**GO Markets Pty Ltd** 

# Wholesale Client CFD Trading Information Statement

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#### 1. Introduction

- This Wholesale Client CFD Trading Information Statement ("This Statement") provides you a 1.1 general description of the key risks associated with Margin FX, CFDs over indices, commodities, currencies, metals, treasuries and shares, collectively called ("CFDs") and other important information that you should consider when deciding whether to open a Wholesale Client CFDs Trading Account and trade with GO Markets Pty Limited ("GO Markets", "us", or "our") as a Wholesale Client.
- 1.2 This Statement does not explain all the risks involved in trading or how the risks relate to your personal circumstances.
- 1.3 It is important that you read the relevant legal documents listed on our website to fully understand the risks involved, consider whether you understand how CFDs work, and understand if you can afford the high risk of losing your money before deciding to trade with us.
- 1.4 It is important you remain aware of all risks involved in CFDs and have adequate financial resources to bear such risks and you monitor your positions diligently. You neither own, nor have any rights to, the underlying assets.
- 1.5 Leveraged trading in CFDs on margin carries a high level of risk to your capital. Trading is not suitable for everyone and may result in losses that are greater than your deposits. You should only trade with money you can afford to lose.
- 1.6 As a Wholesale Client you are not afforded the same protections that are offered to Retail clients in Australia.
- 1.7 This Statement is not intended for distribution in jurisdictions where to do so would be unlawful.
- 1.8 We recommend that you seek independent advice if you are unsure of the risks of trading our products or if you need more information about what it means to be classified as a Wholesale Client.

#### **About GO Markets** 2.

- 2.1 GO Markets is incorporated in Victoria, Australia (ABN 85 081 864 039 and hold an Australian Financial Services Licence (AFSL 254963) and are regulated by the Australian Securities and Investment Commission.
- 2.2 GO Markets is the product issuer and principal. This means that we issue the products and provide services described in this document, and do not act on behalf of anyone else.

#### **Wholesale Client Categorisation** 3.

- The financial products and services which we will provide to Wholesale Clients do not necessarily have the same investor protection and disclosure requirements available to Retail Clients.
- 3.2 GO Markets is not required to provide you with a Product Disclosure Statement (PDS), or a Financial Services Guide (FSG). However, these documents are available on our website under the tab "Legal Documents". Further you may not be considered by the Australian Financial Complaints Authority (AFCA) for dispute resolution as they retain the discretion to exclude complaints for Wholesale Clients.

- 3.3 We may not have other obligations under Chapter 7 of the Corporations Act to Wholesale Clients that we would have if the product or service were provided to a Retail Client.
- 3.4 Provisions of conflicted remuneration in the Corporations Act that effect how we and our representatives are paid and the benefits they receive do not apply to Wholesale Clients.
- 3.5 We may, from time to time, voluntarily provide some of the Retail Client protections to you, at our absolute discretion, and the provision of such protections at any particular time does not create any entitlement for you to their continued provision and does not affect our right to treat you as a Wholesale Client.
- 3.6 We may withdraw your status as a Wholesale Client, and treat you as a retail client, at any time at our absolute discretion.

#### 4. Appropriateness

4.1 As a wholesale client you acknowledge that you have the necessary levels of experience and knowledge to transact on CFDs.

We will require appropriate evidence to support your eligibility as a Wholesale Client to satisfy on reasonable grounds as described in S.761GA(d) of the Corporations Act 2001 that you have necessary levels of knowledge and previous experience in investing in CFDs that allows you to assess:

- the merits of the offer,
- the value of the product or service,
- the risks involved in accepting the offer,
- own information needs; and
- the adequacy of the information given by us.
- 4.2 We will not monitor on your behalf whether the amount of money you have sent to us, or your profits or losses are consistent with that information.
- 4.3 It is up to you to assess whether your financial resources are adequate for your financial activity with us and your risk appetite in the products and services you use.
- 4.4 Additionally, you are responsible for informing GO Markets if you no longer meet the criteria to be considered a Wholesale Client.

## 5. Nature of CFDs

- 5.1 CFDs are over the counter ("OTC"), derivative products. While some OTC markets are highly liquid, CFDs may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open position. It may not be possible to liquidate an existing position, to assess the value of the position arising from an OTC derivative transaction or to assess the exposure to risk.
- 5.2 Bid and offer prices do not need to be quoted, and, even if they are, they will be established by dealers in these instruments. Consequently, it may be difficult to establish what a fair price is.
- 5.3 CFDs derives its value from the value of an underlying asset for example, the value of one currency against another, the price of a share, a market index, or a commodity.

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- We offer different types of CFDs over indices, commodities, currencies, metals, treasuries and 5.4 shares. For full details of the CFDs that we offer, please visit our website.
- 5.5 CFDs can be traded in many currencies, so you should check the CFDs description within the Platform before you trade.
- 5.6 When you trade CFDs, you are taking a position on the change in value of the relevant underlying asset over time. In other words, you are speculating on whether the value of the underlying asset is going to rise or fall in the future, compared to when you opened (or executed) your contract.
- 5.7 The amount of profit or loss that you experience when you trade CFDs will be the difference between the price when you open the contract and the price when it's closed out (adjusted to reflect holding costs, where these apply). If the value of the CFDs has moved in your favour, we will pay money into your trading account. If it moves against you, we will deduct money from your trading account.
- 5.8 While you have open contracts, you may also attract financing costs or swap charges after each rollover. The costs you will incur depend on the underlying asset that you are trading and are subject to change. Our fees and other costs in more detail are available on our website.
- 5.9 Certain types of accounts are charged a commission. You will be charged as a percentage, or basis points, of the total position size trade.
- 5.10 The costs associated with your transactions will show up separately on your contracts and statements.
- 5.11 GO Markets uses pricing that has been sourced from multiple, external, third-party liquidity provider(s) and are derived from the prices of the relevant Underlying Instruments. The prices of CFDs that you trade with us may include mark-up from those raw spreads.
- 5.12 It is possible that you enter a trade with us, and it moves in your intended direction, but you still end up with less than you started with after closing your position due to swap and or other charges.

#### 6. **Negative Balance**

6.1 As a wholesale client you may be eligible for a single negative balance protection of up to AUD\$100,000 of your total balance, which is the combined balance of all trading accounts after all open trades have been closed. GO Markets reserves the right to not grant negative balance protection in cases where there is reasonable evidence, in our sole determination, of misconduct or trading abuse causing the negative balance to occur. Where this is the case, GO Markets will provide reasons to you as to why negative balance protection has not been applied.

#### **7. Client Money**

- 7.1 As a Wholesale client GO will continue to fully segregate your money and assets in the same way as in accordance with the client money provisions of the Corporations Act 2001 and also deal with in accordance with the ASIC Client Money Reporting Rules 2017.
- 7.2 It is important to understand that you should not fund your trading account using money obtained from a credit facility (including bank loan or otherwise). It is important for you to know that your overall risks will be significantly increased if you do this. For instance, if you incur a loss on your trades, you will still have to pay the amount you borrowed plus interest.

#### **Margin Requirements** 8.

- 8.1 A Margin is required when you trade CFDs. A Margin is a specified amount of funds required to trade and maintain your Position(s). The Margin to hold a position is not a fee, but rather a security deposit that you are required to keep with us while your Position(s) is open.
- 8.2 The Margin required to hold your Position(s), may vary in accordance with your Account Leverage setting and/or the Instrument you are trading.
- 8.3 You are required to monitor your Margin Level on your Trading Platform. It is your responsibility to monitor the required margin of your open Position (s) and ensure you have sufficient funds in your Account to meet your Margin requirement. You may have to fund your account to avoid a stop-out.
- 8.4 While trading CFDs as a Wholesale Client, if the market moves against you, your use of leverage means that you could incur losses that may be far greater than the money you have deposited in your trading account.

#### 9. Leverage

9.1 You should also note that any changes made to your leverage level, on an already traded account, can immediately affect your open Position (s), and may require you to provide additional funding to support those Position(s).

## 10. Market Volatility

- 10.1 Financial Markets are subject to many influences which may result in rapid price fluctuations.
- 10.2 In a volatile market, there may be a substantial time lag between order placement and execution. This can mean that the entry or exit price may be significantly lower or higher than the price at which the sell (or buy) order (including a stop loss) was placed. This is known as "gapping" or "slippage", and we do not guarantee that the stop loss orders will be successful in limiting your downside risk, which may be greater than you initially anticipated.
- 10.3 During periods of particularly heavy volume, it is possible for a queue of orders to form, and the increase in incoming orders can sometimes create a delay in confirming certain orders.
- 10.4 The execution of your order always depends on the liquidity that is available at all price levels. Although you may be looking to execute at a certain price, even if that price appears on the Trading Platform, the market may have moved significantly or liquidity may be exhausted, in which case your order would be filled at the next best price or the fair market value.
- 10.5 When you are considering an order, please be mindful that all contracts that you have open at the market close will be subject to rollover. Your contracts will be rolled over by debiting or crediting your account with a rollover charge or rollover benefit.
- 10.6 During the rollover period there may be widened spreads as liquidity reduces, which could cause you to experience losses or gains. We are not liable for any losses that you incur during the rollover period.

## 11. Managing risk with Stop Loss Orders

- 11.1 Because of market volatility, there is no CFDs transaction or Stop Loss Order which is available via our Trading Platform that can be considered "risk free".
- 11.2 Given these risks, it is strongly recommended that you always monitor your transactions. You can manage some of the downside risk using Stop Loss Order(s).
- 11.3 You are responsible for monitoring your account and taking steps to limit your losses. We encourage you to employ "Stop Loss Orders" to minimise your risk, but it is important for you to note that Stop Loss Orders are not guaranteed.
- 11.4 If there are instances of illiquidity, slippage, or the market gaps up or down, your exit price will be the next available price, which could deviate significantly from your intended Stop Loss Order (s) price.

## 12. Foreign Exchange Risks

12.1 If you are trading a product that is denominated in a currency other than the currency of your trading account, you will be impacted by foreign exchange movements.

## 13. System Risks

- 13.1 We run the platform in an online environment (the internet). This means there may be issues with you placing orders or with your contracts being executed due to internet, system, or network issues on your end. Because we cannot promise that the internet will work error-free, we cannot accept liability for the risks associated with the operation of our platform. For this reason, you need to be mindful that platform risks are inherent in every contract that you trade with us.
- 13.2 For example, a technical issue with your internet connection to our servers, may result in a hanging order and a delay in executing your contract. A disturbance in the connection path can sometimes interrupt the signal and disable the platform, causing delays in transmission of data between the platform and our servers.
- 13.3 Disruptions to our operational processes such as communications, computers, computer networks, software or external events could also lead to delays in the execution and settlement of your Contract, meaning that you might be unable to trade in a particular contract that we offer, and you could suffer a financial loss or opportunity loss as a result.
- 13.4 If you experience a disruption to our trading platform, you can contact our Support team directly to open\close your positions.
- 13.5 It is important that you monitor all your positions closely. It is your responsibility to monitor your positions and during the period that you have any open contracts or transactions.

# 14. Suspended or Halted Underlying Assets

An Underlying Asset may be placed in a trading halt in various circumstances. Additionally, it may be suspended or delisted in certain circumstances. If this occurs, we may, in our absolute discretion, cancel or reject your order in respect of a transaction which has not yet been opened, or close any open Position, where the Underlying Asset is the subject of a trading halt, suspension or delisting.

- 14.1 When you place an order with us, it is at our discretion if we place a corresponding order to purchase or sell the relevant product to offset (hedge) our exposure to your Position.
- 14.2 We have the discretion as to when and if we will accept an order. It is likely that we will elect not to accept an order in circumstances where our corresponding order cannot be filled. Accordingly, we may at any time determine, in our absolute discretion that we will not permit the entry into an order over one or more Underlying Assets

#### 15. Latency and Price Feed Risk

15.1 Internet, connectivity delays and price feed errors sometimes create a situation where the prices displayed on our trading screen do not accurately reflect market rates. We are not responsible for any loss which you sustain as a result, and we may take action to recover any loss sustained by us as a result, including repairing, reversing, opening, and/or rolling over new or existing Positions.

## 16. Counterparty Risk

- 16.1 Because you are dealing with us as a counterparty to every transaction, you will have an exposure to us in relation to each transaction. In all cases, you are reliant on our ability to meet our obligations to you under the terms of each transaction. This risk is described as counterparty risk. You contract directly with us, and you are subject to our credit risk. You can assess our financial ability to meet these counterparty obligations to you by reviewing financial information.
- 16.2 We may choose to limit our exposure to our clients by entering transactions with a counterparty (Liquidity Provider). This is typically referred to as 'Hedging'.

# 17. Legal Risks

17.1 Changes in taxation and other laws, government, fiscal, monetary, and regulatory policies may have a material adverse effect on your dealings in OTC derivative products. We will do our best to let you know whenever a change in legislation will impact the way that you deal with us.

#### 18. No Advice

- 18.1 Our services are provided on an execution-only basis. We do not provide investment advice in relation to CFDs. We sometimes provide information about a market, transaction procedures and the potential risks involved and how those risks may be minimised. However, any decision to use our products or services is made by you. You are solely responsible for any decisions that you make in relation to our products and services.
- 18.2 We are not a financial advisor, nor do we provide any regulatory, tax or legal advice. Any information and analysis that we provide you is general in nature and does not consider your or your client's personal objectives, financial situation or needs. You should not regard any of the information that we provide to you as an investment recommendation or an offer to make a transaction.
- 18.3 We recommend that you seek specialist advice if you are unsure about any of these matters. If you are in any doubt as to the tax treatment or liabilities of investment products available through your CFD account, you should seek independent advice.

## 19. Fees and Charges

19.1 We provide two Wholesale Client Account types which may impact on fees and charges.

#### 19.2 GO Wholesale Client Standard Account

There is no monetary commission charged on GO Wholesale Client Standard Accounts trading CFDs other than Share CFDs. The cost to open and close out a Position is according to the difference between the buy and the sell price (the spread).

Costs associated with trading Share CFDs can be found on our website or under the 'Specification' Tab on your Trading Platform.

#### 19.3 GO Wholesale Client Plus+ Account

GO Wholesale Client Plus+ Accounts feature spreads from 0.0 pips and a commission charge of \$3.00 (AUD) per 100k units of Margin FX Contracts traded. This means if you Buy and Sell one (1) standard contract of any currency pair, the total commission charge is \$6.00 (AUD).

If you have a GO Wholesale Client Plus + Account which is denominated in a currency other than Australian dollars, the below rates apply. These rates are subject to change.

Currency	Cost (Round Turn)
USD	5
AUD	6
GBP	4
EUR	4
NZD	7
SGD	7
CFH	5
CAD	6
HKD	40

19.4 If you have any queries about costs or our pricing, please contact us by email at support@gomarkets.com.

#### 20. Past Performance

- 20.1 Past performance, simulation, or prediction of CFDs does not constitute an indication of future
- 20.2 You should note that the value of your investment can decrease (as well as increase) as the market price of the Underlying Asset may fluctuate downwards (or upwards).

# 21. Glossary

"Corporations Act" means the Corporations CT 2001 (Commonwealth).

"Derivative, or OTC Derivative" means an instrument or financial product which derives it value of an Underlying Asset (such as shares, commodities, currencies etc.).

"GO Markets, we, us, or our" means GO Markets Pty Ltd - ABN 85 081 864 039.

"Wholesale Client account" provided to Wholesale Client is also called GO Professional Account".

"Hedging" is a strategy engaged by GO Markets to manage exposure to client Position(s) which involves the entering of its own Positions with a Liquidity Provider(s)".

"Liquidity Provider(s)" means an external counterparty (company, bank, or financial institution) that provides a buy and sell price (Liquidity) in a financial Instrument, security, or asset, and can accept trades and orders for the purposes of risk management. This may also be referred to as a Hedging counterparty.

"Margin or Margin Requirement" means a specified amount of funds required to trade and maintain your positions(s).

"Margin Call" means a demand for additional funds to be deposited into your Account to meet your Margin Requirement because of adverse price movements on your open Position(s).

"Margin Level" means the equity or balance of funds in your Account and how this related to your open Position(s). A Margin Level is often to referred to in percentage terms.

"Market Risk" means the possibility for a trader to experience losses due to factors that affect the overall performance of the financial markets in which he or she is involved. Market risk may also be referred to as "systematic risk".

"Metals" means commodities such as gold or silver.

"Out of Hours Trading" means an Instrument that is available to trade outside of the trading or business hours of the Underlying Asset.

"Position(s)" means an OTC Derivative contract that has been entered by you under the "Client Terms and Conditions".

"Retail Client" means a client who is not a Wholesale Client.

"Stop Loss Order" means an order to buy or sell at a price which is less favourable than the current market price. Stop Loss Orders can be attached to an open Position to manage risk or used to open a new Position if a certain market price is achieved. Stop Loss Orders are not guaranteed.

"Swap, Swap Charge or Credit" means financing related charges or credits relating to the holding a CFD or Margin FX Position at the close of the Trading Day".

"Clients Terms and Conditions" means the terms and conditions that you are required to agree to before you can open a Wholesale Client account and use the products described in the Wholesale Client CFDs Information Statement".

"Trading Day" means Monday to Saturday including public holidays. The close of the Trading Day occurs at 23:59 on the Trading Platform.

"Trading Platform" means GO Markets' online Meta Trader platform (MT4 or MT5), or any online trading facility provided by GO Markets.

"Underlying Asset" means the security, exchange rate, index, commodity, equity, or other financial asset type that trades in a financial market or Relevant Exchange to which CFD or Margin FX Contract relates.

"Underlying Market" means the security, exchange rate, index, commodity, or other financial asset type that trades in a financial market to which CFD or Margin FX Contract relates.

"Wholesale Client" means a client that satisfies one of the requirements to be categorised as a Wholesale Client as per the Corporations Act and has been informed by GO Markets that they have been categorised and will be treated as a Wholesale Client.