

Product Disclosure Statement

1 May 2017

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1 GENERAL INFORMATION

1.1 Introduction

This Product Disclosure Statement (PDS) is dated 1 May 2017. The issuer of this PDS and Contracts-for-Difference (CFD or CFDs) referred to in this document is Bacera Co Pty Ltd (Bacera). The terms 'Bacera', 'we', 'us' or 'our' in this PDS is in reference to Bacera Co Pty Ltd, ACN 130 877 137, AFS License Number 328794. The terms 'you' or 'Client' contained within this PDS refer to you or any other user or prospective user of Bacera products and services. Bacera is incorporated, registered, and authorized to conduct business in Australia. Bacera holds an Australian Financial Service License issued by the Australian Securities and Investments Commission (ASIC). ASIC takes no responsibility for the contents of this PDS.

The information contained in this PDS does not constitute a recommendation or opinion and does not take into account your personal financial objectives, needs, or situation. The PDS is a document that sets out the significant features of Bacera's financial products, including their benefits, costs, and risks. The purpose of this PDS is to provide you the Client with sufficient information to make an informed decision regarding using Bacera's financial products and services. The PDS should be read in its entirety before opening a CFD trading account with Bacera.

The English version of the PDS overrides all other versions of the PDS to the extent of any inconsistencies. Bacera will amend the PDS in the event that our policies are altered or changed. In the event that any adverse or potentially adverse changes are made to the information contained within the PDS, Bacera will post a new PDS on our website. You should keep a copy of the PDS, the Financial Services Guide (FSG), and any other supplementary or replacement documents provided by Bacera for your reference.

CFDs are speculative products, and their leveraged nature places a significantly greater risk on your investment than non-leveraged investment instruments trading on a regulated exchange, such as conventional share and commodity trading. You may incur losses in addition to any fees and costs that apply. You will find more about risk factors associated with trading in CFDs in Section 5 of this PDS.

As Bacera is issuing these CFDs, you are not trading on a regulated public exchange but are dealing with Bacera as counterparty to every transaction. Thus, you are exposed to the financial and business risks, including credit risk, associated with dealing with Bacera. That is, if Bacera were to become insolvent it may be unable to meet its obligations to you. You will find more information about risk factors associated with trading in CFDs in Section 5 of this PDS.

1.2 Contact Information

Registered Address: Bacera Co Pty Ltd
Level 1, 12 O'Connell Street
Sydney, NSW 2000
Australia

Business Address: Bacera Co Pty Ltd
Suite 802, Level 8, 99 Mount Street
North Sydney, NSW 2060
Australia

Phone: 61 2 8459 8050
Fax: 61 2 8088 7423

Website: www.bacera.com.au
Email: info@bacera.com.au

1.3 Purpose and Content of this PDS

This PDS seeks to explain our products in a clear, concise and effective manner. Given that CFDs are relatively new investment instruments, you can refer to our glossary located at the end of this PDS to assist you with understanding the terms and concepts involved in CFD trading. Before trading in the products referred to in this PDS you should give consideration to your financial situation, objectives and needs. We recommend that you take all reasonable steps to fully understand the possible outcomes of trades and strategies, and consult independent legal and financial advice in relation to doing business with Bacera. You should also be aware of the risks involved and be satisfied that trading in our products is suitable for you in view of your financial circumstances.

As CFDs are high risk and highly leveraged investments, retail and wholesale investors should only trade in these products if they understand the nature and risks of the trading and can afford losses without adversely affecting their lifestyle. The risk factors associated with trading CFDs are set out further in Section 5 of this PDS.

1.4 Jurisdiction

The law governing all dealings with Bacera Co Pty Ltd is the law of New South Wales, Australia.

Other Jurisdictions

The distribution of this PDS (and any related documents) in jurisdictions outside Australia may be restricted by law and therefore Persons into whose possession this PDS (and any related documents) comes should seek advice on and observe any such restrictions. Failure to comply with relevant legislation may violate those laws. This PDS does not constitute an offer or invitation in relation to a CFD in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

1.5 Information and Representations

Products offered by Bacera are done so solely on the basis of the information and representations contained in this PDS. No other information or representation is authorized nor is any person authorized by Bacera to provide any information to any Client or to make any representations other than the information and/or representations contained in this PDS and the FSG.

1.6 References

Any references made to an Underlying Entity or Underlying Market to which a Bacera product relates are included solely for the purposes of identification. Such references are not to be interpreted as an endorsement of the Underlying Entity or Underlying Market. All Underlying Entities and Markets do not accept responsibility for any statement in this PDS nor undertake any liability in respect of the CFDs provided by Bacera. Bacera does not accept any liability or responsibility for the accuracy or completeness of published public information about any Underlying Entity, Underlying Reference Instrument, or Underlying Market.

1.7 Personal Advice

Bacera only provides general advice. General advice can include information about Bacera products and the underlying markets, and Bacera's opinions about its products. Updates, research reports, and website content do not constitute personal advice. Any information you have requested about Bacera products should only be regarded at general advice. Bacera does not provide personal advice.

Please consult your personal financial adviser if you require personal financial advice specific to your particular financial situation, objectives or needs. Investors and traders should obtain professional financial advice based on their own particular circumstance before making an investment decision based on the general advice provided by Bacera. In addition, you should obtain independent financial, legal, and taxation advice concerning this PDS and any other future dealings with Bacera.

1.8 Examples

For specific examples of CFD trades, please visit www.bacera.com.au. Any example utilized in this PDS or the website is provided for educational purposes only. The examples use figures which attempt to demonstrate how Bacera CFD products work. The figures are not intended to reflect possible performance of particular CFD products. The examples contained within this PDS or our website do not constitute general or personal financial product advice to any person reading this PDS.

1.9 Regulatory Guide 227

Regulatory Guide 227 (RG227) issued by ASIC sets out 7 disclosure benchmarks for over the counter contracts for difference. Product Disclosure Statements must address the benchmarks on an "if not, why not" basis. The table below set out Bacera Co Pty Ltd.'s disclosure against the benchmarks for this PDS:

Benchmark	Meets RG 227 Requirements?	Explanation
1. <i>Client Qualification</i>	Yes	Bacera assesses a potential client's qualifications and trading experience during the account opening process. Potential clients are required to read this PDS and declare they understand the risks involved in opening a CFD trading account with Bacera.
2. <i>Opening Collateral</i>	No	This benchmark requires an issuer to only accept cash or cash equivalents (such as credit cards) as opening collateral when establishing an account.

		<p>Bacera accepts cash and credit cards. While Bacera does not encourage trading using borrowed funds, we realize the additional funding option is appreciated by our clients. To limit fraud risk, Bacera imposes a limit of \$1,000 AUD on initial account funding done via credit card, and we also limit overall credit card funding to \$5,000 AUD per month. Please note that exceptions may apply.</p> <p>You should be aware that trading on leverage with borrowed money exposes you to greater credit risks and cash flow risks. This includes the risk of 'double leverage'.</p>
3. <i>Counterparty Risk – Hedging</i>	Yes	Bacera maintains a written policy to manage its exposure to market risk from open positions. See Product Disclosure Statement Section 5.3 (“Bacera as a Counterparty”) for more information.
4. <i>Counterparty Risk – Financial Resources</i>	Yes	Bacera maintains and applies policies to ensure that it meets the financial requirements of a holder of an Australian Financial Services License. See Product Disclosure Statement Section 5.2 (“Bacera as Market Maker”) for more information. Copies of Bacera’s latest audited financial statements and risk management procedures are available to prospective client upon request.
5. <i>Client Money</i>	Yes	Bacera has a well-defined Client Money policy and holds client money in segregated trust accounts with an authorized deposit-taking institution. Bacera does not use client money for any purpose, including meeting obligations incurred by us when hedging with other counterparties or meeting the trading obligations of other clients. See Product Disclosure Statement Section 2.13 (“Client Funds”) for more information.
6. <i>Suspended or halted underlying assets</i>	Yes	Bacera does not allow trading in positions when there is a trading halt in an Underlying Asset or Underlying Market. Please also note that Bacera reserves the right to change

		the margin requirement on a position or close-out a position. For more information regarding Bacera's discretion, please refer to Product Disclosure Statement Section 2.21 of this PDS.
7. <i>Margin Calls</i>	Yes	<p>Bacera's Dealing Department will attempt to notify the client before a Margin Call occurs with a notification in the Mailbox function on the Bacera ProTrader trading platform. The notification will be sent when the client's account equity is nearing Margin Call levels.</p> <p>Please note that while Bacera will make an effort to notify you as soon as possible, we can not guarantee that positions will not be liquidated in situations where market conditions are extremely volatile. Bacera recommends that you use the Bacera ProTrader trading platform as the primary means of monitoring and managing your margin obligations.</p> <p>You are responsible for monitoring your account at all times. Please see Product Disclosure Statement Section 2.17 ("Margin Call") for more information.</p>

2 CFD DEALING WITH BACERA

2.1 Description

CFDs are specialized Over-the-Counter (OTC) financial products that allow investors to trade with reference to a variety of different financial markets. CFDs are an agreement between two parties which allow you to make a profit or loss by reference to fluctuations in the price of an underlying asset or other instrument without actually owning the underlying asset. Because the value of the CFD is in part derived from the value of the underlying asset, a CFD is a derivative product.

2.2 Key Features of CFDs

- Contracts are non-deliverable. Contracts either remain open until the position is closed or when the underlying reference asset expires.
- Contracts are traded off-exchange, between the Client and Bacera.
- Contracts are non-transferrable; CFDs bought from Bacera cannot be sold to another broker, trader, or market maker.
- A CFD broadly replicates the price movement of the underlying asset. However, prices quoted on Bacera's trading platform may differ from the price of the underlying asset on the open market.
- CFDs offered by Bacera are not standardized. The terms of a CFD are individually tailored to the particular requirements of Bacera and the client. CFDs are subject to minimum contract values.
- Because you do not own the underlying asset itself, you have none of the rights with associated with owning the underlying asset.

2.3 Issuer

The CFD contracts mentioned in this PDS are issued by Bacera Co Pty Ltd.

Bacera offers CFDs based on the following Underlying Reference Instruments:

- Foreign Exchange CFDs
- Precious Metals CFDs
- Commodity CFDs
- Index Futures CFDs
- Spot Index CFDs

- Share CFDS

2.4 Opening an Account with Bacera

Prospective Clients can choose from three different account options:

- Individual Account
- Joint Account
- Corporate Account

Before choosing an account, prospective Clients must read this PDS in its entirety, as well as Bacera's FSG. These documents can be provided in paper form, or are available at our website www.bacera.com.au.

Clients will have to acknowledge on their Client Agreement that they have read and understood the PDS and FSG in full. Clients will also be required to sign a PDS and FSG Acknowledgment Form (available in their native language), which verifies they have read and understood the PDS and FSG.

The Client Agreement requires you to disclose personal information. You should refer to the Privacy Statement in Section 8 of this PDS which explains how Bacera collects, protects, and uses personal information.

2.5 Account Denominations

Client accounts are maintained in either AUD or USD, known as the "base currency". Clients will have their base currency defaulted to AUD if they do not nominate a different base currency.

All your profits, losses, Rollover Charges ("Swap Rates") and Benefits in relation to a CFD are denominated in the currency of the account.

All cash balances and unrealized profits and losses shown in your account will be converted into your base currency using the applicable Bacera prices for Forex CFDs in the relevant cross-currencies at the relevant time in order to calculate your total equity in the base currency of your account.

2.6 Account Balances

There is usually a minimum account opening deposit of \$300 AUD. This may be varied at Bacera's discretion from time to time to accommodate Client requests. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.) The minimum balance for an account to remain open is \$100 AUD.

A negative balance may occur when a Price Gap occurs before a Stop Out is executed, thus resulting in a negative account balance. Bacera reserves the right to pursue these negative balances at our discretion. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

2.7 Equity

Total Equity is the aggregate of the current cash balance in a Client's account and the current unrealized profits and losses on open positions.

Free Equity is the Client's Total Equity less their current Total Margin Requirement. The Free Equity is the amount the Client may withdraw from their account or use to cover additional margin requirements.

The Maintenance Margin, or Total Minimum Equity, required to maintain open positions is 100% of the Total Initial Margin invested for all open positions.

2.8 CFD Trading

A Contract for Difference, or CFD, is an agreement which allows Clients to make a profit or loss from fluctuations in the price of an Underlying Reference Instrument, such as a commodity or index. CFD traders must remember that they do not own the Underlying Reference Instrument or trade it on an exchange by owning a CFD.

By entering into a CFD with Bacera, the Client is either entitled to be paid or required to pay an amount of money based on the price fluctuations of the CFD. The amount of profit or loss made on a CFD trade will be the net of:

- The difference between the price of the CFD when the position is opened and the price of the CFD when the position is closed;
- Any adjustments made in respect of the CFD;
- Any Mark-up payable in respect of the CFD; and
- Any Rollover Charges and Rollover Benefits relating to the CFD

Trading Bacera products is done "over-the-counter" (OTC), meaning that you do not trade in a Bacera CFD through an exchange or market. Instead, the transaction is conducted solely between the Client and Bacera, which is the CFD provider.

2.9 Charges & Costs

The common fees and charges when dealing in CFDs with Bacera may include any or all of the following:

- Rollover Charges calculated at Bacera's Rollover Rates
- Exchange fees
- Administration charges
- Commission fees on certain CFD instruments

In addition, Bacera will apply a bid/ask spread in respect of its CFDs, which will also affect the profits or losses you make when dealing in CFDs.

Bacera is a CFD provider in transactions with our Clients, and we are remunerated for our services through the bid/ask spread that is incorporated in our prices.

When you enter into a contract with Bacera, you will be required to pay an Initial Margin and may be required to sustain a proper amount of Maintenance Margin in the event of adverse market movements against your position. Such payments are not costs but are cleared funds deposited by the Client and required by Bacera to cover our risk and as security for the Client's obligations.

The Margin amounts are payable into the Bacera Client account and are held, used and withdrawn in accordance with the Corporations Act 2001 requirements and our agreed Terms and Conditions. All interest that may accrue on the Client funds account is kept by Bacera.

Clients may incur fees for wire and credit card transactions. Please consult your Bacera representative regarding these fees. These transaction fees are subject to change at any time.

2.10 Opening a Position

Clients may open CFD positions in two ways:

1. By telephoning Bacera's Dealing Department at +61-2-8014-7558; or
2. Using Bacera's online trading platform on a personal computer with an internet connection.

Bacera will not accept Client orders or instructions through any other means, such as email or online messenger programs.

A position is opened by either buying (longing) or selling (shorting) a CFD contract on the online trading platform or through the Dealing Department. A trader buys or goes "long" on a CFD when they expect that the price of the Underlying Reference Instrument will rise. A trader sells or goes "short" on a CFD when they expect that the price of the Underlying Reference Instrument will drop.

Bacera has the right to limit the size of your open positions, whether on a net or gross basis under any appropriate circumstances as determined by Bacera. Typically Bacera limits its Clients to 20 net open positions at any given time. The limit on positions is meant to maintain liquidity and limit risk overexposure on Bacera's part.

Bacera also has the right to refuse any request made by you to place an order to establish a position at any time at Bacera's discretion without prior notice. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

2.11 Closing a Position

To close an open CFD position, a Client would execute an equal and opposite transaction in the same CFD contract.

2.12 Account Statements

Electronic Delivery of Confirmations and Statements

When you execute a CFD transaction with Bacera, a confirmation of the executed trade will appear in the online trading platform. Daily and monthly statements will also be made available to you through the online trading platform following their respective trading periods. You may print these daily and monthly statements for your records. Bacera does not mail paper statements by post to Clients.

Daily Statements

Following Bacera's nominated end of business day time, provided you have dealt or have an open position, we will produce an electronic daily statement which will be made available on the online trading platform.

Daily Statements include:

- Your executed CFD trades for that date;
- Your open CFD positions valued using the mid-closing rate or last price for that date;
- Profit and loss for that day per CFD in the currency of the Underlying Reference Instrument;
- Rollover Charges, Rebates and any other charges applied to your account on that date;
- Rollover Benefits and any other Benefits applied to your account on that date;
- Your financial position per currency ledger on your account; and
- A summary of your financial position in your accounts nominated base currency.

Monthly Statements

At the close of the last business day of each month, Bacera will produce an electronic version of your monthly statement which will be available on the online trading platform.

Monthly Statements include:

- Your executed CFD trades for that month;
- Your open CFD positions valued using the mid-closing rate or last price for that month;
- Profit and loss for that month per CFD in the currency of the Underlying Reference Instrument;
- Rollover Charges, Rebates and any other charges applied to your account for that month;
- Rollover Benefits, and any other Benefits applied to your account for that month;
- Your financial position per currency ledger on your account;
- A summary of your financial positions in your accounts nominated base currency.

Additional Information Regarding Statements

You may print these daily and monthly statements for your records. Bacera does not normally mail paper statements by post to Clients.

Your report will provide you with information regarding your account balance, open/closed positions, withdrawals/deposits, interest, Rebates, adjustments, trading profit/loss, floating profit/loss, equity, margin requirements, and usable margin.

It is very important that you check all the contents of your reports in detail and notify Bacera within 2 business days if you feel there are any errors and/or discrepancies on your reports. After 2 business days, any corrections and/or adjustments to any errors or discrepancies will be made solely at the discretion of Bacera. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

2.13 Client Funds

Any money that you deposit with Bacera will be segregated from Bacera money. This money does not constitute a loan to Bacera.

Bacera has the right to:

- Withdraw, deduct or apply any amounts payable by you to Bacera and/or any associate of Bacera from Clients funds held in any segregated account or invested by Bacera, including, without limitation making a payment for, or in connection with, the margining, adjusting or settling of dealings in CFDs entered into by you or the payment of Rollover Charges, or interest to Bacera, with all such amounts belonging to Bacera; and/or
- Pay, withdraw, deduct or apply any amounts from Client funds held in any segregated account or invested by Bacera as permitted by the Australian Client Money Rules. Please refer to Part 7.8 Division 2 and Regulation 7.8.01 of the 2001 Corporations Act.

Where any monies have been withdrawn from a segregated account as permitted by the Australian Client Money Rules, we are entitled to use such monies in our business from time to time, including for the payment of amounts to our counterparties. Your funds may be co-mingled into one or more segregated accounts with other Bacera Client funds.

We are also obliged to pay any monies due to you in relation to dealings in CFDs into a segregated account. Those obligations to you under the CFDs are unsecured obligations, meaning that you are an unsecured creditor of Bacera. However, some protections are afforded to Clients by the Australian Client Money Rules.

The Australian Client Money Rules provides that in the event that Bacera loses its AFS License, becomes insolvent, merges with another AFS Licensee or ceases to carry on some or all of the activities authorized by the AFS License, Client money held Bacera, and investment of Client money, will be dealt with as follows:

- Money in the segregated Client accounts are held for the persons entitled to it, and is payable in the order set out below;
- If money in the segregated Client accounts is invested, the investment is likewise held for each person entitled to money in the account; and
- Money in the segregated Client accounts is to be paid in the following order:
 - Money that has been paid into the accounts in error;
 - Payment to each person who is entitled to be paid money from the accounts;

- If the money in the segregated Client accounts is not sufficient to be paid in accordance with the above, the money in the accounts must be paid in proportion to the amount of each person's entitlement; and
- If there is money remaining in the accounts after payments made in accordance with the above, the remaining money is payable to Bacera.

2.14 Pricing

The CFD prices at which you trade CFDs with Bacera are determined taking into account the prices of the Underlying Reference Instrument to which CFDs relate. However, the bid/ask prices quoted by Bacera for its CFDs may not be the same as those of the Underlying Reference Instrument in the Underlying Market.

Bacera does not provide you with access to prices in the Underlying Market or market information in relation to the Underlying Market on our online trading platform. Accordingly, it is for you to access such information from other sources, and decide whether you wish to deal in the CFD with Bacera or directly in the Underlying Reference Instrument in the Underlying Market.

Bacera's prices for Precious Metals and Forex CFDs are based on the Interbank Rate prices of the constituent Underlying Reference Instrument, calculated by Bacera by applying the Bacera spread to the Interbank Rate.

Bacera's prices for Commodity CFDs are based on the last traded price of the Underlying Reference Instrument, which is a futures contract, with the application of the Bacera spread.

Bacera's prices for Index Futures CFDs are based on the price of the Underlying Reference Instrument, which is a futures contract based on the Equity Index, and the application of the Bacera spread.

Bacera's prices for Spot Index CFDs are based on the price of the Underlying Reference Instrument, which is a futures contract based on the Equity Index, and the application of the Bacera spread.

2.15 Swap

CFD positions held after a specific time that is designated as the "end of the trading day" by Bacera may cause a Swap Charge or Credit applied to the Client's account according to the total notional value of the positions and the relevant Swap rate. If a CFD position is settled before the end of the trading day, no Swap Charge or Credit will be paid or received.

2.16 Margin Obligations

When you open a CFD position with Bacera you need to have sufficient Total Equity in your Bacera trading account to satisfy the Margin Requirements for the relevant number of CFDs. When you enter into a CFD with Bacera and while that transaction remains open you need to have sufficient Maintenance Margin deposited in your account to satisfy the Maintenance Margin amount for the relevant number of CFDs you hold. You should refer to the current Margin Requirements which are listed on the Bacera website, www.bacera.com.au.

Please refer to Section 3 of this PDS for more detailed information regarding your margin obligations to Bacera, as well as a list of the Margin Requirements for CFDs at the date of this PDS. Bacera may alter your Margin Requirements for various types of CFDs based on the discretions mentioned in Section 2.21 of this PDS.

2.17 Margin Call

If your open CFD positions move against you and you do not have enough Maintenance Margin to maintain your positions, your account will be placed on Margin Call and all positions will be triggered for liquidation or closing out by the ProTrader platform at the next available price. Bacera's trading platform will automatically liquidate all opened orders when client's Total Equity balance falls below 100% of the Initial Margin Requirement for open positions. The Margin Call process is entirely electronic.

Bacera's Dealing Department will attempt to notify the client before a Margin Call occurs with a notification in the Mailbox function on the Bacera ProTrader trading platform when the client's account equity is at or near 130% of the Initial Margin Requirement for open positions. Please note that while Bacera will make every effort to notify you as soon as possible, we can not guarantee that positions will not be liquidated in situations where market conditions are extremely volatile.

Bacera recommends that you use the Bacera ProTrader trading platform as the primary means of monitoring and managing your margin obligations. You are responsible for monitoring your account at all times. It is the Client's responsibility to actively monitor and manage their open positions, ensuring that they meet their Maintenance Margin Requirements. It is also the responsibility of the Client to ensure they are aware of any changes to the Margin Requirement or where Maintenance Margin is running low.

The Client may increase the amount of Maintenance Margin in their account by closing out one or more of their open positions or deposit additional funds into their account. If they choose to deposit additional funds, these additional funds must be cleared funds before will be available in the Client's trading account. These steps may not be necessary if there is an increase in the value of the Client's open positions due to price fluctuations.

2.18 Margin Requirement Adjustments

Bacera may alter Margin Requirements of any CFD position at any time at its discretion. This will retroactively alter your existing Total Margin Requirement if you entered into a position before the adjustment. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

Changes in Margin Requirements will be announced in the Notices Section of Bacera's website and via e-mail in advance of the change. A supplementary PDS will also be published.

Please note that AUD denominated trading accounts may or may not have Margin Requirements calculated using the current Bacera AUD/USD cross rate price, and not a fixed AUD amount.

2.19 Payments and Withdrawals

Clients may deposit funds by credit card or telegraphic transfer. All funds must be cleared funds before they can be made available for you to use in dealing in CFDs. Bacera will not accept funds from any third party.

Funds deposited via credit cards may not be withdrawn within 30 calendar days of being deposited.

Clients may withdraw funds from their account by sending Bacera a completed and signed Withdrawal Request Form specifying personal details, account number, the amount of the withdrawal and the method of payment. If you do not wish to close your account, you will need to maintain the Minimum Total Equity balance that Bacera requires you to hold in your account. The Minimum Total Equity balance is specified in Section 2.6.

The Withdrawal Request Form is available for download online at our website (www.bacera.com.au) under the Resources tab. Withdrawal Request Forms can be submitted to Bacera via fax, email scan, or paper mail.

Further, Bacera may at its discretion withhold any payments if:

- Open positions on your account show notional losses;
- Bacera reasonably considers that funds may be required to meet any current or future Margin Requirements on open positions;
- You have any contingent liability to Bacera or to any of its associates in respect of any other account you have opened with them;
- Bacera reasonably determines that there is an unresolved dispute between you and Bacera; and/or
- Bacera considers it necessary or desirable to enable Bacera to comply with regulatory/legal obligations;
- Bacera determines that your trading is in breach of any terms of the Client Agreement.

Bacera will not pay funds to any third party. Withdrawals will only be sent to a banking account via telegraphic transfer. Withdrawals will not be credited back to credit cards. Funds requested for withdrawal will only be paid to a banking account in the same name as the account held with Bacera. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

2.20 Stop Out

If open CFD positions move against you and your Total Equity balance falls below your Maintenance Margin Requirement, which is 100% of Initial Margin for all open positions, your trading account will experience a Stop Out transaction.

When a Stop Out occurs, Bacera's online trading platform automatically closes open positions in order to restore your Total Equity balance to the required Maintenance Margin. Clients will have all positions closed when Client's Total Equity falls below the Maintenance Margin Requirement.

The best way a Client can avoid a Stop Out is to practice their due diligence in monitoring their account activity and the performance of their open CFD positions, and deposit funds before the possibility of a Stop Out occurs. The Client can review his account balance and open positions on his online trading platform.

Additional Margin funds can be deposited into trading accounts via the funding instructions located under the Resources tab on our website (www.bacera.com.au). Please note that only funds that have deposited and confirmed (cleared funds) will be applied to account balances.

2.21 Discretions

Bacera may exercise a variety of discretions in respect of your trading in CFDs. In exercising such discretions, Bacera will have regard to its commercial objectives, which will include:

- Maintaining its reputation as a product issuer;
- Responding to competitive market forces;
- Managing all forms of risk including but not limited to operational risk and market risk.
- Complying with its legal obligations as a holder of an Australian Financial Services license.

Bacera exercises its discretion in a wide range of circumstances (extreme market volatility, natural disasters, hardware/platform failure, etc.) including where Bacera changes its fees/rates, calculates a Currency Index and accepting to deal in CFDs with you. Where we increase fees/rates, we will issue a new or supplementary PDS. New information for other non-material changes will be placed on our website at www.bacera.com.au. Bacera at its discretion may quote different prices, and charge Rebates, Finance Charges, Rollover Charges, and other charges at different rates, to different Clients. Clients will be quoted competitive market rates at all times taking into account the number of trades the Client executes, the volume of the trades, and the frequency of the trades. Again rates will at all times be competitive but discretion may allow for fees and charges to be reduced or waived.

Bacera may also change the way a CFD price is calculated, change a Bid or Ask price, change Margin Requirements, place a Margin Call, close some or all of your positions, determine what a materially incorrect CFD price is, limit the size and number of your open positions, limit the size of your account balance, liquidate some or all of your open positions, and accept, amend, cancel or reject your order. In addition, when there is a trading halt over the underlying asset, or trading in the underlying asset has otherwise been suspended in accordance with the rules of the relevant market, you will not be able to open new positions on all affected instruments. Directors authorize management in regards to the adjustment of prices, Rebates, charges, etc.

The use of management's discretion is reviewed on a regular basis. When you open an account with Bacera you agree that we are not under any obligation to exercise any discretion in your interest or for your benefit. Where we exercise our discretions, Bacera give you written notice of our decision, where required by law.

2.22 Transactions Are Non-Transferrable

As each CFD you enter into with Bacera is a transaction between you and us and is not traded on an exchange or market, you will not be able to transfer or assign the CFD to any other person.

2.23 Chart Prices v. Market Watch Prices

The pricing displayed in the Bacera ProTrader's Chart Window and Tick Chart functions is based on the spread settings for Bacera's Standard Account only. Chart Window and Tick Chart pricing can not be changed to reflect the spread settings for Pro Accounts or other special spread arrangements. Pro Account spreads and other special spread arrangements are reflected in the pricing displayed in the Market Watch.

3. CFD CONTRACT SPECIFICATIONS

3.1 Types of CFDs Issued by Bacera

Bacera offers Clients the following CFD products:

- Forex CFDs
- Precious Metals CFDs
- Commodity CFDs
- Index Futures CFDs
- Spot Index CFDs
- Share CFDs

Please note that Bacera may alter your Margin Requirements or the Spread for various types of CFDs based on the discretions mentioned in Section 2.21 of this PDS. The most current and comprehensive CFD contract specifications are continuously updated on our website, www.bacera.com.au.

3.2 Forex CFDs

<u>Instrument Name</u>	<u>Standard Spread*</u>	<u>Margin Requirement</u>	<u>Standard Contract Size</u>	<u>Trading Hours</u>	<u>Commission</u>
AUD/CAD	3.3	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
AUD/CHF	3.1	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
AUD/JPY	2.6	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
AUD/NZD	3.1	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
AUD/USD	1.9	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
CAD/CHF	3.1	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
CAD/JPY	2.7	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
CHF/JPY	3.2	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
EUR/AUD	3.3	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
EUR/CAD	3.3	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
EUR/CHF	2.6	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A

EUR/GBP	2.4	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
EUR/JPY	2.2	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
EUR/NZD	5.8	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
EUR/USD	1.7	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
GBP/AUD	3.5	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
GBP/CAD	4.5	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
GBP/CHF	3.9	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
GBP/JPY	3.2	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
GBP/NZD	5.8	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
GBP/USD	2.1	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
NZD/CAD	4.5	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
NZD/CHF	3.5	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
NZD/JPY	3.4	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
NZD/USD	2.7	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
USD/CAD	2.5	500 USD	100,000 Units of the Bas Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
USD/CHF	2.7	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A
USD/CNH	17.5	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	50 AUD
USD/JPY	1.8	500 USD	100,000 Units of the Base Currency	22:01 GMT Sunday - 20:55 GMT Friday	N/A

Rollover Time: 21:00 Daily

** Please note Bacera Co Pty Ltd reserves the right to widen or tighten spreads on all products at its own discretion, in response to trading conditions and market risk.*

The above Trading Hours are for US Daylight Savings Time "On". Bacera's Trading Hours may change to reflect the observance of Daylight Savings time in the United States. Any change to Bacera's Trading Hours will be announced on our website, www.bacera.com.au.

Forex CFDs Swaps

A forex swap rate is defined as an overnight or rollover interest (that is earned or paid) for holding positions overnight in foreign exchange trading. A swap rate charge is determined based on the interest rates of the countries involved in each currency pair and whether the position is short or long. In any one currency pair, the interest is paid on the currency sold and received on the currency bought. Details of rollover rates are updated on Bacera's website.

Please note that all open positions at the close of business on Wednesday incur a 3 day rollover debit/credit, and bank holidays will affect the number of days that a position is rolled forward. Swap rates posted in our PDS and on our website are indicative rates and are subject to change based upon market volatility.

For the latest Swap rates please see the Bacera ProTrader Trading Platform. To view rates select:

- View > Market Watch
- Then Right Click on the Market Watch and select Symbols
- Then choose the CFD Product you wish to check and select Properties.

Expiration Dates

All Forex CFDs will remain open until such time the client closes the position(s) or there is insufficient Maintenance Margin to support the open position. In this instance the open position(s) will be automatically closed by Bacera.

3.3 Precious Metals CFDs

<u>Instrument Name</u>	<u>Standard Spread</u>	<u>Margin Requirement</u>	<u>Standard Contract Size</u>	<u>Trading Hours</u>	<u>Break Time</u>	<u>Commission</u>
Gold	50	500 USD	100 oz.	22:01 GMT Sunday - 20:45 GMT Friday	21:00 – 22:01 GMT Daily	N/A
Silver	4	1000 USD	5000 oz.	22:01 GMT Sunday - 20:45 GMT Friday	21:00 – 22:01 GMT Daily	N/A

Rollover Time: 21:00 Daily

The above Trading Hours are for US Daylight Savings Time "On". Bacera's Trading Hours may change to reflect the observance of Daylight Savings time in the United States. Any change to Bacera's Trading Hours will be announced on our website, www.bacera.com.au.

Precious Metals CFDs Swaps

All open metal positions are rolled to the next trading day. Depending on whether you are long (buy) or short (sell) you will either be debited or credited rollover interest on a daily basis. Details of rollover rates are updated on Bacera's website.

Please note that all open positions at the close of business on Wednesday incur a 3 day rollover debit/credit, and bank holidays will affect the number of days that a position is rolled forward. Swap rates posted in our PDS and on our website are indicative rates and are subject to change based upon market volatility.

For the latest Swap rates please see the Bacera ProTrader Trading Platform. To view rates select:

- View > Market Watch
- Then Right Click on the Market Watch and select Symbols
- Then choose the CFD Product you wish to check and select Properties.

Expiration Dates

All Precious Metals CFDs will remain open until such time the client closes the position(s) or there is insufficient Maintenance Margin to support the open position. In this instance the open position(s) will be automatically closed by Bacera.

3.4 Commodity CFDs

<u>Instrument Name</u>	<u>Standard Spread</u>	<u>Margin Requirement</u>	<u>Standard Contract Size</u>	<u>Trading Hours</u>	<u>Break Time</u>	<u>Commission</u>
Copper	30	500 USD	25000 lbs	22:01 GMT Sunday - 20:00 GMT Friday	21:00 – 22:01 GMT Daily	N/A
US Crude Oil	4	500 USD	1000 barrels	22:01 GMT Sunday - 20:00 GMT Friday	21:00 – 22:01 GMT Daily	N/A
Natural Gas	10	500 USD	10000 MMBtu	22:01 GMT Sunday - 20:00 GMT Friday	21:00 – 22:01 GMT Daily	N/A
Corn	200	1000 USD	5000 Bushels	Monday to Friday Daily 00:01 GMT - 18:00 GMT	12:30 – 13:31 GMT Daily	N/A
Wheat	200	1000 USD	5000 Bushels	Monday to Friday Daily 00:01 GMT - 18:00 GMT	12:30 – 13:31 GMT Daily	N/A
Soybean	200	1000 USD	5000 Bushels	Monday to Friday Daily 00:01 GMT - 18:00 GMT	12:30 – 13:31 GMT Daily	N/A

Rollover Time: 21:00 Daily

The above Trading Hours are for US Daylight Savings Time “On”. Bacera’s Trading Hours may change to reflect the observance of Daylight Savings time in the United States. Any change to Bacera’s Trading Hours will be announced on our website, www.bacera.com.au.

Expiration Dates

Specific Start Dates and Expiration Dates for Commodity CFDs are continuously updated on our website, www.bacera.com.au. In order to avoid price volatility, Bacera's expiration date may not coincide with expiration dates of physical exchanges. Clients that hold an open position on the Bacera Expiration Date will have their position(s) closed out at our bid /offer price at 20:00 GMT (US Daylight saving time). The new contract will be opened after the break time.

3.5 Index Futures CFDs

<u>Instrument Name</u>	<u>Standard Spread</u>	<u>Margin Requirement</u>	<u>Contract Size</u>	<u>Trading Hours</u>	<u>Break Time</u>	<u>Commission</u>
S&P 500 Mini	100	1000 USD	50 USD * S&P 500	22:01 GMT – 20:00 GMT Daily	20:00 GMT – 22:01 GMT Daily	N/A
NASDAQ 100 Mini	200	1000 USD	20 USD * NASDAQ	22:01 GMT – 20:00 GMT Daily	20:00 GMT – 22:01 GMT Daily	N/A
Dow Jones Mini	5	1000 USD	5 USD * DJI	22:01 GMT – 20:00 GMT Daily	20:00 GMT – 22:01 GMT Daily	N/A
Nikkei 225	15	1000 USD	5 USD * Nikkei	22:01 GMT – 20:00 GMT Daily	21:00 GMT – 22:01 GMT Daily	N/A

Rollover Time: 21:00 Daily

The above Trading Hours are for US Daylight Savings Time “On”. Bacera’s Trading Hours may change to reflect the observance of Daylight Savings time in the United States. Any change to Bacera’s Trading Hours will be announced on our website, www.bacera.com.au.

Expiration Dates

Specific Start Dates and Expiration Dates for Index Futures CFDs are continuously updated on our website, www.bacera.com.au. In order to avoid price volatility, Bacera's expiration date may not coincide with expiration dates of physical exchanges. Clients that hold an open position on the Bacera Expiration Date will have their position(s) closed out at our bid /offer price at 20:00 GMT (US Daylight saving time). The new contract will be opened after the break time.

3.6 Spot Index CFDs

<u>Instrument Name</u>	<u>Standard Spread</u>	<u>Margin Requirement</u>	<u>Standard Contract Size</u>	<u>Trading Hours</u>	<u>Break Time</u>	<u>Commission</u>
AUS 200	20	500 AUD	1 AUD * AUS 200	23:01 GMT – 20:45 GMT Daily	05:30 GMT – 06:31 GMT Daily 20:45 GMT – 23:01 GMT Daily	N/A

Rollover Time: 21:00 Daily

The above Trading Hours are for AU Daylight Savings Time “On”. Bacera’s Trading Hours may change to reflect the observance of Daylight Savings time in Australia. Any change to Bacera’s Trading Hours will be announced on our website, www.bacera.com.au.

<u>Instrument Name</u>	<u>Standard Spread</u>	<u>Margin Requirement</u>	<u>Standard Contract Size</u>	<u>Trading Hours</u>	<u>Break Time</u>	<u>Commission</u>
DAX 30	20	500 EUR	1 EUR * DAX 30	06:01 GMT – 19:45 GMT Daily	19:45 GMT – 06:01 GMT Daily	N/A

Rollover Time: 21:00 Daily

The above Trading Hours are for EU Daylight Savings Time “On”. Bacera’s Trading Hours may change to reflect the observance of Daylight Savings time in the EU. Any change to Bacera’s Trading Hours will be announced on our website, www.bacera.com.au.

Spot Index CFDs Swaps

All open Spot Index positions are rolled to the next trading day. Depending on whether you are long (buy) or short (sell) you will either be debited or credited rollover interest on a daily basis. Details of rollover rates are updated on Bacera’s website.

Please note that all open positions at the close of business on Wednesday incur a 3 day rollover debit/credit, and bank holidays will affect the number of days that a position is rolled forward. Swap rates posted in our PDS and on our website are indicative rates and are subject to change based upon market volatility.

For the latest Swap rates please see the Bacera ProTrader Trading Platform. To view rates select:

- View > Market Watch
- Then Right Click on the Market Watch and select Symbols
- Then choose the CFD Product you wish to check and select Properties.

Expiration Dates

All Spot Index CFDs will remain open until such time the client closes the position(s) or there is insufficient Maintenance Margin to support the open position. In this instance the open position(s) will be automatically closed by Bacera.

3.7 Share CFDs

<u>Instrument Name</u>	<u>Standard Spread</u>	<u>Margin Requirement</u>	<u>Standard Contract Size</u>	<u>Trading Hours</u>	<u>Commission</u>
American Express	5	10%	100	13:31 GMT – 20:00 GMT Daily	20 AUD
Apple	15	10%	100	13:31 GMT – 20:00 GMT Daily	20 AUD
Bank of America	5	10%	100	13:31 GMT – 20:00 GMT Daily	20 AUD
Citigroup	5	10%	100	13:31 GMT – 20:00 GMT Daily	20 AUD
Coca-Cola	5	10%	100	13:31 GMT – 20:00 GMT Daily	20 AUD
Disney	5	10%	100	13:31 GMT – 20:00 GMT Daily	20 AUD

IBM	20	10%	100	13:31 GMT – 20:00 GMT Daily	20 AUD
Intel Corporation	5	10%	100	13:31 GMT – 20:00 GMT Daily	20 AUD
McDonald's	5	10%	100	13:31 GMT – 20:00 GMT Daily	20 AUD
Microsoft	5	10%	100	13:31 GMT – 20:00 GMT Daily	20 AUD

Rollover Time: 21:00 Daily

The above Trading Hours are for US Daylight Savings Time “On”. Bacera’s Trading Hours may change to reflect the observance of Daylight Savings time in the United States. Any change to Bacera’s Trading Hours will be announced on our website, www.bacera.com.au.

Share CFDs Swaps

Please note that all open positions at the close of business on Wednesday incur a 3 day rollover debit/credit, and bank holidays will affect the number of days that a position is rolled forward. Swap rates posted in our PDS and on our website are indicative rates and are subject to change based upon market volatility.

Expiration Dates

All Share CFDs will remain open until such time the client closes the position(s) or there is insufficient Maintenance Margin to support the open position. In this instance the open position(s) will be automatically closed by Bacera.

3.8 Trade Examples

> Forex CFD Profit or Loss Calculation

Client opens a Long position of 1 Lot of USD/JPY at 100.063. After 1 day, the position is closed at 100.145.

Profit/Loss = (Close Price - Open Price) x Contract Size x Lots (x or /) Exchange Rate - Commission - Rollover

$(100.145 - 100.063) \times 100,000 \text{ units} \times 1 \text{ Lot} / 100.145 \text{ JPY} / 0.76 \text{ AUD} = 107.74 \text{ AUD} - 0 \text{ AUD} - 5.48 \text{ AUD} = 102.26 \text{ AUD}$

Rollover = Open Price x Contract Size x Rollover Rate / 360 x Lots (x or /) Exchange Rate

$100.063 \times 100,000 \text{ units} \times -1.5\% / 360 / 100.063 \text{ JPY} / 0.76 \text{ AUD} = -5.48 \text{ AUD}$

> Precious Metals CFD Profit or Loss Calculation

Client opens a Long position of 1 Lot of Gold at 1341.41. After 1 day the position is closed at 1345.56.

Profit/Loss = (Close Price - Open Price) x Contract Size x Lots (x or /) Exchange Rate - Commission - Rollover

$(1345.56 - 1341.41) \times 100 \text{ oz} \times 1 \text{ Lot} / 0.76 \text{ AUD} = 546.05 \text{ AUD} - 0 \text{ AUD} - 4.91 \text{ AUD} = 541.14 \text{ AUD}$

Rollover = Open Price x Contract Size x Rollover Rate / 360 x Lots (x or /) Exchange Rate

$1341.41 \times 100 \text{ oz} \times -1\% / 360 / 0.76 \text{ AUD} = -4.91 \text{ AUD}$

> Oil CFD Profit or Loss Calculation

Client opens a Long position of 1 Lot of Oil at 48.56. After 1 day the position is closed at 49.20.

Profit/Loss = (Close Price - Open Price) x Contract Size x Lots (x or /) Exchange Rate - Commission

$(49.20 - 48.56) \times 1000 \text{ barrels} \times 1 \text{ Lot} / 0.76 \text{ AUD} = 842.11 \text{ AUD} - 0 \text{ AUD} = 842.11 \text{ AUD}$

> Index Futures CFD Profit or Loss Calculation

Client opens a Long position of 1 Lot of Nikkei 225 at 16515. After 1 day the position is closed at 16525.

Profit/Loss = (Close Price - Open Price) x Contract Size x Lots (x or /) Exchange Rate - Commission

$(16525 - 16515) \times 5 \text{ units} \times 1 \text{ Lot} / 0.76 \text{ AUD} = 65.79 \text{ AUD} - 0.00 \text{ AUD} = 65.79 \text{ AUD}$

4 FEES AND CHARGES

Fees and charges when dealing in CFDs may incorporate any or all of the following:

- Commissions/Rebates on CFD trades executed;
- Margin adjustments;
- Rollover Charges at Bacera's Rollover Rates;
- Financing Charges on CFDs
- Exchange Fees;
- Administration Charges.

Fees and charges may change from time to time and in some cases will differ according to whether you are an Australian Client or a foreign Client.

4.1 Commissions on CFD Trades

How is Commission charged?

Commission will be debited from your Account after a CFD order is executed. All Commissions are charged in the currency in which the instrument is denominated. Commission charges are viewable in your account statement at any given time. Commissions owed to Referral Parties are paid on a monthly basis.

Can the Commission change?

You should note that Bacera may change its Commission structure from time to time in which case a new or supplementary PDS will be issued or made available.

What Commission is charged on CFDs?

Commissions on Forex CFD Trades –There is a commission charged on FOREX CFD trades on the USD/CNH instrument. This fee is a flat fee per lot that has been determined at our discretion. The fee is \$50 per lot for USD/CNH trades. There is no other commission charged for other FOREX CFD trades.

Commissions on Share and Index Futures CFD Trades –There is a commission charged on Share and Index Futures CFD trades. This fee is a flat fee per lot that has been determined at our discretion. The fee is \$30 per lot for Index Futures CFD trades and \$20 per lot for Share CFD trades.

Note: Bacera may offer a Client a different Commission rate to those outlined above at its discretion (for example, when a Client trades a certain volume of CFDs). (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

4.2 Swap Charges

You may pay a Swap Charge, which is calculated according to the applicable rate in the Interbank markets (Libor Rate) according to the duration of the period of rollover and the Spread (Swap Rate). These Swap Rates are calculated on an ongoing basis by Bacera.

For the latest Swap rates please see the Bacera ProTrader Trading Platform. To view rates select:

- View > Market Watch
- Then Right Click on the Market Watch and select Symbols
- Then choose the CFD Product you wish to check and select Properties.

4.3 Administrative Charges

All charges are inclusive of GST (where applicable).

Function	Domestic Client Fee	Foreign Client Fee
<u>Withdrawals</u>		
Telegraphic Transfer	Free (Minimum Required)	20.00 USD
<u>Deposits</u>		
USD Telegraphic Transfer	Free (Minimum Required)	Free (Minimum Required)
AUD Telegraphic Transfer	Free (Minimum Required)	Free (Minimum Required)
Credit Card (See Terms Below)	Free	Free

Administrative Charges are subject to change at Bacera's Discretion. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

Credit Card Funding Processing Time

Credit Card deposits made by Bacera Co Pty Ltd clients are processed Merchant Warrior, a third-party credit card transaction processor. Pursuant to regulatory requirements, transactions made via Merchant Warrior may require up to 1-2 business days to be credited to your Bacera trading account. However, please note that in some cases, delays in processing may occur which may result in longer processing times.

Credit Card Verification

All credit card deposits are subject to approval. Deposit limits and other restrictions apply. Initial deposits made with a credit card upon request may require a recent statement or a copy of the card to confirm ownership. The cardholder's first and last name, as well as the last four digits of the card, must be legible in order for the statement/card to be acceptable.

Minimum Credit Card Deposit

The minimum deposit for use of our online system is \$300 AUD.

No Third Party Payments

Bacera does not accept funds for any trading account via a third party. We can neither guarantee the receipt, nor the return of such payments. Please keep in mind that restrictions on third party payments are set by banks and Australian authorities, which have developed extensive procedures, regulations, and laws to stop the transfer of illegal funds, commonly known as money laundering.

Withdrawal Restrictions

Funds deposited via credit card are eligible for withdrawal only after 30 business days from date of deposit. Please note that if a client opens and funds an account with Bacera, and closes the account without initiating trade activity, the Client will be liable for all transaction fees accrued in the process of remitting funds.

5 SIGNIFICANT RISKS INVOLVED IN DEALING CFDS WITH BACERA

Carefully consider whether dealing in CFDs is appropriate for you in the light of your financial circumstances. In deciding whether or not you wish to become involved in dealing in CFDs with Bacera, you should be aware CFDs are speculative products that are highly leveraged and carry significantly greater risk than non-geared investments (such as share trading), and you could lose large amounts of money. You may sustain losses in excess of the money you initially deposited and also in excess of the Margin required to establish and maintain a CFD position with Bacera. A negative balance may occur when a Price Gap occurs before a Stop Out is executed, thus resulting in a negative account balance.

Make sure you have fully read and understand the PDS and FSG before considering opening an account with Bacera. It is advisable to seek independent financial, legal, taxation, and other professional advice if necessary.

5.1 Trading Off-Exchange

CFD contracts traded with Bacera are done so 'off-exchange', meaning they are not traded on a licensed market, and are not protected by the rules and laws that govern a traditional regulated exchange.

5.2 Bacera as a Market Maker

As Bacera issues the CFDs, you are exposed to financial and business risks, including credit risk, associated with dealing with Bacera. That is, if Bacera were to become insolvent it may be unable to meet its obligations to you. In addition, if Bacera were to become insolvent, Clients would become unsecured creditors of Bacera.

Bacera has risk management and compliance systems in place to manage its risks including but not limited to financial, operational and credit risks. Client funds are held with Authorized Deposit-taking Institutions. Bacera has policies for monitoring client positions, margin calls, and liquidations.

Bacera maintains a written policy to ensure it maintains adequate financial resources and complies with the financial requirements of its Australian Financial Services License. The steps that are taken to ensure this include:

- Performing adjusted surplus liquid funds calculations, ensuring that we meet the minimum liquid capital requirement set by ASIC; and
- Performing a daily client equity calculation, ensuring that we hold adequate cash in our client accounts in order to meet our obligations to the client. All client cash is maintained in fully segregated trust accounts, separated from Bacera's operating funds.

Bacera will transfer monies owed to clients (which may include client gains) on a weekly basis to the segregated client trust accounts from Bacera's company offset account.

5.3 Bacera as a Counterparty

Bacera acts as counterparty in all positions opened by Clients and, therefore, acts as the Buyer when a Client sells and the Seller when Client buys. As a result, Bacera's interest may conflict with the Client's interest. Unless otherwise specified in this PDS or other written documents, Bacera establishes the prices at which it offers to trade with the Client, which may differ from the actual trading price of the Underlying Reference Instrument on the market.

The prices Bacera offers might not be the best prices available and Bacera may offer different prices to different Clients. If Bacera elects not to cover its own trading exposure, then Clients should be aware that Bacera may generate more revenue if the market goes against the Client.

Bacera hedges its trading exposure through internal hedging of client positions. Bacera's risk management processes dictate that, if internal hedging does not sufficiently mitigate Bacera's exposure, then offsetting positions will be opened in hedging accounts Bacera maintains at another CFD market maker which holds an Australian Financial Services License.

Before entering a relationship with a new hedging counterparty Bacera undertakes a due diligence process. This process will include a review of a number of key factors that relate to the risk of dealing with the counterparty. These include the counterparty's credit rating, reputation, market presence, funding arrangements, stock availability, trading platforms, reporting processes and fees and charges. Bacera maintains a corporate trading account with FXCM AU, AFSL No. 309763, which may be used for hedging at Bacera's discretion. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

Bacera keeps a policy to ensure it maintains adequate financial resources and complies with the financial requirements of its Australian Financial Services Licence. The steps that are taken to ensure this include performing a daily client equity profit/loss calculation, ensuring that we hold adequate cash in our client trust account in order to meet our obligations to the client. All client cash is maintained in fully segregated trust accounts separate from Bacera's company operating accounts. Bacera will transfer monies owed to clients (which may include client gains) to the segregated trust account (weekly), from company accounts that are solely used to operating cash account.

If you require further information about our financial position or risk management & compliance systems, please contact us at info@bacera.com.au to request a copy of our audited financial statements or risk management procedures.

5.4 Bacera's Discretions

In order to preserve its financial integrity, Bacera reserves the right to exercise several discretions in the event of certain circumstances. For more information regarding these discretions and circumstances, please refer to Section 2.21 of this PDS, where more detailed information is available.

5.5 Volatile Derivative Markets

Derivative Markets can be very volatile, and Clients should be aware that prices on CFDs instruments may fluctuate rapidly over wide ranges. Prices depend on a number of factors including interest rates, supply and demand, and government actions. Clients should keep in mind that during such volatile market conditions Stop-Loss orders may

not be honored at the price requested by the Client. It is possible that the market may “skip” the Stop-Loss order price due to a significant market event. (Refer to 8.6 for more information)

If trading in Underlying Markets is affected by a Force Majeure event, Bacera may use its discretion to suspend the opening and closing of position, limit the size of positions, or refuse orders to establish new positions. These measures would be implemented to limit the risk of illiquidity or over exposure, and may result in a loss to the Client. (For more information regarding Bacera’s discretion, please refer to Section 2.21 of this PDS.)

5.6 Leverage

You should be aware that trading in levered CFDs offered by Bacera is one of the riskiest forms of investment available in the financial markets and may not be suitable for all investors. In deciding whether or not you wish to become involved in dealing in CFDs with Bacera you should be aware that:

- CFDs are speculative products that are highly leveraged and carry significantly greater risk than non-gearred investment products such as share trading and you could lose large amounts of money. You may sustain losses in excess of the Margin Requirement needed to establish and maintain a CFD with Bacera.
- CFD trading carries a high degree of risk, and may not be suitable for all investors. The high degree of leverage can work against you as well as for you. Before deciding to trade CFDs you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment or even more in extreme circumstances (such as Gapping underlying markets) and therefore, you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with trading CFDs, and seek advice from an independent financial advisor if you have any doubts.

5.7 Margin Requirements

Bacera may alter Margin Requirements of any CFD position at any time at its discretion. This will retroactively alter your existing Total Margin Requirement if you entered into a position before the adjustment. (For more information regarding Bacera’s discretion, please refer to Section 2.21 of this PDS.)

Changes in Margin Requirements will be announced in the Notices Section of Bacera’s website and via e-mail in advance of the change. A supplementary PDS will also be published.

5.8 Interest Rate Fluctuations

The interest rate that Clients receive or pay in relation to their balance can be affected by fluctuations in the interest rate specified by Bacera for the currency in which their account is denominated.

5.9 Loss Caused by the Spread

Because of the difference between the buying and selling price of a CFD, the relevant CFD price must move favorably before you can break even. In other words, if the CFD price does not move at all and you close your position, you will make a loss to the extent of the Spread between the Bid/Ask Price and of any charges which have been charged.

Furthermore, the Spread between the Bid/Ask prices may be larger at the time you close out the position than it was at the time you opened it.

5.10 Systems Risk

Bacera's electronic trading system may differ not only from trading in an Open-Outcry Market but also from trading on other electronic trading systems. When a Client opens positions on Bacera's electronic trading system, they will be exposed to risks associated with the system, including but not limited to the failure of hardware, software, price feeds, connectivity with our clearing partners, and connectivity with the Internet. The result of any system failure may be that the Client's order is either not executed according to the Client's instructions, not executed at all, or the order may be rescinded or reversed. Clients receiving a disruption to the ProTrader must call the dealing desk in order to open/close positions. In the event of a disruption that occurs on the Bacera side, you may be unable to trade in a CFD offered by Bacera when you wish and you may suffer a financial loss or opportunity loss as a result.

Since Bacera does not control the configuration of a Client's computer or reliability of their internet connection, the company cannot be responsible for communication failures, distortions or delays when trading online. Bacera does not accept or bear any liability whatsoever in relation to the operation of the Bacera ProTrader, except to the extent that it is caused by fraud or dishonesty on the part of Bacera or its employees, agents or representatives.

ProTrader Closed – Due to the dynamic nature of the financial markets, it is possible that the value of your open positions will change while the trading function of the Bacera ProTrader is closed. In this case, you will not be able to trade in a CFD such as open a new transaction or close out an open transaction until the trading function re-opens. You may suffer a financial loss or opportunity loss as a result.

5.11 Regulatory Changes

Change in taxation and other laws, government, fiscal, monetary and regulatory policies may have an adverse effect on Clients' dealings with Bacera, such as the ability to open an account with Bacera, trade activity/volume, the acceptance of certain Client deposits, etc.

5.12 Stop-Loss Orders

Bacera has a risk management framework within the software supporting the ProTrader which attempts to limit your potential loss to the amount of money you have deposited into your trading account. However, if you have open positions with us your potential loss can be substantial and is not limited to any amount.

Bacera recommends that you do not risk money that you are not in a position to lose and that you implement risk mitigation techniques, such as the use of stop-loss orders. Stop-loss orders assist you in managing your risk by preventing your account from declining below what you are prepared to lose. This type of order is designed to automatically close some or all of your open positions at the best available price once a certain price is reached. A stop-loss order can only be set at a price less favorable than the current price.

Please note that your stop-loss order may be filled at a price inferior to those at which they were originally placed. Bacera will execute a stop-loss order once the offer/bid price has reached the stop-loss order price, or the price offered by Bacera on the ProTrader platform has traded at or through the level at which the stop-loss order was placed.

In some market conditions, the price offered by Bacera on the ProTrader platform will gap through your specified price, and your stop-loss order will be executed at the next available price. Due to the above factors, Bacera does not guarantee that your stop-loss order will be executed at the same price you requested.

5.13 Execution Risk

Slippage - Bacera aims to provide you with the best pricing available and to get all orders filled at the requested rate. However, there are times when, due to an increase in volatility or volume, orders may be subject to what is referred to as “slippage”. This most commonly occurs during fundamental news events or Gapping in underlying markets. The volatility in the market may create conditions where orders are difficult to execute, since the price might be many pips away due to the extreme market movement or Gapping. Execution is subject to available liquidity at any and all price levels. Although you may be looking to execute at a certain price, the market may have moved significantly or liquidity exhausted, in which instance your order would be filled at the next best price or the fair market value.

Execution Delay - A delay in execution may occur for various reasons, such as technical issues with your internet connection to the Bacera servers, which may result in hanging orders. The ProTrader on your computer may not be maintaining a constant connection with the Bacera servers due to a lack of signal strength from a wireless or dialup connection. A disturbance in the connection path can sometimes interrupt the signal, and disable the ProTrader, causing delays in transmission of data between your ProTrader and Bacera’s servers.

Reset Orders – Market volatility creates conditions that make it difficult to execute orders at the given price due to an extremely high volume of orders and/or available liquidity and therefore may be reset. By the time orders are able to be executed, the Bid/Offer price at which Bacera (or its counterparty) is willing to take a position may be several pips away. For Limit Orders, the order would be rejected and reset until the order can be filled.

Hanging Orders - During periods of high volume, hanging orders may occur. This is a condition where an order is not instantly executed. Generally, a Hanging Order is pending review by the Dealing Desk. During periods of heavy trading volume, it is possible that a queue of orders will form. That increase in incoming orders may sometimes create conditions where there is a delay in confirming certain orders.

5.14 Liquidation

Bacera has the right to close out CFD positions without your agreement, in a number of circumstances. Accordingly, you may not be able to anticipate or control the time at which a CFD position is closed out.

For instance, our trading system will automatically place a liquidation order for all of a Client's open position(s) when their Total Equity balance falls below 100% of the Initial Margin required for all open positions. The Client confirms when they sign the Client Agreement that they acknowledge and understand that Bacera has the right to close out Client positions in this instance.

5.15 Mobile Trading

Bacera will make its best efforts to fulfill your trade requests made via the MetaTrader 4 mobile software. However, trading CFDs online with a mobile device, regardless of how convenient or efficient, does carry inherent risks. The risks associated with utilizing a mobile-enabled, Internet-based trading platform include, but are not limited to, the failure of hardware, software, and Internet connection.

Since Bacera does not control all factors in successfully executing trades using the MetaTrader 4 mobile platform, including but not limited to reception or routing of orders via the Internet and configuration of your mobile equipment or reliability of its connection, we cannot be responsible for communication failures, distortions, or delays when trading via the MetaTrader 4 mobile software. Clients should always be ready to utilize another system to trade in case of any unexpected failures.

Client agree to take on the responsibility to learn how to properly use the software and agree to take full responsibility for all consequences of using this software, including but not limited to trades opened and closed prematurely and incorrect orders being executed.

6 BACERA PROTRADER ORDER TYPES

When you request to place one of the types of orders described in this Section, Bacera has absolute discretion over whether or not to accept or execute any such request. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

6.1 Market Order

A Market Order is a commitment to Bacera by the Client to buy or sell a CFD contract at the current price. Execution of this order results in the opening of a trade position. CFDs are either bought at the Ask price and/or sold at the Bid price. Stop Loss and Take Profit orders (described below) can be attached to a Market Order. Execution mode of Market Orders depends on CFDs traded.

6.2 Pending Order

A Pending Order is a commitment by the Client to Bacera to buy or sell a CFD contract at a pre-defined price in the future. This type of orders is used for opening of a trade position provided the future quotes reach the pre-defined level. There are four types of pending orders available in the terminal:

6.2.1 Buy Limit

A Buy Limit Order is executed provided the future 'Ask' price is equal to the pre-defined value. A Buy Limit Order is only valid if the current price level is higher than the value of the Placed Order. Orders of this type are usually placed in anticipation of the CFD price, having fallen to a certain level, will increase.

6.2.2 Buy Stop

A Buy Stop Order is executed provided the future 'Ask' price is equal to the pre-defined value. A Buy Stop Order is only valid if the current price level is lower than the value of the Placed Order. Orders of this type are usually placed in anticipation of the CFD price, having reached a certain level, will keep on increasing.

6.2.3 Sell Limit

A Sell Limit Order is executed provided the future 'Bid' price is equal to the pre-defined value. A Sell Limit Order is only valid if the current price level is lower than the value of the Placed Order. Orders of this type are usually placed in anticipation of the CFD price, having increased to a certain level, will fall.

6.2.4 Sell Stop

A Sell Stop Order is executed provided the future 'Bid' price is equal to the pre-defined value. A Sell Stop Order is only valid if the current price level is higher than the value of the Placed Order. Orders of this type are usually placed in anticipation of the CFD price, having reached a certain level, will keep on falling.

6.3 Take Profit

The Take Profit Order is intended for taking profit on an order when the CFD price has reached a certain level. Execution of this order results in the closing of the position. It is always connected to an Open Position or a Pending Order. The order can be requested only together with a Market or a Pending Order. The Bacera ProTrader checks the Bid price of long positions for the meeting of this order provision, as it does with the Ask price for short positions.

6.4 Stop Loss

This order is used for minimizing losses if the CFD price has started to move in an unprofitable direction. If the CFD price reaches this level, the position will be closed automatically. Such orders are always connected to an Open Position or a Pending Order. The Client can place them only with a Market or a Pending Order. The Bacera ProTrader checks the Bid price of long positions for the meeting of this order provision, as it does with the Ask price for short positions. To automate a Stop Loss Order following the price, one can use the Trailing Stop Order.

6.5 Trailing Stop

A Stop Loss Order is intended to reduce losses when the CFD price moves in an unprofitable direction. If the position becomes profitable, A Stop Loss Order can be manually shifted to a break-even level. To automate this process, a Trailing Stop can be utilized. This tool is especially useful when a CFD price moves strongly in the same direction or if the Client does not wish to monitor the market continuously.

A Trailing Stop is always attached to an Open Position. To set a Trailing Stop, right-click on the Open Position in the 'Terminal' window and highlight 'Trailing Stop'. Then select the desirable value of distance between the Stop Loss level and the current price in the list provided (drop-down list). Only one Trailing Stop can be set for each Open Position.

After the Trailing Stop is set, at incoming of new quotes, the Terminal checks whether the Open Position is profitable. As soon as profit in points becomes equal to or higher than the specified level, a command to place the Stop Loss order will be given automatically. The order level is set at the specified distance from the current price. Further, if the price changes in the more profitable direction, the Trailing Stop will make the Stop Loss level follow the price automatically, but if profitability of the position falls, the order will no longer be modified. Thus, the profit of the trade position is fixed automatically. After each automatic Stop Loss order modification, a record will be made in the accounts Journal.

A Trailing Stop can be disabled by setting 'None' in managing menu. Trailing Stops of all open positions and pending orders will be disabled if the 'Delete All' command of the same menu has been executed.

6.6 Limit/Stop Settings

Please note the Minimum Stop Distance for all products has been adjusted to “0”. However, during Economic Figure Announcements and periods of market volatility the Minimum Stop Distance may be widened at Bacera’s discretion until the market stabilizes. (For more information regarding Bacera’s discretion, please refer to Section 2.21 of this PDS.)

<u>Instrument Name</u>	<u>Minimum Fluctuation Unit</u>	<u>Minimum Stop Distance</u>	<u>Stop Out Level</u>
AUD/CAD	0.00001	0	100%
AUD/CHF	0.00001	0	100%
AUD/JPY	0.001	0	100%
AUD/NZD	0.00001	0	100%
AUD/USD	0.00001	0	100%
CAD/CHF	0.00001	0	100%
CAD/JPY	0.001	0	100%
CHF/JPY	0.001	0	100%
EUR/AUD	0.00001	0	100%
EUR/CAD	0.00001	0	100%
EUR/CHF	0.00001	0	100%
EUR/GBP	0.00001	0	100%
EUR/JPY	0.001	0	100%
EUR/NZD	0.00001	0	100%
EUR/USD	0.00001	0	100%
GBP/AUD	0.00001	0	100%
GBP/CAD	0.00001	0	100%
GBP/CHF	0.00001	0	100%
GBP/JPY	0.001	0	100%
GBP/NZD	0.00001	0	100%
GBP/USD	0.00001	0	100%
NZD/CAD	0.00001	0	100%
NZD/CHF	0.00001	0	100%
NZD/JPY	0.001	0	100%
NZD/USD	0.00001	0	100%
USD/CAD	0.00001	0	100%
USD/CHF	0.00001	0	100%
USD/CNH	0.00001	0	100%
USD/JPY	0.001	0	100%
Gold	0.01	0	100%

Silver	0.01	0	100%
Copper	0.0005	0	100%
US Crude Oil	0.01	0	100%
Natural Gas	0.001	0	100%
Corn	0.25	0	100%
Wheat	0.25	0	100%
Soybean	0.25	0	100%
S&P 500 Mini	0.25	0	100%
NASDAQ 100 Mini	0.25	0	100%
Dow Jones Mini	1	0	100%
Nikkei 225	5	0	100%
AUS 200	0.1	0	100%
American Express	0.01	0	100%
Apple	0.01	0	100%
Bank of America	0.01	0	100%
Citigroup	0.01	0	100%
Coca-Cola	0.01	0	100%
Disney	0.01	0	100%
IBM	0.01	0	100%
Intel Corporation	0.01	0	100%
McDonald's	0.01	0	100%
Microsoft	0.01	0	100%

7 DISPUTE RESOLUTION

7.1 Internal Procedures

Upon receipt of a dispute, Bacera will make every effort to resolve the issue in the most courteous and expeditious manner possible. If Bacera Customer Service Representatives cannot resolve the Client's dispute after investigating the matter and discussing the issue with the Client, then the dispute must be referred in writing to a senior manager of Bacera Co Pty Ltd.

Steps to Submit a Dispute:

1. If a dispute is conveyed verbally to a Bacera Customer Service Representative ("CSR"), the CSR will try to resolve the problem with the Client.
2. If the Client is not satisfied with the CSR's resolution, the Client can submit their dispute in writing to Bacera Co Pty Ltd Management.

After receiving the written dispute, Bacera Management will take the following action:

3. Within 10-14 business days of receiving the dispute, Management will send the Client written acknowledgement of receipt and an estimated time in which Bacera will formally respond to the dispute.
4. Management will investigate the issue and circumstances surrounding the dispute.

No later than 30 days following receipt of the dispute, Bacera Management will:

5. Notify the Client in writing of the decision reached by Management concerning the Client's dispute.
6. Provide the Client with written reasons for Management's decision.
7. Provide the Client with options, if any, available after the resolution of the dispute.
8. Advise the Client where they can go to further their dispute.

If the dispute is not resolved within 30 days following Bacera's receipt of the dispute, Management will inform the Client of the reasons for the delay.

Written disputes should be sent to Bacera at: Attn: Compliance Department
Bacera Co Pty Ltd
Suite 802, Level 8, 99 Mount Street
North Sydney, NSW 2060
Australia

7.2 External Procedures

If Bacera cannot resolve the issue or dispute in accordance with its Dispute Handling Procedures, the Client may refer the issue or dispute to the Financial Ombudsman Service (FOS) for determination in accordance with its rules (provided that the issue falls within the jurisdiction of the FOS).

You may lodge your dispute with the FOS by utilizing their Online Dispute Form at www.fos.org.au or by contacting the FOS at:

Financial Ombudsman Service

Telephone: 1 800 367 287 9am-5pm Melbourne time weekdays
Fax: (03) 9613 6399
Mail: GPO Box 3, Melbourne, VIC 3001 (Australia)
Email: info@fos.org.au

You will need to provide details of your dispute and any supporting documentation, together with your contact details and relevant account information. Before the FOS will deal with a Client's complaint, the Client must have first lodged a formal complaint with Bacera and given Bacera time to resolve the complaint.

7.3 Compensation Arrangements

Bacera has professional indemnity insurance arrangements in place which satisfies the requirements for compensation arrangements under section 921B of the Corporations Act. These arrangements are in place to compensate individuals who suffer loss or damage as a result of a breach of Bacera's obligations. Our professional indemnity insurance takes into account the nature and volume of our business, the number of clients and types of clients we have, our representatives and the maximum potential extent of liability. Our Professional Indemnity Insurance also covers a claim in relation to the conduct of representatives and employees who no longer work for us but who did at the relevant time.

8 TERMS OF BUSINESS

8.1 User Agreement

The following describes the Terms and Conditions upon which Bacera Co Pty Ltd ACN 130 877 137 AFS License No. 328794 ("Bacera", "the company", or "we") offers to the Client (hereinafter "user", "Client", or "you") access to its website and the use of its products and services ("CFDs or "Derivatives").

This Agreement describes the terms, conditions and risks applicable to your use of our services available under the domain and sub-domains of www.bacera.com.au (the "website"). Before entering into an agreement with Bacera, Clients read and accept the terms and conditions discussed in this Agreement without change or addendum.

Nothing in this Agreement will exclude or restrict any duty or liability owed by us to you under the Governing Legislation and if there is any conflict between this Agreement and the Governing Legislation, the Governing Legislation will prevail.

This Agreement is effective when new Clients sign the Client Agreement, thereby acknowledging they have read all materials deemed necessary by Bacera prior to opening an account which includes, but not limited to, this PDS and the FSG.

In the event that any information contained in the Product Disclosure Statement becomes inaccurate or out of date or if there occurs a material change in any of the matters specified in the PDS or if there occurs any significant event that affects the matters so specified we will issue a Supplemental Product Disclosure Statement or a new Product Disclosure Statement in accordance with the rules and regulations of the of the Australian Securities and Investment Commission (ASIC). You agree that we may provide you with any such Supplemental Product Disclosure Statement or new Product Disclosure Statement by publishing it on our website(s) and that it is your responsibility to consult our website(s) prior to placing any transaction with us. In addition we may, at our discretion, send any Supplemental Product Disclosure Statement or new Product Disclosure Statement to you by email or by post.

If you do not agree to be bound by the terms and conditions of this Agreement, immediately discontinue use of or access to Bacera's products and services.

8.2 Services

The Client agrees that in respect of execution-only dealing you rely on your own judgment in opening, closing, or refraining from opening or closing a transaction with Bacera and that in respect of both execution only and advisory dealing we will not, in the absence of fraud, willful default or negligence be liable for any losses (including, without limitation, indirect or consequential losses or loss of opportunity or profits arising from any failure by you to make any anticipated profits), costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any information or advice, or unsuitability of any advice, given to you, including without limitation, information or advice relating to any of your transactions with us. You acknowledge and agree that if, in any given circumstance, we do not positively offer any advice or recommend that you take any action in relation to any transaction, that does not imply that we are advising you not to take such action (or any action at all) in relation to that transaction. Subject to our right to void or close any transaction in the specific circumstances set out in this Agreement, any transaction opened by you following such inaccuracy or mistake will nonetheless remain valid and binding in all respects on both you and us.

Before you begin to trade with us, we will take all reasonable steps to provide you with a clear explanation of all commission, spreads, fees, funding and other charges for which you will be liable. These charges will affect your trading net profits (if any) or increase your losses.

8.3 Eligibility

Bacera's products and services are only available to Clients who understand the nature and risks involved in CFD trading that are disclosed in this PDS. Before opening a Trading Account with Bacera, Clients should have sufficient experience in trading off-exchange CFD products so that they may fulfill their obligations set forth in this PDS and the FSG. Before a Trading Account is opened, Clients must sign a statement declaring that they have fully read the PDS and FSG and understand the contents of these publications fully. This statement is a part of the Client Agreement.

The entry into any contract or transaction by Bacera does not mean and should not be taken to mean that Bacera recommends or concurs with the merits of the contract or transaction or that the contract or transaction is suitable for you. Without limiting the foregoing, Bacera reserves the right to refuse and/or cancel services to anyone at its own discretion. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

Clients should also have a good understanding of the general knowledge involved in trading off-exchange derivatives on an online trading platform. Bacera urges Clients to consult independent legal and financial council before opening a Trading Account with Bacera. Clients must be 18 years of age or otherwise considered an adult in their jurisdiction or country of residence before they can open a Trading Account with Bacera or utilize the information contained on our website.

8.4 Transactions

We have no obligation to accept, or to execute or cancel, all or any part of a Transaction that you seek to execute or cancel through Bacera trading platform. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.

You authorize us to act on any instruction given or appearing to be given by you using online trading platform or through the Dealing Department. We are not obliged to act on any trading instructions, or to execute or otherwise enter into any particular Transaction, and need not give any reasons for declining to do so. Unless we agree otherwise with you, you will have no right to amend or revoke any trading instructions once received by us. You will be responsible for the genuineness and accuracy, both as to content and form, of any trading instructions received by us. You acknowledge that in the event of erroneous prices or volumes we will have a right to void the Transaction and such a Transaction will not be binding on us.

You acknowledge we have the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of the Bacera trading platform, or your access to the Bacera trading platform, to change the nature, composition or availability of the Bacera trading platform, or to change the limits we set on the trading you may conduct through the Bacera trading platform.

All prices shown on the Bacera trading platform are indicative and are subject to constant change.

Where we grant you access to the Bacera trading platform we shall grant you, for the term of this Agreement, a personal, limited, non-exclusive, revocable, and nontransferable license to use the platform pursuant to and in strict accordance with the Terms of this Agreement. We may provide certain portions of the platform under license from third parties, and you will comply with any additional restrictions on your usage that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors.

We are providing the Bacera trading platform to you only for your personal use and only for the purposes, and subject to the Terms, of this Agreement. You may not sell, lease, or provide, directly or indirectly, the platform or any portion of the platform to any third party except as permitted by this Agreement. You acknowledge that all proprietary rights in the Bacera trading platform are owned by us or by any applicable third party service providers selected by us providing us with all or part of the platform, or providing you with access to the platform, or their respective licensors, and are protected under copyright, trademark and other intellectual property laws and other applicable law. You receive no copyright, intellectual property rights or other rights in or to the Bacera trading platform, except those specifically set out in this Agreement. You will protect and not violate those proprietary rights in the platform and honor and comply with our reasonable requests to protect our and our third party service providers' contractual, statutory and common law rights in the platform. If you become aware of any violation of our or our third party service providers' proprietary rights in the platform, you will notify us in writing immediately.

With respect to any market data or other information that we or any third party service provider provide to you in connection with your use of the Bacera trading platform, (a) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; (c) you will use such data or information solely for the purposes set out in this Agreement ; (d) such data or information is proprietary to us and any such provider and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by relevant regulatory bodies; (e) you will use such data or information solely in compliance with the applicable regulations; and (f) you will pay such data costs (if applicable, for direct market access for example) associated with your use of the Bacera trading platform as we inform you from time to time.

8.5 Communications

An offer to open or close a Transaction (including an Order) must be made by you, or on your behalf: orally, by telephone; via our Electronic Trading Service; or in such other manner as we may specify from time to time. If your usual mode of communicating with us is unavailable for any reason, you should attempt to use one of the other modes of acceptable communication set out at the beginning of this paragraph. For example, if you usually open and close Transactions via the Bacera trading platform, but for some reason our platform is not in operation, you should contact us via the telephone to open or close Transactions. Written offers to open or close a Transaction, including offers sent by fax, email (including a secure email sent via our Electronic Trading Service) or text message, will not be accepted or be effective for the purposes of this Agreement. Any communication that is not an offer to open or close a Transaction must be made by you, or on your behalf: orally, by telephone or in person; in writing, by email, post, or fax; or in such other manner as we may specify from time to time. If sent to us by post or by fax, a communication must be sent to our head office and, if sent to us by email, it must be sent to an email address currently designated by us for that particular purpose. Any such communication will only be deemed to have been received by us upon our actual receipt thereof.

We will generally not accept an offer to open or close a Transaction received other than in accordance with the terms set out in the above paragraph, but if we choose to do so we will not be responsible for any loss, damage or cost that you suffer or incur arising out of any error, delay or omission in acting on such offer, or failure to act upon such offer.

If at any time you are unable, for whatever reason, to communicate with us, we do not receive any communication sent by you, or you do not receive any communication sent by us under this Agreement, we will not: (a) be responsible for any loss, damage or cost caused to you by any act, error delay or omission resulting therefrom where such loss, damage or cost is a result of your inability to open a Transaction; and (b) except where your inability to communicate with us results from our fraud, willful default or negligence, be responsible for any loss, damage or cost caused to you by any act, error, omission or delay resulting therefrom including without limitation, where such loss, damage or cost is a result of you inability to close a Transaction.

You acknowledge and agree that any communication transmitted by you or on your behalf is made at your risk and you authorize us to rely and act on, and treat as fully authorized and binding on you, any communication (whether or not in writing) that we reasonably believed to have been transmitted by you or on your behalf by any agent or intermediary who we reasonably believed to have been duly authorized by you. You acknowledge and agree that we will rely on your account number and/or password to identify you and you agree that you will not disclose these details to any person not duly authorized by you. If you suspect that your account number and/or password has been learnt or may be used by any other person then you must notify us immediately.

You agree that we may record our telephone conversations with you. Such records will be our sole property and you accept that they will constitute evidence of the communications between us.

In accordance with the applicable regulations, we will provide information about each Transaction that we open or, as the case may be, close for you by providing you with a Statement. Statements will be posted on the Bacera Trading Platform.

You will be deemed to have acknowledged and agreed with the content of any Statement that we make available to you unless you notify us to the contrary in writing within two business days of the date on which you are deemed to have received it.

Our failure to provide you with a Statement does not invalidate nor make voidable a Transaction that you and we have agreed and we have confirmed, provided however that in the event that you believe you have opened or closed a Transaction but we have not provided you with a Statement in respect of that Transaction, any query in relation to the purported Transaction will not be entertained unless: (i) you notify us that you have not received such Statement within two business days of the date on which you ought to have received a Statement for the purported Transaction and (ii) you can provide accurate details of the time and date of the purported Transaction.

We may communicate with you by telephone, letter, fax, email or text message or by posting a message on our Electronic Trading Service and you consent to us telephoning you at any time whatsoever. We will use the address, fax number, text number, or email address specified on your account opening form or such other address or number as you may subsequently notify to us. Unless you expressly specify otherwise, you agree that we may send the following notices to you by email and/or by posting them on the Bacera trading platform: (a) Statements; (b) notice of an amendment to the way in which we provide our service to you, for example changes in the features of our Transactions, changes to the Bacera trading platform and changes to the Margin rates that apply to our Transactions; (c) notice of an amendment to the Terms of this Agreement.

We will not send you a paper copy of a message sent to you by email or posted to our Bacera trading platform. Sending a message to you by email or by posting it to the trading platform in a durable medium fully complies with all our obligations under the Agreement and with applicable regulations.

Any correspondence, documents, written notices, confirmations, messages or Statements will be deemed to have been properly given: (a) if sent by post to the address last notified by you to us, on the next business day after being deposited in the post; (b) if delivered to the address last notified by you to us, immediately on being deposited at such address; (c) if sent by fax or text message, as soon as we have transmitted it to any of the fax or mobile telephone numbers last notified by you to us; (d) if sent by email, one hour after we have transmitted it to the email address last notified by you to us; and (e) if posted on the Bacera trading station, as soon as it has been posted.

It is your responsibility to ensure, at all times, that we have been notified of your current and correct address and contact details. Any change to your address or contact details must be notified to us immediately in writing, unless we agree to another form of communication.

It is your responsibility to make sure that you read all notices posted on our website and the Bacera trading platform from time to time in a timely manner.

Although email, the internet, trading platforms and other forms of electronic communication are often a reliable way to communicate, no electronic communication is entirely reliable or always available. You acknowledge and accept that a failure or delay by you to receive any communication from us sent by email, text message or otherwise whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or otherwise prejudice that communication or any transaction to which it relates. We will not be liable to you for any loss or damage, howsoever caused, arising directly or indirectly out of a failure or delay by you or us to receive an email or other electronic communication. Further, you understand and accept that emails, text messages and other electronic communications we send to you may not be encrypted and therefore may not be secure.

You acknowledge the inherent risk that communications by electronic means may not reach their intended destination or may do so later than intended for reasons outside our control. You accept this risk and agree that a failure or delay by us to receive any offer or communication from you sent electronically, whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or otherwise prejudice that offer or communication or any transaction to which it relates. If, for any reason, we are unable to accept your offer electronically, we may, without obligation, provide you with further information advising you that your offer can be made by telephone as an alternative and we may endeavor to inform you of this.

In the event that you are granted access to our mobile dealing platform, then all use of such service will be subject both to this Agreement and to supplemental mobile dealing terms posted on our website and amended from time to time.

8.6 Client Money

Bacera reserves the right to withdraw, deduct, or apply any amounts payable to you by Bacera and/or any associate of Bacera from your funds held in a segregated account including, without limitation, making a payment for, or in connection with, the margining, adjusting, or settling of dealing in CFD contracts entered into by you or the payment of Rollover Charges, Mark Ups, or interest to Bacera or a Referral Party.

Client money may be co-mingled with other Bacera Client's funds in segregated accounts. Bacera is obliged to pay any monies due to the Client in relation to dealings in CFD contracts into a segregated account.

You acknowledge that we will be under no obligation to pay interest on balances on your account (and any fees we may take from such interest) and that you are therefore waiving and foregoing any entitlement to interest (and fees if any). You hereby acknowledge that we will not pay you any interest on your account and that any interest will accrue to us and (insofar as you are able and/or required to do so) you assign and convey to us the beneficial entitlement to such interest.

8.7 Taxation

The Client acknowledges and agrees that Bacera does not collect tax for any government entity in any form or manner unless required by law, in which event Bacera is authorized to deduct the appropriate funds from the Client's account to fulfill any tax obligations as required by the appropriate government entity or other authority. Bacera does not provide tax advice and we recommend you seek your own professional tax advice, and the impact any profits or losses generated from trading may have on your overall tax position.

Without limiting the foregoing, it is the obligation of the Client, and not Bacera, to calculate and pay all taxes applicable to the Client in their respective jurisdiction or country of residence as a result of the Client's trading activity conducted with the company. Bacera recommends that Clients consult their tax adviser when determining if derivative trading is suitable for their investment portfolio.

The Australian Taxation Office (ATO) has released Taxation Ruling 2005/15 which describes the income tax and capital gains tax consequences of dealing in financial CFD products. A copy of Taxation Ruling 2005/15 is available on the Australian Taxation Office website at www.ato.gov.au. Clients should note that this ruling is a public ruling for the purposes of Part IVAAA of the Taxation Administration Act 1953 and therefore, if the ruling applies to a Client, the Commissioner of Taxation is bound to assess that Client on the basis outlined in the ruling. Penalties may apply where the treatment outlined in a taxation ruling is not followed and the Client has a tax shortfall.

8.8 Cooling-off Period

There is no cooling-off period for the CFDs offered by Bacera. This means that when you enter into a position with Bacera you do not have a right to return the product and you do not have the right to request Bacera to repay the money you have paid to acquire the product. Should you change your mind after entering into a CFD contract with Bacera, you should close out your position by taking an Opposite Transaction.

8.9 Margin Requirements/Force Majeure

Bacera may adjust the Margin Requirements of any CFD instruments at any time to reflect price fluctuations and ensure proper leverage is maintained on any given position. The Client should be prepared for any such change in Margin Requirement and have cleared funds on deposit to meet any increase in Margin Requirement.

Bacera will inform the Client as soon as possible if it determines that a Force Majeure Event exists. Bacera will not be liable to the Client for any failure, impediment, or delay in performing its obligations set forth in this PDS.

Bacera may in its reasonable opinion determine that an emergency or exceptional market condition exists (a "Force Majeure Event"), including but not limited to:

- Where Bacera is, in its opinion, unable to maintain an orderly market in its contracts in respect of any one or more of the Underlying Reference Instruments as a result of the occurrence of any act, omission or event (including but not limited to any circumstance beyond Bacera's control such as strike, riot, civil unrest or failure of power supply, communications or other infrastructure);
- The suspension, closure, liquidation or abandonment of any relevant market or Underlying Reference Instruments;
- The imposition of limits or special or unusual terms in the relevant markets or Underlying Reference Instruments;
- The excessive movement, volatility or loss of liquidity in the relevant markets or Underlying Reference Instruments.

If Bacera determines that a Force Majeure Event exists then it may (without prejudice to any other rights under this Agreement and at its sole discretion) take any one or more of the following steps:

- Suspend the placing of new orders by Clients on the online trading platform and through the Dealing Department;
- Suspend the execution of orders that have been taken by Bacera but not executed;
- May change trading hours, change Margin Requirements, alter prices written against Underlying Instruments, close any or all open contracts, or take any other action that Bacera deems appropriate according to the prevailing circumstances.

(For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

8.10 Company Rights

Bacera reserves the right to suspend operations, including its website or any part or Sections of it. In such an event, Bacera may, at its sole discretion (with or without notice), close out the Clients' open financial contracts at prices it considers fair and reasonable at such a time and no claims may be entertained against the company in connection thereto. Bacera may impose volume limits on Bacera Trading Accounts, at its sole discretion.

Contract payouts shall be determined by Bacera by reference to the daily values reported on its website relevant to the interbank trading data received by the company for CFD quotes, subject that Bacera shall have the right to make corrections to such data in the event of misquoted or typographically incorrect data. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

8.11 Errors

We reserve the right to, without your consent, either void from the outset or amend the terms of any Transaction containing or based on any error that we reasonably believe to be obvious or palpable. If, in our discretion, we choose to amend the terms of any such Transaction which contains or is based on an error, the amended level will be such level as we reasonably believe would have been fair at the time the Transaction was entered into. In deciding whether to act on an error we shall act reasonably and we may take into account any relevant information including, without limitation, the state of the Underlying Market at the time of the error or any error in, or lack of clarity of, any information source or pronouncement upon which we base our quoted prices. Any financial commitment that you have entered into or refrained from entering into in reliance on a Transaction with us will not be taken into in deciding whether or not there has been an error.

In the absence of our fraud, willful default or negligence, we will not be liable to you for any loss, cost, claim, demand or expense following an error (including where the error is made by any information source, commentator or official on whom we reasonably rely).

If an error has occurred and we choose to exercise any of our rights, and if you have received any monies from us in connection with the error, you agree that those monies are due and payable to us and you agree to return an equal sum to us without delay.

8.12 Conflicts of Interest

You acknowledge that we provide a diverse range of financial services to a broad range of clients and counterparties and circumstances may arise in which we, our Associated Companies, or a Relevant Person may have a material interest in a transaction with or for you or where a conflict of interest may arise between your interests and those of other clients or counterparties or of ourselves.

We are required by law to take all reasonable steps to identify conflicts of interests between ourselves, our Associated Companies and Relevant Persons and our clients, or between one client and another, that arise in the course of providing our financial service. The following are examples of such material interests and conflicts of interests:

- We may effect or arrange for the effecting of a Transaction with you or on your behalf in connection with which we, our Associated Companies, or a Relevant Person may have other direct or indirect material interests;
- We may execute hedging Transactions prior to (i.e. in anticipation of) or following receipt from you of a request, or information concerning a contemplated request, to open or close a Transaction in order to manage our risk in relation to Transaction(s) you are entering into or contemplating, all of which may impact on the price you pay or receive in relation to such Transaction(s) and any profits generated by such hedging may be retained by us or an Associated Company without reference to you;
- We may match your Transaction with that of another client by acting on its behalf as well as yours;
- We may pay to and accept from third parties (and not be liable to account to you) benefits, commissions or remunerations which are paid or received as a result of Transactions conducted by you;
- We may make a market in Transactions which you enter into under this Agreement;
- We may deal in the Underlying Market to which your Transactions relate as principal for own account or that of someone else;
- We, or an Associated Company, may give general investment advice or provide other services to another client about or concerning the Underlying Market in relation to which you enter a Transaction.

We have in place organizational and administrative controls to manage the conflicts of interests identified above such that we can be reasonably confident that risks of damage to clients as a result of any conflict will be prevented.

We are not under any obligation to account to you for any profit, commission or remuneration made or received from or by reason of Transactions or circumstances in which we, our Associated Companies or a Relevant Person has a material interest or where in particular circumstances a conflict of interest may exist.

You acknowledge that you are aware of the possibility that the conflicts disclosed in this Term will arise and consent to us acting notwithstanding such conflict.

8.13 Indemnity

The Client will indemnify Bacera against all losses, taxes, expenses, costs, and liabilities which may be incurred by Bacera as a result of the Client's breach of the terms and conditions set forth in this PDS. Bacera will not be liable for any loss, expense, cost or liability incurred by the Client as a result of the products and services offered by Bacera unless such loss is suffered as a result of Bacera's gross negligence or default.

To the extent permitted by law, you will indemnify, protect and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and/or costs resulting from or arising out of any act or omission by any person obtaining access to your account by using your designated account number and/or password, whether or not you authorized such access.

Without prejudice to any other Terms of this Agreement, we will have no liability to you in relation to any loss that you suffer as a result of any delay or defect in or failure of the whole or any part of our trading platform's software or any systems or network links or any other means of communication. We will have no liability to you, whether in contract or in tort (including negligence) in the event that any computer viruses, worms, software bombs or similar items are introduced into your computer hardware or software via our trading, provided that we have taken reasonable steps to prevent any such introduction.

Unless we are prohibited from excluding such liability by law (for example, for losses relating to death or personal injury or caused by our fraud), we will not be liable for any direct, indirect, special, incidental, punitive or consequential damages (including, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation) caused by any act or omission of ours under this Agreement.

Bacera has Professional Indemnity Insurance arrangements in place which satisfies the requirements for compensation arrangements under Section 912B of the Corporation Act. These arrangements are in place to compensate individuals who suffer loss or damage as a result of a breach of Bacera's obligations. Our Professional Indemnity insurance takes into account the nature and volume of our business, the number of Clients and type of Clients we have, our representatives, and the maximum potential extent of liability. Our Professional Indemnity Insurance also covers a claim in relation to the conduct of representatives and employees who no longer work for us but who did at the relevant time.

8.14 Website Use & Access

The Client shall be responsible for providing means by which to access the website and electronic trading platform which may include, without limitation, a personal computer, modem and Internet Service Provider. The Client shall be responsible for all access and service fees necessary to connect to the website and electronic trading platform. The Client shall be responsible all risks associated with the use and storage of information on a personal computer or on any other computer through which the Client will gain access to the website and the services.

The Client shall be responsible for safeguarding all password and account information that is provided by Bacera. The Client shall be responsible for security and control of access to their computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data. The Client is responsible for not exposing Bacera's computer systems to any computer virus or malicious software.

Bacera will not be liable in any way to the Client in the event of failure of or damage or destruction to your computer system, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

8.15 Legal Restrictions

The Client acknowledges that laws regarding financial contracts vary by country or jurisdiction, and it is the obligation of the Client alone to ensure that they fully comply with any local law, regulation or directive, relevant to your country of residency with regards to doing business with Bacera.

The Bacera website does not constitute, and may not be used for the purposes of, an offer or solicitation. The website has been created to comply with the rules and regulations of the Australian Securities and Investment Commission. The trading of off-exchange, over-the-counter financial contracts may be restricted in certain jurisdictions.

You may not assign any of your rights or delegate any of your obligations under this Agreement to any person without the prior written consent of Bacera.

8.16 Anti-Money Laundering Policy

The Client hereby declares that the funds invested in their Bacera Co Pty Ltd Trading Account did not originate from trafficking drugs, abduction, or any other criminal activity, and that investment or dealing in those funds does not break the law in your country of residence.

The Client acknowledges that Bacera may require further information from time to time to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act (AML/CTF Act). By entering into this Agreement, opening an account and transacting with us, you undertake to provide us with all additional information and assistance that we may reasonably require to comply with the AML/CTF Act.

8.17 Miscellaneous

We reserve the right to suspend your account at any time. If we suspend your account, it means that: you will generally not be permitted to open any new Transactions or increase your exposure under your existing Transactions, but you will be permitted to close, part close or reduce your exposure to us under your existing Transactions; you will no longer be permitted to trade with us via the Bacera trading platform, rather you will be required to trade with us via the phone. We also reserve the right to suspend a specific Transaction that you have open with us. If we suspend a Transaction, it means that: you will generally not be permitted to increase your exposure to us under the suspended Transaction, but you will be permitted to close, part close or reduce your exposure to us under the suspended Transaction; in relation to the Suspended Transaction, you will no longer be permitted to deal with us via the Bacera trading platform, rather you will be required to deal with us via the phone.

Our rights and remedies under this Agreement will be cumulative, and our exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy. Our failure to enforce or exercise any right under this Agreement will not amount to a waiver or bar to enforcement of that right.

We may assign the benefit and burden of this Agreement to a third party, in whole or in part, provided that any assignee agrees to abide by the terms of this Agreement. Such assignment will come into effect 10 business days following the day you are deemed to have received notice of the assignment in accordance with this Agreement. You agree that you may not assign the benefit and burden of this Agreement, whether in whole or in part, to any third party without our prior written consent.

You acknowledge and agree that the copyrights, trademarks, database and other property or rights in any information distributed to or received by you from us (including, but not limited to, our prices), together with the contents of our website(s), brochures and other material connected with our dealing service and in any database that contains or constitutes such information, will remain the sole and exclusive property of ours or any third party identified as being the owner of such rights.

If any term (or any part of any term) is held by a court of competent jurisdiction to be unenforceable for any reason then such Term will, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement will not be affected.

You will be responsible at all times for the payment of all taxes due and for providing any relevant tax authority with any information relating to your dealings with us. You agree that if we provide you with any information or express any opinion in relation to the tax treatment of your dealings with us it will not be reasonable for you to rely upon any such statement and it will not constitute tax advice.

Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our services. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.

Wherever in this agreement we are conferred with discretion or an entitlement to make an election or adopt a course of action which affects you or your interests, we agree to exercise such discretion or make an election or adopt such a course of action in good faith according to what we reasonably believe to be fair in the circumstances.

This Agreement and any arrangements hereunder may be suspended or terminated by either party upon giving the other party written notice of suspension or termination, which will take effect immediately, unless otherwise specified in the notice. Any such suspension or termination will not affect any obligation that may already have been

incurred by either party in respect of any outstanding Transaction or any legal rights or obligations that may already have arisen under this Agreement or any dealings made thereunder.

8.18 Privacy Policy

Personal Information

When a Client asks for information about Bacera's products and services, accesses the Bacera website, or submits an application to open an account with Bacera, they may be providing Bacera with personal information.

Bacera will maintain records of all transactions and activities on accounts with Bacera, including details of contracts traded. During the course of a relationship with Bacera, information about products and services provided utilized by the Client will be kept on record.

When assessing a Client application, Bacera may also collect information about the prospective Client from publicly available sources.

Client personal information will be treated strictly in accordance with the National Privacy Principles in the Australian Privacy Act. Any Client who is an Australian Resident may at any time, upon request, gain access to the information that the Bacera holds about him or her in accordance with the National Privacy Principles as described below.

Use of Personal Information

The information requested in the Client Agreement to open an account is required by Bacera to determine whether a prospective Client has enough knowledge and experience to trade in off-exchange, over-the-counter derivatives with Bacera. That information, together with the information collected and maintained by Bacera for duration of an account, is required to keep Clients updated in relation to their account status, margin obligations, and trading activities.

The information requested by Bacera when accessing our website or completing one of our Client Agreements is to allow us to provide our Clients with information regarding the products and services offered by Bacera that best suit their investment needs and risk appetite. Bacera takes all reasonable steps to protect Client's personal information from misuse, loss, unauthorized access, modification or disclosure.

Telephone Conversations

Bacera may also record telephone conversations between the Client and Bacera's authorized representatives. Such recordings, or transcripts from such recordings, may be used to resolve any Client dispute. Recordings or transcripts made by Bacera of Client telephone conversations may be erased at Bacera's discretion. (For more information regarding Bacera's discretion, please refer to Section 2.21 of this PDS.)

Website

Bacera collects statistical information about visitors to our websites such as the number of visitors, pages viewed, types of transactions conducted, time online and documents downloaded. This information is used to evaluate and improve the performance of our websites. Other than statistical information, we do not collect any personal information through our website unless provided to us.

Updating Personal Information

Bacera asks that Clients promptly notify the company of any changes to the personal information on file. This allows Bacera to keep Clients informed regarding their accounts, margin obligations, and trading activities. You may ask us at any time to correct personal information held by Bacera that is outdated or inaccurate. Should we disagree with you as to the accuracy of the information, you may request that we attach a statement to that information noting that you consider it inaccurate or incomplete.

Client Consent

By accessing Bacera's website the Client consents to the collecting, maintaining, using and disclosing personal information provided.

8.19 Additional Information

Other information about Bacera and its products may be obtained by accessing our website at www.bacera.com.au or by contacting us:

Address: Bacera Co Pty Ltd
Suite 802, Level 8, 99 Mount Street
North Sydney, NSW 2060
Australia

Phone: 61 2 8459 8050
Fax: 61 2 8088 7423
Email: info@bacera.com.au
Office Hours: 9AM – 5PM AEST

9 GLOSSARY

Account	An account or trading account of the client to deal or trade CFDs with Bacera.
Account Equity	Aggregate of current balance in your Account and your current unrealized profit and losses less any margin requirements.
Agreement	Contains documents for gathering Client information and also contains disclosure documents such as the PDS and FSG. When prospective Clients are interested in opening an account with Bacera they are presented with the entire Client Agreement.
ASIC	Australian Securities & Investments Commission or any regulatory body which replaces it or performs its functions.
Associated Company	Any related body corporate as defined by section 9 of the Corporations Act 2001.
Australian Client Money Rules	<p>The provisions in Part 7.8 of the Corporations Act 2011 and the Corporations Regulations made under those provisions that specify the manner in which financial services licensees are to deal with client money and property.</p>
Bid	The price at which Bacera offers to buy a CFD.
Bid-Ask Spread	The difference between the bid price and the ask price.
Charge	Can refer to a Rollover/Rebate/other Fee that is deducted from the Client's account based on positions held (either long or short) on CFDs 'overnight'.
Charting	A visual method of analysing the market using price information to form a picture of previous price movements. Also called <i>technical analysis</i> .
Cleared Funds	Funds that have been deposited or processed with Bacera and shown on the client's Account.
Agreement	Contains documents for gathering Client information and also contains disclosure documents such as the PDS and FSG. When prospective Clients are interested in opening an account with Bacera they are presented with the entire Client Agreement. Bacera has Client Agreements for Individual, Joint, and Corporate Account types.
Closed Position	A long or short position that has been liquidated whether at a profit or loss.

Commissions	The cost that a broker will charge a Client for buying/selling a financial product. Commission on derivatives range from broker to broker. Some charge a flat rate per trade while others charge a percentage of the deal size, say 0.20%. Bacera's Commission rates are disclosed in Section 4.1 of this PDS.
Contract Size	The size or amount of CFDs opened in a position. Contract sizes vary by instrument.
Contracts for Difference (CFD)	
	CFDs are an arrangement between you and Bacera to trade the difference arising from movements in the price or value of an underlying asset.
Cover	To sell a long position or buy back a short position.
Credit	Can refer to a Rollover/Rebate/other Fee that is paid to the Client's account based on positions held (either long or short) on CFDs 'overnight'.
Denominated Currency	
	The currency in which you have nominated your Account to be denominated.
Derivative	A CFD contract that derives its value from an Underlying Reference Instrument. For example, the price of a Telstra CFD is derived from the price of Telstra shares.
Equity	Funds that are not committed to margin obligations that a Client may use to open new positions.
Expiry Transaction	A Transaction which has a set contract period, at the end of which the Transaction expires automatically.
Fill or Filled	A completed order.
Flat	Having no position (short or long).
FOS	The Financial Ombudsman Service.
FSG	Bacera's Financial Service Guide.
Force Majeure	This clause is included in contracts to remove liability for natural and unavoidable catastrophes that interrupt the expected course of events, and restrict participants from fulfilling obligations.
Foreign Client	Any Client or prospective Client whose permanent physical address is outside Australia.

Gapping	Gapping is exposure to loss from failure of market prices or rates to follow a 'smooth' or continuous path due to external factors such as world, political, economic and specific corporate events.
Gearing	If a trader buys \$1000 of Commonwealth Bank stock in the cash market and it rises by 10%, his profit will be \$100. But if he buys the same position using a CFD he may only have to put up a deposit of \$100. If the stock moves 10% higher his profit on capital invested will be \$100 or 100%. This is gearing at work.
GMT	Greenwich Mean Time, or the time in the United Kingdom
GTC	An order to buy or sell a spread bet that remains operative until the order is executed or cancelled.
Hedging	Minimising risk by being simultaneously long and short. Perhaps someone is long \$50,000 of stock in the cash market and wants to protect this from potential downside risk. To hedge he would sell \$50,000 of CFDs. If the share price did go lower the loss on the stock position would be offset by profits made via the short position.
Illiquid	A market that doesn't have much volume, usually characterized by a wide bid-ask spreads. Illiquid markets are normally expensive to trade in.
Initial Margin	The amount of cash that is needed to pay Bacera in order to open a CFD position. Initial Margin on CFDs is usually 10%-20% of the nominal amount of the position. So on a contract size of \$10,000 Initial Margin would be \$1,000-\$2,000.
Leverage	Leverage involves borrowing a certain amount of the money needed to invest in something. In the case of CFDs, that money is usually borrowed from a broker. Forex trading does offer high leverage in the sense that for an initial margin requirement, a trader can build up - and control - a huge amount of money.
Limit Order	An order to buy or to sell a position at a specific price. Example –"Buy 1000 Vodafone shares at \$1.20". This would be placed when Vodafone is trading above \$1.20. The potential buyer is hoping for a better price than where the market is currently trading. There is obviously the possibility the order will never get filled. Limit orders can also be used in the same fashion for selling above the market.
Liquidity or Liquid	The amount of business conducted in a given market or stock. Where possible you always want to trade products that have good liquidity chiefly because they are cheaper to trade because of tight bid-ask spreads.
Long Position	Having bought, but not yet sold. A long position is entered with the aim of profiting from an increase in price.
Long trade	A position that will make money in a rising market. Buying \$5,000 worth of Microsoft is an example of a long trade.
Maintenance Margin	The minimum amount of equity that must be maintained in a trading account. In the context of Bacera's trading accounts, Clients must maintain 100% of Initial Margin in their trading account to avoid a 'Stop Out'.

Margin	The amount of money needed to deposit with your CFD broker in order to fund a position. With margined products only a percentage of the nominal value has to be lodged in cash, normally between 5 - 20%. So buy \$10,000 worth of BHP-Billiton using a CFD and around \$500-\$1,000 needs to be deposited with your broker.
Margin Call	Call for additional money to be deposited to your Account in order to maintain your open positions.
Market Order	An order to buy or sell at the current bid or ask price.
Mark to Market	Because derivative products are margined, that being only part of the nominal value has to be deposited to control the asset it is very easy for Clients to be wiped out if the market moves against them. Mark to Market means that all profits and losses are credited/debited from Client accounts at the close of business every day.
Mark-up	The adjustment of a bid/ask spread to reflect fees that the Client may be obligated to pay if they were introduced by a Referral Party to Bacera and promised a fee to the Referral Party.
MOC order	'Market-on-close'. An order to cover a CFD trade (long or short) at the close of business.
Noise	Normal everyday market movement, up and down without really going anywhere. The ebb and flow of everyday movement.
Offer or Ask	The price at which shares can be guaranteed bought. The trader also has the opportunity to bid for the shares as well but there is no guarantee that anyone will sell them to him.
Open Position	A long or short CFD position that has not been closed out.
Opening Range	Markets, especially busy ones never really open at one price, rather they are given an opening range (usually the first 2 minutes) where opening orders are filled.
OTC	Over the Counter products are not traded on an exchange, but are an agreement between two parties, the Client and Bacera.
Overbought	A term used to describe a market or a stock that has appreciated so rapidly and has generated such excessively bullish sentiment that a near-term decline is highly likely.
Oversold	A term used to describe a market or a stock that has declined so rapidly and has generated such excessively bearish sentiment that a near-term rally is highly likely.
PDS	Product Disclosure Statement

Pips	The smallest price change that a given exchange rate can make. Since most major currency pairs are priced to four decimal places, the smallest change is that of the last decimal point - for most pairs this is the equivalent of 1/100 th of one percent, or one basis point. For example, the smallest move the USD/CAD currency pair can make is \$0.0001, or one basis point. The smallest move in a currency does not always need to be equal to one basis point, but this is generally the case with most currency pairs.
Price Gap	A significant price movement of a security or commodity between two trading sessions, such that there is no overlap in the trading ranges for the two days.
Rebate	Compensation paid to a Referral Party who introduces new Clients to Bacera. Compensation is based on number of Clients introduced and/or trading volume of introduced Clients. Compensation is negotiated between RAs and Bacera and may differ.
Referral Party	An individual or entity who refers Clients to Bacera. In return RAs generally earn a Rebate or Commission based the amount of Clients introduced to the firm who have opened an account and the trading volume of introduced Clients. RAs for Bacera may not trade on behalf of the Clients.
Relevant Person	An employee of ours or an employee of an Associated Company.
Resistance	The price at which a prior advance was terminated or a future advance is likely to terminate, or where the market expects selling to materialize. For example, if the S&P 500 Mini is trading at 1,950 you may hear pundits report that “resistance is expected at 1,950”.
Rollover Benefit	If a Client holds a position past Bacera’s Settlement time on Forex CFD, they may receive a Rollover Benefit. The Rollover Rate for Forex/Precious Metals/Commodity CFDs is a varying rate dependent on the currency pair, the applicable rate in the interbank markets according to the duration of the rollover period, the size of the position and the Spread.
Rollover Charge	If a Client holds a position past Bacera’s Settlement time on Forex CFD, they may have to pay a Rollover Charge. The Rollover Rate for Forex/Precious Metals/Commodity CFDs is a varying rate dependent on the currency pair, the applicable rate in the interbank markets according to the duration of the rollover period, the size of the position and the Spread.
Short Position	Having sold short, but not yet covered. A short position is entered with the aim of profiting from a price decline.
Slippage	Relates to stop losses and is the difference between where the stop loss level is and where the order was actually filled. If the stop loss order is to sell 1000 Vodafone at \$1.20 but the fill is actually at \$1.19 then the 1 pip difference is referred to as negative slippage. Slippage is normally not a problem in normal markets but in very volatile ones it can be expected.
Spot	Another word for the cash price.
Spread	The difference between the bid and the ask price of a contract.

Statements	A written confirmation of our dealings with you including any Transactions that you open and/or close, any Orders that you set and/or edit and any charges that we apply.
Stop Loss	A predetermined price at which a position will be closed to protect against further loss. The use of stop losses is the only inherently reliable way for a trader to manage risk.
Stop Out	A broker's demand on an investor using margin to deposit additional money or securities so that the margin account is brought up to the minimum maintenance margin. You would receive a Stop Out from Bacera if one or more of your positions you had decreased in value past a certain point. Due to the volatile nature of CFD markets, it is inefficient to notify Clients via a traditional "Margin Call" when their equity falls below acceptable maintenance margin levels.
Support	The price at which a prior decline was terminated or a future decline is likely to attract buying. If the S&P 500 Mini is currently trading at 1,950, market participants may well be reporting that they expect support "to come in at 1,950".
Swap	While holding a position overnight, your Account is debited or credited using the applicable overnight Tom-Next rate.
Technical Analysis	A form of charting but normally more complex. It can involve very sophisticated and powerful computer programs.
Total Equity	Equal to any cash value plus the market liquidation value of the securities in the account.
Total Initial Margin Requirement	Total amount of Initial Margin invested for all Open Positions. For example, if the Client held two standard lots of EUR/USD and one standard lot of Gold, then his Total Initial Margin would be \$1500 USD (2 X \$1000 USD for Forex CFD, 1 X \$500 USD for Gold CFD).
Trading Range	A market where prices are range bound by a higher and lower price band. Normally markets will range trade when there is little or no news to stimulate movement.
Transaction	A contract for difference of any kind in relation to any instrument or any combination of instruments and means either or both Expiry Transactions and Undated Transactions as the context requires.
Undated Transaction	A Transaction with an indefinite or contract period that is not capable of expiring automatically.
Underlying Reference Instrument	A security, such as a stock, a commodity, or other type of financial product, such as a stock index, whose value determines the value of a derivative investment or product.

Usable Margin

Account Equity less used margin. This is the amount you have available to withdraw or cover additional Margin Requirements.

Volatility

The degree of movement in the price of a stock or other security.