



GetGo CFD

Product Disclosure Statement

GAIN Capital Australia Pty Ltd
ACN 141 774 727
AFSL 345646
Effective Date: 1 August 2018

This Product Disclosure Statement relates to Contracts for Difference made available to customers with GetGo who use GCA's GetGo trading application, with effect from 1 August 2018.



Important Notice

This Product Disclosure Statement (**PDS**) dated 1 August 2018 has been issued by GAIN Capital Australia Pty Ltd ACN 141 774 727 (trading as GetGo) (**GCA**). GCA holds an Australian financial services licence, number 345646. This PDS relates to Contracts for Difference offered by GCA (referred to in this PDS as **CFDs** and the **Products**), which will be available on the basis described in this PDS from 1 August 2018 to customers with GetGo accounts who use GCA's GetGo trading application.

This PDS should be reviewed in its entirety including the summary of Significant Risks in Section 4. Where GCA produces this document in a foreign language the English version shall prevail, to the extent of any inconsistency between the English version and the foreign language version.

Before dealing in the Products, you must first enter into the GetGo customer agreement (**Customer Agreement**) with GCA. You must read the Customer Agreement and complete an Application Form and be approved by GCA as a client. GCA has a separate Customer Agreement for clients who trade in other products which it offers.

Before dealing in the Products you should also consider whether they are appropriate financial products for you, based on your investment needs, financial circumstances and trading experience. It is important for you to consider the PDS in deciding whether to acquire, or to continue to hold the Products.

The Products are leveraged and speculative, and are not suitable for all investors. The prices of the Products and the Underlying Instruments may fluctuate rapidly and over wide ranges, which may reflect unforeseeable events or changes in conditions, none of which can be controlled.

In accordance with the Customer Agreement, this document may have been made available on our website.

The Application Form requires you to disclose personal information. You should refer to our Privacy Policy which explains how GCA collects personal information and then maintains, uses and **discloses that information**. This is available at www.getgo.trade/terms-conditions

Updating this PDS

Information in this PDS may be updated from time to time without notice where that information is not materially adverse to customers. GCA may provide updated information on the GCA website: www.getgo.trade. A copy of the updated information is also available upon request free of charge by contacting GCA.

GCA will issue a supplementary or new PDS if changes to the PDS are materially adverse to you. If we issue a supplementary or new PDS, we will notify you by sending a written notice (in electronic form) containing a link to the supplementary PDS or new PDS to the email address you have most recently provided to us at least 14 days prior to the effective date of the supplementary PDS or new PDS. Alternatively, we may notify you by posting the supplementary PDS or new PDS on our website. If the change relates to an increase in existing fees or charges or an introduction of new fees or charges, then we will give you at least 30 days' prior notice.

This PDS and any new or supplementary PDS is available in electronic form from our website at www.getgo.trade or you can call 1800 319 470 to obtain it in paper form.

Product Overview

GCA offers the CFDs over currency, commodities and indices through the GetGo trading application.

CFDs are OTC derivatives that allow you to gain exposure to, and therefore make a profit or loss from, price movements without ownership of the Underlying Instruments.

A CFD constitutes an agreement between two parties (ie. you and GCA) to exchange, at the close of the contract, the difference between the opening and closing prices of the contract, multiplied by the number of units specified within the contract, minus the cost of the trade.

Representations

GCA's Products are offered solely on the basis of the Customer Agreement and this PDS, as modified from time to time. No other information or representation is authorised by GCA, nor is any person authorised by GCA to give any information to Clients or prospective Clients or to make any representation.

Financial amounts

The financial amounts in this PDS are expressed in Australian Dollars unless otherwise stated.

GCA does not give personal advice

GCA will not give you personal advice. This PDS does not constitute a recommendation or opinion that GCA's Products are appropriate for you.

Accordingly, before applying to deal in GCA's Products, you must consider your objectives, financial situation and needs and the significant risks of loss which accompany the prospects of profit.

The Signals that GCA provides with the GetGo application are not personal financial product advice. The Signals are general in nature and provided to all users on the same basis. Your personal objectives, financial situation and needs are not taken into account when the Signals are provided.

GCA recommends obtaining independent advice concerning this PDS and the Customer Agreement.

The role of the Australian Securities and Investments Commission (ASIC)

ASIC regulates the provision of financial services in Australia, and the offer of financial products such as the Products. The Australian financial services licence under which GCA operates has been issued by ASIC.

ASIC's role in authorising GCA is limited and does not imply approval or endorsement of the business, trading or solvency of GCA.

ASIC has not approved this PDS, the Customer Agreement or any other document issued by GCA.

Underlying Instruments

References in this PDS or in the Trading Platform to any issuer or provider of an Underlying Instrument for example, the provider of an index) are included solely for the purposes of identification of the Underlying Instruments to which those Products relate.

Such references are not to be construed as an express or implied endorsement by the issuer or provider of the Underlying Instrument or other person of the relevant Product. Nor does any such issuer, provider or other entity accept any responsibility for any statement in this PDS or undertake any liability in respect of the Products. Those issuers, providers and other entities are not involved in the issue of the Products and have not been involved in the preparation of this PDS or furnished any information specifically to GCA for the purpose of its preparation.

Furthermore, GCA has no affiliation with such issuers, providers or other entities and has no access to information concerning them, other than that which is in the public domain. GCA does not, therefore, accept any liability or responsibility for, and makes no representation or warranty, express or implied, as to the accuracy or completeness of such information. You should make your own enquiries.

Use of examples in this Product Disclosure Statement

Examples stated in this PDS are provided only for illustrative purposes only. The examples use figures which attempt to demonstrate how the Products and their requirements work. The figures do not necessarily reflect those of GCA or your personal circumstances and do not restrict in any manner the way in which GCA may exercise its powers or discretion.

The examples do not constitute personal advice to any person reading this PDS.

Unless stated otherwise in this PDS, words and terms in this document have the same meaning defined in the Customer Agreement.

The examples and other worked figures included in this PDS are not projections or forecasts nor are they intended to be, and should not be relied on as, representative of actual future financial performance or investment outcomes.

Jurisdiction

The distribution of this PDS may be restricted in certain jurisdictions outside Australia. Persons into whose possession this PDS comes are required to inform themselves of, and to observe, such restrictions. 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.

If you are dealing with GCA, you should note:

- the law governing your dealings with GCA is the law of New South Wales, Australia; and
- times are Australian Eastern Standard, unless stated otherwise.

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Product Disclosure Statement

1. Regulatory Benchmark Disclosure- Benchmarks for OTC contracts for difference

The Australian Securities and Investments Commission (ASIC) has developed seven disclosure benchmarks for over-the-counter contracts for difference (OTC CFDs) and equivalent products, to assist investors better understand the risks and advantages associated with these products, and to help investors decide whether investment in the products is suitable for them. The details of the benchmarks are set out in Regulatory Guide 227 – Over-the-counter contracts for difference: Improving disclosure for retail clients (RG 227), which was released by ASIC in August 2011. These benchmarks apply to FX CFDs issued by GCA. This PDS addresses the benchmarks on an “if not, why not” basis and provides cross-references to other sections of the PDS where more information can be found.

Disclosure Benchmark	Meet Benchmark?	Related Information
<p>1. Client qualification</p> <p>Issuer should maintain and apply a written client qualification policy that sets out the minimum qualification criteria that investors must meet and outlines the processes in place to ensure that investors who do not meet the criteria are not able to open an Account to trade CFDs. The issuer is required to keep written records of client assessments.</p>	<p>Yes</p>	<ul style="list-style-type: none"> GCA will assess the suitability of investors to trade CFDs in general as part of the account opening processes. The information collected during the qualification process will at no time be considered when providing generic trading Signals to clients. Trading in the CFDs is not suitable for all investors because of the significant risks involved. Accordingly, GCA has a client qualification policy to assess a potential client's qualifications and experience when potential clients apply to open an Account with us. GCA's client qualification policy involves an assessment of the potential client's previous trading and investment experience and an assessment of the potential client's knowledge of key product concepts (Assessment). Potential clients will need to satisfy both components of the Assessment in order to be eligible to open an Account to trade CFDs. The Assessment is required to be completed as part of the account opening process when applying for an Account. The Assessment may be conducted online or by telephone. In assessing a potential client's previous trading and investment experience, GCA will consider factors such as frequency of trading or investment over a period of time, as well as the potential client's relevant work experience or qualifications. In assessing a potential client's knowledge of key product concepts, GCA will use a series of multiple choice questions about CFDs and equivalent products, including questions to ascertain the potential client's understanding of the concepts of leverage, volatility, the nature of trading and the processes and technology used in trading. Potential clients must achieve a satisfactory score in the multiple choice test in order to meet the minimum criteria. If potential clients do not meet the minimum criteria in the Assessment, they will not be able to open an Account with GCA. Where this occurs, GCA will provide those potential clients with access to a CFD Preview account where they can view Signals and educational material, before being eligible to restart the Assessment. There is no obligation tied to use of the preview account. Potential clients will also be required to acknowledge that they are prepared to monitor and manage the risks of trading CFDs.

Disclosure Benchmark	Meet Benchmark?	Related Information
<p>2. Opening collateral</p> <p>Issuer should only accept cash or cash equivalents as opening collateral for trading accounts. Where credit cards are accepted, issuer should accept no more than \$1000 via credit card as opening collateral for trading accounts.</p>	<p>No (to the extent it accepts credit card payments of >\$1,000 as opening collateral)</p>	<ul style="list-style-type: none"> GCA accepts funds deposited through online banking facilities and credit card payments as opening collateral for Accounts. GCA accepts credit card payments for more than \$1,000 as opening collateral in order to provide clients with efficient and flexible payment options. You should be aware that using a credit card as opening collateral exposes you to an increased risk due to the combined effect of using a credit card (which may attract high interest rates) to fund a leveraged trading account, such as an Account. An example of a risk posed by using a credit card to fund a leveraged trading account of more than A\$1,000 as opening collateral is “double leverage” risk. Double Leverage is where borrowed money on which interest is paid and owing, is used to fund investments that are also leveraged, such as CFDs. Further information about depositing funds is available in Section 6.3 of the PDS.
<p>3. Counterparty risk – hedging</p> <p>Issuer should maintain a policy to manage its exposure to market risk from client positions. The policy should include the factors the issuer takes into account when determining if hedging counterparties are of sufficient financial standing and set out the names of the issuer’s hedging counterparties, as they stand from time to time. The Issuer’s policies are required to be displayed in an up-to-date form on its website.</p>	<p>Yes</p>	<ul style="list-style-type: none"> GCA conducts OTC transactions with selected counterparties to hedge its market risk arising from client transactions. Hedging exposes GCA to the risk that a counterparty may fail to perform its obligations, which results in financial loss for GCA, and consequently, may expose GCA’s clients to financial loss. GCA’s counterparty risk-hedging policy is designed to protect GCA and its clients from any sudden changes in the liquidity, credit quality or solvency of its hedging counterparties. GCA primarily takes on market risk to facilitate instant execution of client trades, and therefore its market risk limits are generally very conservative. GCA’s revenue model is flow-based, whereby revenue streams are derived from commission, finance and spread capture on client trading transactions, and not from taking on market risk. If GCA defaults on its obligations, clients may become unsecured creditors in an administration or liquidation and will not have recourse to any underlying assets in the event of GCA’s insolvency. GCA selects its hedging counterparties against specific risk assessment criteria, including the counterparty’s investment grade rating and whether the counterparty is regulated by a regulatory authority in a recognised jurisdiction. GCA’s current major counterparty is GAIN Capital UK Limited. A copy of GCA’s current counterparty risk-hedging policy is available on GCA’s website. Further information about counterparty risk is available in Section 4.7 of the PDS.

Disclosure Benchmark	Meet Benchmark?	Related Information
<p>4. Counterparty risk – financial resources</p> <p>Issuer should maintain and apply a written policy detailing how it monitors compliance with its Australian financial services licence (AFSL) financial requirements and conducts stress testing to ensure it holds sufficient surplus liquid funds (SLF) to withstand significant market movements. The Issuer should make a copy of its latest audited financial statements available to prospective investors free of charge, either on its website or upon request.</p>	<p>Yes</p>	<ul style="list-style-type: none"> As clients trade with GCA as counterparty to its CFD trades, clients are exposed to the risk that GCA will not have sufficient financial resources to meet its obligations to clients under these trades. If GCA defaults on its obligations, clients may become unsecured creditors in an administration or liquidation and will not have recourse to any underlying assets in the event of GCA's insolvency. Accordingly, GCA maintains and applies a policy for monitoring compliance with its AFSL financial requirements and conducting "stress testing" to ensure it holds sufficient SLF to withstand significant market movements. Under the policy, GCA must prepare daily control documents setting out GCA's current balance sheet, a daily calculation of SLF, and a daily statement as to whether GCA complies with the financial requirements under its AFSL. Under the policy, GCA will undertake a daily analysis of its SLF relative to designated trigger points and conduct "stress testing" against its SLF. A copy of GCA's audited financial statements are available free of charge upon request by contacting client services on 1800 319 470 or by email at ausupport@getgo.trade.
<p>5. Client money</p> <p>Issuer should maintain a clear policy on its use of client money, including whether it uses client money deposited by one client to meet margin or settlement requirements of another client</p>	<p>Yes</p>	<p>Under GCA's client money policy, all Client Money is deposited in a segregated account (referred to as a Client Segregated Account) and held on trust for the client in accordance with the requirements under the Corporations Act. Client Money from clients generally is pooled in GCA's Client Segregated Account, but is segregated from GCA's own funds.</p> <p>Under GCA's client money policy:</p> <ul style="list-style-type: none"> Client Money is segregated from GCA's own money; Client Money is held with an Australian Authorised Deposit-taking Institution (ADI) or an approved foreign bank; The Client is not entitled to interest earned on Client Money and GCA will retain any interest earned on Client Money; GCA may withdraw funds from a Client Segregated Account to satisfy payment of money owing by the relevant client to GCA under the Customer Agreement, including: the payment of daily finance charges; transaction fees; interest payments; bank transfer charges; inactivity fees and unrealised losses on the Account; GCA may withdraw Client Money from a Client Segregated Account at our discretion, subject to the requirements of the Corporations Act, but GCA does not use Client Money for its own purposes, such as hedging or GCA's own trading positions;

Disclosure Benchmark	Meet Benchmark?	Related Information
		<ul style="list-style-type: none"> Individual Client's monies are co-mingled into one or more Client Segregated Accounts which contain other Client Money to which other Clients are entitled; Although Client Money of GCA clients is pooled in the Client Segregated Account, where a client owes money to GCA, GCA will generally only withdraw from the Clients Segregated Account the amount to which GCA is entitled, to meet that obligation; A counterparty risk of this arrangement occurs if there is a deficit in a Client Segregated Account and GCA was to become insolvent and not able to replenish the Client Segregated Account, Clients would be unsecured creditors with respect to the balance of our obligations; See Section 4.6 of the PDS for information about the risks to client funds deposited with GCA, such as the risks associated with the pooling of client's segregated funds; and <p>Further information regarding Client Money and the Client Segregated Account is available in Section 4.6 of the PDS.</p>
<p>6. Suspended or halted underlying assets</p> <p>Issuer should not allow new CFD positions to be opened when trading in the underlying asset is halted or otherwise suspended.</p>	Yes	<ul style="list-style-type: none"> GCA does not allow new positions to be opened when trading in the Underlying Instrument is halted or otherwise suspended. See "Dealing may be affected by factors in the Underlying Instrument" in section 4.2 of the PDS for further information on how GCA treats halted or suspended trading in the Underlying Instrument. GCA retains certain discretions in the event of a trading halt or suspension in the market for the Underlying Instrument, including, but not limited to, the discretion to re-price positions using the last traded price, unless there are reasonable grounds to price differently. Further details of the discretions GCA can exercise in the event of a trading halt or suspension in the underlying market are set out in section 4.12 of the PDS under GCA's discretions during an event outside our control. Further information about delisting and trading halts is available in section 4.11 of the PDS.
<p>7. Margin calls</p> <p>Issuer should maintain and apply a written policy about its margining practices, detailing how the issuer will monitor client accounts to ensure that it receives early notice of accounts likely to enter into margin call and subsequently notify clients if their accounts are likely to enter into margin call, what rights the issuer may exercise in relation to client accounts, and what factors the issuer will consider when exercising those rights.</p>	Yes	<ul style="list-style-type: none"> GCA maintains a written policy in relation to its margining practices for all of the products offered on its Trading Platforms. However, for the GetGo Products there will not be any margin calls as [you can only lose the amount that has been deposited on your account] and the trades that will be opened are for a finite period. All trades will be assigned Guaranteed Stop Loss Orders.

1.2 Australian CFD & FX Forum - Best Practice Standards

Gain Capital is a founding member of the Australian CFD & FX Forum. The CFD & FX Forum are committed to enhancing efficient operations, transparency and overall investor understanding and confidence in CFD's and FX within Australia and in the Australian industry as a whole. The CFD & FX Forum has established Best Practice Standards and each member is required to incorporate a statement of compliance regarding these standards into their respective product disclosure statements. GAIN Capital complies with the standards, more details about the standards, including how GAIN Capital complies with the standard is available on request.

2. Key Features

This summary outlines some key questions that are explained in this PDS. However, you should ensure that you read and understand this PDS in its entirety before investing in the CFDs.

Question	Answer
Who is the issuer of this PDS?	<p>The issuer of this PDS is GAIN Capital Australia Pty Ltd.</p> <p>GAIN Capital Australia Pty Ltd is a wholly owned indirect subsidiary of GAIN Capital Holdings Inc., a corporation organised and existing under the laws of the State of Delaware, United States of America. GAIN Capital Holdings Inc. is publicly traded and listed on the New York Stock Exchange (NYSE; GCAP).</p>
What is a contract for difference (CFD)?	<p>A CFD is a contract under which the parties (ie. you and GCA) agree to exchange the difference between the opening value and the closing value of the contract. The CFDs we offer are over-the-counter financial products that give the holder exposure to price movements of an Underlying Instrument. Like other derivatives, CFDs allow investors to participate in the returns from movements in an Underlying Instrument, without the need to own that Underlying Instrument.</p> <p>GCA offers the GetGo CFDs over financial assets comprising currency, stock indices and commodities.</p> <p>CFDs allow you to make a profit or loss from the fluctuation in the Underlying Instrument and the amount of any profit or loss on a CFD trade will be the total of:</p> <ul style="list-style-type: none"> – the difference between the opening value of the CFD (Quantity x Our Price) and the closing value of the CFD (Quantity x Our Price); less – any fees and charges payable to us. <p>In respect of CFDs over indices and commodities (except a Commodity CFD over physical gold), the Underlying Instrument is a futures contract over the relevant index or commodity, not the index or commodity directly.</p>
What is GetGo?	<p>GetGo offers single currency CFD trading.</p> <p>GetGo issues Signals using an algorithm that interrogates historic market data to identify patterns that may be emerging in the current market.</p> <p>When the algorithm finds an emerging pattern it recognises, it reviews the last twenty times that pattern has been found in that same market. It then assesses whether there is a historical precedent for the market to move either up or down in the 'period after' the pattern completes.</p> <p>If there is a precedent of 80% or greater for the current market to move up or down in the period after the pattern formed, the pattern is reviewed and released as a Signal that can be traded in GetGo.</p> <p>The algorithm's trade selection process is designed to be self-learning, with the algorithm adapting to evolving market conditions, and responding to different market outcomes.</p> <p>The 'period after' the pattern completes is usually between 2 and 6 hours. When selecting a Signal to trade, the End Time of the signal i.e. showing the period until which the Signal is valid, is provided. The trade associated with the Signal will be automatically closed at the End Time of the Signal. This ensures that any potential losses cannot be left to run.</p> <p>All Signals are made available to all GetGo clients at the same time. The Signal will provide details of the current market price, the direction of the Signal, details of the price at which a trade will be made, the price at which a Limit Order will be placed and the details of the Guaranteed Stop Loss order that will be placed to limit potential losses. All three orders are placed at the same time when the trade is confirmed.</p> <p>GetGo allows for the trade size to be selected for the trade at which profits or losses are incurred for every point movement in the market. e.g. a trade size of AUD\$3 will make or lose AUD\$3 for every point the market moves. Refer to Sections 7, 8 and 9 for further examples and description of the nature of trades on GetGo.</p>

Question	Answer
	<p>The Signals provided by GetGo are based upon historical patterns of market movement. The Signals do not consider the personal circumstances of those investors to whom Signals are provided and should not be considered personal financial product advice.</p>
<p>What is leverage?</p>	<p>Leverage refers to the use of a small amount of cash or other equity to supplement an investment of a larger exposure.</p> <p>This allows you to make a larger investment than you would have been able to make from investing equity alone. Leveraged products such as the CFDs allow you to use a relatively small amount of equity to take a relatively large exposure in an Underlying Instrument.</p> <p>Leverage allows an investor to amplify both their returns and their losses, and investors may also experience increased volatility in the return on their investments</p>
<p>How do I change my leverage?</p>	<p>You cannot change the leverage within the GetGo Trading Platform.</p>
<p>How do I open and close a position?</p>	<p>Positions can be opened by placing an order to either buy or sell a CFD, depending on whether the order relates to a Long or Short Signal. Orders can only be placed via GetGo, accessed using your mobile phone, or another device approved by us.</p> <p>An order will be placed (and a corresponding position opened) when you decide to accept a Signal by pressing the "GO" button on the Trade Ticket A summary of the proposed order will subsequently appear requiring you to "Confirm" the order. Once the order has been confirmed, you will receive a final confirmation with the order ID confirming that the order had been placed.</p> <p>Your position can be closed by either of the following ways:</p> <ul style="list-style-type: none"> • you can manually close your position by selecting the "close trade" button within the open positions window before the end of the Signal Window. You will be asked a second time to confirm you want to close your trade; and • GetGo will automatically close your position: <ul style="list-style-type: none"> (i) at the end of the Signal Window; or (ii) when your pre-set profit target for that trade is met; or (iii) your Guaranteed Stop Loss Order price is triggered.
<p>What are the costs involved with trading CFDs?</p>	<p>The costs involved in opening a CFD will vary depending on the Product traded.</p> <p>Costs may include:</p> <ul style="list-style-type: none"> – The Charge – Administration Fee – Inactivity fee <p>There will be a charge for each trade you place on GetGo (including for a trade when the difference between the Limit Order price and the Guaranteed Stop Loss Order price is zero). The charge is different for each type of Product and information on our fees and charges can be found under the signal information pages at the GetGo trading app. These may be amended from time to time at our discretion and we will provide you with advance notice of changes as required by law. The total cost of your trade is calculated by multiplying your trade size with the charge on that market.</p>

Question	Answer
	<p>We reserve the right to charge you all disbursements resulting from our relationship (e.g. telephone, telefax, courier, and postal expenses) where you request hard copy confirmation. We will provide you with a monthly statement of the fees and charges you have paid and incurred by using these services.</p> <p>See Section 11 for full details of the costs associated with trading CFDs with GetGo.</p>
How are the CFDs priced?	<p>The prices of each CFD traded with us is generally based on the price of the Underlying Instrument to which the CFD relates.</p> <p>A further discussion of the pricing is set out in Section 5.5.</p>
What are the risks involved in CFD trading?	<p>As with all leveraged investments, trading in the CFDs can be risky and is not appropriate for everyone. There are a number of types of risk that you should be aware of before beginning to trade, including the possibility of losing more money than you invest. Some of these types of risk include:</p> <ul style="list-style-type: none"> – Leverage risk; – Counterparty risk – Operational and system risk; – Market price and volatility risk; – Segregated account risk; – FX risk; – Operational Risk and; and – External market price risk. <p>Please refer to Section 4 for further information.</p>
What are Long and Short positions?	<p>An investor will take a “Long position” where they buy something, with the expectation that it will increase in value and will take a “Short position” where they sell something, with the expectation that it will decrease in value.</p> <p>A “Long” position is where you purchase a CFD in the expectation that the value of the Underlying Instrument will increase, in which case the value of the CFD will increase. This is an ‘Up’ position on the GetGo app.</p> <p>A “Short” position is where you sell a CFD in the expectation that the value of the Underlying Instrument will fall, in which case the value of the CFD will fall. This is a ‘Down’ position on the GetGo app.</p>
How do I open an Account with GCA?	<p>Prior to opening an Account with GCA you should ensure that you have read this PDS, FSG and Customer Agreement and that you understand the CFDs offered through this PDS.</p> <p>After doing this, if you are satisfied that trading in the CFDs is appropriate for you, you can open an Account by downloading the GetGo trading application and completing the application form.</p>
What are the tax consequences of trading in the CFDs?	<p>The tax consequences of trading in the CFDs will vary depending on a person’s individual circumstances and whether they are traded on a revenue or capital account. We recommend that you obtain your own independent tax advice. See Section 0 for a summary of taxation matters.</p>

3. Summary of benefits

Potential in Rising and Falling Markets

Traditional securities and other financial investment products only deliver benefits in rising or stable markets. The CFDs provide simple and effective means to take advantage of falling markets, because they enable you to establish a Short position.

Leverage

CFDs are a leveraged investment and trading instruments. While leverage can magnify losses (as discussed in Section 4), it can also magnify profits. Leverage allows Clients to take larger exposures, to more markets, than cash investors using the same capital base.

Lower Costs

Generally, the CFD exposures come at lower transaction costs than the same exposure taken in the Underlying Instruments.

The Signals

GetGo issues Signals using an algorithm that interrogates historic market data to identify patterns that may be emerging in the current market.

When the algorithm finds an emerging pattern it recognises, it reviews the last twenty times that pattern has been found in that same market. It then assesses whether there is a historical precedent for the market to move either up or down in the 'period after' the pattern completes.

If there is a precedent of 80% or greater for the current market to move up or down in the period after the pattern formed, the pattern is reviewed and released as a Signal that can be traded in GetGo.

The algorithm's trade selection process is designed to be self-learning, with the algorithm adapting to evolving market conditions, and responding to different market outcomes.

Once a Signal has been identified, the GetGo app will send an alert or notification to investors. Investors may then decide whether to trade based on the Signal or not.

4. Significant risks

4.1 Product Risk

Are GCA's Products appropriate for you?

You must carefully consider whether the Products are appropriate for you in the light of your financial circumstances, financial markets experience and investment objectives. In making this decision you should be aware you could lose the Max Loss amount for each trade.

Risk of financial loss and leverage

You risk losing money because:

- You could lose all the funds you deposit with GCA to establish a CFD position.
- Under certain conditions, it could become difficult or impossible for you to liquidate or close an Open Position. For example, this can happen when there is significant change in prices over a short period. Refer to section 4.2 for a more detailed explanation about these risks. You may therefore continue to sustain losses until your position is able to be closed out or liquidated.
- GCA may not, in certain circumstances, accept your request to place an order. Refer to Section 10 for further details.

4.2 Market Risk

Derivative markets are speculative & volatile

Derivative markets can be highly volatile. The prices of the Products and the underlying currencies, commodities or indices may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled.

The prices of the Products will be influenced by, amongst other things, changing supply and demand relationships, governmental, agricultural, commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant marketplace.

Dealing may be affected by factors in the Underlying Instrument

The prices of the Products are derived from the prices in the Underlying Instruments.

Sometimes markets move so quickly that "gapping" occurs. Gapping refers to a situation in which you are exposed to the risk of losses when market prices or rates are not determined along a "smooth" or continuous path due to external factors such as global political and economic, and specific corporate actions. If "gapping" occurs in the Underlying Instrument, it will also occur in the price of the relevant Product. In this case, you may be unable to close out your position or open a new position at the price at which you have placed your order or may have liked to place your order in response to a Signal.

Finally, trading in the Underlying Instrument may be suspended or halted. In such cases, GCA may not be able to offer the corresponding Product, and it may not be possible for you to close out your position or open a new position in response to a Signal.

4.3 Foreign exchange risks

Your Account is maintained in the currency you have nominated, that is, the Base Currency.

Accordingly, your profits or losses may be affected by fluctuations in the relevant foreign exchange rate between the time the order is placed for the Product and the time the position is closed or liquidated.

4.4 Loss caused by the Charge

Because of the difference between the buying and selling price of a CFD (ie. the bid-offer spread (or "the Charge" in GetGo)), the relevant price must move favourably before you can break even. In other words, even if the contract price does not move at all and you close out your position, you will incur a loss to the extent of the Charge and of any GCA charges and transaction fees which have been charged.

Furthermore, the Charge may be larger at the time you close out the position than it was at the time you opened it. For some Markets the Charge changes frequently.

4.5 GCA acts as Principal & Product Issuer

GCA is a market maker, not a broker, and accordingly will act as a principal, not as an agent, in respect of all Trades.

As GCA issues GCA's Products, Clients are exposed to the financial and business risks, including credit risk, associated with dealing with GCA.

4.6 Segregated Account and Client Money

When you open an Account with us, the Account is not a bank account. It is a trading account in GCA's books and records in which we record your Trades, Open Positions and other information relevant to your Account. No money is "deposited" into any account with GCA, although the Account will record the amount of money we hold for you and such money will be held in the manner described below.

Any money you transfer to us or which has been transferred to us on your behalf will be classified as Client Money and held by us on trust for you and administered by us in accordance with the provisions of the Corporations Act.

All Client Money is held with an Australian Authorised Deposit Taking Institution (ADI) or an approved foreign bank in a designated Client Segregated Account. The Client Segregated Account is opened in the name of GCA with the relevant ADI or approved foreign bank.

All Client Money held by GCA will be segregated from GCA's funds. Your Client Money may however be co-mingled into one or more Client Segregated Accounts with the Client Money of other Clients.

However, GCA may withdraw Client Money in a number of circumstances:

- We may withdraw, deduct or apply any amounts payable by you under the Customer Agreement from your Client

Money held in any Client Segregated Account, including, without limitation making a payment for, or in connection with, the payment of finance charges, transaction fees, inactivity fees and interest payments due to us under the Customer Agreement;

- We may pay, withdraw, deduct or apply any amounts from Client Money held for you in any Client Segregated Account, as permitted by the Corporations Act. GCA does not use Client Money for its own purposes, such as hedging or to fund GCA's own trading positions.

You will not be entitled to receive any interest on your Client Money held by us and we will retain any interest that may be earned on your Client Money.

GCA will act in accordance with all Corporations Act obligations and the obligations imposed by the ASIC Client Money Reporting Rules 2017 with regards to Client Money.

Warning about segregated accounts

It is important to note that the holding of Client Monies in one or more segregated accounts may not afford you or other Clients absolute protection.

You could incur a loss due to an insolvency or omission of the ADI or any approved foreign bank with which we maintain a Client Segregated Account.

The purpose of segregated accounts is to manage the monies of all our Clients separately from our own funds. However, individual Client's monies are co-mingled into one or more Client Segregated Accounts which contain other Client Money to which other Clients are entitled. Where GCA settles obligations with the Client Segregated Account on a net basis, with the effect that one or more Clients have negative equity in their accounts, GCA will ensure that the entitlements of other Clients within the Client Segregated Account are maintained.

Should there be a deficit in a Client Segregated Account and GCA were to become insolvent and not able to replenish the Client Segregated Account, Clients would be unsecured creditors with respect to the balance of our obligations.

What is an unsecured creditor?

In the event of the insolvency of GCA, as an unsecured creditor of GCA, Clients would need to submit to the liquidator proof of the balance of GCA's obligations, as evidenced by their Account statements. The liquidator would then assess all proofs of debts to determine to which creditors GCA's assets may be distributed, and what order of priority would be taken into account.

Your client money in the event of a transfer of our relationship

Under the Customer Agreement, we may transfer any money we hold for you as Client Money (after deduction of any amounts permitted by the terms of the Customer Agreement) to another legal entity (including any of our group companies) where we transfer all or part of our business to that entity (the Transferee) and your Client Money relates to the business transferred. Where we transfer your Client Money to another legal entity as a result of the transfer of our business, we shall require that such Client Money will be held by that entity for you in accordance with the

Client Money Rules.

If such transfer occurs, your Client Money will be transferred to a segregated account maintained by the Transferee under the Australian Client Money Rules (if the Transferee is an Australian financial services licensee). If the Transferee were not an Australian financial services licensee, but regulated in another jurisdiction, we would expect such monies to be held by the Transferee in accordance with the client money rules of that jurisdiction.

4.7 Counterparty Risk

GCA conducts over-the-counter transactions with its counterparties to hedge the market risk arising from Client transactions. Consequently, Clients are indirectly exposed to the credit and counterparty risk of GCA's counterparties.

If the conditions of the business or assets of our counterparties deteriorate, then performance of the hedge transactions may be compromised.

A copy of the latest financial statements of the issuer are available free of charge upon request.

4.8 Operational Risks

The Products will be traded over the GoGet trading application. Clients are therefore exposed to the operational risks associated with conducting transactions electronically. This includes but may not be limited to the following, which may have an adverse impact on a client's ability to open and close Trades, the manner in which order instructions are handled, the accuracy of the Signals and the timing of Trades being closed:

- The stability of the Trading Platforms;
- The reliability and stability of local and international communication connections;
- Bugs in the GetGo trading application;
- Risk of pricing errors and Signals being generated from those errors;
- Market suspension; and
- The reliability and stability of Clients' own personal computer or internet connection.

The Signals, and the algorithm that supplies them, run automatically and are sent electronically. Consequently, the flow of Signals is also subject to the operational risks noted above.

4.9 Regulatory Risk

Changes in taxation and other laws, government, accounting, financial and regulatory policies may have a material effect on your dealings.

4.10 Not a regulated market

The Products are not traded on a licensed market. Therefore, some of the protections usually associated with licensed markets are not available for trading in the CFDs. For example, trading on the Australian Securities Exchange (ASX) generally has the benefit of the National Guarantee Fund which provides protection from fraud or misconduct by brokers in connection with certain ASX trades.

Such guarantee funds do not apply to trading in the CFDs.

4.11 The Customer Agreement

Under the Customer Agreement, GCA has certain discretionary powers. These include discretion not to execute or cancel any orders or trades, as discussed in below.

Clients should review the Customer Agreement carefully and, if necessary, seek legal advice.

Circumstances in which GCA may close Open Positions

GCA has the right, whether with or without prior notice, to close out all or part of your Open Positions, if any of the Events of Default, Force Majeure or Manifest Error events in the Customer Agreement occur.

GCA's right to refuse orders or Trades

GCA has the right under the Customer Agreement to refuse to execute or cancel any Trade or order for any reason. Circumstances in which GCA may decide to do so include, for example:

- make adjustments to the price and/or quantity of any open positions and orders;
 - void any open positions; and/or
 - take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.
- where GCA is, in its opinion, unable to maintain an orderly market in its Markets in respect of any one or more of the GCA's Products as a result of the occurrence of any act, omission or event (including any specific or general circumstance beyond GCA's control such as a natural disaster, corporate action, political or regulatory occurrences or upheaval, disruption to, communications, power or other infrastructure);
 - the suspension, closure, liquidation or abandonment of any relevant market or Underlying Instrument;
 - the imposition of limits or special or unusual terms in the relevant markets or Underlying Instrument such as the prohibition of short selling in an Underlying Instrument;
 - the excessive movement, volatility or loss of liquidity in a relevant market or Underlying Instrument;
 - when GCA, in its opinion, considers it necessary for the protection of its rights under the Customer Agreement; or
 - when GCA considers that the Client may contravene a financial services law under any jurisdiction, such as insider dealing or market abuse.

4.12 Other Risks

[Trading Hours and Market Information

Each GCA Product has its own set of Trading Hours as set out in the Market Information. The Market Information also contains other important information that is specific to the GCA Product. You must therefore familiarize yourself with this information because it impacts the basis on which you deal in the relevant GCA Product.]

GCA's discretions during an event outside our control

If we determine that a Force Majeure Event has occurred, we may take one or more of the following steps:

- cease, suspend or refuse to trade or accept any Orders;
- where permitted by law, change our costs and charges;
- close any open positions, cancel and/or fill any orders, and/or

5. About GCA and its products

Who is GCA?

GAIN Capital Australia Pty Ltd (GCA) (trading as GetGo) is part of the GAIN Capital Group, a global leader in trading in Contracts for Difference and both retail and institutional FX which has been providing traders access to local and international financial markets since 1999.

The GAIN Capital Group is a global operator transacting with customers around the world through its award winning internet, mobile and tablet trading platforms. GCA (through GetGo and, where applicable, other GAIN Capital brands) is focusing on expanding its Asia Pacific presence.

With local knowledge and understanding of Client needs, the GAIN Capital Group has the best people developing products, platform and service. Offices in London, New Jersey, Sydney, Singapore, Tokyo, Hong Kong and Shanghai support Clients trading both FX and Contracts for Difference with local sales, dealing and Client service specialists.

GCA is an indirect wholly owned subsidiary of GAIN Capital Holdings Inc., a corporation organized and existing under the laws of the State of Delaware, USA. GAIN Capital Holdings Inc. is publicly listed and traded on the New York Stock Exchange (NYSE; GCAPO). GCA offers its products under GetGo and, where applicable, other Gain Capital brands across Australia and throughout Asia.

5.1 GCA's products

GCA offers a range of Margined FX instruments and Contracts for Difference across global markets. The Products offered through GetGo are summarized below, and reference provided to the Sections of this PDS which contain further information on these Products.

Product	Further information
FX CFDs	Section 7
Index CFDs	Section 8
Commodity CFDs	Section 9

5.2 Software and market information

When you install the GetGo mobile app on your phone you will be able to apply for an Account. The app provides you with prices and signals to trade on, as well as detailed breakdowns of your trading history.

5.3 Trading Hours

[The Trading Hours for the Products differ. The Trading Hours for each Product are available in the Market Information on the trading app.]

Please note we are not obliged to quote prices or accept Trades, orders or instructions in respect of any Product:

- on a public holiday in any jurisdiction which, in our reasonable opinion, affects the relevant Underlying Instruments; or
- to which Limited Hours Trading applies during anytime

when the relevant exchange is closed for business.

5.4 Prices on the GetGo trading application

The real time dealing prices provided on the GetGo trading app are the prices that GCA is offering for GCA's Products. GCA's prices may not be the same as those in the Underlying Instrument on which the GCA's Products are based. Furthermore, the bid- offer spreads in GCA's Products may not be the same as those available in the Underlying Instrument.

Accordingly, it is for you to decide whether you wish to deal in the GCA Product or in the actual Underlying Instrument.

GCA does not provide Clients with access to prices in the Underlying Instrument or market depth information through its trading app. You may obtain real time prices in the Underlying Instrument by accessing any of a number of services that provide investors with real time prices from those markets.

In particular, information vendors offer real time and delayed prices from the Underlying Instruments, whilst exchanges usually offer delayed prices at no cost. Finally, the financial media also provides opening and closing prices.

5.5 How does GCA determine the prices for its products?

GCA prices for FX CFDs are based on the price of the Underlying Instrument and, in some circumstances, the application of a spread which is applied at our discretion. An overview of how GCA determines the prices is set out below.

FX CFDs

GCA's prices for the CFDs are based on the price of the underlying currency pair and the application of our spreads.

Our prices are derived from the best bids/offers from a number of bank and institutional feeds. GCA shows a fixed spread, the Charge, based on these feeds. GCA reserves the right to adjust the spread with changes in liquidity and volatility in the underlying currency pair.

Index Futures CFDs

GCA's prices for Index Futures CFDs are based from a spread around the bid-offer spread in the underlying index, or from a fixed spread around the last traded price in the underlying index. The bid-offer spread can be adjusted by GCA to accommodate market liquidity.

Commodity CFDs

GCA's prices for Commodity CFDs are based on the price of the underlying commodity futures contract with the application of a minimum spread applied at GCA's discretion. The GCA price for Rolling Commodity CFDs is derived from the price of underlying futures contract, with the addition or subtraction of a fair value to account for interest and storage costs. The bid-offer spread can be adjusted by GCA to accommodate market liquidity. Please call GCA should you have any queries.

6. Getting Started

6.1 Opening an Account

Your dealings in the Products on and from the date of this document will be undertaken in accordance with the following documents that you will have received from a GCA representative or downloaded from our website or from within the GetGo app:

- the Customer Agreement (as amended from time to time);
- an Application Form; and
- the Product Disclosure Statement.

These documents are all available at <https://www.getgo.trade/terms> conditions. When you open an Account with us we will use our client qualification policy so that we can assess whether the GetGo Product is appropriate for you.

This suitability assessment is designed to test whether the GetGo product as a whole and trading CFDs is suitable for you. The information collected during the suitability assessment will at no time be considered when providing generic trading Signals to clients.

Please see the Customer Agreement for further details of our suitability tests.

Acknowledgments

By signing and returning or submitting electronically an Application Form either through our website or via a mobile application you will be deemed to have agreed to the following items. In addition, after having commenced trading with GCA you will be deemed to have agreed to the following items if you continue trading after receiving a revised Product Disclosure Statement and/or Customer Agreement:

- that you are aware that investing in derivatives carries a high level of risk to capital and due to the potential volatility and fluctuations in value, you may not get back the amount of your original investment and in certain circumstances you may be liable to pay a far greater sum with potential losses being higher than all the monies you have paid to GCA;
- that you have given consideration to your objectives, financial situation and needs and the significant risks of loss which accompany the prospects of profit associated with dealing in the Products and have formed the opinion that dealing in the Products is suitable for your purposes;
- that you were advised by GCA to obtain independent legal and financial advice concerning this PDS and the Customer Agreement;
- that you have obtained appropriate and sufficient advice concerning the terms of this PDS and the Customer Agreement;
- that you consent to GCA collecting, maintaining, using and disclosing personal information about you and provided by you or by another person under Section **Error! Reference source not found.**, which refers to our Privacy Policy;
- that you received or downloaded this PDS with the Customer Agreement, and read and understood them; and

- that you agree that GCA will provide its services to you on the basis of the Customer Agreement and in particular that you will receive documents such as trade confirmations, daily statements in electronic form.

6.2 AML / CTF Regulation

Under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (AML/CTF Act), GCA is obliged to conduct a Client identification process prior to opening an Account. This procedure will involve collecting Client information such as your name, address and date of birth and verifying this information. If a Client does not provide the required information, GCA may not be able to process your account opening application.

Throughout the course of your relationship with us, there may be times where there is a need to collect additional information from you, pursuant to GCA's AML/CTF obligations.

In circumstances where it is reasonable for GCA to suspect that there may be a breach of applicable laws or regulations, GCA may decide to refuse any transactions on your Account or to freeze your funds. If this occurs, GCA will not be held liable for any losses you may incur as a result of such actions. It is GCA's obligation to report certain matters to the relevant government agencies and GCA may be prevented by law from informing you that such reporting has taken place.

6.3 Depositing funds

Clients may deposit funds through online banking facilities or use of a credit card. All funds must be cleared funds on your Account before they are made available for you to use in dealing in the Products.

We do not accept cash as a deposit.

It is your responsibility to ensure that monies sent to GCA are correctly designated in all respects, including to which Account they should be applied. Payments by you under the Customer Agreement must be free of any withholding tax or deduction.

You must ensure that any transfer made to GCA is from an account in your name and not from that of a third party.

GCA may in its absolute discretion, without creating an obligation to do so, return any transfer of monies from, a third party account, unless GCA has previously agreed in writing to accept such a transfer.

GCA will not accept or bear any liability or responsibility whatsoever for any loss incurred by you as a result of, or arising out of, or in connection with, GCA returning any transfer of monies from a third party account including any loss incurred by you because you are subsequently in default of your obligations under the Customer Agreement.

6.4 Minimum initial Account balance

There is usually a minimum account opening deposit. The required amount of this can be found on the GetGo app. This may be varied at GCA's absolute discretion from time to time.

6.5 Interest on Account balances

Interest will not be credited to your Account on any money you hold with us unless we have expressly agreed to do so in writing.

6.6 How do you deal in the Products?

You may give us instructions for Trades via the trading app. GCA's trading app provides Clients with the capability to execute deals simply by selecting "GO", "GET", and "CONFIRM" through the app. [There is also a full on-line back office and position keeping service].

A full user guide for the trading app is available to you when you log on. Walk-throughs and FAQs are available in the Help section of the app.

We may in our sole discretion accept instructions to close Trades by telephone or 'live chat', but not through other components of the Website such as e-mail.

6.7 Minimum trade sizes

The minimum trade size varies depending on the Product.

The minimum trade size for each trade is contained in the Market Information Sheet which can be accessed under the 'signal information' pages at the GetGo app.

6.9 Maximum trade sizes

You cannot place an order if your cash balance does not cover the maximum amount of loss associated with that trade.

6.10 Account administration

Every day, provided you have dealt or have an Open Position, we will produce electronically a daily confirmation of your Trades and Open Positions, no later than the next business day, being any day other than a Saturday, Sunday, public holiday or any other day when banks in Australia are not open for business.

At the end of each month, we will produce electronically a monthly statement which will include:

- a summary of your financial position in the currency in which your Account is denominated;
- Account activity for the month, being details of all transactions on your Account; and
- an Open Positions report, which will list all your Open Positions.

It is very important that you check all the contents of the daily statements and monthly statements in detail and contact us within 48 hours if you disagree with any of their contents.

In particular, you should check the traded price, quantity, transaction type, Account balance, and fees and charges detailed on the statements.

The contents of the daily and monthly statements will, in the absence of Manifest Error, be conclusive, and shall in the absence of any manifest error or grossly obvious inaccuracies be conclusive and binding on you unless you notify us otherwise, in writing to ausupport@getgo.trade, and within two (2) Business Days of receipt or we notify you of an error in the confirmation in the same period. You are solely liable for any loss or damage arising from or in connection with your failure to inform us of any discrepancies within the specified period.

Queries about your Account

All queries should be made to our Client Management Department by phone or email.

Currency balances

Your Account is maintained in a Base Currency of Australian Dollars or United States Dollars, unless we agree otherwise.

Minimum Net Equity balance

There is no minimum Net Equity balance required to maintain an Account with GCA.

Real-time access through the trading app

When using the trading app you may view all your Open Positions at any point in real-time, as well as all deals, orders, pending orders and trade history. Under the Customer Agreement you agree to monitor your orders and trades.

Delivery of documents electronically

Under the Customer Agreement you also agree that GCA may make documents available to you by:

- sending them to you by email or other electronic means;
- posting them on GCA's w
- sending you a letter to your nominated postal address.
- ebsite or through the GetGo trading platform; or

Administration charges

GCA may charge you for the following administration services:

- duplicate statements;
- transcripts of taped conversations;
- audit certificates; and
- debt collection.

GCA may also charge you a monthly inactivity fee on inactive Account(s).

The charges for such services are detailed in Section

11. No charge is levied for duplicate statements

requested and forwarded electronically.]

7. FX CFD Contracts

7.1 Dealing Foreign Exchange

An FX CFD is a spot foreign exchange contract between you and GCA in relation to an agreed currency pair. When you enter into any FX CFD based upon a signal provided in the trading app you will be asked to nominate a Trade Size quantity in the base currency of your account – this is an amount you want to make or lose for every whole point movement in the FX market you have chosen to trade. In every FX CFD there are two currencies as follows:

1 fixed unit of a currency = X variable units of another currency.

The fixed currency is called the “base” currency and the variable currency is called the “terms” currency. Together, these are known as the currency pair. The currencies involved in any FX CFD must be currencies which are offered by GCA.

You are speculating on the prospect of one of the currencies strengthening and one of them weakening.

The price of the market will rise if the base currency gets stronger against the terms currency – which is the same as saying the terms currency gets weaker against the base currency.

Conversely, the price of the market will fall if the base currency gets weaker against the terms currency – which is the same as saying the terms currency gets stronger again the base currency.

Your FX CFD will be held for the time period stipulated in the signal, when the Guaranteed Stop Loss or take profit level are triggered, or if you choose to close the trade.

7.2 FX CFD prices

Refer to Section 5.5. for a description of how FX CFD prices are determined.

7.3 Examples of opening and closing an FX CFD

Trading on an ‘UP’ signals and making a profit

An UP (BUY) signal is offered on AUD/USD and the current price is 73826. On GetGo you can only open trades (a “Limit Order”, as defined in Section 10 below) which execute at the ‘Trigger Price’ – i.e. once the live market price reaches that specific level your Pending Trade will become a live Trade. The Trigger Price is unique to each signal, and for this example the Trigger Price is 73819. You like the look of the signal and place your Pending trade to trigger at 73819. You choose a Trade Size of AUD\$2. The Charge on this market is 1.1 meaning you will pay AUD\$2.2 (1 x 2.2) if the trade opens.

The Trigger Price is hit and your Pending Trade becomes an Open Trade.

The price moves in the direction the signal suggested, and increases to 73835 when the End Time of the Signal arrives – at the End Time our systems close your trade. The system used a Market Order to close your trade.

You have made a profit on the trade of AUD\$29.8 calculated as:

$((\text{closing price} - \text{opening price}) * \text{Trade Size}) - \text{Cost of the Trade}$

So:

$((73835 - 73819) * 2) - 2.2 = \text{AUD}\29.8

Trading on an ‘UP’ signal and making a loss

The Trigger Price on the same trade is hit at 73819 and again your Pending Trade becomes an Open Trade.

The price does not move in the direction the signal suggested, and decreases to 73797 where it hits your Stop Loss (a “Guaranteed Stop Loss Order”, as defined in Section 10 below). We implement a guaranteed stop loss on every trade to protect you from losing more money than you wanted.

You have made a loss on the trade of AUD\$46.2 calculated as:

$((\text{closing price} - \text{opening price}) * \text{Trade Size}) - \text{Cost of the Trade}$

So:

$((73797 - 73819) * 2) - 2.2 = \text{AUD}\46.2

Trading on a ‘DOWN’ signal and making a profit

A DOWN (SELL) signal is offered on AUD/JPY and the current price is 8279. On GetGo you can only open trades (a “Limit Order”, as defined in Section 10 below) which execute at the ‘Trigger Price’ – i.e. once the live market price reaches that specific level your Pending Trade will become a live Trade. The Trigger Price is unique to each signal, and for this example the Trigger Price is 8279. You like the look of the signal and place your Pending Trade (which will go live if and when the price reaches 8279). You choose a Trade Size of AUD\$.075. The Charge on this market is 1.7 meaning you will pay AUD\$1.28 (0.75 x 1.7) if the trade opens.

The Trigger Price is hit and your Pending Trade becomes an Open Trade.

The price moves in the direction the signal suggested (DOWN), and decreases to 8246 which is where you set Your Profit Target.

A Profit Target (a “Limit Order”, as defined in Section 10 below). will automatically close your trade if and when it reaches the profit amount you specified.

You have made a profit on the trade of AUD\$29.8 calculated as:

$((\text{opening price} - \text{closing price}) * \text{Trade Size}) - \text{Cost of the Trade}$

So:

$((8279 - 8246) * 0.75) - 1.28 = \text{AUD}\23.47

Trading on a DOWN signal and making a loss

The Trigger Price on the same trade is hit at 8279 and again your Pending Trade becomes an Open Trade.

The price does not move in the direction the signal suggested, and actually increases to 8310 when the End Time arrives – at which point our systems automatically close your trade. The system used a Market Order to close your trade.

You have made a loss on the trade of AUD\$46.2 calculated as:

$((\text{opening price} - \text{closing price}) * \text{Trade Size}) - \text{Cost of the Trade}$

So: $((8279 - 8310) * 0.75) - 1.28 = \text{AUD}\24.53

8. Index CFDs

8.1 What are Index CFDs?

CFDs are available on the indices of major countries stock markets. The Underlying Instrument of an Index CFD is not the relevant index itself, but over a futures contract over the relevant index. For example, in the case of a US 30 INDEX CFD, the Underlying Instrument is the E-Mini Dow Futures (traded on Chicago Mercantile Exchange). In the case of a AUSTRALIA INDEX CFD, the Underlying Instrument is the ASX SPI 200 Index Futures (traded on the ASX24 market operated by ASX).

When you enter into any Index CFD based upon a signal provided in the trading app you will be asked to nominate a Trade Size quantity in the base currency of your account – this is an amount you want to make or lose for every whole point movement in the market you have chosen to trade.

Your profit or loss will be made on the difference between when you open the CFD and when you close it, less our transaction fees. See our examples in Section 8.3.

Your Open Positions are revalued constantly and profits or losses are credited / debited to your Account only on closed positions.

8.2 Index CFD Prices

Refer to Section 5.5 for a description of how CFD prices are determined.

8.3 Examples of opening and closing Index CFDs

An UP (BUY) signal is offered on the AUSTRALIAN INDEX and the current price is 6258.5. On GetGo you can only open trades (a "Limit Order", as defined in Section 10 below) which execute at the 'Trigger Price' – i.e. once the live market price reaches that specific level your Pending Trade will become a live Trade. The Trigger Price is unique to each signal, and for this example the Trigger Price is 6267.3. You like the look of the signal and place your Pending trade to trigger at 6267.3. You choose a Trade Size of AUD\$3.5. The Charge on this market is 1.6 meaning you will pay AUD\$5.6 (3.5 * 1.6) if the trade opens.

The live price of the market reaches the Trigger Price so your Pending Trade becomes an Open Trade.

The price moves in the direction the signal suggested, and increases to 6279.4. You're satisfied with that profit and choose to close the trade manually before the end time arrives. A Market Order is used to close your trade.

You have made a profit on the trade of AUD\$29.8 calculated as:

$$((\text{closing price} - \text{opening price}) * \text{Trade Size}) - \text{Cost of the Trade}$$

So:

$$((6279.4 - 6267.3) * 3.5) - 5.6 = \text{AUD}\$36.75$$

Trading on an UP (BUY) signal and making a loss

The Trigger Price on the same trade is hit at 6267.3 and again your Pending Trade becomes an Open Trade.

The price does not move in the direction the signal suggested, and instead decreases to 6240.5 where it hits your Stop Loss (a "Guaranteed Stop Loss Order", as defined in Section 10 below).

You have made a loss on the trade of AUD\$46.2 calculated as:

$$((\text{closing price} - \text{opening price}) * \text{Trade Size}) - \text{Cost of the Trade}$$

So:

$$((6240.5 - 6267.3) * 3.5) - 5.6 = \text{AUD}\$99.4$$

Trading on a DOWN (SELL) signal and making a profit

A DOWN (SELL) signal is offered on FRANCE INDEX and the current price is 5419. On GetGo you can only open trades (a "Limit Order", as defined in Section 10 below) which execute at the 'Trigger Price' – i.e. once the live market price reaches that specific level your Pending Trade will become a live Trade. The Trigger Price is unique to each signal, and for this example the Trigger Price is 5405. You like the look of the signal and place your Pending Trade (which will open if and when the price reaches 5405). You choose a Trade Size of AUD\$.050. The Charge on this market is 1.7 meaning you will pay AUD\$0.85 (0.5 x 1.7) if the trade opens.

The Trigger Price is hit and your Pending Trade becomes an Open Trade.

The price moves in the direction the signal suggested (DOWN), and decreases to 5381 which is where you set your Profit Target.

A Profit Target will automatically close your trade if and when it reaches the profit amount you specified.

The system closes your trade and you have made a profit on the trade of AUD\$29.8 calculated as:

$$((\text{opening price} - \text{closing price}) * \text{Trade Size}) - \text{Cost of the Trade}$$

So:

$$((5405 - 5381) * 0.5) - 0.85 = \text{AUD}\$11.15$$

Trading on a DOWN (SELL) signal and making a loss

The Trigger Price on the same trade is hit at 5405 and again your Pending Trade becomes an Open Trade.

The price does not move in the direction the signal suggested, and actually increases to 5431 when the End Time arrives – at which point our systems automatically close your trade. A Market Order is used to close the trade.

You have made a loss on the trade of AUD\$46.2 calculated as:

$$((\text{opening price} - \text{closing price}) * \text{Trade Size}) - \text{Cost of the Trade}$$

So:

$$((5405 - 5431) * 0.5) - 0.85 = \text{AUD}\$13.85$$

Profits and Losses

All profits and losses are calculated in the base currency of your Account.

9. Commodity CFDs

9.1 What are Commodity CFDs?

Commodity CFDs are contracts over the price performance of commodities such as Gold and Silver. You do not take delivery of the commodity. The Underlying Instrument of a Commodity CFD may not be the relevant commodity itself, but rather a futures contract over the relevant commodity which is able to be traded on a futures exchange.

You buy and sell Commodity CFDs in the same way that you buy and sell Index CFDs, by nominating amount you would like to make or lose for every whole number movement in the price of the market.

Commodity CFDs allow you to benefit from market movements in the Commodity markets. Profits or losses are credited / debited to your Account once the trade closes.

9.2 Commodity CFD prices

Refer to Section 5.5 for a description of how CFD prices are determined.

9.3 Examples of opening and closing Commodity CFDs

Set out below are some simple examples to illustrate how Commodity CFD trading strategies may give rise to profits and losses.

Trading an UP (BUY) signal and making a profit or loss

An UP (BUY) signal is offered on GOLD and the current price is 1254. On GetGo you can only open trades (a "Limit Order", as defined in Section 10 below) which execute at the 'Trigger Price' – i.e. once the live market price reaches that specific level your Pending Trade will become a live Trade. The Trigger Price is unique to each signal, and for this example the Trigger Price is 1251.3. You like the look of the signal and place your Pending trade to trigger at 1251.3. You choose a Trade Size of AUD\$4. The Charge on this market is 0.3 meaning you will pay AUD\$1.2 (0.3 * 4) if the trade opens.

The live price of the market reaches the Trigger Price so your Pending Trade becomes an Open Trade.

The price moves in the direction the signal suggested, and increases to 1256.7. You're satisfied with that profit and choose to close the trade manually before the end time arrives. We use a Market Order to close your trade.

You have made a profit on the trade of AUD\$29.8 calculated as:

$$((\text{closing price} - \text{opening price}) * \text{Trade Size}) - \text{Cost of the Trade}$$

So:

$$((1256.7 - 1251.3) * 4) - 1.2 = \text{AUD}\$20.4$$

If the price had moved against you and hit your stop loss (a "Guaranteed Stop Loss Order", as defined in Section 10 below) at 1245.5 you would have made a loss of AUD\$24.8 = ((1245.5 - 1251.3) * 4) - 1.2

Trading a DOWN (SELL) signal and making a profit or loss

A DOWN (SELL) signal is offered on SILVER and the current price is 1210. On GetGo you can only open trades (a "Limit Order", as defined in Section 10 below) which execute at the 'Trigger Price' – i.e. once the live market price reaches that specific level your Pending Trade will become a live Trade. The Trigger Price is unique to each signal, and for this example the Trigger Price is 1208. You like the look of the signal and place your Pending Trade

(which will open if and when the price reaches 1208). You choose a Trade Size of AUD\$7. The Charge on this market is 0.2 meaning you will pay AUD\$1.4 (0.2 * 7) if the trade opens.

The Trigger Price is hit and your Pending Trade becomes an Open Trade.

The price moves in the direction the signal suggested (DOWN), and decreases to 1204 which is where you set your Profit Target.

A Profit Target (a "Limit Order", as defined in Section 10 below) will automatically close your trade if and when it reaches the profit amount you specified.

The system closes your trade and you have made a profit on the trade of AUD\$26.6 calculated as:

$$((\text{opening price} - \text{closing price}) * \text{Trade Size}) - \text{Cost of the Trade}$$

If the price had moved in the other direction to 1214 at the End Time you would have made a loss of AUD\$43.4 = ((1208 - 1214) * 7) - 1.4

Profits and Losses

All profits and losses are calculated in the base currency of your Account.

10. GetGo Trading App

10.1 Who can place an order

GCA will execute orders that are received from your Account, and which it reasonably believes are from you or authorised by you. We will not be required to enquire further into such apparent authority and we will not be liable for relying on such.

Information regarding orders placed and executed will be addressed personally to you through your account via GetGo.

If you make a duplicate order, we may assume that this is intentional and can execute them both, without checking with you.

10.2 How to place an order

You must download the GetGo trading app to enable you to access the trading platform.

Orders can only be placed in the following way:

- (a) via GetGo, accessed using your mobile phone, or another device approved by us; and
- (b) an order will be placed when you decide to accept a Signal by selecting the "GET" option on the GetGo mobile user interface, and then place an order by selecting the "GO" option and then "Confirm Trade". A summary of the proposed order will subsequently appear requiring you to confirm the order. Once the order has been confirmed, you will receive a final confirmation with the order ID confirming that the order had been placed.

Each Signal will generally have the following features, it will:

- (a) be valid for a certain amount of time, for example between 45 minutes to 6 hours, although GetGo reserves the right to extend this time period as required ("**Signal Window**"); and
- (b) detail how consistent the price movement has been historically in a percentage (%) form (i.e. the track record).

All orders placed will:

- (a) require you to choose the trade size in your denominated currency. The Service will indicate the maximum loss and potential profit you may expect from trading on a Signal, in accordance with the size of the trade you intend to place. The maximum and minimum trade size which you can place are contained in the Market Information Sheet which can be accessed under the signal information pages at the GetGo trading app; and
- (b) give you the option to choose your profit target.

All trades will be placed under the following types of orders:

- (a) a "**Limit Order**": an order to buy or sell at a specified price. Limit orders can be used to enter into or close out a position. A buy limit order can only be executed at the limit price or lower, and a sell limit order can only be executed at the limit price or higher;
- (b) a "**Guaranteed Stop Loss Order**": an order which closes out your open position at a specified price, which

ensures that your trade will close at the exact price you set, regardless of any underlying market volatility; and

- (c) a "**Market Order**": an order to be executed immediately at the current market price. With GetGo these are used when you choose to close your trade manually, and when our systems close your Trade at the End Time.

We may offer other order types and they will be detailed at www.getgo.trade/product-information. We do not undertake to continue to offer the same type of orders at all times and may not offer the same in the future.

The Service allows you to trade in accordance with a Signal but not against the Signal.

You cannot place an order if your cash balance does not cover the maximum amount of loss associated with that order.

All orders must be placed via GetGo and we retain the discretion to reject any orders placed using another method.

10.3 Filling, closing, and cancelling positions

Filling and amending a limit order

We will fill your limit order when the live market price of the Product reaches the trigger price.

We will not be liable for any failure to execute a trade for technical or operational reasons, unless we have been negligent.

We will not fill your Limit Order if:

- (a) the live market price does not hit the trigger price before the Signal expires; or
- (b) you do not have enough money in your account to cover the maximum amount of loss associated with the order you are attempting to execute.

In both cases we will automatically cancel your order.

Your Limit Order cannot be amended once it has been placed unless it is a take profit order in which case the profit target can be amended. The Limit Order Service is offered to you on a strictly best efforts basis. Your Limit Order price (known as a trigger price) is not guaranteed. If there is a change in the price of the Product, the price your trade executes at can be different to the Limit Order price that was requested by you.

Cancelling an order

Orders may be cancelled by you at any time prior to the order being filled.

We also reserve the right to refuse to execute, or cancel any order or trades placed by you.

Such situations include but are not limited to:

- (a) the scenario contemplated at section 0 above
- (b) when the Signal or the trades derives from an error;
- (c) if a Force Majeure Event occurs; and

- (d) if we believe the trade would be in breach of the Customer Agreement or any legal or regulatory requirement applicable to you or us.

We shall notify you where any order is refused, unless we are not permitted to do so by applicable law.

10.4 Closing a trade

Your trade can be closed in a number of ways:

- (a) you can manually close your trade by selecting the "close trade" button within the open positions window before the end of the Signal Window;
- (b) GetGo will automatically close your trade:
 - (i) at the end of the Signal Window; or
 - (ii) when your pre-set profit target for that trade is met; or
 - (iii) your Guaranteed Stop Loss Order price is triggered.

11. Fees & Charges

This Section details the fees and charges which apply in relation to your dealing in the Products.

All fees are charged to your Account in the currency in which the account is based. Fees are detailed on the daily and monthly statements, and may be deducted automatically from money in your Account.

GCA may change its fee structure from time to time in which case you will receive a notice electronically.

The table below lists out the applicable fees and charges. You should read the relevant sections immediately following the table for more detailed information on each fee.

Fee	Description	Section reference
Bid Offer Spread – the Charge	The difference between the buying and selling price of a Product, as quoted by GCA.	11.1
Administration fee	GCA may charge you for administration services such as remittance of money to overseas bank accounts or collection of outstanding amounts.	11.2
Inactivity fee	Where no activity has occurred on your Account(s) for a period of twelve (12) months or more, your Account(s) will be deemed inactive. We may charge a monthly inactivity fee.	11.3

11.1 Bid Offer Spread – the Charge

GCA derives remuneration through charging this spread when we quote prices to you to buy or sell a Product. The difference between the buying and selling price of a Product, as quoted by GCA, is known as the bid-offer spread or the Charge for GetGo.

The Charge is fixed for the particular market. We may adjust the Charge from time to time.

Trading encounters certain costs, and we are always clear about our charges. The good news is that with GetGo there is only one cost of placing a trade and this is charged at the point the trade triggers. If the trade doesn't trigger, there is no cost.

The cost of each trade is equal to "Charge." multiplied by your Trade Size.

"The Charge" is different for each market that you trade and it is shown on the market information window of each signal.

Your "Trade Size" is chosen by you and can be set anywhere within the minimum and maximum values.

Example

Say Index ABC has a Charge of 1.5:

If you place a trade at \$3 per point on this market and it triggers, the cost of your trade would be $\$3 \times 1.5 = \4.50 .

If you are uncertain about this cost, please do not hesitate to contact our Client Services Team on 1800319470.

No charge is levied for duplicate statements requested and forwarded electronically.

11.2 Administration fees

GCA may charge you for the following fees:

Facility	Fee (inc GST)
Withdrawals (AUD)	
Foreign Currency Telegraphic Transfers	\$A25.00
Duplicate Statements by post	\$A25.00
Telephone Conversations Transcripts	Upon application*
Audit Certificates	\$A50.00
Debt Collection	First Call \$A38.50 Second Call \$A60.50 All reasonable legal costs incurred.

Fees for telephone recordings will be charged on the basis of GCA's costs, and because these costs may vary depending on the number and length of the conversation and on the time and date of the recordings, the amount, maximum limit and their calculation method of the fees are not provided in this column.

11.3 Inactivity Fees

Where no activity has occurred on your Account(s) for a period of twelve (12) months or more, your Account(s) will be deemed inactive. We may, in our discretion, charge a monthly inactivity fee of AUD25 to inactive Account(s) (along with any additional applicable fees). Activity is defined as placing a Trade and/or applying an Order on your Account(s) or maintaining an Open Position during the period.

12. Taxation Considerations

12.1 Introduction

If you trade in CFDs, you may be subject to Australian taxation. This section outlines general information about significant Australian income tax and GST implication of trading derivatives.

The information contained in this section is of a general nature only and is not intended to constitute legal or taxation advice and should not be relied upon as such. The taxation implications of your transactions will depend on your own individual circumstances and GCA recommends that you obtain independent professional taxation advice on the full range of taxation implications applicable to your own personal facts and circumstances.

Taxation laws are complex in nature and their interpretation and administration may change over the term of your transacting. We will not advise you of any changes in taxation laws should they occur. You must take full responsibility for the taxation implications arising from your own transacting, and any changes in those taxation implications during the course of your transacting.

The information provided below is for Australian resident investors only and is based on interpretation of taxation laws in Australia current as at the date of this PDS. If you are not an Australian resident, you should consult a taxation advisor in your own jurisdiction to determine the tax consequences of transacting in derivatives.

The information in this section is based on the assumption that you will hold derivatives on revenue account. This means that you will be carrying on a business of trading or transacting these financial products, and/or you will enter into them for the purpose of making profits. We have not considered the taxation position if you enter into derivatives for the purposes of hedging risks associated with other securities or underlying assets held by you on capital account.

The availability of tax deductions or losses incurred as a result of transacting in derivatives to offset current and future year income will depend on your personal circumstances and you will need to seek advice from your tax advisor in this regard.

12.2 Tax Consequences of Transacting in CFDs

The taxation of CFDs is set out in Australian Taxation Office (ATO) Tax Ruling TR 2005/15.

Under TR2005/15, if you enter into a contract exposing you to future price movements in markets in the ordinary course of your business or for profit-making purposes, it is likely that any profit derived or loss incurred by you will be included in, or allowed as a deduction from, your assessable income. Tax Ruling IT2228 sets out a similar ATO view of profits or losses from trading in futures contracts. Any profit or loss arising in respect of a CFD transaction should be included in your assessable income (or allowed as a deduction) at the time the

profit or loss is 'realised' for tax purposes. Realisation will generally occur at the time the position is closed out (on expiry or sale).

Ordinarily, derivative transactions would be entered into for a profit making purpose. However, where a derivative is not entered into for a profit making purpose, the ATO may consider the transaction as an unusual form of recreational gambling. Proceeds from gambling are generally not subject to tax unless you are carrying on a business of gambling. In the ATO's view, 'gambling' refers to activities involving primarily chance which have a recreational or sporting character, and not the more technical legal meaning of wagering or the more popular meaning of mere risk taking. Ultimately, the nature of the proceeds an investor derives from transacting in derivatives will depend upon the particular circumstances of the investor.

12.3 Capital Gains Tax

CFDs may constitute a capital gains tax (CGT) asset held by you for the purposes of applying the CGT provisions to any capital gain or capital loss realised by you. However, to the extent that a gain arising as a result of a CGT event in relation to CFDs is included in your assessable income outside the CGT provisions [(refer to Section 12.2 above)] the capital gain resulting from the CGT event will be reduced. Similarly, to the extent that any loss incurred in respect of CFDs is deductible, the deductible amount will not contribute to a capital loss for you.

12.4 Treatment of Transaction Fees

The transaction fees payable upon purchase or close out of CFDs positions will be deductible if the gain or loss on the transaction is assessable or deductible. If the gain or loss is a capital gain or loss, the transaction fees will form part of the cost base or incidental costs of disposal of the product.

12.5 Expenses

Certain expenses incurred by you in connection with trading in CFDs may be deductible to the extent that they are incurred for the purpose of deriving your assessable income. The deductibility of these expenses will depend on your own personal circumstances. You should obtain your own advice as to whether such expenses will be deductible to you.

12.6 Taxation of Financial Arrangements

Rules were introduced with general application from 1 July 2010 which set out the method by which gains and losses from financial arrangements will be brought to account for tax purposes (referred to as the Taxation of Financial Arrangements (TOFA) rules).

The TOFA rules apply to financial arrangements held by certain investors whose assets or aggregated turnover exceeds specified thresholds. The TOFA rules also apply to investors who have made an election to apply to TOFA rules to their financial arrangements. You should obtain your own advice as to whether the TOFA rules apply to you in relation to the taxation treatment of CFDs.

12.7 Goods and Services Tax

No GST should be payable in relation to your trading of CFDs with GCA. This is on the basis that they are considered to be 'financial supplies' under the A New Tax System (Goods and Services Tax) Act 1999. Consequently, they are input taxed and no GST payable on their supply. However, independent advice should be sought from your accountant or financial adviser confirming this, before acting in reliance thereon.

13. Dispute Resolution

At GCA we take complaints seriously. If you have any complaint in relation to the services provided to you, you should inform us immediately.

This section sets out the dispute resolution mechanisms available to you should a complaint arise.

13.1 Internal dispute resolution

We have established an internal complaints procedure to ensure that complaints are dealt with efficiently and by the correct person. We aim to resolve issues within 45 days following receipt of a complaint.

Complaints can be lodged by phone on 1800 319 470 or by email to ausupport@getgo.trade. Alternatively, a complaint may be sent to:

Client Service Department
100 Harris Street
Sydney NSW 2009

A copy of our internal dispute resolution policy and details on how to lodge a complaint can be found on our website at www.getgo.trade.

13.2 Financial Ombudsman Service

GCA is a member of the Financial Ombudsman Service (**FOS**). Complaints that cannot be resolved via the internal procedure detailed on the website will be referred to the FOS, if lodged prior to 1 November 2018:

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001
Internet: www.fos.org.au
Telephone 1800 367
287Email: info@fos.com.au

The Australian Financial Complaints Authority (**AFCA**) will commence receiving complaints on 1 November 2018 in place of the FOS. Complaints that cannot be resolved via the internal procedure detailed on the website can be referred to AFCA on or after 1 November 2018:

Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC
Internet: www.afc.org.au
Phone: 1800 931 678
Email: info@afc.org.au

In most cases FOS (or AFCA) will then facilitate discussion and, as appropriate, negotiation between the parties. Each dispute is taken on its merits and as such requires time and effort to investigate the issues raised. If the dispute cannot be resolved through discussion, FOS (or AFCA) may facilitate conciliation between the parties. The conciliation will attempt to assist the parties to identify and discuss the issues in dispute, settle the dispute and agree on the terms of such settlement.

If conciliation does not result in a resolution of the dispute, it can be referred to an independent adjudicator or to a panel to make a determination.

As a member of FOS, any determination by the adjudicator is binding on GCA if you accept it. However, it is not binding on you and if you decide not to accept the decision, you may pursue your dispute against us in another forum.

The services provided by FOS are free of charge.

Further information on FOS can be found on their website www.fos.org.au.

13.3 ASIC Infoline

You can also call the ASIC free call infoline on 1300 300 630 to find out about your rights to complain or to make a complaint

14. Other matters you should note

14.1 The Customer Agreement

This PDS describes the Products and refers to a number of important elements of the Customer Agreement.

However, it is not a comprehensive description of all terms and conditions and you must refer directly to the Customer Agreement.

The Customer Agreement sets out the terms and conditions under which we offer the Products and deal with you. The Customer Agreement also provides for the following:

- the terms and conditions that apply to each Product;
- your rights and your obligations to us;
- our rights and obligations (including our rights should you default on your obligations). Our rights include the right to close out some or all of your positions; and
- the methods used to calculate amounts with respect to your Account.

14.2 Amendments to the Customer Agreement

You should note that the Customer Agreement gives us the right to amend the Customer Agreement by notice to you, subject to your rights of objection within 7 days of the notice. If you object to all or part of the changes, then those changes will not bind you, but we may require you to close your Account as soon as reasonably practicable and/or restrict you from placing trades and/or orders to close your Open Positions. You should also seek your own legal and tax advice in respect of any changes to the Customer Agreement we notify you of.

14.3 Transfer of our rights and obligations and client relationship

We also have the ability under the Customer Agreement to assign or transfer our rights and obligations under the Customer Agreement to any person (**Transferee**), by giving not less than 30 days' notice. You should understand that we can do so without any further consent from you, and if we transfer our rights and obligations, we will no longer be your counterparty. The risks of trading with us and in our products as disclosed to you in section 4 of this PDS should be then be assessed in light of any Transferee, who would become the relevant counterparty to your trades and your service provider. After any such transfer, you may be required to use the Transferee's trading platform to place your orders and monitor your portfolio. The Transferee may require you to agree to its own terms and conditions.

If we transfer all or part of our business to another legal entity, your moneys and/or property will be transferred to a segregated account maintained by the Transferee under the Australian client money rules (if the Transferee is an Australian financial services licensee). If the Transferee were not an Australian financial services licensee, but regulated in another jurisdiction, we would expect such monies to be held by the Transferee in accordance with the client money rules of that jurisdiction.]

14.4 Australian law governs Customer Agreement

The Customer Agreement, this PDS and each Trade with GCA are in all aspects governed by the law of New South Wales and you irrevocably submit to the exclusive jurisdiction of the courts of the State of New South Wales in relation to any disputes with GCA.

14.5 Daily statements and other communications

You should verify the content of each document received from GCA which contains information in respect of your Account and Trades which you execute in the Products. Such documents will, in the absence of Manifest Error, be conclusive unless you notify GCA of an objection in writing immediately.

14.6 Client's obligations

Your obligations under the Customer Agreement, including, but not limited to, monitoring your Open Positions at all times, apply continuously, 24 hours a day.

14.7 Security

If you are aware or suspect that your username, Account number, user ID or password have been leaked then you should contact us promptly so that they may be changed.

14.8 Key times, dates & events

It is your responsibility to be aware of key dates and events in relation to the Products in respect of which you execute Trades with GCA.

14.9 No interest in Underlying Instrument

Neither you nor we acquire through any GCA Product any interest in or right to acquire, or otherwise in relation to, the relevant Underlying Instrument. Moreover, neither party is obliged to sell, purchase, hold or deliver or receive the Underlying Instrument, or to exercise any rights attached to any Underlying Instrument.

14.10 Pricing errors

If errors occur in the prices of GCA's Products quoted by GCA, neither party without prejudice to any rights it may have under statute or common law will be bound by any dealing which purports to have been made (whether or not confirmed by us) at a price which was, or ought reasonably to have been, known to either party to be materially incorrect at the time of the dealing.

14.11 Fees and other amounts

GCA may pass on fees, the dealing spread, financing charges and other charges applicable to your Account to other third parties (including, without limitation, Introducers).

In respect of Introducers, and with your prior written consent, GCA will collect these standard fees and charges applicable to your Account from you, as consideration for the services the Introducer provides to you, as agent on behalf of the Introducer.

14.12 Clients may be treated differently

GCA in its absolute discretion may quote different prices, and charge fees and other charges at different rates, to different Clients.

14.13 Other considerations

GCA does not take into account labour standards, environmental, social or ethical considerations for the purpose of dealing in the Products with you.

14.14 Other considerations

GCA does not take into account labour standards, environmental, social or ethical considerations for the purpose of dealing in the Products with you.

14.15 Priority of Documents

In the event of any conflict between any provision of the Customer Agreement and this PDS, the provisions of the Customer Agreement shall prevail to the extent of the inconsistency.

14.16 Privacy

Your privacy is important to us. The information you provide GCA and any other information provided by you in connection with your Account (including **personal information** as defined in the Privacy Act 1988) will primarily be used for the processing of your account application and for complying with certain laws and regulations. We may use this information to send you details of other services or provide you with information that we believe may be of interest to you. We may disclose your personal information to other parties, including our related entities and external service providers that provide services to us.

Details of how we collect, use, disclose and manage your personal information are contained in our privacy policy which is available from our website <https://www.getgo.trade/terms-conditions> .

15. Glossary

Below is a list of some words used in this PDS and their meanings. The Customer Agreement includes definitions of a number of capitalized terms and expressions used in this PDS and you should refer to those definitions when those terms and expressions are used in this PDS.

Account

A trading account established by GCA to record your Trades and Open Positions in the Products with GCA and Client Money to which you may be entitled in a Client Segregated Account maintained by GCA.

AEST

Australian Eastern Standard Time.

Application Form

An application form to open an Account with GCA.

AUD, AUD\$ or A\$

Australian dollars.

Authorised Person

You (the Client) and/or any person authorised by you to give instructions to GCA under the Customer Agreement, including a person authorised by you under a limited power of attorney or representative authorisation.

ASX

Australian Securities Exchange Limited, or the market operated by that entity, as applicable.

Base Currency

The currency in which the Account is denominated. The Base Currency will be Australian Dollars unless we agree otherwise.

Charge (also Spread or Bid-Ask Spread)

The cost of a single trade with Getgo multiplied by the Trade Size.

Client

A client who has a trading account with GCA.

Client Money

Money paid to GCA by or on behalf of a Client in connection with the Products and to which the Client Money Rules apply.

Client Money Rules

The requirements relating to the handling of Client Money under Part 7.8, Division 2 of the Corporations Act.

Client Segregated Account

A segregated account in GCA's name into which Client Money is paid and which is operated in accordance with the Client Money Rules.

Corporations Act

Corporations Act 2001 (Cth).

Corporations Regulations

Corporations Regulations 2001 (Cth).

Contract for Difference

A contract with GCA whose value fluctuates by reference to fluctuations in the price of an underlying instrument.

Customer Agreement

The agreement between you and GCA in respect of the Products and the GetGo trading application.

Events of Default

Has the meaning defined in the Customer Agreement.

End Time

The time at which the Signal Window ends. All trades placed on the signal are closed by our systems at the End Time of the signal.

FSG

Financial Services Guide.

Force Majeure Event

Any total or partial failure of performance of our duties and obligations under our Agreement caused by any act of God, terrorism, fire, act of government or state, war, civil commotion, insurrection, embargo, breakdown of computer or telephone systems whether belonging to us or our associated companies, you, any market, or any settlement or clearing system or other machine failure, any inability to communicate with market makers for whatever reason, malicious damage, industrial acts, any exceptional market event, or acts and regulations of any governmental or supra national bodies or authorities which are beyond our reasonable control and which in our opinion prevent an orderly market in relation to your trades and / or the services which we provide.

FX

Foreign Exchange, either a rate of exchange between to currencies or a currency itself.

GCA Exchange Rate

The foreign exchange rate as GCA may reasonably determine from time to time having regard to current market rates and which is available from GCA on request. This rate may be different to the price quoted by GCA for a Margined FX Contract.

Good 'til Cancelled (GTC) Order

An instruction that the order does not expire at the end of the Trading Hours.

GMT

Greenwich Mean Time.

Guaranteed Stop Loss Order

An order which closes out your open position at a specified price, which ensures that your trade will close at the exact price you set, regardless of any underlying marketing volatility.

Imputation Credit

An imputation credit is a tax credit which is attached to a dividend or distribution paid to a person. Imputation credits represent the person's allocation of tax paid that has been paid by the entity that is paying the dividend or distribution to the person. They are also known in some jurisdictions as franking credits.

Introducer

A person or firm that GCA appoints to effect introductions of potential clients to GCA.

Limited Hours Trading

The ability to trade GCA's Products only during such hours as the relevant exchange on which the Underlying Instrument is traded is open.

Limit order

An order to buy or sell a specified quantity of a CFD at a specified price or better.

Long Party

The party that has bought the relevant CFD.

FX CFD

A Contact for Difference with GCA whose value fluctuates by reference to fluctuations in the price of an underlying currency relevant to another currency (ie. a currency pair).

Manifest Error

An error, omission or misquote, including by the Signal, us or any third party, that is materially and clearly incorrect when taking into account market conditions and quotes in markets or the Underlying Instrument.

Market

A contract we make available which is comprised of a unique set of price information, minimum and maximum Quantity, Expiry and other commercial features determined by reference to an Underlying Instrument.

Market Information

Information located on the Trading Platforms in respect of each Market, which may be accessed by clicking on the button entitled "Market Information". The Market Information sets out the commercial details for each Market, including but not limited to: Trading Hours, the minimum and maximum quantity and our spread.

Market Order

An order to be executed immediately at the current market price. With GetGo these are used when you choose to close your trade manually, or when the End Time of a Signal arrives and our systems close your trade at the prevailing market price.

Max Loss

The maximum you will lose on a trade, given your Trade Size, as shown to you on the Trade Ticket before you place each trade.

National Guarantee Fund

The compensation fund for certain losses incurred by investors who trade in share on ASX.

Net Equity

The aggregate of all cash balances (in any currency) in your Account and any unrealised profits or losses.

Open Position

A Trade which has not been closed, in whole or in part.

Our Bid Price

The lower of two prices we quote for each Market.

Our Offer Price

The higher of the two prices we quote for each Market.

Our Price

Our Offer Price and Our Bid Price for each Market.

Price Tolerance

A feature which allows you to adjust the amount of slippage you will accept on applicable Trades, where slippage is the difference between Our Price quoted on the Trading Platform and the price the Trade is executed.

Products and CFDs

The Contracts for Difference that GCA offers from time to time under this PDS.

Quantity

The amount of units traded in a Market, synonymous to “stake” or “trade size”.

Rolling Commodity CFD

A rollover of a Commodity CFD to keep the Commodity CFD position open beyond its expiry.

Settlement Price

The price of a CFD at Expiry, as determined by GCA by reference to the settlement price of the Underlying Instrument (being a futures contract).

Short Party

The party that has sold the relevant Margined FX Contract or CFD.

Signal

Alerts or notifications, generated through an algorithm (technologically based formula). The algorithm is designed to look for historic patterns in price movement of Underlying Instruments.

Signal Window

The amount of time from the point the algorithm scans the market for a signal, until the signal end time is typically between 45 minutes and 6 hours. Note that even if a signal is found by the algorithm the signal is not shown on the app straight away – we do this to reduce the number of untriggered signals. All trades placed on a signal close at the end time of the Signal.

Stop-entry order

An order placed to open a new position or increase an existing Open Position at a price which is inferior to the current Our Price.

Stop-loss order

An order that allows you to control any potential losses on an Open Position should the Market move against you.

Trade

A transaction entered into by you with us pursuant to our Customer Agreement in respect of CFDs.

Trade Size

The total number of positions to be opened in a single GetGo trade. The Trade Size multiplied by the Charge gives the total

cost of the trade.

Trading Day

In respect of a Product, a day on which we provide a quote for the Product.

Trading Close

In relation to a Product, the end of the Trading Hours on a Trading Day, or if Trading Hours are not specified or where the Product trades 24-hours, 5pm (New York time)

Trading Hours

The trading hours of particular Option CFDs and Markets as specified in Section 11.26.

Trading Platform

Each electronic trading platform made available by GCA to you in connection with the trading of Products and the provision of information in relation to your Account.

Trading Resource

Means your Net Equity less your Total Margin.

Transaction Fee

A transaction fee charged by GCA for execution services.

Underlying Instrument

The index, commodity, currency or related instrument to which a CFD relates and whose price or value provides the basis for us to determine Our Price for a Market.

USD or US\$

US dollars.

We, us or GCA

Means GAIN Capital Australia Pty Ltd.

Website or website

www.getgo.trade

You

Means you, the person in whose name the Account with GCA is opened.