



Financial Services Guide

Eightcap Pty Ltd

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ABOUT THIS DOCUMENT

This Financial Services Guide ('FSG') is dated September 2021 has been prepared and issued by Eightcap Pty Ltd (ABN 73 139 495 944) ("Eightcap", "we" or "us"). This FSG is designed to help you decide whether to trade Contracts for Difference ("CFDs") and other margin trading products (collectively referred to as CFDs) offered by Eightcap.

This FSG contains information about:

- the other documents Eightcap will give you;
- who Eightcap are and how you can contact us;
- the services and products Eightcap is authorised to provide;
- any third-party associations or relationships Eightcap may have;
- how Eightcap, its staff and other related persons are remunerated;
- how you can issue instructions to Eightcap;
- how Eightcap deals with customer complaints and where you can go for further assistance; and
- the records Eightcap keeps and your privacy.

This FSG contains general information only. It is your responsibility to consider your objectives, financial situation and needs, and decide whether CFDs are suitable for you. You may want to take independent financial advice before proceeding.

OTHER DOCUMENTS YOU WILL RECEIVE FROM EIGHTCAP

Before you open an account with us, Eightcap is required to provide you with a Product Disclosure Statement ('PDS') which contains more information about the products and services we offer. The PDS is designed to help you make an informed decision about whether to trade CFDs with us. The PDS contains important information about trading CFDs, including risks and features, and information about fees and charges.

We will also provide you with a Client Agreement. The Client Agreement contains the terms and conditions that govern the relationship and transactions between you and Eightcap.

ABOUT EIGHTCAP

Eightcap is a company incorporated in Australia (ABN 73 139 495 944). We hold an Australian Financial Services Licence (AFSL) (number 391441) and are regulated by the Australian Securities and Investments Commission (ASIC).



How to Contact Eightcap:

Phone: +61 3 8375 9700
+61 3 8373 4800
(9am – 7pm AEST/AEDT weekdays)

Email: customerservice@eightcap.com

Web: www.eightcap.com

Post: Level 35, Rialto South Tower, 525 Collins Street, Melbourne, VIC 3000, AU

AUTHORISATION AND SERVICES PROVIDED

Eightcap is authorised by ASIC to provide financial services relating to over the counter (OTC) derivatives and foreign exchange products, to both retail and wholesale clients.

We offer OTC derivatives on certain underlying assets that include, but are not limited to, currencies, commodities, indices and shares. We collectively refer to all the OTC derivatives that we offer as CFDs.

CFDs enable you to speculate on the rising or falling prices of an underlying asset. They are a contract which allows you to make a profit, or results in you incurring a loss, by reference to fluctuations in the price of the underlying asset without owning or having any rights to the underlying asset itself.

Eightcap is the product issuer and principal. This means that we issue the products described in the PDS and deal with you as principal, not as an agent on behalf of anyone else. Eightcap is also the service provider. We will treat you as our direct client for all purposes and you are responsible for performing your obligations under each CFD contract.

NATURE OF ADVICE

Eightcap offers general advice only.

We will not give you any personal financial product advice. We can give you general advice only and help you to use the trading products and services that we provide. Any general financial product advice that we may give you will have been prepared without taking into account your personal objectives, financial situation or needs. You should therefore carefully consider the appropriateness of any general advice we give you, having regard to your personal objectives, financial situation and needs. You should also consider the PDS carefully before deciding whether to trade CFDs with us.

REMUNERATION, COMMISSIONS AND OTHER BENEFITS

There are various types of income we may receive when we provide our products and services to you. These include, but may not be limited to:

Spread

The spread is the difference between the bid price and the ask price of a CFD. In most cases, the spread is considered to be your cost or 'commission' to open and close a CFD.

Eightcap aim to have competitive spreads. However, there are many factors that impact on the spreads that are provided to you, including but not limited to market volatility, market liquidity, our costs and competition objectives.

Commission

Eightcap have an account type which involves a monetary cost to open and close a CFD with a more competitive spread. Eightcap also offer share CFDs, where percentage commission fee of the notional value of the CFD is charged.

Financing Charges

Eightcap receives income from financing (interest) charges. These are referred to as 'Swap' on our trading platform. Swap rates change regularly. They may be charged or credited to your account. The amount of swap that is charged or credited to you is published under the specifications tab of the CFD on your trading platform.

Corporate Actions

When the Share CFD, or constituent share of an index that we provide is subject to corporate action (e.g. a dividend adjustment), we will make an adjustment to your trading account by taking reasonable steps to reflect the impact of the corporate action. This may be a cost or a benefit to you.

Rebates

Eightcap may receive a rebate from its Liquidity Providers that relates to the volume of trades that are placed.

Interest

Eightcap retains any interest accrued on client funds that are held in our bank accounts.

Administrative

Eightcap may receive the spread when a CFD futures product is changed to the next contract month. The rolling over of future contracts attracts the market spread, which is considered a fee in favour of Eightcap.

Administration fees may also be charged by Eightcap for 'Swap Free' trading accounts.

Market Making

Eightcap may be exposed to the outcome of the trading activity it facilitates. Accordingly, this may generate income if a CFD is not offset or 'hedged' using an external party, such as a liquidity provider. Our Hedging Policy is published on our website.



Margin

Margin is the amount of money you are required to pay us, or hold in your trading account, in order to open and hold a CFD. Margin is not considered to be a form of income for Eightcap, but it may have an impact on your trading account by reducing the total funds you have available to trade. The value of the Margin required to open a CFD position is set in accordance with the leverage ratio of your trading account, and/or the CFD that you trade, as prescribed by ASIC.

Full details of commissions and spreads payable by you when dealing with Eightcap are detailed in the PDS or on written request.

Benefits Received by Eightcap Staff

We pay our staff salaries and other employee benefits, such as discretionary bonuses, which are calculated based on a number of factors, including non-financial factors.

None of our directors or related companies will receive any commissions based on the OTC derivative products that we offer to you unless we have obtained your written permission.

Benefits Received by Third-Party Referrers

We may be required to share a percentage of our income with a third party, or we may pay a fixed sum, if they have referred you to us as a client.

Where the conflicted remuneration provisions of the *Corporations Act 2001* (Cth) ('Corporations Act') apply, we will only make payments to third parties if we get your consent in advance. Full details about any of these payments will be made available on request in writing.

INSTRUCTIONS

You may give Eightcap dealing instructions via the online trading platform or by telephone.

Any other form of communication that is not a dealing instruction may be made by telephone, in person, or in writing by post or email. It should be noted that our telephone lines are recorded in order to provide a record of transactions.

PROFESSIONAL INDEMNITY INSURANCE

Eightcap has professional indemnity insurance in place, which satisfies the requirements for compensation arrangements under the Corporations Act.

This insurance covers claims made against Eightcap in relation to the professional services and products it offers and the conduct of current and former staff (where Eightcap is responsible for the conduct of the staff member at the time of the relevant conduct).

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



DISPUTE RESOLUTION

We have internal as well as external dispute resolution procedures to resolve complaints. If you are dissatisfied with any aspect of our products or services, please give us the opportunity to investigate and answer your questions first.

We will acknowledge your complaint as soon as possible, but in any event within 24 hours (or one business day) of receiving it. Your complaint will first be investigated by our Customer Services team and, if they are unable to resolve the dispute to your satisfaction, by our Compliance team.

Please take note that we have up to 30 calendar days to investigate and resolve your complaint from the date we receive it. We will communicate with you throughout this period and may request further information. To assist us with resolving your complaint promptly, it is a good idea for you to compile all documents that relate to your complaint.

If you are not satisfied with the outcome of our investigation, you may refer your complaint to the Australian Financial Complaints Authority (AFCA). AFCA are an independent External Dispute Resolution Scheme approved by ASIC. You can find more information about the AFCA complaints process on their website: www.afca.org.au. **AFCA will not consider a complaint until we have had the opportunity to consider it internally within the 30-day timeframe.** If you would like more information on how complaints are handled, please refer to our Complaints Management Policy available on our website.

AFCA can be contacted at:

- **Address:** GPO Box 3, Melbourne, VIC 3001, Australia
- **Phone:** 1800 931 678
- **Fax:** (03) 9613 6399
- **Email:** info@afca.org.au
- **Web:** www.afca.org.au

Upon the referral of any complaint to AFCA, Eightcap can provide you with a guide to the External Dispute Resolution Scheme. Eightcap is bound to fully assist AFCA in the investigation of customer inquiries or complaints and is bound by any decision made by AFCA.

REGULATORY OBLIGATIONS

As an AFSL holder, Eightcap has an obligation under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) ('AML/CTF Act') to verify your identity and, in certain circumstances, your source of funds. This means that Eightcap may require you to provide identification documents, such as a valid passport or a driver's licence, prior to setting up a trading account. Please note that Eightcap will not be able to issue any products or provide any services to you if you are unable or unwilling to provide the requested documentation.

PRIVACY POLICY

All information Eightcap collects about you will be treated in accordance with the Eightcap Privacy Policy which can be found at www.eightcap.com.



When Eightcap collects, uses, discloses or handles your personal information, it is committed to do so in compliance with the *Privacy Act 1988* (Cth) ('Privacy Act'), the Australian Privacy Principles ('APPs') and the General Data Protection Regulation (EU) 2016/679 ('GDPR') (where applicable).