



XM

WWW.XM.COM

FINANCIAL SERVICES GUIDE

FINANCIAL SERVICES GUIDE

1. Issue Date

05 October 2021

2. Purpose and Contents of this Financial Services Guide (“FSG”)

This FSG is designed to provide you with important information regarding our services prior to providing you with a financial service, including the following:

- Who we are and how you can contact us
- What services we are authorised to provide
- How we are remunerated for these services
- Any (potential) conflicts of interest we may have; and
- Our dispute resolution process.

If you would like further information, please ask us.

3. Name of Service Provider

The Service Provider is Trading Point of Financial Instruments Pty Ltd ACN 164 367 113 (“Trading Point”).

4. Australian Financial Services Licence (“AFSL”) authorisations & services provided

Trading Point holds an AFSL [Number 443670] and is authorised to provide financial product advice, dealing and market making services in relation to derivatives and foreign exchange contracts to retail and wholesale clients.

Trading Point predominantly offers clients general advisory and dealing services in relation to margin foreign exchange, and contracts for difference.

5. Contact details

Trading Point of Financial Instruments Pty Ltd

Address: Level 13, 333 George Street, Sydney 2000, NSW, Australia

Tel: +612 8607 8385

Email: auinfo@xm.com

Website: www.xm.com/au

6. Nature of Advice warning

We are obliged to warn you that unless otherwise expressly agreed, we will only provide you with general advice, which does not take account of your objectives, financial situation or needs. In general, we only provide general advice and the collection of information regarding your likely objectives, financial situation and needs is taken into consideration for the purposes only of the product design and distribution obligations under the Corporations Act 2001. Therefore, you are required to ensure that you obtain prior advice regarding the suitability of our products and services for your personal financial needs, objectives and circumstances, from a licensed professional.

Where we collect and take into consideration, information regarding your financial circumstances and needs, and agree to provide you with personal advice, you will receive a Statement of Advice.

While Trading Point believes the advice and information we provide is accurate and reliable, neither Trading Point nor its directors, officers, employees, contractors or associates assume any responsibility for the accuracy and completeness or currency of that advice and information.

7. Method of providing financial services

If you wish to utilise our services you may issue us with instructions:

- a) Via the telephone;
- b) Via the internet; or
- c) Such other method (such as fax, email) as may be mutually agreed between us).

8. Documentation

Trading Point will provide clients with the Account Application Terms & Conditions, and transaction confirmations to facilitate the provision of advice and transactions. We will also provide you with relevant Product Disclosure Statement(s) prior to investing in any derivatives products, which contain important information regarding the features, benefits, risks and fees applicable, and should be read carefully to enable you to make an informed decision prior to investing.

9. Professional Indemnity Insurance

In compliance with s912B of the Corporations Act and ASIC RG 126, we maintain professional indemnity insurance in connection with the financial products and services we provide, including any claims in relation to the conduct of our former representatives/employees.

10. Our record-keeping obligations

Trading Point will seek to ensure that comprehensive and accurate records of all client transactions and advice provided, are properly maintained.

11. Who do we act for?

Trading Point is responsible for the financial services it provides to you under its Australian Financial Services Licence, and does not act on behalf of any other financial services licensee.

Trading Point is a market maker, not an agent, when dealing in over-the-counter derivatives such as margin FX contracts, and Contracts for Difference. Accordingly, Trading Point acts as principal in all transactions with you in respect of these specific financial products.

12. Remuneration, commission & benefits expected to be received by Trading Point for provision of our financial services

Trading Point's profit margin is built into the terms of the over-the-counter derivative price quoted (which is unknown prior to the date of issue, and cannot be properly ascertained until after the trade is closed).

Fees, charges or costs of financial products issued to you are disclosed in the product disclosure statement. This includes related costs and charges, such as failure fees on failed transactions or interest charges on outstanding payments or for enforcement action and exceptional account statements.

Trading Point does not charge any fees, charges or costs for any services described in the FSG (and which not covered by the product disclosure statement).

Representatives of Trading Point who provide you with advice or transaction execution may receive commissions or other remuneration for the provision of these services. Our employees may also receive salaries, performance bonuses and other benefits from us.

13. Disclosure of any relevant conflicts of interest

Subject to disclosures in any Product Disclosure Statement or other transaction documents, we do not have any relationships or associations which might influence us in providing you with our services.

14. Dispute Resolution

Trading Point has an internal dispute resolution process in place to resolve any complaints you may have, as quickly and fairly as possible in the circumstances. We will follow the “**Complaints Management Policy**” published on our website, which is incorporated herein by reference and form an integral part of the Terms and Conditions of Business; as such, the Complaints Management Policy shall be applicable to all transactions between us and our clients, to the extent that it does not impose and/or does not seek to impose any obligations on us which we would not otherwise have, but for the Corporations Act 2001 (Commonwealth) as amended from time to time.

Clients who wish to file a formal complaint must do so by submitting their complaint to the following email address: aucomplaints@xm.com, along with any relevant attachments. We will seek to resolve your complaint within 7 days or such further time period that may reasonably be required given the nature of the complaint. We will investigate your complaint, and provide you with our decision, and the reasons on which it is based, in writing.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (“AFCA”). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: <https://www.afca.org.au/>

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

15. Privacy

Your privacy is important to us and we are committed to compliance with the Privacy Act and the Australian Privacy Principles. We may disclose your personal information to external parties for the purposes of execution, clearing and settlement of transactions, or those who act on our behalf in the operation of our 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 we take reasonable steps to ensure that to the maximum extent reasonably possible any information sent has the same level of privacy protection as we provide here in Australia. Trading Point will not otherwise disclose your personal information without your consent, except as authorised or required by privacy laws. Please contact us via the email provided if you have any concerns.