Zircon Financial Service (Australia) Pty Limited | ACN 672 642 054 | AFSL 562700

Financial Services Guide

1. Purpose and content of this Financial Services Guide

This Financial Services Guide ("**FSG**") is dated June 2026. It provides you with information about Zircon Financial Service (Australia) Pty Ltd. It is designed to help you understand and decide whether or not to use any of the services we offer in this FSG.

This FSG contains information about:

- who we are;
- how you can contact us;
- what services we are authorised to offer;
- how we and other relevant parties are paid for those services; and
- our internal and external dispute resolution procedures and how you can access them.

The key information is set out in answers to the questions below. If you need more information or clarification, please contact us.

2. Contact details

Our details are set out below. Any reference of "**Zircon Australia**", "**us**", "**our**" or "**we**" in this FSG refers to Zircon Financial Service (Australia) Pty Ltd.

Zircon Financial Service (Australia) Pty Ltd	
Registered & business address	Suite 1508, 87–89 Liverpool Street, Sydney NSW 2000
Postal address	Level 1, 79 Chandos Street, St Leonards, NSW 2065
ABN	14 672 642 054
AFSL	562700
Email	clientservice@zr.au
Website	www.zr.au

3. Product Disclosure Statement

Before we issue any particular financial products to you, we will provide you with a Product Disclosure Statement ("**PDS**"). The PDS is issued in respect of Zircon Australia's financial products, including risks and benefits, costs, fees and charges, how to trade in Zircon Australia's products, dispute resolution, significant characteristics and features of Zircon Australia's products, and tax considerations. The PDS is available from our website or by phoning us.

This FSG and the PDS are important documents and should be read in their entirety before deciding whether to acquire or to continue to hold the relevant products from us. You should keep this FSG, the PDS, all other documents described in section 5 and any updated information that is provided to you for future reference (**"Zircon Australia Documents**").

Before you can open an account with us to trade, you must confirm you have received, read and understood the relevant Zircon Australia Documents.

Capitalised terms not otherwise defined in this FSG are defined in the glossary or definition section of our PDS and/or Terms & Conditions and have the same meaning unless the context otherwise requires.

4. *Professional Indemnity Insurance*

Zircon Australia has professional indemnity insurance in place which satisfies the requirements for compensation arrangements pursuant to section 912B of the *Corporations Act 2001* (Cth). This insurance covers claims made against Zircon Australia in relation to professional services provided by our current and former employees.

5. Zircon Australia's products & services

Who will be providing the Financial Services to you?

Zircon Australia is regulated in Australia by the Australian Securities and Investments Commission ("**ASIC**") and holds an Australian Financial Services Licence (No. 562700). Zircon Australia is responsible for the financial services it provides to you.

Zircon Australia authorises, and is also responsible for the content and distribution of this FSG. If you have any questions about this FSG or our services, you can contact Zircon Australia using the contact information under section 2.

Trading in Zircon Australia's Products

Zircon Australia offers the financial products to its customers in Australia on its Platform, as described in Schedule 1.

In general terms, Zircon Australia's products are instruments that allow you to make a profit or loss from fluctuations in the price of the underlying reference instrument. The price of a product is based on the price of an underlying reference instrument (for example, a share on an exchange). See our PDS for further information on Zircon Australia's products.

Your trading in Zircon Australia's products is governed by the Zircon Australia Documents, which consist of the following:

(a) Zircon Australia's PDS;
(b) this FSG;
(c) any Confirmation; and
(d) terms & conditions published by us from time to time on our website.

Before trading in Zircon Australia's products, you should read the relevant Target Market Determination and consider if the products offered by Zircon Australia is appropriate for your objectives, financial situation, needs and the risks of loss associated with trading in Zircon Australia's products in order to assist you in deciding whether our products are suitable for your purposes.

Zircon Australia recommends that potential customers seek advice from an appropriately qualified independent financial adviser before deciding to make an application to open an account with Zircon Australia.

6. What services and products are we authorised to provide to you?

Zircon Australia is authorised under its AFSL to:

- Give general advice about Zircon Australia's products and services; and
- Make a market in Zircon Australia's products.

We are authorised to provide these financial services to retail and wholesale clients.

Zircon Australia will often provide information and advice to its clients about Zircon Australia's products. This information and advice will only be general in nature because it will not take into account your personal financial situation, objectives or needs. This type of advice is discussed in more detail below.

Personal advice

Personal advice is advice that takes into account any of your objectives, financial situation or needs.

Zircon Australia will not provide you with personal advice. In particular, we will not advise you when and if to open, maintain or close a position. If you require personal advice, please contact your financial adviser.

General advice

Zircon Australia is authorised under its AFSL to give *general advice* to both retail and wholesale clients in relation to non-cash payment products, derivatives and foreign exchange contracts.

General advice under Australian law can include information about Zircon Australia's products and the underlying markets and Zircon Australia's opinions about, or outlook for, Zircon Australia's products.

General advice means we can advise you without taking your personal objectives, financial situation or needs into account. We can also assist you with using our trading platforms, completing forms, and carrying out trades and related transactions.

Zircon Australia's policy is to not give personal advice.

Any information you have requested about Zircon Australia's products and the underlying markets and any discussions with Zircon Australia employees about their view of current or future market conditions or prospects for a particular Zircon Australia's product should not be seen as personal advice, as they 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 trade in any Zircon Australia's products.

When you speak with us, you are dealing with one of Zircon Australia's employees. Zircon Australia is therefore responsible to you for any general advice given to you.

Make a market

Zircon Australia is also authorised to "make a market" for foreign exchange and derivatives contracts. This means we set our own prices for the products we issue. The prices we set may diverge significantly from the market price for the underlying instrument.

In providing our service, other financial issues may arise, such as investment or taxation issues. Zircon Australia is not authorised to provide advice on these issues, or any other issues outside the authorisations described above. You should seek specific advice from the appropriate professionals if these issues are relevant to you.

Zircon Australia is not a registered tax agent under the *Tax Agent Services Act 2009* (Cth). If any of our general advice has tax implications, you should seek advice from a registered tax agent before making decisions that may affect your tax obligations, entitlements or liabilities.

Zircon Australia is a market maker and an issuer of Zircon Australia's products, not a broker. Zircon Australia therefore acts as a principal on our own behalf when providing financial services to you. We do not act as your agent.

7. What fees and commissions are payable to Zircon Australia?

Zircon Australia will not charge any fee for giving you information and general advice about our products.

Zircon Australia as issuer of Zircon Australia's products will receive the amounts described in item 3 of Schedule 1, all of which are described in more detail in the Zircon Australia Documents. This FSG only contains a general summary of the common fees, costs and charges. You should refer to the Zircon Australia Documents for further details. All fees, costs and charges and other amounts payable are subject to change from time to time.

Where any amount of remuneration or other benefits referred to in this FSG are not able to be ascertained as at the date of this FSG, you may contact us to request particulars of the remuneration or other benefits within a reasonable time after you receive this FSG and before we provide you with any of the financial services referred to in this FSG.

The fees in this section apply where you trade directly with Zircon Australia. If you trade with Zircon Australia through an introducing adviser or referrer, that introducing adviser or referrer may have its own schedule of fees. Refer to your introducing adviser or referrer's financial services guide, website or contact your introducing adviser or referrer for further information. In those circumstances, if there are differences in the introducing adviser or referrer's fees for a particular service, the introducing adviser or referrer's fees will apply, not the fees for the service outlined in this FSG.

All charges are inclusive of GST (where applicable).

Common fees, costs and charges

Please refer to item 3 of Schedule 1 for a full description of all fees, costs and charges you may pay when trading Zircon Australia's products.

Administration charges

Zircon Australia will charge administrative charges in respect of Zircon Australia's products. The administration charges relevant to each product are described in full in item 4 of Schedule 1. Administration charges are subject to change from time to time and are deducted from your account on or shortly following occurrence of the relevant event.

Further information about fees and charges

You may request particulars of the remuneration (including commission) or other benefits described in this FSG.

Refer to your introducing adviser or referrer's financial services guide, website or contact your introducing adviser or referrer for further information on the benefits they receive.

Additionally, please refer to our website for the latest information on fees and charges. It is your responsibility to frequently visit the website to review any changes to the fees and charges.

8. How are our people and third parties remunerated?

Zircon Australia provides its financial services to you through its employees.

Zircon Australia's directors and its employees are remunerated by way of salary and other employee benefits. A discretionary cash bonus may be paid to employees and directors as part of their remuneration, based on factors including:

- their performance and their position within the company;
- performance of their business unit; and
- the performance of Zircon Australia.

You can request further information regarding remuneration, commission and other benefits received by Zircon Australia employees by contacting Zircon Australia. Your request, however, must be made within a reasonable time after you are given this FSG and before any financial service identified in this FSG is provided to you.

9. Disclosure of any relevant conflicts of interest

Subject to disclosure in any PDS, we do not have any relationships or associations which might influence us in providing you with our services.

10. Our record-keeping obligations

Zircon Australia will seek to ensure that comprehensive and accurate records of all client transactions and advice provided are properly maintained in accordance with applicable law.

11. What should you do if you have a complaint?

Zircon Australia is committed to providing a high standard of service to its customers. If you have a query about the quality or level of service, or if we have failed to meet your expectations, we would like to hear from you.

Internal Dispute Resolution

You can make a complaint by writing to us via email or post, through the details provided below. You may also appoint a representative to lodge a complaint with us, on your behalf.

Email: complaints@zr.au
Mail: Level 1, 79 Chandos Street, St Leonards, NSW 2065

If we cannot resolve your concerns at the first point of contact, we will raise a complaint on your behalf to our compliance and risk management team for further investigation. They may request additional information and/or supporting documents may be requested from you. Upon receipt of all required supporting documents, our compliance and risk management team will conduct a thorough investigation. Once completed a detailed written final response will be provided to you.

We will aim to resolve your complaint within 30 days. However, some matters are more complex and can take longer to resolve. If that is the case, we will explain any reasons for the delay and keep you informed of our progress.

We will respond to any communication, complaint, claim or dispute in English. Any translation or language assistance provided shall be for convenience only. To the extent there is a conflict between the English version and any translation, the English version shall prevail.

External Dispute Resolution

AFCA
If Zircon Australia does not resolve your complaint to your satisfaction, you may lodge a complaint with Australian Financial Complaints Authority ("**AFCA**"), which is an independent dispute resolution scheme of which Zircon Australia is a member (AFCA Member No.106597). If you are not satisfied with the final response issued by Zircon Australia, you may refer the matter to AFCA within two (2) years from the date of Zircon Australia's final response. AFCA provides fair and independent financial services complaint resolution that is free to all consumers:

Australian Financial Complaints Authority Limited
GPO Box 3
Melbourne, VIC 3001
Australia

Telephone: 1800 931 678
Fax: (03) 9613 6399
Email: info@afca.org.au
Website: www.afca.org.au

ASIC
You may also choose to refer the matter to ASIC. ASIC may be contacted on their free call Infoline 1300 300 630.

Arbitration and Legal Proceedings
If the complaint does not fall within the rules of AFCA, you may request Zircon Australia to submit the complaint to arbitration. If Zircon Australia agrees to your request, the arbitration will be conducted in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Expedited Commercial Arbitration Rules. To the extent permitted under those rules the Arbitrator will be a person recommended by the New South Wales Chapter of the Institute of Arbitrators and Mediators Australia.

If Zircon Australia does not agree to your request, you may not submit the dispute to arbitration, although you may commence legal proceedings against Zircon Australia, in which case you agree to submit the dispute to the courts of New South Wales, Australia.

To the maximum extent permitted by law, any dispute or difference whatsoever raised by you in connection with the FSG and any Zircon Australia Documents, and our products must be dealt with in Australia as described above. The Zircon Australia Documents are governed by the laws of New South Wales, Australia.

Effect of external determination

You and we agree to accept the determination of AFCA or the arbitrator, as the case requires, as final and binding and submit to the non-exclusive jurisdiction of the Courts in New South Wales for the enforcement of any such determination.

Records of phone conversations with Zircon Australia's employees

Zircon Australia may record phone conversations between you and its employees. Such recordings, or transcripts from such recordings, may be used as evidence in any dispute or anticipated dispute between Zircon Australia and you.

12. Privacy

Zircon Australia is committed to protecting the privacy, the confidentiality and security of your personal information. We comply with the *Privacy Act 1988* (Cth), the Australian Privacy Principles, and all relevant regulatory requirements.

Our Privacy Policy explains how we collect personal information about you and how we maintain, use and disclose that information. All personal information collected by Zircon Australia is managed in accordance with our Privacy Policy. The Privacy Policy can be found online at www.zr.au or upon request by emailing contact@zr.au.

Please retain this FSG for your reference and for any future dealings with Zircon Australia. We may issue additional documents at a later date which will form part of this FSG and should be read together with it. These documents will include the word "FSG" in their heading.

Schedule 1 – Products & Fees

1. Definitions

Capitalised terms in this Schedule 1 are defined in the glossary or definition section of the relevant PDS and have the same meaning unless the context otherwise requires.

2. Products

We offer products to you based on the following underlying reference instruments:

- shares;
- indices;
- currencies;
- commodities;
- cryptocurrencies; and
- such other products as are notified by Zircon Australia to clients from time to time.

Additionally, please refer to the PDS for more information on the products Zircon Australia offers.

3. Fees

Type: Spread Cost

Description:
Derivative transactions, including margin foreign exchange contracts, foreign exchange contracts and contracts-for-difference ("**CFD**") transactions, incur costs relating to the spread, which is the difference between the bid price and ask price. The "bid price" is the price at which we are willing to buy the underlying asset from you, and the "ask price" is the price at which we are willing to sell to you.

The size of the spread will depend on factors such as the size and value of the transaction and prevailing market rates. In certain circumstances, such as periods of increased volatility or reduced liquidity in the relevant underlying market, Zircon Australia may alter the spreads offered. Generally, larger transactions and lower market volatility may results in narrower spreads.

This spread is paid by you but is already incorporated into the quoted prices on our website and is not an additional charge or fee beyond these quoted rates. We earn a spread whenever you trade with us. All buying and selling of derivatives is notional, because Zircon Australia does not deliver the underlying instrument. Instead, we provide a platform that allows you to trade across a range of underlying instrument.

Sometimes, in order to trade on our platforms, Zircon Australia will convert your money into your account's base currency (for example, USD). Before undertaking any conversion, we will provide you with the applicable conversion rate. This is an example of when a physical delivery does occur, and we may also charge a spread in this instance.

Example of a spread
Suppose the exchange rate between the Japanese Yen (JPY) and the United State Dollar (USD) is quoted as JPY 79.20 to USD 1. The bid price is JPY 79.10 and the ask price is JPY 79.20. This may be quoted as USD/JPY 79.10/79.20, or written as 79.10/20.

A client converting JPY into USD would pay the ask price of JPY 79.20 per USD, while a client converting USD into JPY would receive the bid price of JPY 79.10 per USD. The spread is the difference between these two prices: 79.20 − 79.10 = 0.10 JPY, or 10 pips. Expressed in basis points relative to the mid-price of 79.15, the spread is approximately 12.6 bps, calculated as $(0.10 \div 79.15) \times 10{,}000 \approx 12.6$ bps.

If Zircon Australia quoted these prices to you and you chose to buy USD at the ask price, Zircon Australia would retain the 0.10 JPY spread (equivalent to 10 pips, or approximately 12.6 basis points) if another client sold USD to Zircon Australia at the bid price.

Type: Commissions

Zircon Australia does not charge dealing commissions.

Type: Automatic Rollover

Open Positions held beyond the applicable rollover time will automatically roll over to the next trading day. No action is required by you. No separate fee applies to automatic rollover, although a Rollover Interest adjustment may apply as described below.

Type: Rollover Interest

Description:
For certain products, in respect of each trade that remains open at the end of each calendar day (i.e. 5pm New York time, with the local time equivalent varying depending on daylight savings), a Rollover Interest will be calculated and applied.

The Rollover Interest you earn or pay depends on the type and size of products that you buy or sell, the interest rates differential between the currency pair you have bought or sold (where applicable), and the duration of the position.

Rollover Interest can be positive or negative. With a margin foreign exchange contract, if the currency you buy is from a country with a lower interest rate than the currency you sell, you will need to pay the difference. If the currency you buy has a higher interest rate than the currency you sell, you may receive interest.

Any Rollover interest will be displayed in your online account within one hour. You must have sufficient cash in your account at the relevant holding time to meet any Rollover Interest.

Interest rates are calculated on an on-going basis and are subject to changes due to macroeconomics factors such as central bank monetary policies and the liquidity in the international banking system.

Zircon Australia may adjust its Rollover Interest rates at any time based on the market conditions. This may affect both new and existing open positions. If the Rollover Interest rate is adjusted for an open position, it will be applied from then on, based on the updated position value. Your account balance will be automatically credited or debited with Rollover Interest by the next business day.

Example of rollover adjustment

Suppose the EUR/USD currency pair is quoted at 1.1820 (bid) / 1.1822 (ask), which may be written as EUR/USD 1.1820/1.1822 or 1.1820/22. If a client holds a long EUR/USD position overnight and the euro interest rate is higher than the U.S. dollar rate, the position will incur a debit for rollover interest. Swap rates vary daily in line with the overnight interest rates.

Using an assumed EUR/USD long swap rate of 1.68 pips per lot:
1 lot x -1.68 Pips = USD16.8

If the account base currency is AUD, the amount is converted as:
USD 16.8/0.6761 (AUD/USD spot rate) = AUD 24.85

<u>Weekends and Holidays</u>

If a position is opened on a Friday and held overnight until the following Monday (being the next trading day), the Rollover Interest adjustment added to or deducted from your account is three times the daily Rollover Interest to cover the weekend period (Friday, Saturday and Sunday).

If a position is opened during a holiday period, the Rollover Interest adjustment will be added or deducted during that period until you close the trade.

Please refer to the PDS for further details on the rollover interests.

Type: Conversion cost

Description:

Your account balance can be denominated in Australian dollars (AUD) or U.S dollars (USD) at your discretion.

Zircon Australia will convert your funds, and you will incur a conversion cost, if:

1. You pay money to Zircon Australia in a currency different from your nominated base currency; or
2. You request to withdraw money from your account that is different to your base currency and we agree to process it; or
3. You place a trade where the base currency of that trade is different to your nominated base currency.

Zircon Australia will quote you a conversion rate in accordance with our Terms and Conditions. If you accept Zircon Australia's quoted rate (for example, by making a deposit, placing a trade, or proceeding with a withdrawal), the transaction will usually take place immediately:

- upon making the deposit or receipt of the cleared funds;
- upon processing the withdrawal;
- when opening or closing a trade.

If you pay money to Zircon Australia in a currency different from your base currency, the converted funds will be credited to your Zircon Australia account. We will be remunerated through the difference between the rate at which we buy and sell the currency to you.

Type: *Interest on client money*

Description:
Money held by Zircon Australia in its client money accounts may accrue interest. Zircon Australia is entitled to earn and retain any interest (which is calculated daily) on positive balances in the client trust account and do not pay it on to clients. The interest rate is determined by the banks with which Zircon Australia maintains these accounts.

Type: Margin Call & Close-out (*Not a fee*)

Description:
Margin calls are automatically generated by our online trading platform that we issue and trade CFDs and Margin FX products. The margin-call level is generally set at 80% of available equity. The platform also performs automatic pre-trade checks for margin availability, and a trade will only execute if your account has sufficient available equity (including margin funds).

If your equity falls further and breaches the close-out level, the system will trigger automatic liquidation of open positions to prevent further losses. There is no separate fee for issuing a margin call or for automatic liquidation. However, usual trading costs (including spreads and any applicable Rollover Interest while the position remains open) will continue to apply.

Example:

The client has a balance of AUD10,000 in the trading account with 30:1 leverage and opens a long AUD200,000 AUD/USD position at 0.75, requiring AUD6,666.67 margin.
For 2 lots, the pip value is calculated as:
(0.0001/0.75) x 200,000 = AUD26.67 per pip.

The market falls to 0.7325 (down 175 pips), resulting in an unrealised loss of 175 x AUD26.67 = - AUD4,667.25. Account equity is now AUD5,332.75 (AUD10,000 – AUD4,667.25), triggering a margin call at the 80% level.

The market continues to fall to 0.72. Account equity is now AUD3,333.34 and is below the margin close-out amount (AUD6,666.67). Our system automatically liquidates the client's position to limit further losses.

4. Administration charges

The administration charges relevant to each Zircon Australia's product traded are detailed below.

Administration service	Fee (per transaction)
Dormant Account fees (applicable if there has been no activity on your Account for a continuous period of 12 months)	$25 per year
Hard copy of statement (posted to you)	$20 per copy
Audit certificates	$20 per copy