

prospero ™

Financial Services Guide

Prospero Markets LLC

Issued on 1 September 2020
Limited Liability Company Number
533 LLC 2020

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1. About This Financial Services Guide

This Financial Services Guide (**FSG**) is dated 1 September 2020 and has been prepared and issued by Prospero markets LLC (Limited Liability Company Number: 533 LLC 2020) (**PM, we, us or our**) to inform you about the financial services or products offered by us.

This FSG contains general information only, and contains information about:

- 1) Who we are;
- 2) How you can contact us;
- 3) What services we are authorised to provide;
- 4) Whether you should use any of the services offered in this guide;
- 5) How we are remunerated for these services;
- 6) Any associations or relationship we may have with financial product issuers;
- 7) Any (potential) conflicts of interest we may have;
- 8) Our internal and external dispute resolution process; and
- 9) How we handle your personal information.

If you would like further information or have any questions about our products and services, please contact us directly.

2. Other Documents You May Receive From Us

In some circumstances, PM is required to issue you with other documents when PM provides its services and products to you.

Product Disclosure Statement (PDS) and Terms & Conditions (T&C)

You should read the PDS and T&C's carefully prior to acquiring any financial products from us.

Before you open an account with PM, we will provide you with a PDS and T&C, which contain important information regarding:

- 1) the terms and conditions for the products and services we offer;
- 2) the features of our products and services;
- 3) any significant risks associated with our products;
- 4) details of fees and charges for our products and services.

3. About Prospero Markets

PM is a company incorporated in the St Vincent and the Grenadines, specialising in offering over-the-counter (OTC) derivative products to retail and wholesale clients.

Prospero Markets LLC (533 LLC 2020) provides the following services in foreign exchange contracts and derivatives to retail and wholesale clients;

- 1) to provide financial product advice;
- 2) to deal (issue and apply) in financial products; and
- 3) to make a market.

We will only provide you with **general advice** about the markets related to our financial products. Our advice to you does not take into account your specific financial situation, needs or objectives. Under the law regulating the provision of financial products and services, general advice and personal advice have special meanings and may differ from what you commonly understand. You should seek independent professional advice to determine whether our general advice is appropriate for your circumstances. We **do not provide personal advice**.

We provide dealing and execution services (via an online trading facility) in OTC derivative products, including Margin FX Contracts and CFDs, and provide general advice regarding these financial products. Please refer to our Trading Products list, which is available on our website, for more information about our products.

We recommend you seek independent advice, read the PDS, Terms and Conditions and this FSG in their entirety, and ensure that you fully understand the risks in light of your personal circumstances before conducting any trading with us.

4. Contact Details of Providing Entity

Prospero Markets LLC

The Financial Services Centre
Stoney Ground, Kingstown
St. Vincent and the Grenadines

www.prosperoglobal.com

support@prosperoglobal.com

5. Method of Providing Financial Services

We accept dealing instructions via our trading platform. Any other form of communication that is not a dealing instruction may be made in person, or in writing by post or email to the contact details of ours set out above.

6. Who We Act For

PM is responsible for the financial services and financial products we provide to you. PM acts as an issuer, market-maker and dealer in its financial products. This means that PM is not an agent for any other financial services licensees, but the principal and counterparty to all transactions with you.

7. Product Costs, Remuneration and Benefits

Product costs and remuneration

Our PDS (which references our Trading Products list available on our website), provides details regarding transaction fees and costs associated with holding an account with us and trading our financial products. You must agree to these fees and costs prior to the commencement of your transaction with us. Applicable transaction fees and costs may vary according to the type and level of service provided, and the size and frequency of the transaction.

We earn our revenue from the spread in the price of our products and the volume traded. The spread means the difference between the bid price (price at which PM buys/you sell) and the offer price (price at which PM sells/you buy) for the base currency expressed against the terms currency. The size of the spread may differ depending on the specific currency pair or derivative product traded. Aside from spread, PM may also charge commission on certain financial products.

Fees, costs and benefits when trading in our products may include any or all of the following:

- 1) Rollover (swap) charge or benefit calculated at our rollover (swap) rates;
- 2) Interest charges applied to debit balances;
- 3) Corporate action charges or benefits;
- 4) Conversion fees; and
- 5) Administration charges (bank and exchange fees related to your account).

Benefits received by third-party referrers

PM's employees are remunerated by way of salary and other employee benefits. A discretionary cash bonus may be paid to employees as part of their remuneration, based on their individual performance, the performance of their business unit and/or PM as a whole. In addition, PM's employees may also earn performance based commissions and/or other monetary rewards, calculated by reference to predetermined business objectives that may include contribution to company profitability, client service, risk management and marketing.

8. Conflicts of Interest

PM, its associates and/or other persons connected with PM may have an interest, relationship or arrangement that is material in relation to any products entered into with us. We may provide services to third parties whose interests may be in conflict (taking an opposite position) or competition (to acquire the same or similar position) with your interests. We will not act in a way that would deliberately favour the position of another party over you or vice versa. PM is an OTC contracts issuer and not an agent.

Accordingly, you will be trading these financial products directly with us and not on any financial market or exchange. As the contract issuer, we set the prices that refer to, but may not always be the same as, those in the Underlying Market. We will always act as principal, not as an agent, for our own benefit in respect of all of our transactions with you.

There are no associations or relationships between PM or any related body corporate and the issuers of any financial products, being associations or relationships that might reasonably be expected to be capable of influencing PM in providing any of our authorised services.

9. Complaints and Dispute Resolution

PM has an internal dispute resolution process in place to resolve any complaints or concerns you may have, quickly and fairly. Any complaints or concerns should be directed to the Complaints Officer (by telephone, email or letter) at the address and telephone number provided in this FSG. Your written notice should specify the nature of the complaint, including all relevant details, as well as your designed outcome and how this may occur.

We will provide acknowledgement of receipt of written complaints within five (5) business days and seek to resolve and respond to complaints within forty-five (45) days of receipt. We will investigate your complaint and provide you with our decision, including the reasons on which it is based, in writing.

10. Privacy

We require you to provide personal information in the course of transacting with us. PM collects, maintains, uses and discloses personal information in the manner described in our Privacy Statement. This is primarily for processing your application and complying with certain legal obligations, such as Anti-Money Laundering and Counter-Terrorists Financing laws. Our Privacy Statement is available on our website.

