efficient trading platform. In this regard Easy Forex relies on the Easy Forex Group to ensure the systems are updated and maintained. The Easy Forex Group has been operating the trading platform since 2001 and it totally conversant with the needs of clients.

A disruption to the Easy Forex trading platform may mean you are unable to trade in a foreign exchange product offered by Easy Forex when desired and you may suffer a loss as a result. An example of disruption includes the “crash” of our computer based trading system.

Use and Access to the Website

You shall be responsible for providing and maintaining the means by which to access the Easy Forex website, which may include without limitation a personal computer, modem and telephone or other access line.

While the internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent you from accessing the Easy Forex website. If you are unable to access the internet and thus, the Easy Forex trading platform, it will mean you are unable to trade in a foreign exchange product offered by Easy Forex when desired and you may suffer a loss as a result.

Furthermore, in unforeseen and extreme situations, Easy Forex reserves the right to suspend the operation of our website or any part or sections of it. In such an event, Easy Forex may, at its sole discretion (with or without notice), close out your open contracts at prices it considers fair and reasonable at such a time.

Easy Forex may impose volume limits on client accounts, at its sole discretion.

Clients' Monies

Funds deposited with Easy Forex are deposited into our client trust account. The client waives the right to any interest on funds deposited with us. Money is invested in accordance with the Corporations Act 2001.

For money deposited in our client trust account, the client is required to acknowledge as part of our Terms and Conditions that:

- Individual client accounts are not separated from each other;
- All clients' funds are co-mingled into the one trust account;
- The client money provisions may not insulate any individual client's funds from a default in our client trust account. Such a default may arise from any clients' trading; and
- Assets in the client trust account belonging to non-defaulting clients are potentially at risk, even though they did not cause the default.
- Easy Forex is entitled to withdraw, deduct or apply any amounts payable to Easy Forex under the Terms of this PDS or the Terms and Conditions or the FGS or the Corporations Act 2001.

Risk Capital

In cases where you are speculating, we suggest that you do not risk more capital than you can afford to lose. A good general rule is never to speculate with money which, if lost, would alter your standard of living.

Superannuation Funds

It should be noted that complying superannuation funds are subject to numerous guidelines and restrictions in relation to their investment activities, which are contained in the Superannuation Industry Supervision Act 1993. The regulations made under that Act and circulars issued by past and present regulators of superannuation funds including the Insurance and Superannuation Commission, the Australian Prudential Supervisory Authority and the Australian Taxation Office.

Without being exhaustive some of the issues that should be considered by Trustees of complying Superannuation Funds include:

- Prohibitions on borrowing and charging assets and whether dealing in Easy Forex foreign exchange products would breach those borrowing and charging prohibitions;
- The purpose of dealing in Easy Forex foreign exchange products in the context of a complying superannuation funds whole investment strategy as well as the fiduciary duties and other obligations owed by Trustees of those funds;
- The necessity for Trustees of complying Superannuation Funds to be familiar with the risk involved in dealing in Easy Forex foreign exchange products and the need to have in place adequate risk management procedures to manage the risks associated in dealing in those products;
- The consequences of including adverse taxation consequences if a superannuation fund fails to meet the requirements for it to continue to hold complying status.

Other

Changes in taxation and other laws, government, fiscal, monetary and regulatory policies may have a material adverse effect on your dealings in the foreign exchange products offered by Easy Forex.

14. What do I do if I have a Complaint?

Easy Forex has internal and external dispute resolution procedures to resolve complaints from clients. A copy of these procedures may be obtained by contacting us and requesting a copy or via our website.

If you have a complaint about the financial services provided to you, please take the following steps:

1. Contact Easy Forex to inform us about your complaint. You may do this by telephone, facsimile, email or letter per details given by section 20. We will investigate your complaint promptly. We will try to resolve your complaint quickly and fairly.
2. If you are dissatisfied with the outcome of our investigation, you have the right to complain to the Financial Ombudsman Services Tel: 1300 78 08 08, Fax: (03) 9613 6399, www.fos.org.au, Email: info@fos.org.au. Mail: GPO Box 3 Melbourne, VIC 3001.
3. You can contact the Australian Securities and Investments Commission (ASIC) on 1300 300 630. This is a Free call Infoline. This is another alternative that you may use to make a complaint and obtain information about your rights.

15. Taxation Implications

Trading in foreign exchange products offered by Easy Forex has the potential for generating substantial profits and the potential for generating substantial losses. The tax implications of such profits or losses may be significant depending on the personal circumstances of the individual client. Easy Forex does not provide tax advice and we recommend you seek your own professional tax advice and the impact any profits or losses generated from futures trading may have on your overall tax position. Particularly as the taxation treatment will depend on your individual circumstances.

Changes in taxation laws including changes in rulings, guidelines, determinations and rules as implemented or interpreted by the Australian Taxation Office from time to time can effect your tax position including the categorisation of transactions involving Easy Forex foreign exchange products. Your overall taxation position may also be effected by your residency status for Australian Taxation Law purposes.

There are also ongoing reforms that concern the taxation of financial arrangements which could affect your own overall tax position and in respect of which you will also need to obtain professional tax advice.

16. Privacy

By affecting orders with Easy Forex you will be providing Easy Forex with your personal information. Easy Forex will also maintain records of all transactions and activities with respect to your dealings concerning Easy Forex foreign exchange products including margin calls made and Easy Forex will also gather information about products and services provided to you.

Your personal information will be treated strictly in accordance with National Privacy Principles in the Privacy Act.

You can access the personal information that Easy Forex holds about you, subject to some exceptions allowed by law. Easy Forex will give you reasons if it denies access.

Easy Forex may also record telephone conversations between you and persons working for Easy Forex. Such recordings or transcripts from such recordings may be used to resolve any dispute between you and Easy Forex and may also be destroyed at Easy Forex's discretion.

Easy Forex will also collect and hold information about you when you use the Easy Forex website or Easy Forex's online trading platform for transactions or dealings with Easy Forex or to access your account. Easy Forex reserves the right to use cookies on its website to collect statistical information or to allow you access to your account online.

The personal information requested or obtained from or about you is required by Easy Forex to enable it to provide you with Easy Forex foreign exchange products enabling you to undertake transactions with Easy Forex, providing you with information concerning Easy Forex foreign exchange products and ensuring you meet your margin obligations and other requirements concerning transactions with Easy Forex.

That information is collected in compliance with the Corporations Act 2001, the Privacy Act, Australian Taxation Law and other laws and regulations.

Easy Forex may also be required to provide your personal information to ASIC, the Australian Taxation Office, and other regulatory and government bodies from time to time in Australia and overseas.

Easy Forex may also disclose your personal information to:

- FOS, courts, arbitrators and other dispute resolution bodies;
- Anyone you have authorised including persons acting on your behalf such as your financial advisor, broker, solicitor or accountant.

Easy Forex may use your personal information for:

- Marketing Easy Forex products and services to you: and
- Developing an understanding of the products and services you may be interested in obtaining from Easy Forex.

If you do not provide Easy Forex with all the information Easy Forex needs, Easy Forex may be unable to provide you with Easy Forex products or allow you to set up an account with Easy Forex or provide you with any other services.

If you have concerns about the completeness or accuracy of the information we have about you or would like to access or amend your information simply contact Easy Forex. Any changes concerning personal information that Easy Forex holds about you should be notified promptly to Easy Forex.

17. Anti Money Laundering and Terrorist Financing

You acknowledge that Easy Forex is subject to Anti Money Laundering laws in Australia and in other countries. Money Laundering includes any dealing with the proceeds of, or assets used in criminal activity (wherever committed) and any dealing with funds or assets of, or the provision of finance to, any person or entity involved or suspected of involvement in terrorism or any terrorist act which may prohibit Easy Forex from entering or concluding transactions involving certain persons or entities. You agree that Easy Forex may, and will incur no liability from any action it takes to comply with such laws or regulations.

You agree that Easy Forex may delay, block or refuse to make a payment if Easy Forex believes on reasonable grounds that making the payment may breach any law in Australia or any other country and Easy Forex will incur no liability to you if Easy Forex does so.

You agree to provide all information to Easy Forex which Easy Forex reasonably requires to comply with any law in Australia or any other country. You agree that Easy Forex may disclose information which you provide to Easy Forex where required by any law in Australia or any other country.

You declare and undertake to Easy Forex that the payment of monies in accordance with your instructions by Easy Forex will not breach any law in Australia or in any other country.

18 Cooling-off Arrangements

There are no cooling-off arrangements for the foreign exchange products offered by Easy Forex.

19 Other Available Information

Other information about Easy Forex may be obtained by accessing our website at www.easy-forex.com.au or by contacting us.

20 How to Contact us

Telephone: Call us on 1300 303 908 or
Melbourne (03) 9820 2711
Sydney (02) 9238 0260.

Mail or Fax: Write to us at L2, 437 St Kilda Road ,Melbourne, VIC 3004 or send us a
fax to (03) 9820 8890.

Email: Send us an email to pacific@easy-forex.com

In person: Visit our offices in Melbourne at L2, 437 St Kilda Road, Melbourne, VIC or
in Sydney at Suite 1302, L13, 109 Pitt Street, Sydney, NSW