



**Combined Terms & Conditions, Financial Services
Guide and Product Disclosure Statement.**

**RYKAN ENTERPRISES PTY LTD TRADING as ATLAS
CURRENCY EXCHANGE AFSL 342 627**

Amended March 2017

Financial Services Guide/ Product Disclosure Guide.

Rykan Enterprises Pty Ltd (ABN 35 104 327 906) which trades as Atlas Currency Exchange (business registration number BN21201092)

Issue Date: March 2017 (version 5)

What is A Financial Services Guide?

This Financial Services Guide “FSG” is an important document which helps you understand the services we can provide and whether you wish to use them. It provides you with information about Atlas Currency Exchange (“us, we, our”) and the services we provide. Its purpose is to educate you so that prior to us providing financial services you have been informed on matters including:

who we are and how we can be contacted; # what services we are authorised to provide you # how we and any (associated parties) are paid; # who to contact should you have a complaint Overall it is an educating tool on your rights as a client, any charges that may be applicable and the systems, both internal and external, we use if you have a complaint. As required by section 912B of the Corporations Act, we have arrangements in place to maintain adequate professional indemnity insurance. This insurance provides cover for claims made against us and our representatives/employees.

Name of Service Provider & Principal Contact.

Rykan Enterprises Pty Ltd is an Australian owned company that trades as Atlas Currency Exchange which is a foreign exchange service provider to businesses and individuals. You can contact us at: **Atlas Currency Exchange** Po Box 542 Coolangatta Qld 4225 **Telephone:** 1300 261 090 **Facsimile:** 02 66 857 787 **Email:** info@atlascurrency.com.au **Website:** www.atlascurrency.com.au **Principal contact:** Compliance Officer. **Branch addresses:** See website for current locations

Who will be providing the financial services to you?

Rykan Enterprises Pty Ltd T/As Atlas Currency Exchange is the holder of the Australian Financial Services Licence (AFS Licence No: 342627) and is responsible for the financial services that its representatives provide to you. Atlas Currency authorises, and is responsible for the content and distribution of this FSG. You can instruct us to provide you with our services by; *visiting one of our branches *contacting us via the internet *contacting us via telephone Our contact details can be found at the front of this FSG. Prior to accepting any instructions, Atlas Currency Exchange will require a Registration form be completed. Any and all instructions that have been acted upon by Atlas Currency Exchange will be confirmed to the client by email or fax. You must review any confirmation or statement we send you immediately upon receipt to ensure its accuracy and report any discrepancies to us. Records will be maintained for seven years.

Who we act for?

Atlas Currency Exchange acts as principal and not as your agent or broker. When we receive your instructions and execute them, we are the party to the other side of the transaction and the party with whom you are entering a contract.

What services and products are we authorised to provide you? This licence authorises Atlas Currency Exchange to carry on a financial services business to:

1. This licence authorises the licensee to carry on a financial services business to:

(a) deal in a financial product by:

(i) issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:

(A) foreign exchange contracts; and

(ii) applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the following classes of products:

(A) deposit and payment products limited to:

(1) non-cash payment products; and

(b) make a market for the following financial products:

(i) foreign exchange contracts; to retail and wholesale clients.

Put simply, this involves informing you about the different types of money transfers or currency exchange services we offer, including;

*Foreign exchange spot contracts

*Foreign exchange forward contracts *Selling of foreign cash *Purchase of foreign cash *Selling of AMEX Global Travel Cards Atlas Currency Exchange is also authorised to “make a market” for foreign exchange contracts. This allows us to quote market prices to you.

In providing our services, other financial issues may arise, such as how to invest money or taxation issues; we are not authorised to provide advice relating to these types of financial issues. You should seek independent financial advice to satisfy your requirements.

If you have any further questions about how Atlas Currency Exchange can assist you, please contact us.

What fees and commissions are payable to Atlas Currency Exchange?

In relation to all transactions, and in addition to any fee that we may charge, we derive a profit on the transaction between the difference of the rate provided to the client compared to the rate we can obtain from our wholesalers. This profit will vary according to the currencies involved, their availability and the value of the transaction.

For currency transfers under A\$15,000 we may also charge you a transfer fee of A\$15. Your International Money Transfer may be subject to additional charges. Some banks use an intermediary bank to process money transfers on their behalf, and these banks may make an administration charge for receiving money transfers. We are unable to advise on these charges as they vary from bank to bank and country to country. It can also depend on the arrangements the recipient of the transfer has with the bank.

These are not Atlas Currency Exchange charges and we are unable to accept responsibility for any amount deducted following your money transfer. Please check with the recipient, especially if the amount of your money transfer is critical, eg. Payment of bills or property purchase.

How are employees and third parties remunerated?

Atlas Currency Exchange employees are remunerated by an annual wage. Directors and some employees are remunerated on an annual salary and may also be awarded an annual bonus. This is generally dependant on several factors including Company performance, team performances and individual attitude, professionalism and adherence to audit and security and compliance procedures.

We may enter into a range of referral agreements with Authorised Representatives, various partners or affiliates who refer clients to us either through their websites or personal referrals.

What should you do if you have a complaint?

We have an internal dispute resolution process in place to resolve any complaints you may have, quickly and fairly. All complaints should be addressed to the Compliance Officer and sent to the address at the front of this FSG. If the complaint cannot be resolved to your satisfaction, you have the right to refer the matter to the Financial Ombudsman Service (FOS) which is an external dispute resolution service, of which Atlas Currency Exchange is a member. The contact details for (FOS) are listed below;

Financial Ombudsman Service 1300 780 808 GPO Box 3, Melbourne, Victoria 3001
www.fos.org.au

Alternatively the Australian Securities and Investments Commission (ASIC) has an Info line (1300 300 630) which may also be used to obtain information about your rights.

Privacy Policy

Atlas Currency Exchange is committed to ensuring the confidentiality and security of the personal information of its clients, and is also committed to complying with the Privacy Act 1988, the Australian Privacy Principals (APP) and the Anti Money Laundering and Counter Terrorism Financing Act 2006. You may request access to the information held about you by contacting us using the contact details at the front of this FSG. Our Privacy

Policy describes the way we collect, use, store and disclose your personal information. We are subject to the Privacy Act and the APPs, which set out how organisations should collect, use and store personal information about their customers. We update our Privacy Policy periodically and encourage you to check our website regularly for any updates.

Our website has links to other websites, which are provided for your convenience. Please note that we are not responsible for the privacy policies of those websites.

Collection of Information

We may collect and use your personal information for the following purposes; *assessing your application; *marketing of similar products and services; *determining future products/business strategies to develop our products and services;

If you do not wish to be kept informed of Atlas Currency Exchange marketing or promotional activities, please contact us via email. We do not sell personal information to other organisations.

We may record telephone calls to help in confirming terms and conditions of contracts; it may also be used for training and monitoring purposes. When you visit our website, we may use technology to collect information to assist us with administering and marketing our website.

If Atlas Currency does not collect your personal information, then Atlas may not be able to provide you with its products and services.

Under the AML/CTF Act 2006, Atlas is required to obtain a minimum amount of information to be able to provide financial products and services to its clients.

The information we collect

Whenever it is reasonable and practicable to do so, we collect information about you directly from you. If you are asked to provide information about others you must ensure that you have their consent or are otherwise entitled to provide this information to us.

We collect information that we request from you regarding your use of our products and services or that we collect automatically about your visit to our sites.

Please provide to us current and accurate information so that we can provide our services to you. We use and disclose your information for the following purposes:

Atlas Currency collects, holds, uses and discloses your personal information for the following purposes;

- provide its products and services to you
- administration, planning and account management
- correctly identify you
- monitor, develop and improve customer service
- send relevant information to you
- comply with any law, rule or regulation (AML CTF Laws), or to cooperate with any government authority

If you wish to remove your details from the list of names held by our databases or the databases of relevant third parties, you can contact us to ensure that your details are removed from the relevant database. Removal from direct mailing lists may result in clients not receiving all the information relevant.

Information Security/Storage

Client information is stored in databases shared by the Atlas Currency Exchange (being Rykan Enterprises Pty Ltd) situated within Australia.

We use secure servers in order to store your information and ensure proper data storage. We take all reasonable measures to protect personal information that we hold from misuse, loss, unauthorised access, modification or disclosure.

If you provide paper based documentation, we may retain the paper documents in addition to saving copies in an electronic format.

Transmission of data on the internet can never be ultimately secure. We do not and cannot guarantee security of information collected electronically or transmitted; however, we take all necessary steps to provide the best security available. As a result of our inability to guarantee safety, you are submitting information to us at your own risk. Atlas Currency will take reasonable steps to ensure that the personal information it collects and uses is accurate, complete and up-to-date. Atlas will not routinely update your personal information, unless such a process is required to fulfill the purposes for which your information is collected, used or disclosed. As a Registered Client of Atlas Currency, in accordance with your client agreement, you must notify Atlas Currency as soon as possible if the information you have provided has changed.

Access to personal information

You may contact us to request access to personal information that we hold about you, and may notify us of any corrections which need to be made. Personal information provided by you can be updated by you if the information provided is incorrect or out of date.

Atlas Currency may deny access to information in certain circumstances as permitted by law. For example, there are exemptions as specified in the APPs where access may be denied. If this is the case, we will provide you with the reason for our decision.

If an Atlas Currency client wants to gain access to or correct any of the personal information held by Atlas Currency about that client, or if further information on how Atlas Currency handles personal information is required, please contact the privacy officer below.

Contact Us

If you wish to access or correct your personal information or make a complaint in relation to your privacy, please contact Atlas Currency Exchange at:

Privacy Officer Atlas Currency (Rykan Enterprises Pty Ltd) 4/47 Byron St Byron Bay, NSW 2481

info@atlascurrency.com.au 1300 261 090

Purpose.

The purpose of this PDS is to provide you with sufficient information regarding the financial products that we provide. It is an important document which provides you with the information relating to foreign exchange contracts which you may acquire or enter into;

*it aims to provide you with enough information to help you decide whether the product is appropriate and will meet your needs; *it explains the rights, terms, conditions and obligations attached to that product; and

*it helps you to compare the product with others. Should you be unsure of any of the content you should contact us prior to entering any contract with Atlas Currency Exchange. Our contact details are listed below. A foreign exchange contract may be suitable for you if you have a reasonable understanding of foreign exchange contracts and markets. If you are not confident about your understanding of these markets we strongly suggest you seek independent financial advice prior to making a decision about any of the products we provide. We have provided a Glossary at the end of this document to assist your greater understanding. When we use the terms 'we' 'us' or 'our' we are referring to Atlas Currency Exchange, the issuer of the foreign exchange products. When we use the term 'you' or 'client' we mean you or another user of Atlas Currency Exchange products and services.

Issuer.

Rykan Enterprises Pty Ltd is an Australian owned company that trades as Atlas Currency Exchange which is a foreign exchange service provider to businesses and individuals. **You can contact us at:** Atlas Currency Exchange Po Box 542, Coolangatta Qld, 4225 **Telephone:** 1300 261 090 **Facsimile:** 0266 857 787 **Email:** info@atlascurrency.com.au **Website:** www.atlascurrency.com.au **Principal contact:** Compliance Officer. **Branch addresses:** See website for current sites **Note:** telephone conversations with Atlas Currency Exchange may be recorded for deal confirmation or dispute resolution purposes.

What is a Foreign Exchange Contract?

A foreign exchange contract (FEC) is an agreement between two parties to exchange one currency for another which is calculated by a foreign exchange rate. A foreign exchange rate is the price at which one currency is bought or sold, expressed in terms of another currency. For example, the exchange rate for AUD/USD of .7500, means one Australian dollar is equal to 75 US cents. Foreign exchange products are available in most currencies.

Spot Foreign Currency Contract

A "Spot" contract is a specified volume of a particular currency where the value date is within two business days from the date the deal was agreed to. Spot Foreign Currency transactions are deliverable contracts that are physically settled by the exchange of currencies between you and Atlas Currency in relation to the agreed currency pair and agreed rate.

Forward Foreign Currency Contract

A “Forward” contract is a binding agreement between you and Atlas Currency in which one currency is sold or bought against another currency at an agreed exchange rate on agreed date beyond two business days in the future. These products are deemed for AFS Licensing purposes to be Foreign Exchange Contracts. Forward contracts have the ability to provide cash flow certainty. By agreeing rate of exchange now for a time in the future you will determine the exact cost of that currency, thereby giving certainty over the flow of funds or the setting of prices or budgets.

Atlas Currency will require a 10% part payment on all Forward Contracts. The part payment of the Forward Contract is to secure Atlas’s potential exposure. This part payment will reduce the final payment that you are required to make on or before Value date.

Part Payments are not client money. For the avoidance of doubt; (i) Subject to subparagraph (ii), Excess part payments are client money; and

(ii) Part payments and any excess part payment which, due to an outstanding Forward Contract moving against the client, is applied to meet the ongoing part payment requirement are not client money.

All Forward Contracts must be settled on or before the Value date (or Settlement date). This means there must be cleared funds in our Bank on or before this date. When you enter into a transaction with us, we enter into a matching transaction with our own providers. Any costs incurred by us in delay of receiving your cleared funds will result in costs be due and payable by you, the client.

The significant general risk of entering a Forward Contract may be that the opportunity to make financial gains as the result of favourable exchange rate movements is precluded; if you enter a Forward Contract, you must always settle it on the agreed terms whatever the exchange rate is on the maturity date.

How does the FEC work?

Generally the rate that is provided to a client is known as an ‘indicator’ rate. This is our live rate that we quote clients. This indicator rate can be locked in generally when clear funds have been made available to us. This system, which is also used in the majority of bank branches, allows us to ensure we can give you the best possible rate of exchange for the contract you wish to enter into.

How is the foreign exchange rate calculated?

Atlas Currency Exchange representatives cannot predict future exchange rates and our rate quotations are not a forecast of our other advice on where we believe foreign exchange rates will be at a future date. We calculate foreign exchange rates taking into consideration the current spot ‘inter bank’ exchange rates and the amount of currency that you wish to buy or sell. The decision to transact at a particular rate will always be your decision.

Cost of an FEC.

When you enter into a FEC you agree to make a physical payment of one currency to Atlas Currency Exchange in exchange for the physical receipt of another currency. The amount that you pay us is determined by the exchange rate that we agree.

In relation to all transactions, and in addition to any fee that we may charge, we derive a profit on the transaction between the difference of the rate provided to the client compared to the rate we can obtain from our dealers. This profit will vary according to the currencies involved, their availability and the value of the transaction. For currency transfers under A\$15,000 we may also charge you a transfer fee of A\$15 Your International Money Transfer may be subject to additional charges. Some banks use an intermediary bank to process money transfers on their behalf, and these banks may make an administration charge for receiving money transfers. We are unable to advise on these charges as they vary from bank to bank and country to country. It can also depend on the arrangements the recipient of the transfer has with the bank.

These are not Atlas Currency Exchange charges and we are unable to accept responsibility for any amount deducted following your money transfer. Please check with the recipient, especially if the amount of your money transfer is critical, eg. payment of bills or property purchase.

Benefits of an FEC.

By entering into an FEC you will be protected from any adverse movement in the exchange rate that occurs after you have 'locked in' a rate of exchange. By utilising our foreign currency dealing services, both corporate and individual clients can buy or sell foreign currencies for a commercial purpose as part of their day to day business activities having the ability to settle foreign invoices (payments) and convert foreign receipts.

Significant risks of an FEC.

The following are the significant risks associated with FEC's; *There are no cooling off periods *Credit or counterparty risk, which is the risk that a counter party may not be able to meet their obligations; *You are legally obligated to exchange the currency at the agreed exchange rate; as such you will not be able to take advantage of preferential exchange rate movements that occur after a rate has been 'locked in'.

An example of an FEC.

The example below is for information purposes only. An Importer is buying goods from the United States and is required to transfer USD 60,000 to make payment for these goods. Contact is made to Atlas Currency Exchange and the client requests a 'spot rate' to make this transaction. The Importer is given an Indicator rate of .7212. The Importer compares this rate to their bank or other fx providers and decide to transact with Atlas Currency Exchange. Clear funds are then made available to Atlas Currency Exchange and a 'live' market spot rate is confirmed. The live market spot rate agreed to was .7213 Atlas Currency Exchange take receipt of AUD83,183.15 from the Importer and the USD60,000 is forwarded to the requested bank account of the supplier in the United States.

What is a Global Travel Card?

A Global Travel Card is a reloadable prepaid card – a safe, secure and easy way to carry your foreign currency abroad. Choose from various currencies. The Global Travel Cards are prepaid, so you can only spend what you load on it. The Global Travel Card allows you to lock in the exchange rate at the time of purchase or reload, and it is not linked to a bank account providing you a safe and convenient way to manage your travel money. In addition, you can always obtain a refund/exchange of the available balance from us. For further information relating to these cards please contact us on 1300261090.

Tax.

You should consult your own independent professional advisor regarding the tax consequences of acquiring, holding or disposing of FEC's, to take into account your own personal circumstances.

Dispute Resolution.

We have an internal dispute resolution process in place to resolve any complaints you may have, quickly and fairly. All complaints should be addressed to the Compliance Officer and sent to the address in this PDS. If the complaint cannot be resolved to your satisfaction, you have the right to refer the matter to the Financial Ombudsman Service (FOS) which is an external dispute resolution service, of which Atlas Currency Exchange is a member. The contact details for (FOS) are listed below;

Financial Ombudsman Service 1300 780 808 GPO Box 3, Melbourne, Victoria 3001
www.fos.org.au

Alternatively the Australian Securities and Investments Commission (ASIC) has an Info line (1300 300 630) which may also be used to obtain information about your rights.

Anti Money Laundering.

We are committed to the regulatory requirements for anti-money laundering and counter terrorism financing (AML/CTF) Atlas Currency Exchange is committed to preventing money laundering through its service and complies with regulatory requirements including; *identifying clients *monitoring and reporting suspicious transactions *maintaining records for at least 5 years *training staff to recognise suspicious transactions and be aware of all reporting obligations. Atlas Currency Exchange does not want your business if the funds are sourced from criminal activity or if the nature of the transaction is illegal in any way. Atlas Currency Exchange works closely with AUSTRAC to ensure all rules of the AML/CTF act 2006 guide us in effectively reducing the illegal act of money laundering.

Updates relating to this PDS

The information in this PDS is subject to change. Atlas Currency Exchange will issue a supplementary or replacement PDS where new products or services arise or where any information changes.

Glossary.

AUD Australian Dollars, AUSTRAC Australian government body Confirmation written or electronic advice from us that sets out the commercial details of an FEC foreign exchange contract Forward Contract means the exchange rate used to settle a transaction for a future date (greater than two business days) FX foreign exchange Interbank exchange rate means the wholesale rate/ live rate that is used amongst banks on very large transactions. Live rate is a current and moving exchange rate Locked in an exchange rate that has been confirmed in an FEC PDS product disclosure statement Spot rate means the exchange rate used in an immediate transaction. Terms and conditions is the terms and conditions that are adhered to when entering a contract with Atlas Currency Exchange. We, Our, Us relate to Atlas Currency Exchange. You,Your means the Customer.

TERMS & CONDITIONS

1. All trades are for non speculative purposes only and the client has full capacity to instruct Atlas Currency Exchange to perform a service or enter a contract;
2. Prior to any service, the client is to have read and understood the PDS and FSG which is made available on the Atlas Currency Exchange website www.atlascurrency.com.au ;
3. A prospective client, prior to any deal is to complete a registration form. This registration process is a necessary process which is required under the AML/ CTF Act 2006.
4. A client may instruct Atlas Currency to receive written confirmation of any trade, order or instruction and is subject to conditions; Atlas Currency Exchange will not be obliged to perform a service and may refuse to do so. Atlas Currency Exchange will have no liability to the client for any resultant loss or damages suffered by the client or any other party as a result of this refusal. No agreement will come into force until the Trade confirmation. Each trade, if accepted by Atlas Currency Exchange, will constitute a separate severable agreement. Atlas Currency will have no liability to the client should any third party arrangements with providers (Banks) be ceased through decisions made from the Banking Industry. The Banking Industry reserves its right under commercial decision to commence or cease relationships with any industry it chooses.
5. The client will be acting as principal only, no third party transactions will be accepted by Atlas Currency Exchange without prior authority to do so.
6. Once a trade confirmation has been given to the client, it cannot be altered or cancelled without prior written consent from a Director of Atlas Currency Exchange.
7. Atlas Currency Exchange does not provide any personal financial advice to the client, the client should seek independent financial advice should they not be confident in their own skill and judgement in determining whether a product or service is fit for their financial purpose.
8. The client acknowledges that Atlas Currency Exchange may record telephone calls for training, deal confirmation or dispute resolution purposes.

9. The client will be solely responsible for ensuring that all information is correct to enable Atlas Currency Exchange to perform any order or trade as requested by the client.
10. As soon as any currency, be that AUD or foreign, shows into any Atlas Currency Exchange Account, a receipt will be sent to the client to notify of such deposit.
11. Any client funds, be that AUD or foreign, that remains in an Atlas Currency Exchange account for a period of 12 months will be returned to the client via the Bank Account information provided at the time of Registration. The client also acknowledges that should external providers of accounts (Banks) require foreign funds to be exchanged prior to the 12 month period, this can be requested to be exchanged within a 48 hour period.
12. The parties acknowledge that the banks through which payments of trade is to be effected, have specified cut off times for receipt and dispatch of electronic transfers or payments. Atlas Currency Exchange accepts no responsibility for and shall have no liability in respect of the delay of the transfer by third party service providers.(Banks)
13. Some banks use an intermediary bank to process money transfers on their behalf, these banks may make an administration charge. We are unable to advise on these charges as they vary from bank to bank and country to country. It can also depend on the arrangement the recipient of the transfer has with the bank.
14. Atlas Currency Exchange has the right to terminate all or part of any trade by providing 48 hours notice.
15. Atlas Currency Exchange shall not be liable to the client for any delay or non performance of its obligations under the conditions or any agreement arising from any cause or causes beyond its reasonable control including, but not limited to, an act of god, flood, war, fire, political issue, government act, terrorism, civil unrest, explosion, storm, failure of computer or IT systems, communication system or industrial disputes.
16. Atlas Currency Exchange may amend the terms and conditions at any time in writing and such amendments shall be binding at the time/date of any such notice.
17. The client agrees that any disclosure statement or other document required to be given to the client by law, including but not limited to Product Disclosure Statement and Financial Services Guide may be given to the client by being placed in either case on an identified website of Atlas Currency Exchange.
18. The Authorised persons named on the Registration form supplied with this document are authorised by the client to give instructions for the services acquired from Atlas Currency Exchange on behalf of the client.
19. The client shall ensure cleared funds are deposited in to Atlas Currency Exchange's requested trading account. For a SPOT contract, this means cleared funds are to be present in the Atlas account on the next business day. If clear funds are not presented an exchange rate "loss" may occur as the deal will be reversed.
20. Atlas Currency Exchange makes no representations, warranties or assurances to the

accuracy or completeness of the information and materials provided on their website. The information provided on this site does not constitute an offer to sell or the solicitation of an offer to buy, any currencies and must not be relied upon in connection with any investment decision. Whilst we take reasonable care to keep the information on the website accurate and up to date, there may be occasions when this is not possible.

21. Approval of your registration form is subject to Atlas Currency Exchange's client approval process and is at the sole discretion of Atlas Currency Exchange. Atlas Currency Exchange may not assess or approve your application if the information requested on this Registration form is not supplied. Atlas Currency Exchange may also request further information from you that is outside of the requested information on the Registration form to assess and approve your application. Refusal to provide additional information may result in a delay or refusal of your application. Atlas can exercise their Corporate right to refuse service for a Registered Client and has the ability to cancel a Registration without notice or reason.

22. Foreign currency can be delivered by Atlas Currency Exchange. As delivery times and days regularly change, it is important to contact Atlas Currency Exchange to confirm the details of this service. Delivery can only be made to a business premises during the hours of 9 am to 5 pm Monday to Friday (excluding Public holidays) The person who ordered the foreign cash must be present at the business premises when delivery arrives, unless a prior arrangements have been made with Atlas Currency Exchange. Payments for foreign currency is to be made via direct credit or EFT into the requested bank account of Atlas Currency Exchange. Prior to foreign currency orders being sent, you will be required to fill out a registration form which is required by Australian Law under the Anti Money Laundering and Anti Terrorism Financing Act 2006. There is no cooling off period once foreign cash has been ordered and paid for.

23. EXCHANGE RATE GUARANTEE applies to International Money Transfers and Foreign Currency (Does not apply to Global Travel Cards) We will meet or beat any competitors displayed exchange rate. Displayed exchange rate means published on the competitors public website. Alternatively showing an exchange rate quote from another provider via screen shot from a their trading platform.