



Financial Service Guide

More Than Trading

PU Prime Trading PTY LTD

Date: 18 March 2025

ACN 151 613 839 | AFSL 410681

Email: info@puprime.au

Web: www.puprime.au

Address: Level 1, 17 Castlereagh Street, Sydney, NSW 2000, Australia

NAME OF PROVIDING ENTITY

The issuer of this FSG is **PU Prime Trading Pty Ltd** (ACN 151 613 839, AFCA member number 28381) ("PU Prime"). PU Prime acts on its own behalf and authorises the issuance of this FSG.

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

This FSG provides important information about the services we are authorized to offer under our Australian Financial Services Licence, including:

- Who we are and how to contact us
- How to provide instructions to us
- The services we are authorized to provide
- Who we act for
- How we are remunerated
- Our associations and relationships
- Any potential conflicts of interest
- Our dispute resolution process
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This FSG is designed to assist you in evaluating the products or services we offer. If you need further information, please feel free to ask.

FURTHER DOCUMENTATION

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

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

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

PU Prime holds an Australian Financial Services Licence ("AFSL") number 410681.

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

CONTACT DETAILS:

PU Prime Trading Pty Ltd
Level 1, 17 Castlereagh Street,
SYDNEY NSW 2000
Email: info@puprime.au
Website: www.puprime.au

NATURE OF ADVICE WARNING

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

While PU Prime believes the advice and information we provide is accurate and reliable, neither PU Prime nor its directors, officers, employees, contractors or associates assume any responsibility for the accuracy and completeness or currency of that advice and information.

METHOD OF PROVIDING FINANCIAL SERVICES

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

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

PROFESSIONAL INDEMNITY INSURANCE:

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

OUR RECORD-KEEPING OBLIGATIONS:

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

WHO DO WE ACT FOR?

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

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

HOW YOU CAN INSTRUCT US

PU Prime accepts order instructions electronically, via the Trading Platform.

TRANSACTION INFORMATION

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

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

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

PU Prime generates income through the spread (or margin) applied to our OTC derivative products, which is the difference between the buy and sell rates for financial instruments. This spread is incorporated into the rates quoted to you and is not an additional charge.

As a market maker and principal in margin FX and CFD transactions, PU Prime's interests may conflict with yours, as we may profit from your losses in these transactions. However, we have policies, monitoring procedures, and risk management controls in place to address any potential conflicts.

Commissions, fees, and financing charges may apply based on the volume of trades, and these will be disclosed and agreed upon before trading. Rates and fees may vary depending on the services provided, transaction size, and frequency.

Clients may also incur failure fees for failed transactions or interest charges on outstanding payments. Please refer to our Product Disclosure Statement (PDS) for a full breakdown of fees and charges.

Representatives of PU Prime who provide advice or execute transactions may receive commissions or other compensation. Employees may also receive salaries, performance bonuses, and other benefits in accordance with the Corporations Act and ASIC Guidelines. You may request further information on our remuneration (including commissions) within a reasonable time after receiving this FSG and before any financial service is provided.

All costs, fees, and charges are subject to change. We will provide at least 30 days' notice of any fee increases related to PU Prime products you hold. We will also inform you of any changes in fees before you acquire products that incur such charges. PU Prime reserves the right to negotiate different fees with clients. It is your responsibility to stay updated on these fees, and we encourage you to regularly check our website or contact our representatives for more details.

OTHER FEES

Swap Credits and Charges:

When holding a Margin FX position or Spot CFD (a CFD based on an underlying asset quoted in a spot market) overnight, you may earn or pay interest on your unrealized profit or loss. The contract is automatically rolled over to the next trading day, and the swap charge/credit is calculated at that time.

If the two interest rates are nearly equal, a swap charge may apply to both long and short positions. A double negative swap rate indicates there is no interest advantage to borrowing one currency to invest in another.

When you close your Margin FX or Spot CFD position, the net swap charges and credits (part of your unrealized profit/loss) will be either credited or debited from your account. No swap charges or credits are applied if the position is opened and closed on the same day.

For positions held overnight on Fridays for Spot CFDs, the swap charge or credit will be adjusted to cover the cost of holding the position until Monday. For Margin FX positions held overnight on Wednesdays, the swap charge or credit is adjusted based on changes in the underlying asset's interest rate until Monday.

We charge a transaction fee for providing swap charges or credits, which can be up to 10% of the swap charge or credit received from our liquidity providers.

Rollover Benefits and Charges:

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

DISCLOSURE OF ANY RELEVANT CONFLICTS OF INTEREST:

PU Prime acts as a principal when engaging in foreign exchange contracts and other over-the-counter (OTC) derivatives transactions with clients, rather than as an agent or broker. This principal role may create potential conflicts of interest between PU Prime and the client.

PU Prime may facilitate financial services and products from third-party providers, for which PU Prime may receive fees, commissions, or other compensation. However, PU Prime does not maintain relationships with liquidity providers that would influence the pricing or information presented to clients.

PU Prime may also work with intermediaries (Introducers) who refer clients. In such cases, PU Prime may compensate the Introducer with a fee, usually based on the value of transactions or financial products provided to the referred client. This fee typically does not affect the transaction fees or margins paid by the client, but in some cases, the Introducer may request that the fee be paid through a markup on the spreads. If this occurs, PU Prime compensates the Introducer by paying the difference between the original bid/offer price and the widened spread, which may affect the client's margins.

To address and minimise potential conflicts of interest, PU Prime is committed to transparency regarding its role in market-making. This information will be clearly outlined in the Financial Services Guide (FSG) and Product Disclosure Statement (PDS). Internal processes will ensure that any third-party products recommended to clients are suitable for their needs, and safeguards like training and regular audits will be in place for Introducers to ensure they act in the client's best interest.

PU Prime maintains oversight of its conflict management arrangements, regularly reviewing the effectiveness of its strategy. In the event of disputes, PU Prime will utilise its internal and external dispute resolution procedures for fair and timely resolution.

Furthermore, if clients receive financial services or products from non-affiliated providers, PU Prime may receive compensation from those providers. However, such remuneration is already included in the fees and commissions agreed upon with the client, and clients will not incur additional costs.

DISPUTE RESOLUTION:

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

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

The Complaints Officer
PU Prime Trading Pty Ltd
Level 1, 17 Castlereagh Street,
SYDNEY NSW 2000

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

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

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

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

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

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

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

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

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

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

PRIVACY POLICY:

Your privacy is important to us, and we are dedicated to complying with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. We collect your personal information to fulfill our obligations under anti-money laundering and counter-terrorism financing laws, as well as under the Corporations Act. Your personal information may be disclosed to external parties for purposes such as executing, clearing, and settling transactions, or to those acting on our behalf in the operation of our business or in connection with the transactions. These external parties are required to protect your privacy, and where they are based offshore, we take reasonable steps to ensure that your information receives similar privacy protection to that provided in Australia.

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