

# FINANCIAL SERVICES GUIDE

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## INTRODUCTION

This **Financial Services Guide (FSG)** is designed to assist you in deciding whether to use any of the financial services or products offered by **EightCap Pty Ltd (EightCap)**.

It provides you with an understanding of what to expect from your interactions with EightCap.

## ABOUT THIS DOCUMENT

This guide contains information about:

- » other documents EightCap may give you;
- » who EightCap is and how you can contact EightCap;
- » the kinds of services and products EightCap is authorised to provide under its *Australian Financial Services Licence (AFSL)*;
- » any associations or relationships EightCap may have;
- » how EightCap, its staff and other related persons are remunerated in connection with the financial services EightCap provides;
- » how you can instruct EightCap;
- » how EightCap deals with customer complaints and where clients can go for further help; and
- » records EightCap keeps and its privacy policy.

You will typically receive an FSG when EightCap provides you with a financial product or service.

Note this guide contains *general information* only. If you have further questions, please contact EightCap.

## OTHER DOCUMENTS YOU MAY RECEIVE

You may also receive other documents when EightCap provides services or products to you.

### Product Disclosure Statement (PDS) –

This contains important information about the services and products including:

- » the terms and conditions for the products;
- » any significant risks associated with holding the products;
- » information about the cost of the products; and
- » details of fees and charges the product provider receives for issuing the products.

You will receive a PDS when EightCap issues you with a product or offers to issue a product to you.

### Client Agreement –

This is an agreement between you and EightCap. The contents contained in the agreement govern your relationship with EightCap.

You will receive a Client Agreement when EightCap issues a financial product or provides services to you.

## ABOUT EIGHTCAP

EightCap is a company incorporated in Australia offering a wide range of financial products and services to an extensive client base.

EightCap holds an AFSL number **391441**.

## HOW TO CONTACT EIGHTCAP

You can contact and find out more about EightCap in various ways.

### Mail:

EightCap Pty Ltd  
ABN 73 139 495 944  
Level 11, 356 Collins Street  
Melbourne, VIC 3000, AU

**Telephone:** +61 3 8373 4800

**Email:** [customerservice@eightcap.com](mailto:customerservice@eightcap.com)

**Internet:** [www.eightcap.com](http://www.eightcap.com)

## AUTHORISATIONS AND SERVICES PROVIDED

Under its AFSL, EightCap is authorised to provide dealing and execution services in *over-the-counter (OTC)* financial derivative products, predominantly in *marginised Foreign Exchange (Forex, FX)* as well as *Contracts for Differences (CFDs)* on shares, stock indices, and commodities and to give general financial product advice.

The products and services offered by EightCap are available to retail, wholesale and professional investors.

## WHO EIGHTCAP ACTS FOR

EightCap is responsible for all the financial services and products issued to you and does not act on behalf of any other financial services licensee. EightCap provides all services and products on its own behalf.

EightCap thus acts as a principal, market-maker and dealer when issuing OTC derivative products to you.

## NATURE OF ADVICE

**EightCap offers general financial product advice only – no personal advice will be provided.**

The general financial product advice provided by EightCap relates only to the services and products offered, and will not be based on your personal circumstances. Newsletters, trade alerts and research papers are examples of general advice EightCap may give you.

You should, as a result, before acting on any advice, consider the appropriateness of the advice and the products, having regard to your own personal objectives, financial situation, and needs. Where relevant, you should read and consider the contents contained in the PDS relating to the product carefully before making any decision about whether to use the product.

You should also obtain professional financial advice regarding the suitability of the products and services offered in light of your personal financial needs, objectives and circumstances from a licensed professional.

## ARRANGEMENTS WITH EXTERNAL SERVICE PROVIDERS

EightCap may from time to time engage a third-party to provide financial services on its behalf. Where that third-party does not hold its own AFSL, it will provide the financial services as EightCap's *'authorised representative'* – this can be either individuals or bodies corporate.

When an authorised representative acts on behalf of EightCap, EightCap is responsible for the conduct of the authorised representative.

Note EightCap does not have any relationships or associations which might influence EightCap in providing you with its services.

## BENEFITS EIGHTCAP MAY RECEIVE

### Fees and Charges –

You may be charged fees for financial services or products that you receive from EightCap.

Commissions or fees (plus GST) may be payable by you depending on the services provided and will be disclosed to, and agreed with you prior to trading. Such commissions or fees may vary according to the type and level of service provided, the size and the frequency of the transaction.

You may also incur failure fees on failed transactions or interest charges on outstanding payments. By using or continuing to use EightCap products and services, you agree that:

- » all fees and charges received by EightCap as described in this guide are a benefit given to EightCap by you, in exchange for the market-making and dealing services provided by EightCap;
- » EightCap does not charge volume-based or asset-based fees for any advice it provides; and
- » you understand, consent to, authorise and direct EightCap to charge you in this way.

A full description on the fees and charges that EightCap receives for issuing products will be contained in the PDS.

### Other Benefits –

In general, EightCap's remuneration is built into the terms of the OTC derivative price quoted to you (which is unknown prior to the date of issue and cannot be properly ascertained until the trade is closed).

EightCap may also arrange for you to be supplied with financial services or products issued by non-related product providers, and consequently receives a fee, commission or other type of remuneration or benefits from these non-related issuers as a result of you investing in one of their products or services. Any remuneration or benefits that EightCap may derive from these non-related issuers is included in the fees and commissions agreed with you – you do not pay extra.

You may request particulars of any remuneration, commission or benefits payable to EightCap in respect of a particular product or service.

The amount paid to EightCap from third-party product issuers will vary from time to time.

All benefits to EightCap form part of EightCap's overall earnings.

## REMUNERATION OR OTHER BENEFITS RECEIVED BY EIGHTCAP STAFF

All EightCap staff are remunerated by way of salary and other employee benefits. Staff may receive commissions or other benefits in one or more of the following ways:

- » payments for reaching sales and revenue targets generated either by their own sales or for referring customers to EightCap;
- » bonuses based on the total value of products sold or the number of sales achieved by the staff member;
- » bonuses based on a combination of the performance of the staff member's team or business unit and the staff member's own performance – these benefits do not influence the advice provided by the staff member and a balanced approach to calculating performance based bonuses is followed.

Benefits can be either monetary or non-monetary. Monetary benefits are generally paid directly to the eligible staff member into the same account into which their salary is paid, or in some circumstances, into another account specified by the staff member.

Non-monetary benefits can include prepaid holiday accommodation, gift vouchers, or study assistance.

## BENEFITS FOR THOSE WHO REFER CUSTOMERS TO EIGHTCAP

EightCap may pay external parties who refer customers to EightCap a commission or other benefit. Mainly, a referring party will nominate an additional 'spread' – the differences between the bid price and ask price of a given tradable instrument – or monetary fee to be charged to the referred client.

Full details of the commission and spread payable by you when dealing with EightCap are detailed in the PDS, or on written request.

## PROVIDING INSTRUCTIONS TO EIGHTCAP

You may give EightCap dealing instructions either by telephone or via the electronic trading platform.

Any other form of communication which is not a dealing instruction can be made by telephone, in person, or in writing by post or email using the contact details set out at the front of this guide. It should be noted that telephone lines are recorded in order to provide a record of transactions.

## COMPENSATION ARRANGEMENTS

EightCap has professional indemnity insurance arrangements in place to meet its obligations as the holder of an AFSL.

EightCap's insurance arrangements cover claims relating to the services and products it offers and the conduct of current and former EightCap staff (where EightCap is responsible for the conduct of the staff member at the time of the relevant conduct).

Please note you do not have a direct right to claim under this cover which is taken out to ensure sufficient resources will be available to meet claims against EightCap.

## MAKING A COMPLAINT

If you have any complaint about its products or services, EightCap has established internal complaint resolution procedures as set out below:

### 1. Client Services Desk

Your first point of contact for raising concerns or providing feedback is the Client Services staff members. They will do their best to help resolve any issues you may have.

- » **Phone:** +61 3 8373 4800
- » **Email:** customerservice@eightcap.com

### 2. Complaint Manager

If you are unhappy with the response you have received or you would like to escalate the matter, you can contact the Complaint Resolution Manager who will work closely with you to address your concern quickly and amicably. EightCap will update you regularly until the matter is resolved.

- » **Mail:**  
Attn: EightCap Complaint Resolution Manager  
Level 11, 356 Collins Street, Melbourne, VIC 3000, AU

## FURTHER HELP OPTIONS

If you are not satisfied with the steps taken by EightCap to resolve the complaint, or with the result of EightCap's investigation, you may wish to contact an independent or external financial services dispute resolution scheme, the *Financial Ombudsman Service (FOS)* within two (2) years of EightCap's final response.

Please note that before the Financial Ombudsman can investigate your complaint, they generally require you to have first provided EightCap with the opportunity to address the complaint.

**Financial Ombudsman Service Ltd –**  
GPO Box 3, Melbourne, VIC 3001, AU  
Telephone: 1300 780 808  
Fax: +61 3 9613 6399  
Email: info@fos.org.au  
Internet: www.fos.org.au

Alternatively, the following external dispute resolution scheme may also assist in resolving your complaint.

### **Australian Securities and Investments Commission (ASIC) –**

ASIC's website contains information on complaining about companies and people and describes the types of complaints handled by ASIC. To obtain further information contact the ASIC info line:

Telephone: 1300 300 630  
Fax: +61 3 5177 3999  
Email: infoline@asic.gov.au  
Internet: www.asic.gov.au

## RECORD-KEEPING OBLIGATIONS

EightCap undertakes to ensure that comprehensive and accurate records of clients are properly maintained.

As an AFSL holder, EightCap has an obligation under the *Anti-Money Laundering and Counter Terrorism Financing Act (AML/CTF Act) 2006* to verify your identity and the source of any funds. This means that EightCap will ask you to provide identification documents such as a valid passport or a driver's licence prior to setting up your trading account with EightCap – this information will be held securely.

Please bear in mind that EightCap may not be able to issue any products or provide any services to you if you are unwilling to provide the required documentation to EightCap.

## PRIVACY PROTECTION

All information that EightCap collects about you will be treated in accordance with its Privacy Policy which can be found on its website at eightcap.com.

EightCap only discloses personal information to external parties for the purposes of execution, clearing and settlement of transactions, or those who act on its behalf in the operation of its business or in connection with the transactions to be undertaken.

Such external parties are required and committed to protecting your privacy and where they are offshore, EightCap takes reasonable steps to ensure that to the maximum extent reasonably possible any information sent has the same level of privacy protection as EightCap provides in Australia.

EightCap will not otherwise disclose your personal information without your consent, except as authorised or require by privacy laws. When EightCap collects, uses, discloses or handles your personal information, it is committed to compliance with the *Privacy Act 1988* and the *National Privacy Principles*.

