



TradeDirect365
Financial Services Guide (FSG)
1st November 2018

Issued by Finsa Pty Limited (ACN 158 065 635) trading as TradeDirect365, Australian financial services licence no. 422661.

1. INTRODUCTION

This Financial Services Guide (**FSG**) is prepared by Finsa Pty Limited (ACN: 158 065 635) trading under the registered business name of TradeDirect365 (**TD365, we, us or our**) in compliance with our obligations as an Australian financial services (**AFS**) licensee.

This FSG is designed to assist you in deciding whether to use any of our services and to provide you with the following important information:

- the services we are authorised to provide to you;
- who we are and how to contact us;
- how we and others such as referring third parties are remunerated; and
- how you make a complaint and the procedures for dealing with that complaint.

Please read this FSG to assist you in deciding whether you will use any of our products and services. This FSG contains only general information. Therefore, if you decide you would like to use any of our products and services, we can provide you with more detailed information. You should carefully read all information we provide to you before you invest. If you have any questions after you have read the FSG and any additional information we provide to you, please contact us.

2. WHO WE ARE

TradeDirect365 is a registered business name of Finsa Pty Ltd which is incorporated in Australia and holds an Australian Financial Services Licence (**AFSL**) number 422661, issued by the Australian Securities & Investments Commission (**ASIC**). Finsa Pty Ltd is an Australian company established to provide serviced solutions to global financial firms.

3. OUR SERVICES AND PRODUCTS

Under our AFS licence we are authorised:

- to deal in, make a market in and provide general financial product advice on derivatives; and
- to deal in, make a market in and provide general financial product advice on foreign exchange contracts.

We are authorised to provide these services to both retail and wholesale clients.

Any financial product advice we provide to you is general advice only. This means that the advice has been prepared without taking account of your objectives, financial situation or needs. You should therefore consider the advice, in relation to your own financial needs and financial situation, before using our products or services.

The kinds of financial products to which our services relate are foreign exchange contracts and derivatives. The derivatives we offer are contracts-for-difference (**CFDs**) over a wide range of financial instruments including stock indices, commodities, equities and foreign exchange contracts. A CFD is an agreement between two parties to exchange the difference, in cash, between the opening value and the closing value of the contract. The CFDs we offer are over-the-counter (**OTC**) derivatives, which means that they are not traded on a licensed financial market (e.g. a stock exchange). We provide all of our products and services to our clients as principal - that is, on our own behalf.

Our PDS, available on the TD365 website, contains further important information regarding the products and services that we offer. In addition to this FSG, you should carefully read the PDS before dealing with us because the PDS contains information about risks, benefits, fees and costs in relation to our products and services. The PDS is designed to allow you to make an informed decision about whether to use our financial products or services.

If, after reading the FSG and PDS, you need further information then please contact us. You should also seek independent financial and taxation advice before investing in any of our products.

4. HOW DO YOU GET IN TOUCH WITH US?

You may communicate with us in writing (by email, fax or post), or orally (by telephone or in person).

To give us dealing instructions, you may do so via our web-based trading platform or by telephone. All telephone lines are recorded in order to provide a record of transactions.

Before you log on to our web-based trading platform to deal in one of our financial products or ask to deal in one of our financial products by telephone, it is important that you understand the risks, fees, costs and benefits of dealing in that particular financial product. For information on the risks, fees, costs and benefits related to our financial products, you should carefully read and make sure you understand the PDS.

For non-dealing related instructions, you may contact us by telephone, by e-mail, by fax, by post or in person.

Our contact details are as follows:

Client Support: 1800886514 (press“2”) or +61 (0)283104713
Dealing: 1800886514 (press“1”) or +61 (0)283104713
Fax : +61 (0)2 86673200
Email: enquiries@td365.com.au

Address: TradeDirect365
Level 13 Macquarie House
167 Macquarie Street
Sydney, NSW 2000

5. WHAT ARE THE FEES FOR OUR PRODUCTS AND SERVICES?

a) Margin Requirement

The margin requirement is the initial amount of funds that are required to be in your account to open a trading position. The amount required to be in your account may be expressed as a ratio or percentage of the contract value or may be expressed as a multiple of the number of contracts. The margin requirements vary from market to market and are listed under the market information tab on the TD365 website and are also available upon request from one of our dealers.

b) Commission

We charge a commission for all individual share CFDs other than US shares. The commission charges are calculated as a percentage of the underlying contract value of the trade, which is the price of the share multiplied by the number of CFDs. This commission rate charged will not normally exceed 0.1% of the contract value on both the opening and the closing trades. Minimum charges per trade apply and depend on country of listing as set out in the market information sheets.

c) Dealing Spread

For the majority of products there are no commission charges but you will need to pay a dealing spread. The dealing spread is the difference between the prices at which TD365, as a market maker, is willing to buy and sell the CFD. Dealing spreads vary from market to market and are listed under the market information tab on the TD365 website and are also available upon request from one of our dealers. For individual US share CFDs we subtract 2 cents from the market bid price and add 2 cents to the market offer price to derive our price.

d) Guaranteed Stop Order Premium

If you choose to place a guaranteed stop order you will be required to pay a small premium as set out in the market information sheets.

e) Financing Fees

Trading in CFDs allows you to take long or short positions. You will take a "long position" where you buy something, normally with the expectation that it will increase in value. You will take a "short position" where you sell something, normally with the expectation that it will decrease in value. While the position remains open, your account may be debited or credited to reflect funding interest and dividend adjustments. The direction of funding interest and dividend adjustments depends on whether the CFD is used to create a long or a short position.

With a long position, your account may be debited to reflect interest adjustments and credited to reflect any dividends. The effect of these adjustments is to mirror the effect of buying the underlying asset in the normal way, where you would no longer earn interest on the cost of the asset, but may receive dividends in the case of shares.

With a short position, your account may be credited with interest adjustments and debited to reflect any dividends. These adjustments mirror the effect of selling the underlying asset, where you would earn interest on the proceeds of the sale, but cease to receive dividends in the case of shares.

We will not pay you any interest on the money held in your trading account.

f) Exchange Fees

TD365 may charge you a data fee for the use of real-time price data on our trading platform. This fee reflects the ASX charges that we incur in providing this real-time price data.

g) Administrative Fees

Generally, TD365 does not charge its clients administrative fees. However, in the case of a client making an international bank transfer and/or requesting the payment of funds to be processed on the same day, then TD365 reserves the right to charge clients for these additional services. The fee for an international bank transfer will not normally be more than \$20 and the fee for the payment of funds to be processed on the same day will not normally be more than \$15.

h) TD365 employee benefits

Our employees are remunerated by way of salary and discretionary bonus. The bonus is based on individual performance, performance of the business unit and the overall performance of the holding company. We do not pay commissions to our employees, directors, associates or any related body corporate for offering our products or for referring you to us.

i) Associations

FINSA has no associations or relationships which may influence the advice provided to clients.

j) Referring Party Payments

We may enter into arrangements with third parties, such as introducing brokers, who may introduce you to us, or with white label partners, who may provide our services to you through their own brand. A referring party, who refers a client to us, may be compensated by us from our income received on trading. Compensation paid to a referring party may be based on the volume of the referring party's client trading volume. Any such compensation is paid out of TD365 funds and are not a cost to you.

k) Funds on Deposit

We do not pay interest to clients on money held by us in a separate account or on money paid to us as margin. This may be regarded as a cost, as you will have lost the opportunity to obtain interest (or some other return) on that money elsewhere.

l) Outstanding Balances

TD365 may charge you interest on any money due, from close of business on the date when monies first fell due until the date of actual payment at a rate of 2% per calendar month on the total cumulative sum owing.

Details of our fees (including margin requirement and dealing spread) are published on our market information sheets, which can be found under the market information tab on the TD365 website. These fees may change from time to time at our discretion.

6. DISPUTE RESOLUTION

We have clear internal and external complaint resolution procedures, and we are a member of an independent dispute resolution scheme, the Australian Financial Complaints Authority (AFCA). If you wish to make a complaint or a query, you should contact one of our employees. If the complaint cannot be resolved at this first point of contact, you should put your complaint in writing and send it to:

The Complaints Officer
TradeDirect365
Level 13
Macquarie House
167 Macquarie Street
Sydney, NSW 2000

The Complaints Officer will acknowledge the complaint as soon as practicable and to inform you who will be responsible for resolving the complaint. The Complaints Officer has 45 days from the date of the original complaint to resolve the issue. The Complaints Officer will report the findings to you either by phone or in writing. If you are still dissatisfied and wish to pursue your complaint you can direct the complaint to AFCA:

Australian Financial Complaints Authority
GPO Box 3
Melbourne
Victoria 3001

Phone: 1 800 931 678 (free call)
Email: info@afca.org.au
Online: www.afca.org.au

Time limits may apply to complaints to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

We will provide you with a guide to the External Dispute Resolution Scheme once notified of any complaint to AFCA. We will assist AFCA in its investigation and we are bound by any decision that it makes in regard to the dispute.

7. PROFESSIONAL INDEMNITY INSURANCE

We have professional indemnity insurance in accordance with section 912B of the Corporations Act 2001. The professional indemnity insurance covers claims pertaining to conduct of current and recent past employees ("recent past employees" are those who have been an ex-employee for a period not exceeding sixty days).

8. PRIVACY

Please refer to the PDS and Client Agreement for more information about our privacy policy and how we deal with your personal information.