

# **Financial Services Guide**

Fortune Prime Global Capital Pty Ltd

Company: Fortune Prime Global Capital Pty Ltd

ABN: 55 147 766 336

AFSL: 400364

Date Updated: 14 October 2021

## SECTION 1 – ABOUT THIS FINANCIAL SERVICES GUIDE (FSG)

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- 1.1 This Financial Services Guide (“**FSG**”) is dated 14 October 2021 and has been prepared and issued by Fortune Prime Global Capital Pty Ltd (ABN 55 147 766 336; AFSL 400364) trading as FPG Capital Group (**FPGC, we, us or our**) to inform you, as a retail client, about the financial products and services provided by us and to comply with our obligations as the holder of an Australian Financial Services Licence (“**AFSL**”) issued by the Australian Securities and Investment Commission (“**ASIC**”).
- 1.2 The FSG is an important document and a regulatory requirement under the *Corporations Act 2001* (Cth) (“**Corporations Act**”). Important general information contained within this FSG includes:
- (a) Who we are and how you can contact us;
  - (b) The services and products we are authorised to provide to you;
  - (c) How we are remunerated for these services and the cost to you;
  - (d) Disclosure documents that you will receive;
  - (e) Who we act for and any potential conflicts of interest, including any associations or relationships we may have with other financial product issuers;
  - (f) Our internal and external dispute resolution processes; and
  - (g) How we handle your personal information.
- 1.3 If you have further questions regarding the FSG, please contact us.

## SECTION 2 – WHO WE ARE, THE SERVICES WE OFFER AND OUR ADVICE POLICY

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- 2.1 FPG Capital Group is authorised under its AFSL to provide the following financial services to retail and wholesale clients:
- (a) general financial product advice in relation to foreign exchange contracts, derivatives, deposit products, non-cash payment products and securities; and
  - (b) issue foreign exchange contracts and derivatives;
  - (c) deal in relation to foreign exchange contracts, derivatives, deposit products, non-cash payment products and securities; and
  - (d) make a market in foreign exchange contracts and derivatives.
- 2.2 We offer general advice, dealing and execution services in relation to over-the-counter (**OTC**) derivative products, including Margin Foreign Exchange Contracts (**Margin FX Contracts**) and Contracts for Difference (**CFDs**) (together referred to as **Products** in this FSG). We offer Products over a range of underlying instruments.
- 2.3 We are licensed to provide financial services in Australia under our AFSL, and do not accept US or NZ citizens or residents as clients. Our services are intended for residents of Australia

and are not directed at any person in any country or jurisdictions where such distribution or use would be contrary to local law or regulations.

- 2.4 We provide our Products to our customers in Australia on the MetaTrader 5 Trading Platform (referred to as Trading Platform in this FSG).
- 2.5 In general terms, our Products are instruments that allow you to make a profit or loss from fluctuations in the price of the underlying instrument. The price of a Product is based on the price of an underlying instrument (for example, a share on an exchange). See the Product Disclosure Statement (PDS) for further details on our Products.
- 2.6 We are authorised under our AFSL to provide **general advice only**. We will only provide you with general advice and information about our Products and/or the markets related to our Products. This advice and information does not take into account your specific financial situation, needs or objectives. Under the law regulating the provision of financial product and services, general advice and personal advice have special meanings and may differ from what you commonly understand. You should seek independent professional advice to determine whether our general advice is appropriate for your circumstances.
- 2.7 We do not provide personal advice in any circumstances. Any information you have requested about our Products and the underlying markets and any discussions with our employees about their view of current or future market conditions or prospects for a particular Product should not be construed as personal advice, as they will not have taken into account your particular financial circumstances, objectives or needs. Rather, it should be regarded as general information for your consideration prior to making any decision to trade in any Product with us.
- 2.8 Our collection of information about you and our assessment of whether you fall into the target market of our Products should NOT be considered as providing personal advice to you. It remains your responsibility to ensure that all your investment decisions are made taking into account your specific financial situation, needs and objectives.
- 2.9 We recommend you seek independent advice, read the documentation listed in section 5 below in their entirety, and ensure that you fully understand that risks in light of your personal circumstances before making any trading decisions. We also recommend you read our [Target Market Determination](#) to understand who our Products are designed for.

## SECTION 3 – CONTACT DETAILS | HOW TO INSTRUCT US

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### Fortune Prime Global Capital Pty Ltd

Office Address: Suite 5, 20 Prospect Street, Box Hill, Victoria, 3128, Australia

Postal Address: Same as above

Phone: (+61) 413 621 668

Email: [support@fpgcapital.com.au](mailto:support@fpgcapital.com.au)

- 3.1 You may give us dealing instructions via our Trading Platform or via phone. If you give us instructions via phone, you must confirm that such instructions have been affected by us by

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checking your account on the Trading Platform.

- 3.2 Any other form of communication that is not a dealing instruction may be made via phone, person, or in writing by post or email. Our telephone lines are recorded in order to provide a record of communication between you and us.

## **SECTION 4 – WHO WE ACT FOR**

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- 4.1 FPG Capital Group is responsible for the financial services we provide to you under our AFSL. FPG Capital Group is a market maker and issuer of the Products, not an agent or broker. We act as principal in all transactions with you in respect of the Products and services offered by us. This means that we will be the counterparty to all your trades with us.

## **SECTION 5 – DOCUMENTATION YOU MAY RECEIVE**

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- 5.1 All of our financial products and services are issued under our Product Disclosure Statement (“PDS”). The PDS is provided to assist you in making an informed decision about whether to acquire or utilise those financial products and is available on our website.

- 5.2 Other than the PDS, your trading with us is also governed by the following documents:

- a. this FSG;
- b. the Client Agreement;
- c. any Confirmation; and
- d. any other terms and conditions published by us from time to time on the website and the Trading Platform.

- 5.3 We also publish a range of our policies on our website which you should review, including but not limited to:

- a. Privacy Policy;
- b. Target Market Determination; and
- c. Hedging Counterparty Policy.

- 5.4 We recommend that you read and understand the contents of these documents before transacting with us.

## **SECTION 6 – USING OUR SERVICES**

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- 6.1 If you wish to use the services and products offered by FPG Capital Group, please go to our website [www.fpgcapital.com.au](http://www.fpgcapital.com.au) where you can access information and documents necessary for opening an account with us and download our Trading Platform.

## **SECTION 7 - THE RISKS OF OUR PRODUCTS**

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- 7.1 All the products offered by FPG Capital Group are leveraged. Leveraged products may result

in total loss of your deposit. The risks associated with the products that we offer are described in the relevant Client Agreement and PDS.

## **SECTION 8 – FEES, COSTS, COMMISSION AND OTHER BENEFITS**

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### **Fees and charges for Products issued by us**

- 8.1 We will not charge any specific fee for giving you information and general advice about our Products.
- 8.2 As the issuer of the Products, we will receive the amounts described in Schedule 1 of this FSG, all of which are described in more detail in the PDS with workable examples. This FSG only contains a general summary of the common fees, costs and charges. You should refer to the PDS for further details. All fees, costs and charges and other amounts payable are subject to change from time to time.
- 8.3 Our PDS provides details regarding specific transaction fees, costs and benefits associated with holding an account with us and trading our products. We predominantly earn revenue from the spread in the price of our products and the volume traded. The spread means the difference between the bid price (price at which we buy and you sell) and the offer price (price at which we sell and you buy) for the base currency expressed against the term currency. The size of the spread may differ depending on the specific currency pair or derivative product traded.
- 8.4 Fees, costs and benefits when trading in our products may include any or all of the following:
- (a) Swap charges;
  - (b) Rollover charges;
  - (c) Conversion fees;
  - (d) Commissions;
  - (e) Corporate action charges;
  - (f) Administration charges.

### **Fees and commission paid to third parties**

- 8.5 Where you have been referred to us by a third party, we may share a percentage of our revenue derived from your account with the referring party.
- 8.6 Where you have been referred to us by a third party (including introducing advisers and referrers), we may share all or a portion of our revenue derived from your account with the third party or provide other benefits in exchange for the introduction or referral of customers to us. Such fees, commission or benefits may be of a one-off nature or an ongoing nature.
- 8.7 Any amount paid to a third party is negotiated on an individual basis and is typically based on a sliding scale which takes into account:
- a. the number of customers the third party introduces or refers to us; and

b. the number of trades made by customers introduced or referred to us.

8.8 In addition to the above, we may pay a fixed fee to a third party for each customer they refer to us. This referral fee will typically be \$50. Unlike the variable commission and benefits outlined above, this fixed fee is not based on the revenue generated by us from the relevant customers.

#### **Fees and commission a third party may pay us**

8.9 We may receive fees, commissions or other benefits from third parties where a FPG Capital Group customer utilises the third party's product in connection with their trading with us.

#### **Employee remuneration**

8.10 Our employees are remunerated by way of salary and other employee benefits. A discretionary cash bonus may be paid to employees as part of their remuneration, based on their individual performance, the performance of their business unit and/or FPG Capital Group as a whole. In addition, our employees may also earn performance-based incentive and/or other monetary rewards, calculated by reference to predetermined business objectives that may include contribution to company profitability, client service, risk management and marketing.

#### **Conflicted remuneration and prohibited inducements**

8.11 Some types of remuneration are not permitted or restricted under the Corporations Act and are referred to as "conflicted remuneration". Payments to any party that referred you to us and any other third parties will only be made if they are in accordance with the Corporations Act requirements in respect of conflicted remuneration.

8.12 In some circumstances where the conflicted remuneration provisions of the Corporations Act apply, we will be able to make payments to relevant third parties if we receive your clear consent in advance. You are entitled to receive full details regarding any of these payments and/or revoke your consent, if you provide us with a written request. You also have a right to request further information in relation to the remuneration, the range of amounts or rates of remuneration, and soft dollar benefits received by us and/or our representatives.

8.13 Further, we will ensure that no prohibited benefits (as defined in the ASIC Corporations (Product Intervention order – Contracts for Difference) Instrument 2020/986) are provided in any circumstances.

### **SECTION 9 – CONFLICTS OF INTEREST**

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9.1 FPG Capital Group, our associates and/or other persons connected with FPG Capital Group may have an interest, relationship or arrangement that is material in relation to any Products entered into with us. We may provide services to third parties whose interests may be in conflict (taking an opposite position) or competition (to acquire the same or similar position) with your interests. We will not act in a way that would deliberately favour the position of another party over you or vice versa.

9.2 FPG Capital Group is the counterparty to all Products it issues. Accordingly, you will be

trading these Products directly with us and not on any financial market or exchange. As the contract issuer, we set the prices that refer to, but may not always be the same as, those in the underlying market that the contract relates to. We will always act as principal, not as an agent, for our own benefit in respect of all our transactions with you.

## **SECTION 10 – COMPENSATION INSURANCE**

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10.1 FPG Capital Group has professional indemnity insurance in place, which satisfies the requirements for compensation arrangements pursuant to section 912b of the Corporations Act. This policy covers claims made against FPG Capital Group in relation to professional services provided by our representatives, employees and authorised representatives.

## **SECTION 11 – PRIVACY POLICY**

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11.1 We will require you to provide personal information in the course of opening an account for you and transacting with you. FPG Capital Group collects, maintains, uses and discloses personal information in the manner described in our Privacy Policy. This is primarily for processing your application and complying with certain legal obligations, such as Anti-Money Laundering and Counter-Terrorism Financing laws. Our Privacy Statement is available on our website.

## **SECTION 12 – COMPLAINTS AND DISPUTE RESOLUTION**

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12.1 We are committed to providing a high standard of services to our customers. We have clearly laid down dispute resolution procedures. Please refer to our Complaints Management Policy for more details.

12.2 If you have any complaints or queries about the service provided by us, you should contact our Customer Service Team at the details below:

Fortune Prime Global Capital Pty Ltd

Office Address: Suite 5, 20 Prospect Street, Box Hill, Victoria, 3128, Australia

Postal Address: Same as above

Phone: (+61) 413 621 668

Email: [www.fpgcapital.com.au](http://www.fpgcapital.com.au)

12.3 The Complaints Office will, on receipt of your written notice:

- (a) Provide a written acknowledgement of your complaint and indicate a timeframe in which FPG Capital Group will formally respond to your complaint;
- (b) Consider and investigate the circumstances of your complaint, which may also involve communicating directly with you;
- (c) Notify you in writing of our decision, including the reasons for the decision and any potential remedies, within thirty (30) days from receipt of your complaint;

and

- (d) If your complaint is not resolved within thirty (30) days, the Complaints Officer will inform you in writing of the reasons for the delay.

12.4 Where you have any redress (financial or otherwise), we will provide that redress promptly. If the complaint can't be resolved to your satisfaction by FPG Capital Group through our internal dispute resolution process, you have the right to refer your complaint to the Australian Financial Complaints Authority ("**AFCA**").

12.5 AFCA is an independent and external disputes resolution scheme, of which FPG Capital Group is a member. You may lodge your complaint with AFCA by sending the relevant information and documents to:

**Australian Financial Complaints Authority**

GPO Box 3 Melbourne VIC 3001

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

Fax: (03) 9613 6399

Website: [www.afca.org.au](http://www.afca.org.au)

12.6 Before AFCA will deal with your complaint, you must have first lodged a formal complaint with us and given us time to investigate and resolve the dispute.

12.7 You may also lodge a complaint with the Australian Securities and Investments Commission ("**ASIC**") info line on 1300 300 630.



## Schedule 1 – Our Fees and Charges

Please note that all capitalised terms in this schedule have the same meaning as defined in the PDS. All amounts are GST inclusive (if GST is applicable). You can find more information about these fees and charges in the PDS.

Table 1 – Fees for our Products	
Spread	When trading Products on the Trading Platform you will notice that each Product has a lower price and a higher price at which you can place your Order. The higher quoted price is the indication of the price you can buy a Contract. The lower quoted price is the indication of the price at which you can “sell” a Contract. Spread means the difference between the Bid Price and the Ask Price.
Swap Charges	When you hold a Position or Positions overnight in a Margin FX Contract or CFD (other than an Excepted CFDs) they will be rolled over to the next Trading Day, which will result in you paying a Swap Charge or receiving a Swap Benefit. The amount is determined by us and depends on factors including our Swap Rate, being the rates at which we receive or pay interest on Positions that remain open overnight.
Rollover Charges	Rollover Charges and Rollover Benefits due will be incurred at the time when the rollover occurs and you will immediately receive a gain or loss in the relevant Position.
Commissions	There may be Commissions payable on trades executed in some of our Products. Such Commissions for both opening and closing will be charged upon opening of the Contract. The details of any Commissions payable are available on the Trading Platform, and you should check those details before entering into a Contract with us.
Corporate Action Charges	When a Corporate Action or an Insolvency Event occurs in relation to any Underlying Instrument and/or its issuer we may, acting in a commercially reasonable manner, make adjustments to your open Positions, Stop Loss Orders and Limit Orders to reflect those actions and to put you in a position as close as possible to that of a direct holder of the Underlying Instrument noting that you may not get all the benefits such as tax benefits, credits or deferrals. We are entitled not to provide you with the full benefit of a Corporate Action where we do not receive the benefit of a Corporate Action from our hedging counterparty.
Administration Charges	Please refer to Table 2.

Table 2 – Administration Charges	
Administration Services	Fees
Receipts	

Electronic Funds Transfer / Telegraphic Transfer	AUD\$0
Other funding methods	Please refer to our website
<b>Withdrawal</b>	
Electronic Funds Transfer / Telegraphic Transfer	AUD\$0. Note that corresponding bank may charge you a fee for the transfer.
<b>Other</b>	
Duplicated statements by post	AUD\$4.00 per statement
Transcript of telephone conversation	Upon application