



Product Disclosure Statement

Part 1: General Information FX Contracts

FXCM AUSTRALIA LIMITED

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General Information

FXCM Australia Limited (“FXCM”) is incorporated in New Zealand and registered and authorised to conduct business in Australia. FXCM holds an Australian Financial Service (“AFS”) Licence (number 309763), issued by the Australian Securities and Investments Commission (ARBN 121934432)

Contact Information

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Description of Foreign Exchange (“FX”) Contracts Offered by FXCM

FXCM offers over-the-counter (“OTC”) margin foreign exchange trading whereby you may buy or sell specific currency pairs at prices displayed on the FXCM Trading Platforms. Key features of FX Contracts offered by FXCM include:

- Contracts are non deliverable and automatically roll over at the end of each day until the position is closed
- Contracts are traded between you and FXCM and are not traded on any exchange
- Contracts are non transferrable so that a FX Contract bought from FXCM cannot be sold to another broker, trader or market maker.

Other key features of FX Contracts offered by FXCM are described in Part 2 of this PDS.

FXCM Platforms

FXCM provides trading services via several different Trading Platforms including Trading Station II, MetaTrader 4, Active Trader, and Mirror Trader. While each account Trading Platform may have slightly different features (such as lot size, functionality or fees), all FXCM FX Contracts contain the above listed features. This Product Disclosure Document seeks to explain the key features of the different FXCM Trading Platforms.

Important Information about the FXCM’s Product Disclosure Statement (“PDS”)

FXCM is the issuer of this Product Disclosure Statement (“PDS”) for FX Contracts and CFDs.

Under the Corporations Act 2001 (*Cth*) (“Corporations Act”), a retail client must receive a PDS from an AFS Licensee before acquiring a financial product. The PDS is the document that sets out the significant features of a financial product, including its risks, benefits, costs and fees and other related information. The purpose of this PDS is to provide you with sufficient information to make an informed decision in relation to the acquisition of our FX Contracts. You may also use this PDS to compare the financial products described with other issuers of similar products.

This PDS contains information about the FX Contracts we offer. This PDS is divided into 3 separate parts.

PART 1 – GENERAL INFORMATION

PART 2 – THE DIFFERENT TRADING PLATFORMS WE OFFER

PART 3 - FXCM MICRO

Part 1 of this PDS includes general information about FXCM, trading with FXCM, benefits of trading in FX Contracts with FXCM, together with details of our Privacy Policy, Dispute Resolution, Taxation Considerations, Cooling-Off Arrangements, Other Available Information, and Glossary.

Part 2 of this PDS outlines the pertinent features of Trading Station II, MetaTrader 4, Active Trader, and Mirror Trader. Part 2 also details the fees and charges when trading FX Contracts utilizing the various Trading Platforms.

Part 3 of this PDS provides detailed information on a specific type of account i.e. the FXCM Micro Account. The FXCM Micro account is for traders who prefer trading in small (1K, 2K) lots referred to as “Microlots”. FXCM Micro uses “No Dealing Desk” execution.

You must ensure you have read this PDS Part 1 in addition to Part 2 or 3 that is relevant to the product/service you choose. The PDS is provided in separate parts in order to provide you efficient knowledge about our products and services in a clear, concise and effective manner.

This PDS replaces all other previous versions of the PDS. If you are an existing client of FXCM, we will make this PDS available (including the most recent FSG) on our Website. If you download an electronic copy of this PDS, Australian law requires that you must download all pages. If you make this PDS available to another person, you must give them the entire electronic file or printout.

The English language version of this PDS overrides all other language versions of this PDS to the extent of any inconsistency.

You should keep this PDS, the Terms of Business and the FSG and any supplementary and replacement documents and updated information that is provided to you by FXCM or FXCM Holdings, LLC including via emails for your records.

We will amend this PDS or withdraw it from circulation in the event of any material alteration of the information it contains. FXCM may modify any of the terms and conditions in the PDS. If the change is an increase in fees and charges, or any other significant changes that are adverse or potentially adverse to an investor, we will give notification issuing a new PDS. Any updated information which is not materially adverse to investors will be available on the FXCM Website.

Jurisdiction

This PDS is distributed by FXCM to Australian clients and foreign clients. The distribution of this PDS may be restricted in certain jurisdictions outside Australia. Should you gain access to this PDS in a restricted jurisdiction, you should observe such restrictions. This PDS does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer is not authorized or to any person to whom it is unlawful to make such offer or solicitation. If you are a foreign client intending to deal or dealing with FXCM, you should note:

- the law governing your dealings with FXCM is the law of New South Wales, Australia;
- money which you deposit with FXCM will be regulated by the Australian Client Money Rules; and
- FXCM may require you to confirm your status as a person in your jurisdiction who is eligible to deal with FXCM.

Application Process with FXCM

Before you begin dealing in FX Contracts with FXCM, in addition to reviewing the FSG and PDS you must review the Terms of Business and complete an Application Form and be approved by FXCM.

Before starting the account opening process, you must read:

- the Terms of Business
- this PDS [Part 1 in addition to relevant Part according to the product and/or service you choose]
- the Financial Services Guide [FSG]

The documents are available on the Website or can be obtained by contacting us.

The Application Forms require you to disclose personal information. You should refer to the Privacy Policy in the Terms of Business which explains how FXCM Holdings, LLC collects personal information and then maintains, uses, and discloses that information.

Terms of Business

The Terms of Business governs the contractual relationship between FXCM and the client (including but not limited to the consequences of events of default). The Terms of Business sets out the basis on which transactions will take place and the obligations of both FXCM and the client when accessing and trading on the Trading Platforms. However, entering into the Terms of Business does not itself constitute a trade or in any way oblige you to enter into future transactions. This is always your decision. You must confirm via the Website that you accept the Terms of Business before you can enter into transactions with us. FXCM's Terms of Business is incorporated by reference in to this PDS and is available on our Website. A paper copy is available free of charge on request.

Representations

FX Contracts offered on and from the date of this PDS are offered solely on the basis of the information and representations contained in this PDS and the Terms of Business. No other information or representation is authorized nor is any person authorized by FXCM or FXCM Holdings, LLC to give any information to clients or to make any representation other than any information or representation contained in this PDS, the Terms of Business and the FSG.

Consult your advisor

You should obtain independent financial, legal, taxation and any other professional advice concerning this PDS, the Terms of Business and the FSG.

FXCM DOES NOT PROVIDE PERSONAL ADVICE

We only provide general advice. General advice under Australian law can include information about FXCM products and the underlying markets and FXCM's opinions about, or outlook for, FXCM products. Any information you have requested about FXCM products and the markets, or have discussed with a FXCM employee should only be regarded as general advice.

If you require personal advice specific to your particular financial situation, objectives or needs, you will need to speak to your financial adviser. FXCM does not give personal advice.

Any discussions with FXCM employees about his or her view of current or future market conditions or prospects for a particular FXCM Product should not be seen as personal advice, as he or she will not have taken into account your particular financial circumstances, objectives or needs. Rather, it should be regarded as general information for your consideration prior to making any decision to deal in any FXCM Product.

Updates, research reports, website content etc do not constitute personal advice. We do not provide personal advice. Personal advice is advice which takes into account your objectives, financial situation or needs. You will therefore not receive a Statement of Advice from us. This means that when we provide general advice to you, the advice will not take into account your objectives, financial situation or needs. It is important for you to consider these matters.

Accordingly we make no warranties or guarantees in respect of the content. You should read and consider this PDS and consider seeking independent advice before making any decisions and/or using the services offered by FXCM.

Investors and traders should obtain professional financial advice based on their own particular circumstance before making an investment decision on the basis of the general advice provided. While we ensure that all the information provided is kept up-to-date and accurate we accept no responsibility for any use made of the information. Upon your acceptance of FXCM's Terms of Business you warrant that communications between FXCM and yourself will not be interpreted as personal financial advice and that any investment or trading decision(s) made by you is/are a result of your own free will and choice.

FXCM may collect personal or investment information from you to identify you and to administer your account. Collection of personal information does not imply that personal advice is given.

Australian Securities and Investments Commission ("ASIC")

ASIC takes no responsibility for the contents of this PDS.

Use of examples in this PDS

The examples set out in this PDS and those on our Website are provided only for illustrative purposes. All amounts in the examples are approximations for illustration purposes only. The examples use figures which attempt to demonstrate how FXCM's FX Contracts work. The figures do not necessarily reflect your personal circumstances and do not restrict in any manner the way in which FXCM may exercise its powers or discretion. All monetary amounts are references to Australian Dollars. The examples do not constitute general or personal financial product advice to any person reading this PDS.

KEY BENEFITS OF DEALING IN FX CONTRACTS WITH FXCM

No Dealing Desk Execution

FXCM offers No Dealing Desk ("NDD") execution for its FX Contracts products (excluding Dow Jones FXCM Dollar Index Basket which is executed using a Dealing Desk execution – refer to PDS Part 2 for more details). With NDD, FXCM does not take a market position, which eliminates a major conflict of interest between market maker and trader. Every trade is hedged back to back with an FXCM affiliate which in turn hedges with some of the world's premier banks or financial institutions, which compete to provide the FXCM affiliate with Bid and Offer prices. These price providers (banks and financial institutions) do not see your stops, limits, and entry orders. The best spreads available to the FXCM affiliate are streamed to you with a small markup. There is no dealer confirmation.

Phone Dealing

FXCM offers you the option of placing trades over the phone with our dealers. The trading desk is open from 9:15a.m. Sydney time Monday morning through to 9:00a.m. Sydney time Saturday morning.

However, you will not be able to close existing positions or open new ones. All trading functionalities will cease upon the end of week closing.

24 Hour Trading and Support**

FXCM will endeavour to provide you with access to our Trading Platforms which provides you the opportunity to trade 24 hours a day on Trading Days. This gives you a unique opportunity to react instantly to news that is affecting the markets. FXCM representatives are available 24 hours a

day, 7 days a week.

User Friendly Trading Platforms

FXCM Trading Platforms are easy to use online trading stations designed to provide clients with comprehensive market information and a high level of execution. The Platforms allows you to customize your trade station.

Real Time Quotes

FXCM uses sophisticated technology and/or liquidity providers (counterparties) in order to offer you up-to-the-minute quotes. You may check your accounts and positions in real time and you may do so 24 hours a day.

Trading Education

FXCM has developed a series of courses that are designed to teach a novice trader basic skills in order to trade; using charts, identifying potential trading opportunities, trade the market based on news, events and economic data, and learn to maximize his/her trading opportunities while managing risks.

SIGNIFICANT RISKS OF DEALING IN FX CONTRACTS WITH FXCM

You should be aware that trading FX Contracts offered by FXCM involves risks. It is important that you carefully consider whether dealing in FX Contracts is appropriate for you in light of your financial circumstances such as your objectives, financial situation and needs.

FXCM will not give you any personal financial product advice. As FXCM will only be providing general advice, this advice will not take into account your objectives, financial situation or needs. Accordingly, ***you should obtain your own financial, legal, taxation and other professional advice as to whether FX Contracts are an appropriate investment for you.***

FXCM has a risk management framework within the software supporting the Trading Platforms which, assuming you meet all of your obligations to us (as fully set out in the Terms of Business), attempts to limit your potential loss to the amount of money you have deposited in your account. However, at all times, if you have open positions with us your potential loss can be substantial and is not limited to any amount. You may sustain losses in excess of the moneys you initially deposit not directly related to trading activity.

FXCM recommends that you do not risk money that you are not in a position to lose and that you adopt a philosophy of capital preservation and 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 favourable than the current price.

For example: If you buy the AUD/USD at 0.87739 and want the position to close automatically if it moves 1000 pips against you, you would enter a stop-loss order into the Trading Platform at 0.86739. (If you are short, you would enter the stop-loss order above the current price i.e. 0.88739.)

Please note that your stop-loss orders may be filled at prices inferior to those at which they were

originally placed. FXCM will execute a stop-loss order once one of the following conditions is met:

- FXCM's Offer price has reached the stop-loss order price in the case of a buy order, or FXCM's Bid price has reached the stop-loss order price in the case of a sell order; or
- The price offered by FXCM on the relevant Trading Platform has traded at or through the level at which the stop-loss order was placed.

In some market conditions, such as Gapping in the underlying market, the price offered by FXCM on the relevant Trading Platform will also Gap through your specified price (stop level), then the stop-loss order will be executed at the next available price.

Due to the above factors, FXCM does not guarantee that your stop-loss order will be executed at the same price you requested.

Market Risk

Market risk is the risk that the value of your positions will change as a result of a movement in the underlying market price.

For FX Contracts, you will suffer a loss if the underlying foreign exchange rate moves unfavourably. There is no guarantee or assurance that you will make profits, or not make losses, or that any unrealised profits or losses will remain unchanged. You should note that information about prices or rates may come from a number of sources and may not necessarily be current when provided to you. FXCM does not accept responsibility for this as it is impossible to guarantee prices based on a snap shot of your open positions until they are physically closed out and the price is determined.

Prices/rates

Prices/rates quoted may not necessarily reflect the broader underlying market. FXCM will select closing prices to be used in determining Margin Requirements and in marking to market the positions in client accounts. Although these prices can be expected to be reasonably related to those available on the interbank market (for FX Contracts) or the relevant underlying market of the asset which is the subject of the CFD, prices used may vary from those available and other participants in the markets,

Regulatory Risk

You may be exposed to the risk of a change in laws and regulations that materially may impact FXCM. A change in laws or regulations made by the government or a regulatory body can possibly increase the costs of operating a business, or possibly reduce the attractiveness of investment financial product.

Counterparty Risk

As FXCM issues the FX Contracts, you are dealing with FXCM as counterparty to every transaction. Thus, you are exposed to the financial and business risks, including credit risk, associated with dealing with FXCM. That is, if FXCM were to become insolvent it may be unable to meet its obligations to you. This is common to all OTC financial products.

FXCM clients may assess FXCM's financial ability to meet its counterparty obligations by reviewing the financial position of FXCM. Upon written request, a client may, at no additional cost, obtain a copy of our most recent financial statements.

You are reliant on FXCM's ability to meet its counterparty obligations to you to settle the relevant Contract. If FXCM were to become insolvent, then we may be unable to meet our obligations to

you in full or at all. FXCM limits this exposure by generally entering into opposite back to back transactions with an FXCM affiliate (hedging counterparty) in relation to its exposures to its clients i.e. we hold back to back positions (with you as one counterparty and with a hedging counterparty as the other counterparty). It is possible that a hedging counterparty may become insolvent while controlling client money. Therefore, any funds paid by clients to FXCM may not be protected if there is a default in the overall client trust account. Refer to the paragraph titled Clients' Money in this PDS for further information.

You should also refer to the section of the Terms of Business, where information about FXCM's conflicts of interest is discussed.

Leverage Risk

You should be aware that trading in leveraged Contracts such as the FX Contracts offered by FXCM 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 FX Contracts with FXCM, you should be aware that:

FX Contracts are speculative products that are highly leveraged and carry significantly greater risk than non-g geared 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 an FX Contract with FXCM not directly related to trading activity.

FX Contract 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 FX Contracts 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 in FX Contracts and seek advice from an independent financial advisor if you have any doubts.

An example of leverage risk: An account with FXCM permits you to trade on a highly leveraged basis (up to approximately 200 times [400 times for Micro Accounts] your account equity or as otherwise permitted by FXCM). An initial deposit of AUD\$500 may enable the trader to take a maximum position of AUD\$100,000 notional market value. In such a case, the funds in an account trading at maximum leverage can be completely lost, if the position(s) held in the account has more than a one percent swing in value. In fact, your loss is not limited to that amount i.e. you could lose additional money beyond the funds you have deposited with us Given the possibility of losing an entire investment or more, speculation in financial markets should only be conducted with risk capital funds that if lost will not significantly affect your financial well-being. If you have pursued only conservative forms of investment in the past, you may wish to study financial markets trading further before commencing with an investment of this nature. You must realize that you could sustain a total loss of all funds you deposit with us as initial margin as well as substantial amounts of additional capital, should the market go against your investment or Gapping occurs in the underlying market making it impossible to execute your stop-loss order (if placed). If you wish to commence trading, you acknowledge that the funds you have committed are purely risk capital and loss of your investment will not jeopardize your style of living nor will it detract from your future retirement program. Additionally, you fully understand the nature and risks of trading FX Contracts and your obligations to others will not be impacted should you suffer investment or trading losses.

Systems Risk

Operational risks in relation to the FXCM Trading Station are inherent in every FX Contract. For example, disruptions in FXCM's operational processes such as communications, computers,

computer networks, software or external events may lead to delays in the execution and settlement of a transaction.

Clients receiving a disruption to the Trading Stations must call the dealing desk in order to open/close positions. In the event a disruption occurs on the FXCM side, you may be unable to trade in an FX Contracts offered by FXCM when you wish and you may suffer a financial loss or opportunity loss as a result.

FXCM does not accept or bear any liability whatsoever in relation to the operation of the FXCM Trading Station, except to the extent that it is caused by the fraud or dishonesty on the part of FXCM or its employees, agents or representatives.

Execution Risk

Slippage

FXCM 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 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.

Delays in Execution

A delay in execution may occur for various reasons, such as technical issues with your internet connection to the FXCM servers, which may result in hanging orders. The Trading Platforms on your computer may not be maintaining a constant connection with the FXCM 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 Trading Platforms, causing delays in transmission of data between your Trading Platform and FXCM'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 FXCM (or its counterparty) is willing to take a position may be several pips away. For Limit Entry or 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 sits in the "orders" window after it has been executed. Generally, the order has been executed, but it is simply taking a few moments for it to be confirmed. 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.

Greyed Out Pricing

FXCM does not intentionally "Grey Out" prices; however, this is a condition that occurs when liquidity decreases, and market-makers that provide pricing to FXCM are not actively making a market for particular currency pairs. Clients will not be able execute trades on "Greyed Out" prices.

Hedging

The ability to hedge allows you to hold both buy and sell positions in the same product simultaneously. You have the ability to enter the market without choosing a particular direction. While the ability to hedge is an appealing feature, you should be aware of the factors that may affect hedged positions. It is important to note that even a fully hedged account may suffer losses due to rollover costs, exchange rate fluctuations or widening spreads. Such losses may even trigger a Margin Call.

Inverted Spreads

Unfortunately, online trading technology is not perfect and, in rare cases, this feed can be disrupted. This may only last for a moment, but when it does, FXCM Spreads (Bid and Offer prices) often become inverted. The clients may not be able to trade on inverted FXCM Spread and FXCM reserves the right to reverse such trades.

Trading Platform 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 various Trading Platforms are closed i.e. on days which are not a Trading Day. In this case, you will not be able to trade in a FX Contract such as open a new transaction or close out an open transaction until the trading function of re-opens. You may suffer a financial loss or opportunity loss as a result.

Use and Access to the Website

You are responsible for providing and maintaining the means by which you access the FXCM Trading Platforms and Website. While the internet is generally reliable, technical problems or other conditions may delay or prevent you from accessing the FXCM Website. If you are unable to access the internet and thus, the Trading Stations, it will mean you are unable to trade in a FX Contract offered by FXCM when you wish to do so and you may suffer a financial loss or opportunity loss as a result.

Furthermore, FXCM reserves the right to suspend the operation of our Website or any part or section thereof.

Transactions are not Transferable

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

Mobile TS II Trading System Risks

You understand that by choosing to conduct trading activity via Mobile TS II, you assume and accept certain risks for which you agree that neither FXCM nor its third party service provider shall be liable, including but not limited to the risk of: power outages; broken connections; network circuit obstruction or congestion; transmission failures; transmission delays; the risk of delayed communications during periods of increased market volatility; and/or other occurrences outside FXCM's direct control (collectively, "Technical Problems"). Order execution via Mobile TS II is not guaranteed. You hereby agree to indemnify and hold FXCM harmless with respect to any and all losses you may sustain in connection with any and all Technical Problems. Customer service inquiries relating to Technical Problems should be directed to FXCM. However, in no event will FXCM be liable for your inability to engage in trading activity via Mobile TS II and FXCM shall not be responsible for any losses incurred by you or missed opportunities experienced by you due to the delayed or non-delivery of any order or instruction via Mobile TS II.

You agree that FXCM shall not be responsible for any fees associated with your use of Mobile TS II

should you incur any fees from your internet service provider, phone service provider, or any other service provider used to access Mobile TS II.

Online trading and trading via portable device, no matter how convenient or efficient, do not reduce the risks associated with trading in FX Contracts s. FXCM will not be liable to you or any third party for the accuracy or timeliness of any and all information provided via Mobile TS II or for any and all actions on such information.

IF YOU HAVE ANY DOUBTS AS TO WHETHER AN ORDER PLACED VIA MOBILE TS II HAS BEEN EXECUTED, YOU SHOULD NOT PLACE ADDITIONAL ORDERS VIA MOBILE TS II. RATHER, YOU SHOULD CONTACT FXCM FOR INFORMATION REGARDING ORDER STATUS OR LOG ON TO THE RELEVANT FXCM TRADING PLATFORM. FXCM'S PHYSICAL TELEPHONE TRADING DESK IS MAINTAINED DURING TRADING HOURS AS AN ALTERNATIVE METHOD OF COMMUNICATION DURING MOBILE TS II SERVICE INTERRUPTIONS OR WHEN EXPERIENCING TECHNICAL PROBLEMS.

CLIENTS' MONEY

Any money that you deposit with FXCM will be segregated and held in a separate Client Trust account or accounts and may be invested in accordance with the Australian Client Money Rules and the Terms of Business.

The purpose of the trust accounts is to segregate our clients' money, including your money, from our own funds. However, individual client's money is co-mingled into one or more segregated trust accounts. Trust accounts may not insulate your money from a default in the trust accounts.

Should there be a deficit in the trust accounts and in the unlikely event FXCM becomes insolvent, you will be an unsecured creditor in relation to the balance of the money owed to you. However, some protections are afforded to clients by the Australian Client Money Rules.

Protections afforded by the Australian Client Money Rules

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

Money in the trust accounts is held in trust for the persons entitled to it, and is payable in the order set out below:

- 1) if money in the trust accounts is invested, the investment is likewise held in trust for each person entitled to money in the trust account; and
- 2) -money in the trust 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;
- 3) if the money in the 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
- 4) if there is money remaining in the accounts after payments made in accordance with the above paragraphs, the remaining money is payable to FXCM.

PRIVACY POLICY

This Privacy Policy explains how FXCM collects personal information and then maintains uses and discloses that information. It also provides some detail about Client's rights.

In accordance with the Anti-Money Laundering and Counter-Terrorism Act 2006, FXCM has an obligation to collect information and verify the identity of its clients. This information is referred to as Know Your Client information or KYC information. FXCM will carry out its customer identification and verification procedures in accordance with the Privacy Act 1988.

When submitting Client's application form to open an account with FXCM, Client will be providing entities within the FXCM group of entities (the "FXCM Holdings, LLC") with Client's personal information. FXCM Holdings, LLC will also maintain records of all transactions and activities on Client's account(s), including, but not limited to, details of liquidations on Client's account(s). FXCM Holdings, LLC may also collect information about Client from publicly available sources such as company registers. Client's personal information will be held by FXCM strictly in accordance with National Privacy Principles in the Privacy Act 1988. At any time, upon request, Client may gain access to the information FXCM holds about Client. FXCM Holdings, LLC may also record telephone conversations between Client and persons working for FXCM. Such recordings, or transcripts from such recordings, may be used to resolve any dispute between Client and FXCM Holdings, LLC and with a view to satisfying FXCM's statutory obligations including requests from regulators and other government bodies. Recordings or transcripts made by FXCM of Client's telephone conversations may be destroyed under FXCM Holdings LLC's normal practice, which is to destroy them usually, but not necessarily, 2 calendar months after the date of the conversation. FXCM Holdings, LLC will also collect and hold information about Client when Client completes an online application or other type of form or operates and deals on Client's Account through FXCM's Website.

FXCM has requested the information required in the application forms to enable FXCM to determine whether it will deal with Client using the FXCM Trading Station. That information, together with the information collected and maintained by FXCM during the course of its relationship with Client, is required to keep Client updated whilst Client is a client in relation to matters such as Client's Margin obligations and the funds in Client's account(s) and possibly other activities of FXCM. FXCM Holdings, LLC also requires the information to manage and administer the products and services provided to Client. FXCM may also be required to provide Client's personal information to ASIC and other regulatory and government bodies from time to time in Australia and overseas. FXCM Holdings, LLC may also disclose Client's personal information to: (i) financial institutions and other similar organisations in connection with its corporate activities or that are nominated by Client; (ii) the FOS, courts, arbitrators and other dispute resolution bodies; (iii) external service providers and professional advisers (which may be located overseas) that provide services to FXCM; (iv) any actual or potential delegate or assignee as referred to in the Terms of Business; (v) any other person or entity as required or authorised by law; and (vi) any organisation which Client request FXCM to or any persons acting on Client's behalf, including Client's financial adviser, broker, solicitor or accountant.

FXCM Holdings, LLC may use Client's personal information for: (i) marketing FXCM Holdings, LLC products and services to Client; (ii) developing an understanding of the products and services Client may be interested in obtaining from FXCM; (iii) any other purpose Client has consented to; and (iv) any use which is required or authorised by law.

FXCM Holdings, LLC takes all reasonable steps to protect Client's personal information from misuse, loss, unauthorised access, modification or disclosure.

Client need not give FXCM any of the personal information about Client requested in the application forms. However, without that information FXCM Holdings, LLC may not be able to

open an account for Client. Should Client have any questions or complaints about Client's privacy, Client should contact FXCM. If a complaint is not resolved by FXCM Holdings, LLC to Client's satisfaction, Client may complain to the Privacy Commissioner.

Client can gain access to any information FXCM holds about Client by calling +1 212 897 7660, or electronically mailing compliance@fxcm.com. FXCM will process Client's request usually within 14 days. If Client's request is complex, more time may be needed in which case we will advise Client of the extra time required. There is no fee for requesting access to Client's information, although FXCM Holdings, LLC may charge Client the reasonable cost of processing Client's request. In some circumstances the law may allow FXCM Holdings, LLC to deny Client access. In such a case FXCM will explain to Client the reason for refusing access.

FXCM requires that Client promptly notify FXCM of any changes to the personal information that FXCM Holdings, LLC holds about Client. This will ensure that Client's personal information held by FXCM Holdings, LLC is up to date and enable FXCM Holdings, LLC to keep Client informed of the continuing circumstances of Client's account(s), Client's Margin obligations and Client's trading activities. Client may ask FXCM at any time to correct personal information held by FXCM Holdings, LLC about Client which Client believes is inaccurate. Should FXCM disagree with Client as to the accuracy of the information, Client may request that FXCM attach a statement to that information noting that Client considers it inaccurate or incomplete.

DISPUTE RESOLUTION

This Dispute Resolution Policy explains how FXCM handles disputes with clients, both internally and externally.

Internal complaints handling system

- (i) Upon receipt of a complaint from Client, the FXCM employee that receives the complaint will attempt to resolve the issue. If the complaint cannot be resolved at the first point of contact or after reasonable investigation and discussion with Client, the matter will be referred to a senior member of the relevant FXCM division. If Client is dissatisfied with the outcome, Client will be requested to provide: (a) written notice specifying the nature of the complaint, the desired outcome and what action Client thinks will settle the complaint; and (b) all relevant material to support the complaint.
- (ii) Complaints should be addressed to the Complaints Officer and sent to FXCM. Upon receipt of written notice ("Lodgement Date"), FXCM's Complaints Officer will: (a) within 45 days of the Lodgement Date, provide a written acknowledgment of receipt and an indication of the time-frame in which FXCM will respond to the complaint; (b) consider and investigate the circumstances surrounding the complaint; (c) advise Client of the criteria and processes applied by FXCM in dealing with complaints; (d) upon request, provide Client with any relevant, non-confidential, material relating to the complaint; and (e) communicate directly with Client, with a view to resolving the complaint in a fair and timely manner.
- (iii) No later than 45 days following the Lodgement Date, the Complaints Officer must: (a) notify Client in writing of the decision in relation to the complaint; (b) provide Client with written reasons for the decision; (c) outline to Client the remedies, if any, available to Client; and (d) advise Client of any further avenues for complaint and the time frames involved in those avenues. Where Client has redress (financial or otherwise), FXCM will promptly provide Client with information regarding that redress. If the complaint is not resolved within 45 days following the Lodgement Date, the Complaints Officer will inform Client of the reasons for the delay.
- (iv) Client may contact the Client Services Department should Client require further information on how complaints are handled by FXCM internally.

External Dispute Resolution Process

- (i) In the event that Client's complaint is unable to be resolved by FXCM in accordance with its internal complaints handling system, Client may refer the complaint to the FOS for determination in accordance with its rules, provided that the complaint falls within the rules of the FOS.
- (ii) Client may lodge a complaint with the FOS by sending the necessary documents and information to:

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001
- (iii) Before FOS will deal with Client's complaint, Client must have first lodged a formal complaint with FXCM and given FXCM time to resolve the complaint.
- (iv) A determination by the FOS will be binding on FXCM only if the Client accepts the decision.

COMPENSATION ARRANGEMENTS

FXCM has professional indemnity ("PI") insurance arrangements in place which satisfies the requirements for compensation arrangements under section 912B of the Corporations Act. These arrangements are in place to compensate individuals who suffer loss or damage as a result of a breach of FXCM's obligations. Our PI insurance takes into account the nature and volume of our business, the number of clients and kind of clients we have, our representatives and the maximum potential extent of liability.

Our PI insurance also covers claim in relation to the conduct of representatives and employees who no longer work for us but who did at the time of the relevant conduct.

Further information

You should refer to the Terms of Business for further information about resolving any complaint or dispute with FXCM.

TAXATION CONSIDERATIONS

Trading in FX Contracts products offered by FXCM has the potential for generating substantial profits and the potential for generating substantial losses. The tax implications of such profits or losses may be significant depending on the personal circumstances of the individual client.

Trading in FX Contracts products offered by FXCM has the potential for generating substantial profits and the potential for generating substantial losses. The tax implications of such profits or losses may be significant depending on the personal circumstances of the individual client. FXCM 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.

The Australian Taxation Office has released Taxation Ruling 2005/15 which describes the income tax and capital gains tax consequences of dealing in financial CFD products. A copy is available at the ATO's website www.ato.gov.au.

You should note that this is a public ruling for the purpose of Part IVAAA of the *Taxation Administration Act 1953* (Cth) and therefore, if the ruling applies to an investor or trader, the Commissioner of Taxation is bound to assess that person on the basis outlined in the ruling. Penalties may apply where the treatment outlined in a taxation ruling is not followed and the investor has a tax shortfall.

COOLING-OFF ARRANGEMENTS

There are no cooling-off arrangements for the FX Contracts offered by FXCM.

This means that when you enter a transaction with FXCM you do not have a right to return the product and you do not have the right to request FXCM to repay the money you have paid to acquire the product. Should you change your mind after entering into a FX Contract with FXCM, you should close out your position by taking an opposite transaction.

ADDITIONAL INFORMATION

Other information about FXCM and its products may be obtained by accessing our Website at or by contacting us.

GLOSSARY

This Glossary is to be read in conjunction with this PDS. The FXCM Website also has a number of lists of market terminology which you should consult in the event that you do not understand any term when dealing with FXCM.

Account	An account of the client to deal or trade in FX Contracts with FXCM.
Account Equity	Aggregate of the current cash balance in your Account and your current unrealized profit and losses less any Margin Requirement.
Active Trader	A type of Trading Platform FXCM offers through which FX Contracts may be transacted.
AEST	Means the time in Sydney, New South Wales, Australia.
Application Form	The application form including the required account opening documentation and the Terms of Business completed by you and submitted to FXCM or FXCM Holdings, LLC whether electronically or in hard copy.
ASIC	Australian Securities & Investments Commission or any regulatory body which replaces it or performs its functions.
ASX	ASX Limited operating as Australian Securities Exchange.
AUD\$ and \$	Australian dollars, unless specified otherwise in this PDS.
Australian Client Money Rules	The provisions in Part 7.8 of the Corporations Act 2001 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.
Base Currency	The first currency quoted in the pair.
Bid	The price at which FXCM offers to buy a FX Contract.
Business Day	Business Day means: 8AM – 5PM AEST.
Cleared Funds	Funds that have been deposited and processed with FXCM and shown on the client's Account.
Commission	A transaction fee charged by FXCM for execution services.
Contract for	CFDs are an agreement between you and FXCM to trade the difference arising

Difference ("CFD")	from movements in the price or value of an underlying asset.
Contract	Means any FX Contract or CFD entered into by FXCM with the client or any back to back agreement which FXCM may enter into to enable it to enter into or fulfil its obligations under such contract.
Denominated Currency	The currency in which you have nominated your Account to be denominated.
FOS	The Financial Ombudsman Service.
Mirror Trader	Mirror Trader is an automated Trading Platform offered by FXCM.
FSG	FXCM's financial services guide, including a supplementary or replacement financial services guide.
Future Price	The price is an agreed upon price but delivery and payment will occur at a future date.
FX Contract	Any foreign exchange contract entered into by you and FXCM in respect of an over the counter margined foreign exchange contract.
FXCM Exchange Rate	The foreign exchange rate as FXCM may reasonably determine from time to time having regard to current market rates and which is available to the client from FXCM on request. This rate may be different to the price quoted by FXCM for a FX Contract.
FXCM	FXCM Australia Limited.
FXCM Holdings, LLC	Forex Capital Markets LLC and its divisions, including FXCM Australia Limited.
FXCM Spread	Means the difference between the Bid and Offer prices of a Contract quoted from time to time by FXCM and; where appropriate; expressed as a percentage of the relevant price.
Gapping	Gapping is the 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.
Greyed Out	Occurs when liquidity decreases, and counterparties that provide pricing to FXCM are not actively making a market for particular currency pairs.
Interbank Rate	The interbank rate calculated by FXCM with reference to the bid and offer prices for the underlying asset most recently quoted by any one or more third party banks.
Limit Entry/ Limit Order	This is an order to enter the market at a better price than the current one. Limit Orders are only filled at a designated price. When buying, lower prices are better, and when selling, higher prices are better.
Long	In relation to an FX Contract, the party that has bought the FX Contract in opening the position.
Margin	Margin is the minimum amount that you must have in your Account to enter into a FX Contract or a CFD with FXCM. Different Contracts have different Margin Requirements.
Margin Call	Call for additional money to be deposited to your Account in order to maintain your open positions.
Margin Requirement	The amount required to open and maintain a FX Contract.
MetaTrader 4	A type of Trading Platform FXCM offers through which FX Contracts may be transacted.
Minimum Point Increment	Represents the minimum possible price change between two successive transaction prices permitted by FXCM. The Minimum Point Increment can represent either an upward or downward movement in price. The Minimum Point Increment may also be referred to as a "tick" or a "pip".
Minimum Stop Distance	The minimum price distance (from the current quote) at which you may enter a 'risk' or 'stop' level.
National Guarantee Fund	The National Guarantee Fund administered by the ASX.

Offer	The price at which FXCM offers to sell an FX Contract.
PDS	Product disclosure statement.
Referring Broker	A person or organization that solicits and/or refers clients to FXCM and is compensated for the referral as described in Part 2 of this PDS.
Rollover Benefit	An amount you may receive for rolling your FX Contract and holding it as an open position overnight based upon the Rollover Rate multiplied by the notional value of the relevant open position.
Rollover Charge	An amount you may pay for rolling your FX Contract and holding it as an open position overnight based upon the Rollover Rate multiplied by the notional value of the relevant open position.
Rollover Rate	The rate at which you pay or receive interest on FX Contracts that remains open overnight. This is a varying rate dependent upon the applicable rate in the interbank markets, the duration of the rollover period, the size of the position and the FXCM Spread that is applied at FXCM's discretion.
Short	In relation to a FX Contract, the party that has sold a FX Contract in opening the position.
Spot FX	Any foreign exchange contract entered into between FXCM and a client.
Spot Price	The price that is quoted for immediate (spot) settlement.
Trading Day	5PM AEST – 5PM AEST Monday to Friday.
Trading Platform	FXCM's Trading Station II, Active Trader, MetaTrader 4 and Mirror Trader or any other electronic trading system made available to you by us from time to time.
Trading Station II	FXCM's proprietary Trading Platform through which FX Contracts may be transacted.
Trading Week	5:15 PM Sunday AEST to 4:00 PM Friday AEST, except for public holidays.
Usable Margin	Account Equity less Used Margin. This is the amount you have available to withdraw or to cover additional Margin Requirements.
Used Margin	Sum of your Margin Requirements for all of your current open FX Contracts s.
We, us or our	References to "we", "us" or "our" should be treated as references to FXCM Australia Limited.
Website	www.forextrading.com.au



Product Disclosure Statement

Part 2: Trading Station II, MetaTrader 4, ActiveTrader & Mirror Trader

Last Update: 08DEC2011

FXCM AUSTRALIA LIMITED

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**YOU MUST READ PART 1 OF THIS PRODUCT DISCLOSURE STATEMENT BEFORE
YOU PROCEED TO READ THIS PART, PART 2.**

Important Information about the FXCM Australia Limited Product Disclosure Statement (“PDS”)

FXCM Australia Limited (“FXCM”) is the issuer of this Product Disclosure Statement (“PDS”) for over the counter margined foreign exchange contracts (“FX Contracts”)

Under the Corporations Act 2001 (*Cth*) (“Corporations Act”), a retail client must receive a PDS from an AFS Licensee before acquiring a financial product. The PDS is the document that sets out the significant features of a financial product, including its risks, benefits, costs and fees and other related information. The purpose of this PDS is to provide you with sufficient information to make an informed decision in relation to the acquisition of our FX Contracts. You may also use this PDS to compare the financial products described with other issuers of similar products.

This PDS contains information about the FX Contracts we offer. This PDS is divided into 3 separate parts.

PART 1 – GENERAL INFORMATION

PART 2 – THE DIFFERENT TRADING PLATFORMS WE OFFER

PART 3 – FXCM MICRO

Part 1 of this PDS includes the general information about FXCM, trading with FXCM, benefits of dealing in FX Contracts with FXCM together with details of our Privacy Policy, Dispute Resolution, Taxation Considerations, Cooling-Off Arrangements, Other Available Information, and Glossary.

Part 2 of this PDS outlines the pertinent features of Trading Station II, MetaTrader 4, and Active Trader, and Mirror Trader Platform. Part 2 also details the fees and charges when trading FX Contracts utilizing the various Trading Platforms.

Part 3 of this PDS provides detailed information on a specific type of account i.e. the FXCM Micro Account. The FXCM Micro account is for traders who prefer trading in small (1K) lots referred to as “Microlots”. FXCM Micro uses “No Dealing Desk” execution.

You must ensure you have read the PDS Part 1 in addition to Part 2 or 3 that is relevant to the product/service you choose. The PDS is provided in separate parts in order to provide you efficient knowledge about our products and services in a clear, concise and effective manner.

This Part 2 of the PDS is set out in the following manner: First, it describes the features consistent in all Trading Platforms; next, it summarizes the distinct features of each Trading Platform, and then finally describes the fees associated with each Trading Platform.

TRADING WITH FXCM AUSTRALIA LIMITED ON TRADING STATION II, METATRADER 4, ACTIVETRADER, OR MIRROR TRADER

Applying to Trade with FXCM

Before you begin trading in FX Contracts you must complete an Application Form and be approved by FXCM. Before completing the Application Form you should read this PDS, the Financial Services Guide ("FSG") and the Terms of Business.

Opening an FX Contract

A position is opened by either buying (going Long) or selling (going Short) an FX Contract .

BUYING - If you expect an instrument to rise in value, you buy.

SELLING - If you expect an instrument to fall in value, you sell.

For example, if the current exchange rate for the Australian dollar against the US dollar is quoted to be AUD\USD 0.80000\0.80030, this means that one Australian dollar can be sold for 80 US cents.

A foreign exchange quote: e.g. AUD\USD "0.82000\0.82030" represents the Bid\Offer spread (in this case for AUD\USD). This quote means that you can:

- Buy (going long) Australian dollars at 0.82030 against the US dollar; and\or
- Sell (going short) Australian dollars at 0.82000 against the US dollar

Closing an FX Contract

You close an FX Contract by right clicking on the position and selecting "Close Trade" within the FXCM Trading Stations.

Contract Expiration

All FX Contracts and Index CFD positions will remain open until they are closed by the client or the position is liquidated due to insufficient Usable Margin to support the open position.

ROLLOVER – FX Contracts

Rollover Charges and Rollover Benefits

What is Rollover?

Rollover is the interest paid or earned when your transaction is rolled. This means that open positions held at the end of the Trading Day will be rolled over and remain open until the end of the next Business Day (unless the position is closed).

Each currency has an interest rate component associated with it, and because foreign exchange is traded in pairs, every trade involves not only 2 different currencies, but also two different interest rates.

If the interest rate on the currency you bought is higher than the interest rate of the currency you sold, then you will earn Rollover Benefit (positive roll). If the interest rate on the currency you bought is lower than the interest rate on the currency you sold, then you will pay Rollover Charge (negative roll).

Rollover Charges or Rollover Benefits can add a significant extra cost or profit to your trade.

The FXCM Trading Platforms automatically calculate and report all Rollover Charges or Rollover Benefits for you. The Rollover Rates are available via FXCM Trading Stations II, MT4* (as `swap`), ActiveTrader, and/or Mirror Trader. FXCM closely tracks and clearly displays Rollover Rates. Our policy is that Rollover Rates are displayed on the Trading Platforms one full day before they are posted to your Account. [*The new MT4 will calculate rollover and this will reflect in the swap column of any report generated]

Rollover Example

When you buy the EUR/USD currency pair, you are buying the Euro against the US Dollar. If the Euro interest rate is 4.00%, and the US interest rate is 2.25%, you are buying the currency with the higher interest rate, and you will earn Rollover Benefit - about 1.75% on an annual basis. If you sell the EUR/USD pair, you are selling the currency with the lower interest rate, and you will pay a Rollover Charge - about 1.75% on an annual basis, since you are paying the Euro interest rate and earning the US interest rate.

When is the Rollover Charge or Rollover Benefit booked to your Account?

5.00pm in New York (which corresponds to 9:00am of the following day in Sydney during Daylight Savings Time and 7:00am during the rest of the year) is considered the beginning and end of the Trading Day in FX Contracts. Any positions that are open at 5.00pm are considered to be held overnight, and are subject to being rolled. A position opened at 5:01pm is not rolled until the next day, while a position opened at 4:59 PM is subject to being rolled at 5.00pm.

A credit (in the case of Rollover Benefit) or debit (in the case of Rollover Charge) for each position open at 5.00pm (New York Time) EST is applied directly to your Account's balance.

Weekends and Holidays

Most banks across the globe are closed on Saturdays and Sundays, so positions are not rolled on these days, but most banks still apply interest for those two days.

To account for that, FXCM books 3 days of Rollover Charge or Rollover Benefit on Wednesdays, which makes a typical Wednesday rollover three times the amount on say, Tuesday. Positions are not rolled on holidays, but an extra day's worth of Rollover Charge or Rollover Benefit is incurred 2 Trading Days before the holiday. Typically, this happens if any of the currencies traded have a major holiday. Therefore, Independence Day in the USA, July 4, closes American banks, and an extra day of rollover is added at 5.00pm on July 1 for all US dollar currency pairs.

Pricing

How are FX Prices determined by FXCM?

FX prices by using price feeds from the interbank market and places a small markup within the spread (difference between the bid and ask price) before passing these prices to its clients. Prices are usually executable and represent the spot price. The markup within the spreads is revenue for FXCM.

In order to minimize FXCM's exposure to market risk and in an effort to acquire the best prices for clients every trade is hedged back to back with FXCM LLC who in turn hedges with one of the world's premier banks or financial institutions, which compete to provide FXCM with bid and ask prices. There is no dealer confirmation. This means that during key news and economic events there are no restrictions on order placement. The FXCM Trading Stations also allow traders to place entry orders within the spread.

FXCM feeds real-time streaming prices into the FXCM Trading Platforms. These prices update dynamically tick by tick with the slightest market move. They are not simply indications of where the underlying market is trading but actual executable prices where clients can buy or sell the currency pair.

YOUR MARGIN OBLIGATIONS TO FXCM

The Margin you need when you open a FX Contract with FXCM

The FX Contracts offered by FXCM will be subject to Margin Requirements i.e. clients must deposit funds for security / margining purposes. Accordingly, you are responsible to meet all Margin Requirements required by FXCM.

When you enter into a FX Contract with FXCM and while that transaction remains open you need to have sufficient Usable Margin in your Account to satisfy the Used Margin amount for the relevant number of FX Contracts you hold. Examples of the calculation of the Margin Requirement are listed below. You should refer to the current Margin percentages per instrument which are listed on the FXCM Trading Platforms.

The FXCM Trading Stations will calculate in real time both the Margin Requirement and the remaining Usable Margin in your Account. You can see them stated in the accounts window of the FXCM Trading Stations under the columns "Usd Mr" (Used Margin), and "Usbl Mr" (Usable Margin). When trading on Trading Station II, or Active Trader if the UsblMr column reaches zero, a Margin Call will be applied on the Account, and all open positions will be triggered for liquidation.

Q. What is Used Margin?

A. Margin is the amount that you must have in your Account to enter into FX positions with FXCM.

The level of Margin required to open and maintain a FX Contract is called the "Used Margin".

Margin Requirements can fluctuate from intraday, to overnight to over the weekend. Please refer to the FXCM Trading Stations for current levels of Margin Requirements.

Q. What is my Usable Margin?

A. Usable Margin is the funds available for entering new positions. It is also the amount of funds you have until open positions in your Account are liquidated or closed out by FXCM.

Your "Usable Margin" is the difference between:

- Your Account Equity; and
- any Used Margin set aside to fund open positions.

Usable Margin = Account Equity - Used Margin

Please note, you should always refer to the trading station for accurate margin requirements for each currency pair.

Margin Call

If you open an FX Contract and it moves against you and your Usable Margin falls to "0", your Account will be placed on Margin Call and all positions will be triggered for liquidation or closing out by FXCM at the next available price. FXCM does not call or notify you prior to your Account being placed on Margin Call.

Example:

Account 1234 has a balance of \$25,000 and is trading on 100:1 leverage requiring \$1000 Margin Requirement for each 100,000 in open positions. Account 1234 buys 300,000 USD/JPY and sells 500,000 EUR/USD. As the account has 800,000 in open positions this client is required to have at least \$8,000 in Account Equity to fund these positions. As this client has \$25,000 in his Account the most this client can lose before triggering a Margin Call is \$17,000.

If Account Equity falls below Margin Requirements, the MT4 system will trigger an order to close some of the open positions. If the Usbl MR column reaches zero, the positions with the largest losses will be closed first in order to free up additional Margin. The Margin Call process is entirely electronic and FXCM does not actively monitor positions.

FXCM does not provide notice prior to a Margin Call. It is **your responsibility to actively monitor and manage your open positions** and your obligations, including ensuring that you meet your Margin Requirement and the Usable Margin exceeds "0". It is also your responsibility to ensure you are aware of any changes in the Margin Requirement or where the Usable Margin is approaching "0". FXCM is under no obligation to contact you in the event of any change to the Margin Requirement or where the Usable Margin approaches or falls to "0" or to advise you of any actual or potential shortfalls in your Account.

You may increase the amount of Usable Margin available in your Account by:

- Closing out or reducing one or more of your open position(s) in order to reduce your Used Margin amount; and/or
- depositing additional funds into your Account.

If you choose to deposit additional funds into your Account, these additional funds must be Cleared Funds before they will be available.

These steps may not be necessary if there is an increase in the value of your open positions due to a further market fluctuation.

For example: you opened a long (buy) position in a FX Contract, and the price of the FX Contract subsequently fell. As a result, your Usable Margin available is close to reaching "0" and you decide to increase the Usable Margin available by closing out your long position at a lesser price (thereby reducing your Margin Requirement), and depending on the amount of Used

Margin for the original long position, that amount would then be available for Usable Margin i.e. it is no longer required to fund an open position.

FXCM does not represent or warrant, or give any assurance that your open positions will be closed out at any particular level. Accordingly, your losses may be higher than what they would have been had FXCM exercised its right to place a liquidation order.

Furthermore, you will be liable for all losses incurred, despite FXCM having had the right to close out your position at a time before you incurred those additional losses. Any such loss may result in you losing all moneys that you have deposited in your Account with FXCM, but you will not be liable for debit balances in your Account in excess of the moneys that you have deposited, that is not directly resulting from trading activity.

It is your responsibility to ensure that your Usable Margin does not fall below the Margin Call trigger level of "0", and to ensure that you do not rely on FXCM to close out your positions should they be nearing, or exceed, the Margin Call level. You may do this by reviewing your Account details on the FXCM Trading Stations with a view to monitoring your Usable Margin, bearing in mind that any additional funds that you deposit into your account will not contribute towards your Account Equity balance until those funds become Cared Funds. You may also contact our Client Services Department should you have any queries about your current Margin Requirement obligations.

Changes in Margin Requirement

According to the Terms of Business, FXCM reserves the right to modify at its discretion the margin requirement of any FX Contract at any time. This, in turn, modifies your Used Margin. For current details of the Margin Requirements we refer you to the FXCM Trading Platforms.

Conflicts of Interest

FXCM, its associates or other persons connected with FXCM may have an interest, relationship or arrangement that is material in relation to any FX Contract entered into with FXCM, or advice provided by FXCM.

Pip

In currency trading, price movements are measured in pips, as opposed to ticks which are used to measure price movements in many other financial instruments.

For all currency pairs except those for which JPY is the counter-currency (second currency), the place value of a pip is the fourth digit to the right of the decimal point.

EXAMPLE: A movement in the price of EUR/USD from 1.4780 to 1.4781 would be a change of 1 pip.

What is Pip Cost?

The pip cost is the monetary value of a pip in terms of the currency in which the account is denominated. The monetary value of a pip is determined by the counter-currency (second currency) of the currency pair but is converted into the equivalent amount of the currency in which the trading account is denominated.

EXAMPLE: For AUD-denominated accounts, the pip cost is expressed in AUD per 10k lot.

The Gross Profit/Loss ("P/L") column displays the value of the profit or loss expressed in terms of account currency. It is determined by taking the profit or loss in pips (P/L) and multiplying it by the value of a pip (Pip Cost).

EXAMPLE: For AUD-denominated accounts, the Gross P/L is expressed in terms of AUD.

Pip Cost when USD is the counter-currency

For all currency pairs for which USD is the counter-currency, the pip cost is 1 USD per 10k lot. The pip cost will be converted into the account currency.

EXAMPLE: For AUD-denominated accounts, assuming an AUD/USD rate of 0.8000, the pip cost for EUR/USD, GBP/USD, AUD/USD, and NZD/USD will be 1.25 AUD. ($1 \text{ USD} \div 0.8000 = 1.25 \text{ AUD}$)

The pip cost will fluctuate depending on the AUD/USD rate.

Pip Cost when JPY is the counter-currency

For all currency pairs for which JPY is the counter-currency, the pip cost is 100 JPY per 10k lot. The pip cost will be converted into the account currency.

EXAMPLE: For AUD-denominated accounts, assuming an AUD/JPY rate of 89.29, the pip cost for USD/JPY, EUR/JPY, GBP/JPY, and AUD/JPY will be 1.12 AUD. ($100 \text{ JPY} \div 89.29 = 1.12 \text{ AUD}$)

The pip cost will fluctuate depending on the AUD/JPY rate.

Pip Cost when JPY is not the counter-currency

For all currency pairs for which JPY is not the counter-currency, the pip cost is exactly 1 unit of the counter currency per 10k lot. The pip cost is converted into the account currency using the exchange rate between the currency in which the account is denominated and the counter-currency of the pair being traded.

EXAMPLE: For AUD-denominated accounts, assuming an AUD/CHF rate of 0.9259, the pip cost for USD/CHF, EUR/CHF, GBP/CHF, and AUD/CHF will be 1.08 AUD. ($1 \text{ CHF} \div 0.9259 = 1.08 \text{ AUD}$)

The pip cost will fluctuate depending on the AUD/CHF rate.

Account Denominations

FXCM offers account denominations in United States Dollar, New Zealand Dollar and Australian Dollar for Trading Station II, Metatrader 4, Mirror Trader, Strategy Trader. For the ActiveTrader platform FXCM offers only United States Dollar account denominations.

DISTINCT FEATURES OF TRADING STATIONS

The chart below outlines the distinct features of the Trading Platforms.

	Lot Size	Minimum Margin Requirement	Minimum Account Requirement	Base Currency for Platform	Commission	Currency Pairs
Trading Station II (Standard Account)*	10,000 base currency (10k)	.5%	AUD\$2,000	AUD, NZD or USD	None	54
MetaTrader 4	10,000 base currency (10k)	.5%	USD\$2,000	USD	None	See Below
Active Trader	100,000 base currency (100k)	.5%	USD\$25,000 or 10 Million per Month Notional Volume	USD	Commission is charged on a per trade basis contingent upon monthly trading volume**	See Below
Mirror Trader	10,000 base currency (10k)	.5%	USD\$2,000	USD	USD\$1 Per Trade	See Below
Strategy Trader	10,000 base currency (10k)	.5%	AUD\$2,000	AUD, NZD or USD	None	54

* The Dow Jones FXCM Dollar Index Basket has its own distinct features. Please see Page --.

**Commissions for ActiveTrader Trading Platform maybe determined prior to account opening or while you are a live client. Please see Page 17.

For more information on any of the Trading Stations contact FXCM Australia using the Contact information provided in Part 1 of this PDS.

FXCM Mobile TSII Trading System

Terms of Service

Customers trading on FXCM Trading Station II will be able to use the Mobile TS II platform and manage their live account via a portable device. It is recommended that you familiarize yourself with the functionalities of Mobile TS II by using the Demo Version prior to managing your live account. Mobile TS II is comprised of mobile trading software provided exclusively through public telecommunication networks, circuits and other public connections to FXCM platforms. Mobile TS II utilizes public telecommunication network circuits for the transmission of messages. FXCM shall not be liable for any and all circumstances in which you may experience a delay in price quotation or an inability to trade caused by network circuit transmission problems that may arise between you and any internet service provider, phone service provider, or any other service provider or related to any other problems outside the direct control of FXCM.

FXCM will endeavour to use commercially reasonable efforts to ensure the security of information and transactions conducted via Mobile TS II. However, you are obligated and solely responsible to keep your password(s) and other confidential information secret and ensure that third parties do not obtain access to your account or your portable device. You will be solely liable for any and all trades executed by means of your password(s) even if such use may be wrongful. FXCM may rely on all orders and instructions submitted using your password(s) without further inquiry or verification.

Mobile TS II is not intended as a primary means of placing orders to trade. Mobile TS II is being provided solely as a convenience and not as an alternative to FXCM Trading Platform or telephoning the FXCM trading desk.

Trading Station Gateway

Trading Station Gateway is FXCM's newest web - based trading platform. There is no need to download any software and ideal for Macintosh users. No implementation cost is incurred by you for downloading TSG. TSG serves to improve the internet connectivity speed for clients who are locating in regions with poor connection. The interface/functionality is exactly the same as Trading Station II. However, TSG does not currently offer all charts that Trading Station II does.

Dow Jones FXCM Dollar Index Basket (“FXCM Dollar Basket”)¹

The Dow Jones FXCM Dollar Index Basket (“FXCM Dollar Basket”) is designed to reflect the change in value of the U.S. dollar measured against a basket of the most liquid currencies in the world: the Euro, British Pound, Japanese Yen and Australian Dollar. The FXCM Dollar Basket is built by equal-weighting the following currency pairs: EUR/USD, GBP/USD, USD/JPY and AUD/USD.

The FXCM Dollar Basket was created through a collaboration of Dow Jones Indexes and Forex Capital Markets LLC and exclusive for live trading through Forex Capital Markets LLC. FXCM Australia Limited is an affiliate of Forex Capital Markets LLC. The FXCM Dollar Basket is only available through the FXCM Trading Station II Platform and it is shown on the trading platform as USDOLLAR.

There are some distinct features of the FXCM Dollar Basket that you should carefully consider before trading.

Dealing Desk Execution

The FXCM Dollar Basket is executed using a Dealing Desk execution model. In a Dealing Desk model, a broker assumes market risk for client positions and does not use straight through order processing. This differs from all other FXCM currency pairs. All other FXCM currency pairs use the No Dealing Desk Forex Execution model and process orders using straight through processing.

Methodology

The FXCM Dollar Basket employs a methodology that utilizes FX quantities as the basis of its calculation, rather than FX spot rates, in an effort to ensure a clear and transparent index.

Pip Cost

USD \$1 per lot traded.

Minimum Trade Size

¹ The Dow Jones FXCM Dollar Index is a product of Dow Jones Indexes, the marketing name and a licensed trademark of CME Group Index Services LLC (“CME Indexes”), and has been licensed for use. “Dow Jones®”, “Dow Jones FXCM Dollar Index” and “Dow Jones Indexes” are service marks of Dow Jones Trademark Holdings, LLC (“Dow Jones”) have been licensed to CME Indexes and sublicensed for use for certain purposes by Forex Capital Markets LLC (“FXCM”). FXCM Australia Limited is an affiliate of Forex Capital Markets LLC. FXCM’s Dow Jones FXCM Dollar Index Basket based on the Dow Jones FXCM Dollar Index is not sponsored, endorsed, sold or promoted by CME Indexes, Dow Jones or their respective affiliates, and CME Indexes, Dow Jones and their respective affiliates make no representation regarding the advisability of trading in such Basket product.

1 lot (1 lot is equivalent to USD\$10,000 on January 1, 2011). The value of the lot changes as the price of the FXCM Dollar Basket changes.

Minimum Margin Requirements

USD \$200 per lot. Trading on margin can both positively and negatively affect your trading experience as both profits and losses can be dramatically amplified.

DISTINCT FEATURES OF METATRADER 4 TRADING STATION

FXCM MetaTrader 4 (“MT4”)

Types of FX Contracts issued by FXCM MetaTrader 4 Trading Station

New MetaTrader 4 has 56 available currency pairs.

MT4 Trading Station offers FX Contracts in the following currency pairs:

AUD/CAD	EUR/AUD	EUR/PLN	GBP/USD	USD/CAD	USD/RUB
AUD/CHF	EUR/CAD	EUR/SEK	HKD/JPY	USD/CHF	USD/SEK
AUD/JPY	EUR/CHF	EUR/TRY	NOK/JPY	USD/CZK	USD/SGD
AUD/NZD	EUR/CZK	EUR/USD	NZD/CAD	USD/DKK	USD/ZAR
AUD/USD	EUR/DKK	GBP/AUD	NZD/CHF	USD/HKD	ZAR/JPY
CAD/CHF	EUR/GBP	GBP/CAD	NZD/JPY	USD/HUF	
CAD/JPY	EUR/HUF	GBP/CHF	NZD/USD	USD/JPY	
CHF/JPY	EUR/JPY	GBP/DKK	SEK/JPY	USD/MXN	
CHF/NOK	EUR/NOK	GBP/JPY	SGD/JPY	USD/NOK	
CHF/SEK	EUR/NZD	GBP/SEK	TRY/JPY	USD/PLN	

Should any changes be made to this list, such will be available on the FXCM MT4 Trading Station.

Trading Execution

The default execution setting for TSII Orders is Good Till Cancelled. Good Till Cancelled orders can be filled partially and can be filled multiple times until the order is fully executed or until the client cancels the remaining order amount that did not execute. MT4 Orders to open and close trades, as well as take profit (TP) orders, however, execute Fill or Kill. These orders only execute if they can fill in their entirety at the requested price. These orders cannot be broken up and filled at multiple prices.

Orders to open and close trades, as well as take profit (TP) orders execute Fill or Kill. These orders only execute if they can fill in their entirety at the requested price. These orders cannot be broken up and filled at multiple prices.

In the event that sufficient liquidity is not immediately available to execute a Fill or Kill order in its entirety, execution ceases.

Stop loss (SL) orders, and orders submitted due to margin call do not execute Fill or Kill. These orders do fill in their entirety at the same price; however, execution will not cease if sufficient liquidity is not immediately available. Execution will continue until a price becomes available to fill the entire order.

Please note: all FXCM MetaTrader 4 accounts use FXCM's No Dealing Desk Forex Execution.

Margin Requirement

If account equity falls below margin requirements, the FXCM will trigger an order to close some of the open positions. When positions have been over-leveraged or trading losses are incurred to the point that insufficient equity exists to maintain current open positions, a margin call will result, and open positions must be liquidated.

On the MT4 trading platform when the account's free margin reaches zero, the positions with the largest losses will be closed first in order to free up additional margin. The margin-call process is entirely electronic and FXCM does not actively monitor positions and accounts. Margin requirements may be changed at the discretion of FXCM.

Margin Call

The margin call policy for FXCM MetaTrader 4 accounts is different from all other FXCM accounts. When a margin call occurs, trades will be closed one by one until "Free Margin" is greater than zero.

Trades are closed in the following manner when a margin call occurs. Trades close in order of the size of their loss, from the largest loss to the smallest loss, as recorded in the "Profit" column at the time of margin call. This process will continue until "Free Margin" is greater than \$0.

Please read the following examples closely to understand fully how the FXCM MetaTrader 4 margin call policy works.

SCENARIO 1

Client A has the following positions open in two different currency pairs when a margin call occurs.

- Position 1: EUR/USD bought on January 1st
- Position 2: GBP/AUD bought on January 2nd
- At the time of margin call, the "Profit" column shows:
- Position 1: **-\$50**
- Position 2: **-\$100**

In this example, the MetaTrader 4 platform will close the trade with the largest loss first - Position 2.

SCENARIO 2

Client B has the following positions open in the EUR/USD currency pair when a margin call occurs.

- Position 1: EUR/USD bought on January 1st
- Position 2: EUR/USD bought on January 2nd
- At the time of margin call, the "Profit" column shows:
- Position 1: **-\$50**
- Position 2: **-\$100**

In this example, the MetaTrader 4 platform will close the trade with the largest loss first - Position 2.

SCENARIO 3

Client C has the following positions open when a margin call occurs.

- Position 1: EUR/USD bought on January 1st
- Position 2: GBP/AUD bought on January 2nd
- Position 3: EUR/USD bought on January 3rd

At the time of margin call, the "Profit" column shows:

- Position 1: **-\$50**
- Position 2: **-\$100**
- Position 3: **-\$200**

In this example, the MetaTrader 4 platform will close the trade with the largest loss first - Position 3.

After Position 3 closes, if "Free Margin" is still at or below zero, Position 2 will now be the largest losing position and will close next.

Max Deviation

With FXCM MetaTrader 4, all orders execute using instant execution. This MetaTrader 4 execution type enables the maximum deviation ("max deviation") feature.

The maximum deviation feature was designed to control slippage - both negative and positive - in the following way. When creating an order, a number is specified in tenths of a pip (≥ 0) in the max deviation field. This number is the maximum amount of slippage the order can receive. If the market price moves beyond this amount while the order is executing, the order will cancel automatically. *This is how the maximum deviation feature was designed to function.*

FXCM trading policy allows for unlimited positive slippage on all order types. Therefore, FXCM has developed a way to override the restriction that the maximum deviation feature places on positive slippage. All orders placed on the FXCM MetaTrader 4 platform fill with the greatest amount of positive slippage possible.

In the event that an order fills with positive slippage *beyond the maximum deviation*, the platform logs a message in the "Journal" tab. The message has the following format: *\${Amount} - Positive Slippage - {Order Number}*. *\${Amount}* is the positive slippage the order received beyond the maximum deviation.

If the market price moves negatively beyond the maximum deviation, the order cancels automatically. When this occurs, an "Off Quotes" message is displayed. This is a standard MetaTrader 4 message notifying the user that an order canceled because the market price deviated beyond the order setting.

Please note: dependent upon market conditions, a lower maximum deviation amount can increase the likelihood that an order will be rejected due to the market price moving outside of the maximum deviation.

Maximum Trade Size

The maximum trade size on the MT4 platform is the same as the trade size for Trading Station II, which is at 50 million per trade.

Rollover

MT4 trading station does not display the rollover amount prior to you placing your trade. The rollover amount is calculated and displayed once you have placed your trade. The rollover amount on your report is described as 'swap.' This differs from the FXCM Trading Station II. FXCM Trading Station displays the rollover amount prior to placing the trade and it will not be described as 'Balance Adjustment' but rather as Rollover Amount.

Cross-Platform Computability

FXCM MetaTrader 4 login credentials grant a user with access to the FXCM Trading Station platforms. Therefore, FXCM MetaTrader 4 account holders can place and manage trades and orders through the FXCM Trading Station platforms. Account details for retail clients (e.g. orders, trades, P/L, margin, equity) will match on all of these platforms and their statement of records. However, please note that some functionality available on the FXCM Trading Station platforms may not be available on the FXCM MetaTrader 4 platform.

FXCM MetaTrader 4 Server Information

Under rare circumstances it may be necessary to type in a server address when logging into FXCM MetaTrader 4. So long as you download FXCM MetaTrader 4 and install it on your computer or VPS, you will not need these server addresses. If you need to enter the server address when logging in, be sure to use the one that corresponds to your trading account's denomination. As an example, if your account is denominated in U.S. dollars, you would use "mt4r01.fxcorporate.com."

Phone Dealing

Phone dealing is available but only to place stops/limits or to close an open position. Market orders or stop/limit entries are not available via phone.

Clients with accounts on the FXCM Trading Station II may place trades of all types by phone.

DISTINCT FEATURES OF ACTIVE TRADER TRADING STATION

Active Trader is a platform designed for the more experienced trader who trades a higher volume or trades with a larger amount of deposit. Active Trader is a Web based platform and therefore unlike Trading Station II and MT4 is not required to be installed or downloaded.

Types of FX Contracts Issued

FXCM offers FX Contracts in the following currency pairs for the Active Trader Trading Stations:

EUR/USD	EUR/CAD	GBP/AUD	AUD/USD
EUR/JPY	AUD/CAD	AUD/NZD	USD/CAD
GBP/JPY	AUD/JPY	GBP/USD	NZD/USD
CHF/JPY	CAD/JPY	USD/CHF	EUR/GBP
GBP/CHF	NZD/JPY	EUR/NZD	
EUR/AUD	USD/JPY	EUR/CHF	

Should any changes be made to this list, such will be available on the FXCM Active Trader Trading Station.

Market Depth

The Active Trader platform features a depth of market display which enables customers to view and trade on various pricing levels that coincide with available liquidity. The multiple tiers of liquidity vary by currency pair due to available liquidity from FXCM's liquidity providers.

DISTINCT FEATURES OF MIRROR TRADER

Mirror Trader

Mirror Trader is a third-party software that FXCM has licensed to use and offer to you. FXCM does not warrant its error-free functionality.

What is Mirror Trader?

Mirror Trader is software that aggregates various algorithmic and signal based trading, designed by third-party quantitative analysts, programmers, and currency traders to enable you to create trading portfolios. The Mirror Trader will grant access to over forty (40) automated trading systems from signal and system providers all over the world. Mirror Trader is configured so that you can compare several systems side-by-side, and then choose which ones to add to your own portfolio. You will be able to automate trade execution, view overlay performance of multiple systems, customize your own portfolio strategies and view data based performance on real trades placed on a demo account , monitor all trades placed on your account, and apply risk management control options on accounts. Mirror Trader is strictly technology. At no point does any person other than you exercise discretion over the trading activity. Moreover, at no time do the system providers interact with you. At all times you maintain a relationship with the regulated entity, FXCM. All trades will be executed with FXCM as a counterparty.

Mirror Trader Functions

- **Mirror Trader as an aggregator:** The Mirror Trader software aggregates algorithmic trading systems designed by several third parties.
- **Mirror Trader control module:** The Mirror Trader software empowers you to browse, analyze and combine individual trading systems to make up a unique trading portfolio.

- **Mirror Trader automated trade execution;** once you create a trading portfolio and set trading parameters (leverage levels, pairs, trade size, etc), the Mirror Trader software will automate trade execution via the Mirror Trader web based platform.

Risk Control Features

Due to the automated nature of the Mirror Trader, risk is reduced by the various methods offered by Mirror Trader such as “amount” and “pause level”. Setting the amount is a risk management method that the user can utilize in trading. Because, as previously mentioned by setting “amount” user can predetermine the lot size of the positions opened by software.

Further, user can filter systems by specifying the Max Positions (“MP”) during the selection process to limit herself to market exposure. MP means the number of positions a particular system could open at any given time. While MP is predetermined by and dependent on systems, user is able to review this number and choose not to add those systems with a MP beyond her comfort level.

User can also set up the “pause level” according to her risk appetite. “Pause level” allows user to specify the tolerable level of realized loss by a system. Once the realized loss reaches the “pause level”, the system will automatically deactivate, no new position will be open by that particular system.

DISTINCT FEATURES OF STRATEGY TRADER

Strategy Trader is a platform designed specifically for clients who automate their trading. The Strategy Trader platform allows you to trade, optimize strategy inputs, code strategies, and run back-tests all from the same platform. Strategy Trader may be used concurrently with FXCM’s Trading Station II platform. You have the ability to execute via automated strategies (stEAs) or via a manual interface. Strategy Trader is compatible with any non-hedging, TSII or Micro account.

Strategy Input

Strategy Trader comes preloaded with over a hundred indicators and several Expert Advisor strategies (stEAs). You may select and implement any of the strategies or indicators provided to you within the platform without software bridges or APIs. A stEA may be coded to open or close a trade, to add a stop or limit, to create an entry order, in addition to other functions.

Strategy Development and Strategy Coding

Strategy trader also permits you to create and program your own strategy. If you maintain the knowledge and ability to program in C# language you may custom code indicators and strategies without software bridges or APIs.

Back Testing and Optimization

Back-Testing is an advanced analytical tool and an internal feature of the Strategy Trader platform that allows you to evaluate the past performance of the stEA you have chosen and make adjustments if necessary. There exist numerous separate reports that provide you with information and understanding of your strategy and its performance. You may select the instrument (FX Pair), the time period, and period size and see how the stEA has performed under those conditions.

Optimization, another feature of Strategy Trader, allows you to find the most "optimal" strategy parameters and settings, based on past performance. When you run an optimization algorithm, Strategy Trader will intelligently search through many parameters to locate the most optimal parameters for the strategy within a short period of time.

Multiple Accounts

On Strategy Trader you may be able to manage multiple trading accounts. You may automate different strategies on separate accounts.

For example, you may utilize a specific stEA that trades the AUD/USD long on one account and another stEA that trades the AUD/USD short on a separate account. Or you may use a scalping strategy on one account and a position trading strategy on a separate account.

FEES AND CHARGES WHEN DEALING IN FX CONTRACTS ON TRADING STATION II, METATRADER 4, OR ACTIVE TRADER* AND MIRROR TRADER*

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

- Commission on FX Contracts executed;
- Margin adjustments;
- Rollover at FXCM's Rollover Rates;
- Interest charges applied to debit balances in your Account;
- Administration charges.

Fees and charges may change from time to time. Accordingly, you should ensure that you refer to this PDS for further details.

Commissions on FX Contracts executed

What is FXCM's Commission structure for FX trades executed?

Various commission rates will apply depending on the Trading Platform. A Referring Broker may be compensated for introducing a client to FXCM or managing a client on the FXCM product. Such compensation may be on a per trade basis. Such compensation from the client to a Referring Broker may require the client to incur a mark-up, above and beyond the ordinary Spread generally provided by FXCM. Some clients using the services of a Referring Broker will be required to fill out a commission acknowledgement form which will describe all additional commissions, fees and markups. FXCM will not charge any commissions without the client's express consent. In addition, the client has the right to be informed of the precise nature of such remuneration.

Commissions are debited from your Account as soon as a trade is executed. Commission charges are viewable in your Account statement at any given point in time.

Commission

The amount of commission paid to Referring Brokers is negotiated on an individual basis and the commission paid to Referring Brokers ranges from: 0.50 AUD – 5.00 AUD per 10K lot. All clients will be asked to agree to commissions charges prior to any such commissions being charged, via a commissions acknowledgement form.

Rebates

Client understands and acknowledges that FXCM may compensate Referring Brokers for introducing clients to FXCM and that such compensation may be on a per-trade basis or other basis. Generally, FXCM's compensation to Referring Brokers for introducing Clients ranges from 0.1 pips to 2.5 pips per round-turn trade.

(For more detailed information on pips, please refer to the Product Disclosure Statement, in the section "Pip Cost".)

ActiveTrader Commissions

Commissions for ActiveTrader Trading Platform maybe determined prior to Account opening or while you are a live client if you qualify. Clients receive lower commissions for higher volumes traded. Commission fee per side per 100k lot:

For an Account trading more than	Fee per side per 100K lot
10M / Month	\$5
100M / Month	\$3.5

Administration Charges

Telegraphic Transfers or "Wire" Fees

FXCM does not charge a fee in order to setup your Account or to deposit funds but there is an administrative charge in order to withdraw funds from your Account. Wire request fees are below:

CCY	Domestic Payments*	International Payments
USD	25	40
NZD	30	30
AUD	15	15
EUR	30	30
GBP	15	15
JPY	0	3,000

*Australia and New Zealand except JPY which domestic cost applies to solely Japanese residents

Dormant accounts with no transactions for at least 1 year, and with an account balance of \$50 or less, you will be subject to a dormant account management fee. The fee will be equal to or the lesser of \$50 or the remaining balance in your account. Upon assessment of this fee, your account will automatically be closed.

Electronic Fund Transfers

FXCM charges AUD \$5 for Electronic Fund Transfers for Australian residents.

Credit Card Fees

FXCM does not charge a fee for credit card deposit or withdrawal transactions

Conversion Fees

An administrative conversion is your request for an Account denominated in a currency other than a currency you opened your Account with. Administrative conversions are made at the bank rate or at the prevailing spot rate shown on the FXCM Trading Platforms when the transaction is completed by FXCM. The following markup will apply. The pip charge will be determined by the amount converted (USD equivalent).

Range	Pip Charge
< \$10,000 USD	150
\$10,000 to \$49,999 USD	100
\$50,000 to \$100,000 USD	50
> \$100,000 USD	10

FXCM reserves the right, in its sole discretion, to refuse to process any conversion requests. The refusal may be including but not limited to the following reasons:

1. The currency denominated account requested by client is not available or not offered by FXCM;
2. If client is suspected of opening the Account solely to convert currency; and
3. To deter possible unusual activity or transaction.

Withdrawal of Money from your Account

You may withdraw money from your Account by sending to us a signed withdrawal request specifying your personal details, Account number, the amount you wish to withdraw and the method of payment. If you do not wish to close your Account, you will need to maintain a minimum balance of AUD \$50 or foreign currency equivalent.

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

- open positions on your Account show unrealised losses and the withdrawal would result in the Account having insufficient fund to meet Margin Requirements;
- FXCM reasonably considers that funds may be required to meet any current or future Margin Requirement on open positions;
- you have any contingent liability to FXCM or to any of its associates in respect of any other Account you have opened with them;

- FXCM reasonably determines that there is an unresolved dispute between you and FXCM; and/or
- FXCM considers it necessary or desirable to enable FXCM to comply with regulatory/legal obligations.

FXCM will not pay funds to any third party account. Funds requested for withdrawal will only be paid to an account in the same name as the Account held with FXCM.

SUPERANNUATION FUNDS

Complying with superannuation funds are subject to numerous guidelines and restrictions in relation to their investment activities. These guidelines and restrictions are contained in the Superannuation Industry (Supervision) Act of 1993, known as the Superannuation Industry (Supervision) Regulations 1994 and circulars issued by past and present regulators of superannuation funds, including the Insurance and Superannuation Commission, the Australian Prudential Supervisory Authority and the Australian Taxation Office (SIS Law).

Listed below are some issues that should be considered by trustees of complying superannuation funds, these issues are non exhaustive. Furthermore, FXCM does not give any personal financial product advice in relation to your dealings in FX Contracts . In giving general advice, FXCM does not take into account your objectives, financial situation or needs. Accordingly, before applying to deal in FX Contracts, you must in conjunction with your adviser(s), give consideration to your objectives, financial situation and needs.

We recommend you seek advice from your financial or legal adviser as to the issues that we raise below.

Investment Strategy

Trustees of complying superannuation funds are required by SIS Law to consider the appropriateness of dealing in FX Contracts in the context of the fund's whole investment strategy and their fiduciary duties and obligations under the SIS Law and the fund's trust deed.

Risk Management

Trustees of complying superannuation funds are required by SIS Law to be familiar with the risks involved in dealing in FX Contracts , and if they decide to deal in such products, must have in place adequate risk management procedures to manage the risks associated with dealing in FX Contracts before doing so.
