

# FINANCIAL SERVICES GUIDE

FOREXCFDS IS A REGISTERED BUSINESS NAME OF  
SIRIUS FINANCIAL MARKETS PTY LTD  
ABN 36 142 189 384  
AUSTRALIAN FINANCIAL SERVICES LICENCE No. 439907

***Date: 01 March 2021***

## 1. ABOUT THIS FINANCIAL SERVICES GUIDE (FSG)

This Financial Services Guide (**FSG**) is dated 01 March 2021 and has been prepared and issued by Sirius Financial Markets Pty Ltd (ABN 36 142 189 384; AFSL 439907) (**Sirius, we, us** or **our**), trading as ForexCFDs, to inform you about the financial services provided by us and to comply with our obligations as the holder of an Australian Financial Services Licence (AFSL) issued by the Australian Securities and Investment Commission (ASIC).

This FSG has been prepared to provide you with information about the financial products and services that we offer. The FSG is an important document and a regulatory requirement under the *Corporations Act 2001* (Cth) (**Corporations Act**). It contains information about who we are, remuneration, any associations or relationships we may have with financial product issuers, details of any potential conflicts of interest, our internal and external dispute resolution procedures and how you can access them, information on how we handle your personal information, and how we can be contacted.

This FSG contains general information only. If you have further questions regarding this FSG please contact us.

Important general information contained within this FSG includes:

- Who we are and how you can contact us;
- The services and products we are authorised to provide to you;
- How we are remunerated for these services and the cost to you;
- Disclosure documents that you will receive;
- Who we act for and any potential conflicts of interest;
- Our internal and external dispute resolution processes; and
- How we handle your personal information.

## 2. WHO WE ARE, THE SERVICES WE OFFER AND OUR ADVICE POLICY

Sirius is authorised under its AFSL to provide the following financial services to retail and wholesale clients:

- Deal and issue foreign exchange contracts and derivatives;
- Provide general financial product advice in relation to foreign exchange contracts and derivatives; and
- Make a market in foreign exchange contracts and derivatives.

*We will only provide you with **general advice** about the markets related to our financial products. This advice does not take into account your specific financial situation, needs or objectives. Under the law regulating the provision of financial product and services, general advice and personal advice have special meanings and may differ from what you commonly understand. You should seek independent professional advice to determine whether our general advice is appropriate for your circumstances. We do not provide **personal advice**.*

Sirius provides dealing and execution services in over-the-counter (OTC) derivative products, including Margin Foreign Exchange Contracts (Margin FX Contracts) and Contracts for Difference (CFDs) as well as, providing general advice regarding these products.

We recommend you seek independent advice, read the Product Disclosure Statement (PDS), Client Agreement (CA) and this Financial services Guide (FSG) in their entirety, and ensure that you fully understand that risks in light of your personal circumstances before making any trading decisions.

### **3. CONTACT DETAILS | HOW TO INSTRUCT US**

#### **Sirius Financial Markets Pty Ltd**

Office Address: Suite 21.02, Level 21, 264-278 George Street Sydney NSW 2000

Postal Address: Same as Office Address

Phone: +61 2 83798980

Email: [compliance@siriusau.com](mailto:compliance@siriusau.com)

You may give us dealing instructions via our Trading Platform. If you give us instructions via telephone, you must confirm that such instructions have been effected by us by checking your account on the Trading Platform.

Any other form of communication that is not a dealing instruction may be made via phone, person, or in writing by post or email. Our telephone lines are recorded in order to provide a record of communication between you and us.

### **4. WHO WE ACT FOR**

Sirius is responsible for the financial services we provide to you under our AFSL. Sirius is a market maker, not an agent, when dealing in its financial products, being Margin FX Contracts and CFDs of underlying instruments. We act as principal in all transactions with you in respect of the financial products offered by us. This means that we will be the counterparty to all of your trades.

### **5. OTHER DOCUMENTATION YOU MAY RECEIVE**

All of our financial products and services are issued under our Product Disclosure Statement (PDS). The PDS is provided to assist you in making an informed decision about whether to acquire or engage with the described financial products. The PDS is available on our website, along with this FSG and our Client Agreement. We recommend that you read and understand the contents of these documents, and seek independent advice on the products if unsure, before deciding if you will transact with us.

### **6. USING OUR SERVICES**

If you wish to use the services and products offered by Sirius, please go to our website [www.ForexCFDs.com.au](http://www.ForexCFDs.com.au), where you can access information and documents necessary for opening an account with us and access our Trading Platforms.

Sirius offers trading services via two trading platforms, being SmartCharts 2 Trading Platform and the ForexCFDs MT4 Trading Platform. We suggest that prior to engaging in any trading with us, you should try a demo account to become familiar with our products and services. If you have any questions about

using the trading platforms, please email us at [clientservices@forexscfds.com.au](mailto:clientservices@forexscfds.com.au) or contact us via our online chat.

## 7. FEES, COSTS, COMMISSIONS AND OTHER BENEFITS

### Products issued by us

Sirius' PDS provides details regarding specific transaction fees, costs and benefits associated with holding an account with us and trading our products. Sirius may charge certain fees for trading our financial products. The spread means the difference between the bid price and the offer price for the financial product expressed in base currency against the terms currency. The value of the spread may differ, depending on the specific currency pair or derivative product traded.

Fees, costs and benefits when trading in our product may include any or all of the following:

- Overnight Swap charge or benefit calculated at our Swap rates;
- Overnight Financing charge or benefit calculated at our Financing rates;
- A low market spread accompanied by a commission per round turn lot traded
- Corporate Action charges or benefits;
- Conversion Fees;
- International Wire Transfer fee; and
- Administration Fees or charges (Bank, Exchange or other Disclosed Fees related to your account).

Please refer to our PDS for a definition and detailed information about each of the above fees and charges. Fees and costs are subject to change from time to time, and please ensure you are kept informed of the relevant changes, by viewing our website:

[www.forexscfds.com.au/swaps-and-financing-charges/](http://www.forexscfds.com.au/swaps-and-financing-charges/)

### Fees and Commission Paid to Third Parties

Where you have been referred to Sirius by a third party, we may share a percentage of our revenue derived from your account with the referring party. An amount calculated based on a fixed fee, commission or spread on our products acquired by you may be paid to third parties and/or our employees.

### Conflicted Remuneration

If any amount we pay any third parties are considered "conflicted remuneration" under the Corporations Act (2001) then they will only be made if they are exempt, or with your explicit consent and you are entitled to receive full details regarding such payment upon written request. However, if an amount, which may be calculated by reference to the commission or spread on our products acquired by you, may be paid to third parties or employees without your express consent where such payment are not deemed "conflicted remuneration" under the Corporations Act 2001, any such payment will be paid by us and not by you. If you are unsure whether these arrangements apply to you, please contact the referring third party or us.

## **Employee Remuneration**

Our employees are remunerated by way of salary and other employee benefits under a balanced scorecard approach in compliance with section D of ASIC Regulatory Guide 246. A discretionary cash bonus may be paid to employees as part of their remuneration, based on their individual performance, client satisfaction, adherence to compliance requirements, the performance of their business unit and/or Sirius as a whole. In addition, Sirius's employees may also earn performance based commissions and/or other monetary rewards, calculated by reference to predetermined business objectives that may include contribution to company profitability, client service, risk management and marketing.

## **8. CONFLICTS OF INTEREST**

Sirius, its associates and/or other persons connected with Sirius may have an interest, relationship or arrangement that is material in relation to any products entered into with us. We may provide services to third parties whose interests may be in conflict (taking an opposite position) or competition (to acquire the same or similar position) with your interests. Sirius is an OTC contracts issuer and not an agent.

Accordingly, you will be trading these financial products directly with us and not on any financial market or exchange. As the contract issuer, we set the prices that refer to, but may not always be the same as, those in the Underlying Market. We will always act as principal, not as an agent, for our own benefit in respect of all of our transactions with you.

We may choose to offset any or all trades our clients enter into with Sirius as principal in an aggregate or back-to-back offset with a liquidity provider we choose. The list of liquidity providers used by us is set out in our Hedging and Counterparty Policy maintained on our website at:

[www.forexcfds.com.au/legal-documents-download/](http://www.forexcfds.com.au/legal-documents-download/)

## **9. COMPENSATION INSURANCE**

Sirius has professional indemnity insurance that complies with section 912B of the Corporations Act 2001. This professional indemnity insurance covers claims in relation to the conduct of current employees and past employees for the relevant periods.

## **10. PRIVACY POLICY**

We will require you to provide personal information in the course of transacting with us. Sirius collects, maintains, uses and discloses personal information in the manner described in our Privacy Policy. This is primarily for processing your application, enabling us to ensure we are only transacting with persons of legal age and to assist us to provide our service conscientiously and complying with certain legal obligations, such as Anti-Money Laundering and Counter-Terrorism Financing laws. Our Privacy Statement is available on our website and can be accessed here:

[www.forexcfds.com.au/legal-documents-download/](http://www.forexcfds.com.au/legal-documents-download/)

## **11. COMPLAINTS AND DISPUTE RESOLUTION**

We have an internal dispute resolution process in place to resolve any concerns or complaints you may have, quickly and fairly. Any concerns or complaints should be directed to the Complaints Officer either by email at [compliance@siriusau.com](mailto:compliance@siriusau.com) or in writing to our postal address. Your written notice should

specify the nature of the complaint, including all relevant details of the complaint, as well as your desired outcome and how we may fulfill your request.

The Complaints Officer will, on receipt of your written notice:

- Provide a written acknowledgement of your complaint within five (5) business days and indicate a timeframe in which Sirius will formally respond to your complaint;
- Consider and investigate the circumstances of your complaint, which may also involve communicating directly with you by telephone or email;
- Notify you in writing of our decision, including the reasons for the decision and any potential remedies, within forty-five (45) days from receipt of your complaint;
- If your complaint is not able to be resolved within forty-five (45) days, the Complaints Officer will inform you in writing of the reasons for the delay.

Where you have any redress (financial or otherwise), we will provide that redress promptly. If the complaint cannot be resolved to your satisfaction by Sirius, through our internal dispute resolution process, you have the right to refer your complaint to the Australian Financial Complaints Authority (AFCA).

AFCA is an independent and external disputes resolution scheme, of which Sirius is a member.

**Before AFCA will deal with your complaint, you must have first lodged a formal complaint with Sirius and given us time to investigate and resolve the dispute.**

You may lodge your complaint with AFCA by sending the relevant information and documents to:

**Australian Financial Complaints Authority**

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678 (free call)

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

You may also lodge a complaint with the Australian Securities and Investments Commission (ASIC) info line on 1300 300 630.