



FINANCIAL SERVICE GUIDE

STARTRADER Prime Global Pty Ltd
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AFSL 421210
Level 35, 31 Market Street, Sydney NSW 2000,
Australia

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NAME OF PROVIDING ENTITY

The Providing Entity and issuer of this FSG is STARTRADER Prime Global Pty Ltd ABN 65 156 005 668 ("STARTRADER"). STARTRADER acts for itself and authorises the issue of this FSG.

PURPOSE AND CONTENTS OF THIS FINANCIAL SERVICES GUIDE ("FSG")

This FSG is designed to provide you with important information regarding our services that we are authorised to offer under our Australian Financial Services Licence prior to providing you with a financial service, including the following:

- Who we are & how you can contact us;
- How you may provide instructions to us;
- What services we are authorised to provide;
- Who we act for;
- How we are remunerated for these services;
- The associations and relationships we have;
- Any (potential) conflicts of interest we may have;
- Our dispute resolution process; and
- The associations and relationships we have

This FSG should contribute to your evaluation of using any of the products or services we offer. If you would like further information, please ask us.

FURTHER DOCUMENTATION

STARTRADER will provide clients with the relevant documentation to facilitate the provision of general advice and transactions. We will also provide you with the relevant Product Disclosure Statement prior to investing in any derivatives products, which contain important information regarding the features, benefits, risks, and fees applicable, and should be read carefully to enable you to make an informed decision prior to investing.

STARTRADER may also provide you with factual information regarding current or historical market rates and facilitate execution-only requests.

AUSTRALIAN FINANCIAL SERVICES LICENCE ("AFSL") & SERVICES PROVIDED

STARTRADER holds an Australian Financial Services Licence ("AFSL") number 421210.

STARTRADER is authorised to provide financial product advice, dealing and market-making services in relation to derivatives and foreign exchange contracts to retail and wholesale clients.

CONTACT DETAILS:

STARTRADER Prime Global Pty Ltd
Level 35, 31 Market Street, Sydney NSW 2000, Australia
Email: support@startraderprime.com.au
Website: www.startraderprime.com.au

NATURE OF ADVICE WARNING

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

While STARTRADER believes the advice and information we provide is accurate and reliable,

neither STARTRADER nor its directors, officers, employees, contractors or associates assume any responsibility for the accuracy and completeness or currency of that advice and information

METHOD OF PROVIDING FINANCIAL SERVICES

If you wish to use STARTRADER's services, you may issue us with instructions via:

- our trading platform on the internet; or
- in extraordinary circumstances, any such other method (such as online chat, telephone, or email) as may be mutually agreed between us in writing.

PROFESSIONAL INDEMNITY INSURANCE:

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

OUR RECORD-KEEPING OBLIGATIONS:

STARTRADER will seek to ensure that comprehensive and accurate records of all client transactions and advice provided, are properly maintained in accordance with applicable laws.

WHO DO WE ACT FOR?

STARTRADER is responsible for the financial services it provides to you under its Australian Financial Services Licence and does not act on behalf of any other financial services licensee.

STARTRADER is a market maker, not an agent, when dealing in margin FX contracts and Contracts for Difference, which are over-the-counter (OTC) derivatives. Accordingly, STARTRADER acts as principal in all transactions with you in respect of these specific financial products.

HOW YOU CAN INSTRUCT US

STARTRADER accepts order instructions electronically, via the Trading Platform.

TRANSACTION INFORMATION

Upon the execution of each transaction on your account, a confirmation will be displayed on the Trading Platform. It is your responsibility to review these confirmations to ensure their accuracy and promptly report any discrepancies or objections to us.

STARTRADER will provide you with access to electronic reporting, which will be available through the Trading Platform. This reporting will include comprehensive details of your positions and trades, such as transaction information, the value of your positions, and any associated fees and charges related to your account. To stay informed about your account activity, we strongly recommend that you regularly review your account information on the Trading Platform.

REMUNERATION, COMMISSION & BENEFITS EXPECTED TO BE RECEIVED BY STARTRADER FOR PROVISION OF OUR FINANCIAL SERVICES:

STARTRADER earns its income from the business spread (or margin) that we apply to our OTC derivative products. This is the difference between the rate at which we buy and sell the financial instruments. This spread is incorporated into the rates quoted to you and is not an additional charge or fee payable by you.

STARTRADER acts as a market maker and principal in transactions for margin FX contracts and Contracts for Difference. Accordingly, STARTRADER's interests may conflict with yours, as we may profit from your losses in those transactions. However, we have policies in place to manage any potential conflicts of interest, such as monitoring procedures and risk management controls.

Commissions, fees, or financing charges may be payable by clients based on volumes traded depending on the services provided, and will be disclosed to, and agreed with, you prior to trading. The rate and other fees and commissions may vary according to the type and level of service provided, the size and the frequency of the transactions.

Clients may also incur failure fees on failed transactions or interest charges on outstanding payments. You should ensure you read our PDS for full details of fees and charges.

Representatives of STARTRADER who provide you with advice or transaction execution may receive commissions or other remuneration for the provision of these services. Our employees may also receive salaries, performance bonuses and other benefits from us. Payments will be made in accordance with the Corporations Act and ASIC Guidelines. If you require more information, you may request from us particulars of our remuneration (including commission) or other benefits so long as the request is made within a reasonable time after you receive this FSG and before any financial service is provided to you.

All costs, fees and charges and other amounts payable are subject to change from time to time. We will give you at least thirty (30) days' notice of any increase in fees which may relate to any STARTRADER Product which you hold. We will inform you of any changes in costs, fees and charges before you acquire the STARTRADER Product which will incur such costs, fees or additional charges. We reserve the right to negotiate different fees and charges with different Clients. It is your responsibility to familiarise yourself with these fees and charges and we strongly encourage you to regularly check our website for further updates or contact our representatives for more details.

OTHER FEES

Swap Credits and Charges:

Where a Margin FX position or Spot CFD (a CFD whose value is derived from an underlying asset whose price is quoted on a spot market) is held overnight, you may earn or pay interest on your unrealised profit or loss. Contracts are automatically rolled over to the next trading day at the same time that the swap charge/credit is calculated.

In circumstances where the two interest rates are near parity (almost equal to each other), a Swap charge may be imposed for both long and short open Contracts. A double negative Swap Rate implies that there is no interest advantage gained by borrowing in one currency to then invest in the other.

When you close out your Margin FX or Spot CFD Contract, the net amount of the Swap Charges and Swap Credits (which forms a part of your Unrealised Profit/Loss) will be credited or debited from your Account. No Swap Charge is payable to us, and no Swap Credit is paid by us if you open and close out a Margin FX or Spot CFD Contract on the same day.

Where an Order for a Spot CFD is held at the close of trade on a Friday, the Swap Charge or Swap Credit is adjusted to reflect the cost of holding the position until the following Monday.

Where an Order for a Margin FX contract is held at the close of trade on a Wednesday, the Swap Charge or Swap Credit is adjusted to reflect interest rate changes in the Underlying Asset until the following Monday.

We receive a transaction fee for providing the Swap Charges or Swap Credits to you. Our transaction fee can be up to 10% of the value of the Swap Charge or Swap Credit received from our Liquidity Providers.

Rollover Benefits and Charges:

Some instruments run on an ongoing basis and derive their prices from underlying future contracts. Because future contracts expire, when one futures contract ends, we need to change the underlying contract that we derive our price from. To avoid profit and loss discrepancies, a cash adjustment takes place to reflect the difference between the old order price and the new order price less an administration fee of 0.25%.

DISCLOSURE OF ANY RELEVANT CONFLICTS OF INTEREST:

STARTRADER acts as a principal when engaging in foreign exchange contracts and other over-the-counter (OTC) derivatives transactions with clients. In these OTC transactions, STARTRADER does not serve as an agent or broker for the client, which may result in potential conflicts of interest between the parties.

STARTRADER may facilitate the provision of financial services and products from other providers to clients. As a result, STARTRADER may receive fees, commissions, or other forms of compensation from these providers when clients invest in their offerings.

Currently, STARTRADER does not maintain relationships with liquidity providers that would influence the information or prices presented to clients.

In some cases, STARTRADER may have agreements with intermediaries (Introducers) who refer clients to the company. Under such arrangements, STARTRADER or an affiliated entity may compensate the Introducer with a fee, typically based on the value or tiers of values of the transactions or financial products provided to the referred client. In most instances, this fee will not impact the transaction fees or margins paid by the client.

However, in certain situations, the Introducer may request that the fee be paid through a markup on the spreads offered by STARTRADER to the client. In such cases, STARTRADER will compensate the Introducer by paying the difference between the original bid/offer price and the widened spread for each transaction conducted by the client. This arrangement will affect the margins payable by the client, as the spreads offered by STARTRADER will be wider than they would be otherwise.

To address and minimize potential conflicts of interest, STARTRADER is committed to transparency regarding its role as a principal in market-making activities. This information will be clearly communicated to clients in the Financial Services Guide (FSG) and Product Disclosure Statement (PDS). STARTRADER will also establish internal processes to ensure that any third-party products or services recommended to clients are suitable for their needs. Furthermore, STARTRADER will implement additional safeguards, such as training and regular audits for Introducers, to ensure that they act in the best interests of the clients.

STARTRADER is committed to maintaining oversight of its conflict management arrangements. This involves conducting regular and thorough reviews of its conflict management strategy to evaluate its effectiveness and identify areas for improvement. In the event of disputes arising from perceived conflicts of interest, STARTRADER will

employ its internal and external dispute resolution procedures to ensure fair and timely resolution. This monitoring and review framework is designed to effectively manage conflicts of interest and prioritize the best interests of clients when using STARTRADER's products.

Additionally, STARTRADER may arrange for clients to receive financial services and products from non-related product providers. In such cases, STARTRADER may receive fees, commissions, or other forms of compensation from these non-related providers when clients invest in their offerings. However, any remuneration or benefits that STARTRADER may receive from non-related providers is already included in the fees and commissions agreed upon with the client, and the client does not incur any additional costs.

DISPUTE RESOLUTION:

STARTRADER has an internal dispute resolution process in place to resolve any complaints or concerns you may have, as quickly and fairly as possible in all the circumstances.

Any complaints or concerns should be advised to us (by email or letter). These should be directed to:

The Complaints Officer STARTRADER Prime Global Pty Ltd
Level 35, 31 Market Street, Sydney NSW 2000, Australia

To help us investigate and resolve your complaint quickly and efficiently, we ask that you provide as much information as possible about the nature of your complaint, including the following:

- Your name, trading account number and contact details;
- Copies of relevant documents; and
- Details of what you are seeking to resolve your complaint.

STARTRADER will provide you with a written acknowledgement of the complaint as soon as practically possible after its receipt. We will provide a final response to your complaint within thirty (30) calendar days or such further time period that may reasonably required given the nature of the complaint.

We will notify you of any delays in the investigation process and update you on the status of your complaint until such time as our investigation is complete. In the unlikely event that we are unable to our final response within 30 days of receiving your complaint, we will contact you in writing to:

- Explain why we are not in a position to issue a final response to your complaint and to provide an indication of when we expect to be able to provide one;
- Inform you that you may refer your complaint to the Australian Financial Complaints Authority (AFCA) and provide you with information on how to contact AFCA

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA is the external dispute resolution (EDR) scheme to deal with complaints from consumers in the financial system.

AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

We will assist AFCA in its investigation, and we are bound by any decision that it makes in regard to the dispute.

PRIVACY POLICY:

Your privacy is important to us and we are committed to compliance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Your personal information is collected for the purposes of fulfilling our obligations under the anti-money laundering and counter-terrorism financing laws, and our obligations under the Corporations Act. We may disclose your personal information to external parties for the purposes of execution, clearing and settlement of transactions, or those who act on our behalf in the operation of our business or in connection with the transactions to be undertaken. Such external parties are required and committed to protecting your privacy and where they are offshore we take reasonable steps to ensure that to the maximum extent reasonably possible any information sent has the same level of privacy protection as we provide here in Australia.

STARTRADER will not otherwise disclose your personal information without your consent, except as authorised or required by privacy laws or any other applicable legislation or law enforcement requirements. Our Privacy Policy is available on our website. Please contact us via the email provided if you have any concerns.