

# FINCLEAR SERVICES' FINANCIAL SERVICES GUIDE (FSG)

Issued by FinClear Services Pty Ltd

ABN 60 136 184 962

Australian Financial Services Licence No. 338264

Date FSG was prepared: 1 February 2022

## 1. Terms used in this FSG

<b>AFSL</b>	Australian Financial Services Licence
<b>ASX</b>	ASX Limited ABN 98 008 624 691 or the market operated by it, as the context requires.
<b>Broker</b>	A Participant of one or more Relevant Exchanges which has engaged FinClear Services to clear transactions executed by the Broker on a Relevant Exchange.
<b>Cboe</b>	Cboe Australia Pty Limited ABN 47 129 584 667 or the market operated by it, as the context requires.
<b>Client</b>	Clients are considered 'wholesale' or 'retail' as defined under the Corporations Act.
<b>Correspondent</b>	Your Broker or Financial Intermediary, as the case may be.
<b>ETOs</b>	Exchange Traded Options
<b>Financial Intermediary</b>	An AFSL holder who has engaged FinClear Services to execute and clear transactions on a Relevant Exchange.
<b>FSG</b>	Financial Services Guide
<b>IDPS</b>	Investor Directed Portfolio Services
<b>International Securities Trader</b>	A FinClear Services group entity or a third party authorised to provide securities dealing and/or custody services on an international market.
<b>MDA</b>	Managed discretionary accounts, being a service which a Correspondent may provide to you under which you authorise the Correspondent to manage an investment portfolio on your behalf and to make investments decisions in relation to the portfolio in accordance with an investment program agreed with you.
<b>PDS</b>	Product Disclosure Statement
<b>FinClear Services, we, us, our</b>	FinClear Services Pty Ltd ABN 60 136 184 962; AFSL No. 338 264
<b>FinClear Services Nominees</b>	FinClear Services Nominees Pty Ltd ACN 137 911 730, a wholly owned subsidiary of FinClear Services, or another nominee company appointed by FinClear Services
<b>Relevant Exchange</b>	ASX or Cboe or any other securities exchange on which FinClear Services transacts, or the financial markets operated by them (as the context requires).

## 2. Purpose of this FSG

This FSG provides information about:

- Who we are;
- What relationships and associations we have;
- The services we provide;
- How you may provide us with instructions and make payments into our trust account
- The remuneration that may be paid to us or to other relevant persons for the services we provide;
- The documents you may receive from us;
- How we handle complaints; and
- Your privacy and how we use your personal information.

This FSG has been prepared by FinClear Services and was prepared on 1 February 2022 to assist you in deciding whether to use the services we provide. You should read it carefully and make sure you understand it.

Together with this FSG, you will have received an FSG from the Correspondent. You should read both documents before deciding whether to use the services that we provide.

## 3. Who is FinClear Services?

FinClear Services is licensed under the Corporations Act (Australian Financial Services Licence (AFSL) No 338 264) to provide financial

services and is a Trading Participant of ASX, a Participant of Cboe, a General Participant of ASX Clear Pty Ltd ABN 48 001 314 503 (ASX Clear) and a Settlement Participant of ASX Settlement Pty Ltd ABN 49 008 504 532 (ASX Settlement). FinClear Services may become a participant of other Relevant Exchanges from time to time. FinClear Services is a wholly owned subsidiary of FinClear Holdings Pty Ltd.

FinClear Services has authorised the distribution of this FSG.

## 4. The services offered by FinClear Services

FinClear Services is authorised under its AFSL to:

- deal in (including arranging to deal in) the following financial products:
  - Securities (such as shares, options and warrants that can be traded on a Relevant Exchange);
  - Interests in managed investment schemes (other than IDPS), such as units in ASX listed trusts;
  - Derivatives, such as ASX Exchange Traded Options (ETOs);
  - Foreign exchange contracts; and
- provide a custodial or depository scheme service (other than IDPS),

to wholesale and retail clients.

FinClear Services provides/arranges to provide execution, clearing, settlement and nominee services. You have received a copy of this FSG because the Correspondent has arranged for FinClear Services to provide one or more of the following services:

### a) Clearing services for transactions in securities and interests in managed investment schemes executed on a Relevant Exchange

FinClear Services may be engaged by a Broker to clear the transactions in securities and interests in managed investment schemes executed on or facilitated through a Relevant Exchange by the Broker. If you are a client of one of those Brokers and you effect a transaction in securities or interests in managed investment schemes on a Relevant Exchange through the Broker, FinClear Services (as clearer) will be responsible for the settlement obligations in respect of that transaction. FinClear Services may also settle transactions not executed on a Relevant Exchange (e.g. primary market transactions or off market transactions).

For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of that transaction directly to FinClear Services and not to the Broker. If you are a client of one of those Brokers, you will be provided with a Disclosure Statement which contains more information concerning the clearing services FinClear Services provides and the terms of your agreement with FinClear Services in respect of those services.

### b) Execution and clearing services for transactions in securities and interests in managed investment schemes executed through a Relevant Exchange

FinClear Services may also be engaged by a Financial Intermediary to provide to clients of the Financial Intermediary, execution and clearing services in securities and interests in managed investment schemes. This means that FinClear Services will execute or facilitate the transaction on a Relevant Exchange for you and clear and settle those transactions. FinClear Services may also settle for you transactions not executed on a Relevant Exchange (e.g. primary market transactions or off market transactions).

As a client of one of those Financial Intermediaries, you may effect a transaction in securities or interests in managed investment schemes on a Relevant Exchange by providing instructions to the Financial Intermediary. The Financial Intermediary will then, as your agent, communicate your instructions to FinClear Services who may then execute the transaction on a Relevant Exchange for you or facilitate settlement of the transaction. For this purpose, you will become FinClear Services' client.

In addition, FinClear Services will also clear all transactions in securities or interests in managed investment schemes that FinClear Services has executed on your behalf under this arrangement. Accordingly, FinClear Services will be responsible for the settlement obligations in respect of those transactions. For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of those transactions directly to FinClear Services and not to the Financial Intermediary.

If you are a client on one of those Financial Intermediaries, you will be provided with a document that summarises FinClear Services' Best Execution Policy and explains how we handle and execute your orders, as required under the *ASIC Market Integrity Rules (Securities Markets) 2017*.

**c) Clearing services for transactions in Exchange Traded Options executed on ASX**

FinClear Services may also be engaged by a Broker to clear the transactions in ETOs executed on ASX by the Broker.

If you are a client of one of those Brokers and you effect a transaction in an ETO on ASX through the Broker, FinClear Services (as clearer) will be responsible for the settlement obligations in respect of that transaction. For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of that transaction directly to FinClear Services, not to the Broker.

If you are a client of one of those Brokers, and wish to trade in ETOs on ASX through it, you will need to enter into a Derivatives Client Agreement with FinClear Services.

You may also need to enter into a Derivatives Client Agreement with the Broker, and the Broker may be required to give you a Product Disclosure Statement (PDS) in relation to the ETOs that you may trade. The PDS will contain information concerning ETOs to assist you in deciding whether those products are appropriate for your needs.

**d) Execution and clearing services for transactions in Exchange Traded Options executed on ASX**

FinClear Services may also be engaged by a Financial Intermediary to provide to clients of the Financial Intermediary execution and clearing services in ETOs. This means that FinClear Services will execute transaction in ETOs on ASX for you and clear and settle those transactions.

If you are a client of one of those Financial Intermediaries and you wish to deal in ETOs on ASX, you may do so by communicating an order to deal in ETOs to the Financial Intermediary. The Financial Intermediary (as your agent) will communicate that order to FinClear Services who will execute the transaction on ASX on your behalf. For this purpose, you will become a client of FinClear Services.

In addition, FinClear Services will also clear all transactions in ETOs that are executed by FinClear Services on your behalf. Accordingly, FinClear Services will be responsible for the settlement obligations in respect of those transactions. For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of those transactions directly to FinClear Services and not to the Financial Intermediary.

If you are a client of a Financial Intermediary and wish to trade in ETOs on ASX, you will need to enter into a Derivatives Client Agreement with FinClear Services.

We may also be required to give you a PDS in relation to the ETOs that you may trade. The PDS will contain information concerning ETOs to assist you in deciding whether those products are appropriate for your needs. The Correspondent may also be required to give you a PDS in relation to the ETOs that you may trade.

**e) Clearing services for transactions in Exchange Traded Options "given up" to FinClear Services on ASX**

FinClear Services may clear a transaction in ETOs executed on ASX by another Participant of ASX Group if the transaction is "given up" to FinClear Services. If FinClear Services accepts the "give up" of such a transaction executed for you, FinClear Services will be responsible for the settlement obligations in respect of that transaction. For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of that transaction directly to us and not to the other Participant.

Before FinClear Services can accept the "give up" to it of a transaction in ETO executed for you, you will need to enter into a Derivatives Client Agreement with FinClear Services. You will be provided with a PDS relating to ETOs as part of your client application documentation with the Derivatives Client Agreement.

**f) Execution, clearing and settlement services for transactions in securities on international markets**

FinClear Services may also be engaged by a Correspondent to arrange execution, clearing and settlement services in securities on international markets for clients of the Correspondent. This means that FinClear Services will arrange for the execution, clearing and settlement of the transaction with an entity which holds the appropriate authorisation to do so in that market (International Securities Trader). The International Securities Trader may be a FinClear Services group entity or a third party entity.

As a client of one of those Correspondents, you may effect an international securities transaction on an international market by providing instructions to the Correspondent. The Correspondent, acting as your agent, will then communicate your instructions to

FinClear Services who, in acting for you, will communicate them to the International Securities Trader for fulfilment through FinClear Services' Account with that International Securities Trader. Securities traded on your behalf using FinClear Services' Account will be traded beneficially for you by FinClear Services. For this purpose, you will become FinClear Services' client, but not the client of the International Securities Trader.

FinClear Services will also arrange for the International Securities Trader to clear and settle all transactions in securities that it has executed on your behalf under this arrangement.

Accordingly, FinClear Services will be responsible for the settlement obligations in respect of those transactions. For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of those transactions directly to FinClear Services and not to the Correspondent or the International Securities Trader.

**g) Settlement and nominee services - general**

FinClear Services may also be engaged by a Correspondent to provide to clients of the Correspondent settlement services in securities and interests in managed investment schemes. This means that FinClear Services will settle transactions arranged for you by the Correspondent and executed on a Relevant Exchange for you by a Trading Participant of a Relevant Exchange (other than FinClear Services and the Correspondent).

However, FinClear Services will only settle such transactions if, in the case of a purchase, the necessary funds are made available to FinClear Services and, in the case of a sale, the financial products sold are made available to FinClear Services, in each case in sufficient time before the time the transaction is to be settled.

As part of this service, FinClear Services may also arrange for your securities and interests in managed investment schemes to be held by FinClear Services Nominees as nominee for you. For the purpose of settlement and nominee services, you will become FinClear Services' client.

**h) Settlement and nominee services – MDA accounts**

FinClear Services may be engaged to provide settlement and nominee services as described in paragraph 4 Error!

**Reference source not found.** above to clients of the Correspondent in connection with the provision to the Client by the Correspondent of managed discretionary account (MDA) services. In that event, FinClear Services will be responsible only for the following services:

- the settlement of transactions which the Correspondent has arranged to be executed on a Relevant Exchange on your behalf (provided that FinClear Services will only settle such transactions if, in the case of a purchase, the necessary funds are made available to FinClear Services and, in the case of a sale, the financial products sold are made available to FinClear Services, in each case in sufficient time before the time the transaction is to be settled);
- the holding by FinClear Services Nominees as nominee for you of securities and interests in managed investment schemes which are acquired or otherwise form part of your investment portfolio (Investments) which the Correspondent manages for you as part of the MDA services;
- as FinClear Services Nominees will be the registered holder of your Investments:
  - it will receive any dividends or other distributions in respect of those Investments and will deal with them in accordance with instructions from the Correspondent;
  - it will be entitled to cast any votes in respect of your investments and may do so in accordance with instructions from the Correspondent
- FinClear Services if required to do so under relevant regulatory requirements will provide you with an activity statement in respect of any transactions which it settles on your behalf unless you are deemed to be a wholesale client; and
- any other services to be provided by FinClear Services to you under the Nominee and Settlement Services Agreement entered into with you.

The Correspondent will be responsible for the following:

- management of your Investments based on an investment program agreed between you and the Correspondent, including the making of all investment decisions on your behalf in connection with your Investments;
- arranging for transactions to be executed on a Relevant Exchange for you by a Trading Participant of a Relevant

Exchange (other than FinClear Services and the Correspondent);

- giving instructions to FinClear Services in connection with the settlement of transactions executed on a Relevant Exchange for you and the distributions and rights in respect of the Investments held by FinClear Services Nominees on your behalf; and
- any other services required in connection with the provision of MDA services to you which are not to be provided by FinClear Services.

**i) CHESSE Sponsorship services**

FinClear Services may act as a CHESSE Sponsoring Participant of the clients of its Correspondents. Clients that are to be CHESSE sponsored by FinClear Services must enter into a Sponsorship Agreement with FinClear Services.

**j) Nominee and custody services**

FinClear Services may, in its absolute discretion, arrange for its wholly owned subsidiary, FinClear Services Nominees and/or another entity to provide nominee and other custody services for clients of the Correspondents for whom it provides clearing services and other clients. If you want FinClear Services to arrange for FinClear Services Nominees to provide nominee or custody services to you, you will need to enter into an agreement for this purpose. Where FinClear Services provides nominee services the financial products held by FinClear Services on your behalf may be held in the same account in which FinClear Services Nominees holds securities for other persons.

**k) Other services**

FinClear Services acts as agent for the clients of Correspondents in providing settlement services for the client in respect of transactions executed by the client or on behalf of the client by another person.

FinClear Services does not provide any financial product advice to retail clients. FinClear Services is authorised under its AFSL to provide general financial product advice to wholesale clients only for the following classes of financial products:

- derivatives;
- foreign exchange contracts;
- interests in managed investment schemes excluding investor directed portfolio services; and
- securities.

**5. Capacity in which FinClear Services acts**

The capacity in which FinClear Services acts depends on the service to be provided as follows:

**a) Clearing services for transactions in securities and interests in managed investment schemes executed on a Relevant Exchange**

FinClear Services acts as principal with ASX Clear or the relevant counterparty in relation to the clearing and settlement of transactions in securities and interests in managed investment schemes executed on a Relevant Exchange on your behalf. However, there may be certain activities which FinClear Services will perform as agent for another person (such as the despatch by FinClear Services of confirmations to clients as agent for the Broker that executed the transaction).

In clearing the transaction, FinClear Services acts as agent for the client for whom the transaction was executed. However, FinClear Services will owe the settlement obligations in respect of that transaction to ASX Clear as principal.

**b) Execution and clearing services for transactions in securities and interests in managed investment schemes executed on a Relevant Exchange**

FinClear Services acts as principal with ASX Clear or the relevant counterparty in relation to the execution of your orders which are communicated to it by the Financial Intermediary for execution on a Relevant Exchange on your behalf.

We act as principal (and not as agent for the Financial Intermediary) in relation to the clearing and settlement of such transactions. However, there may be certain activities which we will perform as agent for another person (such as the despatch by us of confirmations to clients as agent for the Financial Intermediary that arranged for the execution of the transaction). In clearing the transaction, FinClear Services acts as agent for the client for whom the transaction was executed. However, we

will owe the settlement obligations in respect of that transaction to ASX Clear as principal.

**c) Execution and clearing services for transactions in securities on international markets**

When FinClear Services enters into a contract with you to arrange for the execution, clearing and settlement of international securities transactions on a foreign market by an International Securities Trader for you, it does so as principal on its own behalf, and not as someone's agent.

When FinClear Services arranges for the provision of international securities trading services to you in accordance with this contract, FinClear Services acts as agent for you. In order to provide these services to you, FinClear Services (as principal), has entered into agreements with an International Securities Trader, and will owe obligations in relation to any transactions directly to the International Securities Trader. (It is then your contract with FinClear Services which enables FinClear Services to ultimately call upon you to satisfy these obligations).

**d) Clearing services for transactions in Exchange Traded Options executed on ASX**

FinClear Services acts as principal in relation to the clearing and settlement of transactions in ETOs executed on ASX on your behalf. FinClear Services also acts as principal in respect of the clearing and settlement of transactions in ETOs executed on ASX on your behalf for which FinClear Services accepts the "give up".

However, there may be certain activities which FinClear Services will perform as agent for another person (such as the despatch by FinClear Services of confirmations to clients as agent for the Broker that executed the transaction). The rights of FinClear Services against the ASX Group in respect of any transaction in ETOs executed on ASX for which FinClear Services has the settlement obligations will be personal to FinClear Services, and the benefit of those rights will not pass to the client for whom the transaction was executed. Accordingly, in clearing the transaction and being the registered holder of the ETO, FinClear Services acts as principal and not as an agent or trustee for the client. However, FinClear Services will owe corresponding obligations to the client as a principal.

**e) Execution and clearing services for transactions in Exchange Traded Options executed on ASX**

FinClear Services acts as principal in relation to the execution of your orders which are communicated to it by the Financial Intermediary for execution on ASX on your behalf.

We act as principal (and not as agent for the Financial Intermediary) in relation to the clearing and settlement of such transactions. FinClear Services also acts as principal in respect of transactions in ETOs executed on ASX on your behalf for which FinClear Services accepts the "give up". However, there may be certain activities which FinClear Services will perform as agent for another person (such as the despatch by FinClear Services of confirmations to clients as agent for the Financial Intermediary who arranged for that transaction to be executed).

The rights of FinClear Services against the ASX Group in respect of any transaction in ETOs executed on ASX for which FinClear Services has the settlement obligations will be personal to FinClear Services, and the benefit of those rights will not pass to the client for whom the transaction was executed. Accordingly, in clearing the transaction and being the registered holder of the ETO, FinClear Services acts as principal and not as an agent or trustee for the client. However, we will owe corresponding obligations to the client as a principal.

**f) Settlement and nominee services**

FinClear Services acts as your agent in relation to the settlement of transactions in securities and interests in managed investment schemes which the Correspondent has arranged for another Trading Participant to execute on a Relevant Exchange on your behalf.

FinClear Services may arrange for FinClear Services Nominees to provide nominee services to clients. Subject to the terms of the relevant documentation, FinClear Services Nominees acts as nominee or trustee for the client in providing those services.

**g) Sponsorship services**

FinClear Services acts as principal in providing sponsorship services to clients.

**h) Nominee and custody services**

FinClear Services may arrange for FinClear Services Nominees and/or another entity to provide nominee and other custody services to you. FinClear Services Nominees

or the other entity, will act as nominee or trustee for you in providing the service.

**i) Other services**

FinClear Services acts as agent for the client in providing settlement services for the client in respect of transactions executed by the client or on behalf of the client by another person.

**6. How you may provide instructions and make payments into our trust account**

To provide instructions to FinClear Services, you must contact your Correspondent or Broker as appropriate (and not FinClear Services directly).

You may only deposit funds into a FinClear Services trust account if the funds are paid in connection with financial services provided (or to be provided) by FinClear Services to you.

FinClear Services' trust accounts are not "holding" accounts where your funds, with no connection to FinClear Services or the financial services provided by FinClear Services to you, may be deposited for convenience or by any other party other than you or your Correspondent or Broker on your behalf.

FinClear Services will not facilitate or accept the deposit of funds into its trust accounts in the form of cash or cheques over-the-counter in bank branches or via automated telling machines by you, your Correspondent, your Broker or any other party.

You and your Correspondent or Broker (as appropriate) must only deposit or facilitate the deposit of cleared funds from your client bank account by electronic funds transfer or BPay in relation to the financial services provided by FinClear Services.

**7. How we are remunerated**

**a) Remuneration for execution, clearing and settlement services**

FinClear Services will charge the Correspondent fees for executing and/or clearing transactions, and for providing settlement and nominee services to clients.

The fees that FinClear Services may charge the Correspondent may be a fixed monthly fee, a fee per trade, a fee per service and/or other fees.

You or the Correspondent may be charged fail fees by FinClear Services where you fail to perform your settlement obligations in respect of a transaction that has been executed on your behalf. Fail fees may include a fee imposed by a Relevant Exchange, an administrative fee and a default charge on the amount outstanding from time to time.

FinClear Services may also charge you or the Correspondent for services provided by FinClear Services which are directly related to or ancillary to the transactions executed on your behalf including, without limitation, charges and fees related to FinClear Services holding foreign exchange in its trust account for extended periods of time, payment return fees, dishonour fees, cheque issuance or processing fees, wire fees, delayed payment fees and holding fund fees.

You may also be charged brokerage or commission or other fees by FinClear Services on a contract for the transfer of underlying securities following the exercise of an ETO at a rate determined by FinClear Services and advised to you from time to time. All or part of this fee or commission may be passed on to the Correspondent.

The Correspondent will also charge you brokerage or commission and/or other fees agreed with you in respect of the services that it provides to you. Information concerning such brokerage, commission and fees may be obtained from the Correspondent.

**b) Remuneration for CHESSE sponsorship services**

FinClear Services may charge you a fee for providing you with CHESSE sponsorship services. You will be advised in writing of the fee (if any) to be charged by FinClear Services before you agree to receive CHESSE sponsorship related services from FinClear Services.

FinClear Services may also charge the Correspondent fees relating to the provision of CHESSE sponsorship services to you, and the Correspondent will be advised in writing of the fee (if any) to be charged by FinClear Services.

**c) Remuneration for nominee and custody services**

FinClear Services may charge you a fee for providing nominee or custody services. The fees that we charge the Correspondent may include fees relating to the provision of nominee and/or sponsorship services to you.

**8. Commission, Remuneration and other Benefits received by FinClear Services**

FinClear Services is remunerated by the fees it charges the Correspondent for the services it provides to them. FinClear

Services is also remunerated by the fees that it may charge clients, as described above.

FinClear Services may also earn and retain interest on moneys held for clients in our trust accounts (including in respect of margin payments made by clients to FinClear Services for ETOs).

FinClear Services may also receive commissions, trailing commission or other benefits from other entities. As a guide, FinClear Services may receive the following:

Entity	Commission / Benefits
Margin Lenders	Ongoing commission can range from 0.25% per annum to 0.75% per annum of the margin lending facility
Cash Management Trusts Providers	Ongoing commissions can range from 0.15% pa to 0.65% per annum on balance invested
Foreign Exchange	A percentage of the fee charged by the International Securities Trader in entering foreign exchange contracts to facilitate settlement of an international securities transaction. FinClear Services may charge to clients an amount for transactions in foreign currencies which is between 0.1% and 1.0% of the relevant Australian dollar transaction amount.
Stock lending fees	Where FinClear Services is facilitating securities lending to cover short sales requested by you or your Correspondent, FinClear Services may receive fees or interest from the relevant securities lender.

**9. How our representatives are remunerated**

Our representatives are remunerated by way of salary and they do not directly receive any remuneration calculated by reference to the amount of fees or commissions received by FinClear Services.

They may also be entitled to a bonus or other employment benefits based upon performance and achievement of various objectives by both the representative and FinClear Services.

**10. Referral fees**

FinClear Services will not pay a third party a fee for referring you to us.

Similarly, FinClear Services will not be paid a fee for referring you to the Correspondent.

**11. Relationships or associations with financial product providers**

FinClear Services may enter into arrangements with financial product providers. Therefore, we may receive commissions, trail fees or other benefits as a result of your investing or dealing in any such product. See paragraph 7 in this FSG for further details.

**12. Documents you will receive when you go through FinClear Services' client application process**

**a) Clearing services for transactions executed by the Correspondent**

You will receive a Disclosure Statement which will contain more information relating to the clearing service provided by FinClear Services and the terms and conditions of those services where FinClear Services is to clear transactions executed for you by a Correspondent through a Relevant Exchange.

**b) Execution and clearing services**

You will receive our Equities Client Terms which will contain more information relating to the execution and clearing services provided by FinClear Services and the terms and conditions of those services where FinClear Services is to execute and clear transactions on a Relevant Exchange for you. You will also be provided with a summary of our Best Execution Policy, which explains how we handle and execute your orders, as required under the *ASIC Market Integrity Rules (Securities Markets) 2017*.

Where FinClear Services is to arrange for the execution and clearing of securities on a foreign market by an International Securities Trader, you will receive our International Securities Trading Terms which will contain information and the terms and conditions on which FinClear Services will arrange for those services to be provided to you.

**c) Transactions in ETOs**

If you wish to transact in ETOs, you will need to enter a Derivatives Client Agreement with FinClear Services.

Depending on whether FinClear Services or the Correspondent is to execute your trades in ETOs on ASX, you will be provided with an ETO Product Disclosure Statement by FinClear Services or the Correspondent. The ETO Product Disclosure Statement will contain important information regarding trading ETOs, including the fees charged by ASX Clear. If the Correspondent (and not FinClear Services) is to execute your trades in ETOs on

ASX, you will also be required to execute a Derivatives Client Agreement with the Correspondent.

**d) Settlement and nominee services - general**

If FinClear Services is to settle transactions in securities and interests in management investment schemes which the Correspondent arranges for another Trading Participant to execute on a Relevant Exchange for you, you will need to enter into a Nominee and Settlement Services Agreement with FinClear Services which will contain more information relating to the settlement and nominee services provided by FinClear Services and the terms and conditions of those services.

**e) Settlement and nominee services – MDA accounts**

If FinClear Services is engaged to provide settlement and nominee services to you in connection with the provision to you of MDA services by the Correspondent, you will need to enter into a Nominee and Settlement Services Agreement with FinClear Services which will contain more information relating to the settlement and nominee services provided by FinClear Services and the terms and conditions of those services.

**f) CHES Sponsorship Services**

If FinClear Services is to act as your CHES Sponsoring Participant, you will need to enter into a Sponsorship Agreement with FinClear Services.

**g) Nominee and custody services**

If FinClear Services is to arrange for FinClear Services Nominees or another entity to provide nominee or other custody services to you, you will need to enter into an agreement with FinClear Services for this purpose.

**h) Advice**

You will not receive a Statement of Advice from FinClear Services as we do not provide any personal financial product advice.

If you receive personal financial product advice from the Correspondent, the Correspondent may be required to give you a Statement of Advice.

**13. Dispute Resolution and Complaints**

FinClear Services is dedicated to providing quality service and as part of our service commitment to clients, it is important to provide an efficient and accessible system for resolving disputes. Should you be of the opinion that the service provided by FinClear Services is not at an acceptable level, you have the right to complain and this complaint will be dealt with as promptly as possible. FinClear Services will aim to resolve any complaint quickly and fairly. If you have a complaint, put your complaint in writing and address it to:

**FinClear Services Pty Ltd**  
**Head of Compliance**  
**GPO Box 5343**  
**Sydney NSW 2001**  
**Ph: 02 8999 4000**  
**Fax: 02 8999 4099**

You should try to include as much detail about the circumstances of the complaint as possible including the names of any FinClear Services employees involved and include any supporting documentation.

Following receipt of your complaint, FinClear Services' Head of Compliance will acknowledge receipt of your complaint in writing and provide you with an estimate of the time it will take to investigate the issues you have raised. A full investigation will be undertaken which will include reviewing all the supporting documentation, speaking to you and interviewing relevant FinClear Services employees. You will be provided with a detailed written response once the investigation of the complaint has been finalised.

If we do not resolve the complaint to your satisfaction, you have the option of pursuing your complaint with the Australian Financial Complaints Authority (AFCA).

AFCA's contact details are:

**Australian Financial Complaints Authority**  
**GPO Box 3**  
**Melbourne, VIC 3001**  
**Telephone: 1800 931 678 (free call)**  
**Email: [info@afca.org.au](mailto:info@afca.org.au)**  
**Web: [www.afca.org.au](http://www.afca.org.au)**

Alternatively you may also be able to pursue the matter with a Relevant Exchange. ASX has offices in all capital cities and their

details are available on [www.asx.com.au](http://www.asx.com.au). Cboe's contact details are available on [www.Cboe.com/australia/](http://www.Cboe.com/australia/)

Alternatively, the Australian Securities & Investments Commission (ASIC) also has a free call information line (1300 300 630) that you may use to make a complaint and obtain information about your rights.

If your complaint relates to a service provided to you by the Correspondent (rather than FinClear Services), you should seek to have your complaint dealt with in the manner advised by the Correspondent (in its FSG or otherwise).

**14. Compensation Arrangements**

FinClear Services has arranged for Professional Indemnity insurance cover which it considers to be adequate, having regard to the following:

- FinClear Services' maximum liability under the Australian Financial Complaints Authority of which FinClear Services is a member;
- volume and nature of FinClear Services' business;
- number and kind of its clients; and
- the number of representatives and Authorised Representatives it has.

FinClear Services considers its compensation arrangements for clients to be in compliance with s912B of the Corporations Act. If you require further information about our compensation arrangements please contact FinClear Services' Head of Compliance.

**15. Privacy**

FinClear Services and/or its agents may use personal information collected from you for the following purposes:

- to provide you with services, products and/or information that you have requested or may reasonably expect to receive;
- to conduct research, product development, marketing, risk assessment and modelling; or
- to comply with our rights and obligations and under relevant laws and regulations.

FinClear Services and/or its agents may also disclose the information collected from you to third parties such as mailing houses or others who provide services to us (but will not do so for marketing purposes). FinClear Services will not disclose your information to any other person except where that disclosure is authorised or permitted by the Australian Privacy Principles or by law.

FinClear Services takes all reasonable steps to ensure that information we have collected from you is secure. All stored personal information is protected from unauthorised access by user login requirements, passwords or other security procedures. You are able to access and update the personal information held by FinClear Services. Please contact your Correspondent to do so. If you have any questions about privacy, please contact FinClear Services' Privacy Officer by writing to the address in section 16 below.

**16. Contact Details**

Our contact details are as follows:

**FinClear Services Pty Ltd**  
**GPO Box 5343**  
**Sydney NSW 2001**  
**Ph: 02 8999 4000**  
**Fax: 02 8999 4099**