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## **Financial Services Guide**

## ABOUT THIS DOCUMENT

This **Financial Services Guide ('FSG')** is designed to assist you in deciding whether to use any of the financial services or products offered by **EightCap Pty Ltd ('EightCap')** (ABN 73 139 495 944). It provides you with an understanding of what to expect from your dealing with EightCap.

This FSG contains information about:

- ✔ other documents EightCap may give you;
- ✔ who EightCap is and how you can contact EightCap;
- ✔ the kinds of services and products EightCap is authorised to provide;
- ✔ any associations or relationships EightCap may have;
- ✔ how EightCap, its staff and other related persons are remunerated in connection with the financial services and products EightCap provides;
- ✔ how you can instruct EightCap;
- ✔ how EightCap deals with customer complaints and where clients can go for further help; and
- ✔ records EightCap keeps and your privacy with EightCap.

You will typically receive this FSG when EightCap provides you with a financial product or service. This FSG contains *general information* only. If you have further questions, you may contact EightCap directly.

## OTHER DOCUMENTS YOU MAY RECEIVE

In some circumstances, EightCap is also required to issue you with other documents when EightCap provides its services or issues its products to you.

### Product Disclosure Statement ('PDS')

The PDS is designed to allow clients to make an informed decision about whether to deal in the financial products and services that EightCap offers. The document contains important information including:

- ✔ the terms and conditions for the products and services offered;
- ✔ any significant risks associated with holding the products;
- ✔ information about the cost of the services and products; and
- ✔ details of fees and charges the product or service provider receives for issuing the products or providing the services.

Generally, you will be given a PDS before EightCap provides a service or issues you with a product or service or offers to provide a service or issue a product to you.

### Client Agreement

The Client Agreement is an agreement between you and EightCap. The information contained in the document govern your relationship with EightCap.

You will typically receive a Client Agreement before EightCap issues a product or provides a service to you.

## ABOUT EIGHTCAP

EightCap is a company incorporated in Australia, specialising in offering a wide range of financial products and services to an extensive client base worldwide.

EightCap holds an *Australian Financial Services Licence ('AFSL')* number **391441** issued by the *Australian Securities and Investments Commission ('ASIC')*.

### HOW TO CONTACT EIGHTCAP

Phone: **+61 3 8373 4800** (8am – 7pm AEST/AEDT weekdays)  
Email: **customerservice@eightcap.com**  
Internet: **www.eightcap.com**  
Address: **Level 6, 360 Collins Street, Melbourne, VIC 3000, AU**

## AUTHORISATIONS AND SERVICES PROVIDED

Under its AFSL, EightCap is authorised to provide dealing and execution services in *over-the-counter* ('OTC') financial derivative products and to give general financial product advice. It acts as an issuer, market-maker and dealer in its own OTC derivative products.

When you trade in the EightCap OTC derivative products, EightCap acts as principal and EightCap is the issuer of the products. EightCap is responsible for all the financial derivative products and services issued to you and does not act on behalf of any other financial services licensee.

### PRODUCTS

EightCap is authorised by ASIC to offer trading in *Spot Foreign Exchange* ('Spot FX', 'Forex') and *Contracts for Differences* ('CFDs') on shares and stock indices quoted on the world's leading exchanges. EightCap also offers CFDs on a wide range of other markets including commodities and virtual or digital currencies.

CFDs are margined OTC equity derivatives that allow clients to trade shares or other financial products, without physical ownership of the underlying stocks or instruments. A CFD constitutes an agreement between two parties to exchange, at the close of the contract, the difference between the opening and closing prices of the contract, multiplied by the number of units specified within the contract. The products and services issued by EightCap are available to all retail, wholesale and professional investors.

## NATURE OF ADVICE

**EightCap offers general financial product advice only – no personal advice will be provided.**

The general financial product advice provided by EightCap relates only to the services and products offered and will not be based on your personal circumstances. Newsletters, trade alerts and research papers are examples of general advice EightCap may give you.

You should, as a result, before acting on any advice, consider the appropriateness of the advice and the products, having regard to your own personal objectives, financial situation, and needs. Where relevant, you should obtain the EightCap PDS and consider the contents contained in the PDS relating to the product carefully before making any decision about whether to use the product.

You should also obtain professional financial advice regarding the suitability of the products and services offered in light of your personal financial needs, objectives and circumstances from a licensed professional.

## ARRANGEMENTS WITH EXTERNAL SERVICE PROVIDERS

EightCap may, from time to time, engage a third-party to provide its products and services on its behalf. Where that third-party does not hold its own AFSL, it will provide the products and services as EightCap *Authorised Representative* ('AR') – this can be either an individual or a body corporate and EightCap is responsible for the conduct of the AR.

Please note that EightCap does not have any relationships or associations which might influence EightCap in providing you with its products and services.

## COMMISSION AND PRODUCT COSTS

### FEES / CHARGES

You may be charged fees for the financial products or services you receive from EightCap.

Commissions or fees (plus *Goods and Services Tax* ('GST')) may be payable by you depending on the products or services provided and will be disclosed to, and agreed with you, prior to the commencement of your transaction with EightCap. Such commissions or fees may vary according to the type and level of service provided, the size and the frequency of the transaction.

You may also incur failure fees on failed transactions or interest charges on outstanding payments. By using and continuing to use EightCap products and services, you agree that:

- ✔ all fees and charges received by EightCap as described in this FSG are considered a benefit given to EightCap by you in exchange for the market-making and dealing services provided by EightCap;
- ✔ EightCap does not charge volume-based or asset-based fees for any advice it provides; and
- ✔ you understand, consent to, authorise and direct EightCap to charge you in this way.

A full description of the fees and charges that EightCap receives for issuing its products and services will be contained in the PDS.

### **REMUNERATION**

In general, EightCap's remuneration is built into the terms of the OTC derivative price quoted to you (which is unknown prior to the date of issue and cannot be properly ascertained until the trade is closed).

EightCap may also arrange for you to be supplied with financial services or products issued by non-related product providers, and consequently receives a fee, commission or other type of remuneration or benefits from these non-related issuers as a result of you investing in one of their products or services. Any remuneration or benefits that EightCap may derive from these non-related issuers is included in the fees and commissions agreed with you – you do not pay extra.

You may request particulars of any remuneration, commission or benefits payable to EightCap in respect of a particular product or service.

The amount paid to EightCap from third-party product issuers will vary from time to time.

All benefits to EightCap form part of EightCap's overall earnings.

### **BENEFITS RECEIVED BY EIGHTCAP STAFF**

All EightCap staff are remunerated by way of salary and other employee benefits. Staff may receive commissions or other benefits in one or more of the following ways:

- ✔ payments for reaching sales and revenue targets generated either by their own sales or for referring customers to EightCap;
- ✔ bonuses based on the total value of products sold or the number of sales achieved by the staff member; or
- ✔ bonuses based on a combination of the performance of the staff member's team or business unit and the staff member's own performance – these benefits do not influence the advice provided by the staff member and a balanced approach to calculating performance-based bonuses is followed.

Benefits received by EightCap staff members can be either monetary or non-monetary. Monetary benefits are generally paid directly to the eligible staff member, into the same account which their salary is paid into, or in some circumstances, into another account specified by the staff member. Non-monetary benefits can include prepaid holiday accommodation, gift vouchers, or study assistance.

### **BENEFITS RECEIVED BY THIRD-PARTY REFERRERS**

EightCap may pay external parties who refer customers to EightCap a commission or other benefit. Mainly, a referring party will nominate an additional '*spread*' – the differences between the bid price and ask price of a

given tradable instrument – or monetary fee to be charged to the referred client.

Full details of the commission and spread payable by you when dealing with EightCap are detailed in the PDS, or on written request.

## **INSTRUCTIONS**

You may give EightCap dealing instructions either by telephone, mobile device or via the online trading platform.

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 pursuant to the *Corporations Act*.

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

Please note 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**

EightCap has internal and external complaint resolution procedures in place. If you have any complaints or queries about the products or services provided by EightCap, you should firstly contact EightCap Client Services team or your Account Manager. If your complaint is not satisfactorily resolved, please contact EightCap Complaint Resolution Manager on +61 3 8373 4800 or put your complaint in writing and send it to:

EightCap Complaint Resolution Manager  
EightCap Pty Ltd  
Level 6, 360 Collins Street  
Melbourne, VIC 3000, AU

All complaints or queries will be investigated promptly and fully. The EightCap complaint resolution team will conduct a full investigation of your complaint or query and will report their findings to you either by telephone or in writing. If you are dissatisfied with the report given to you, you can ask the EightCap compliance department to conduct a further investigation of the matter. You will be sent a written report of the findings of this further investigation.

EightCap also belongs to an ASIC-approved independent complaints resolution scheme, run by the *Australian Financial Complaints Authority* ('AFCA'). If you are a retail client, any unresolved complaints can, on your request, be referred to AFCA. AFCA can be contacted toll free on 1300 56 55 62 or by email to [info@afca.org.au](mailto:info@afca.org.au). Alternatively, you can write to:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001, 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

EightCap undertakes to ensure that comprehensive and accurate records of clients are properly maintained.

As an AFSL holder, EightCap has an obligation under the *Anti-Money Laundering and Counter-Terrorism Financing Act* ('AML/CTF Act') 2006 to verify your identity and the source of any funds. This means that EightCap will require you to provide identification documents such as a valid passport or a driver's licence prior to setting up a trading account with EightCap (this information will be held securely).

Please note that EightCap may not be able to issue any products or provide any services to you if you are unwilling to provide the required documentation to EightCap.

## PRIVACY POLICY

All information that EightCap collects about you will be treated in accordance with the EightCap Privacy Policy which can be found and downloaded online at [www.eightcap.com](http://www.eightcap.com).

EightCap only discloses personal information to external parties for the purposes of execution, clearing and settlement of transactions, or those who act on its behalf in the operation of its 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, EightCap takes reasonable steps to ensure that to the maximum extent reasonably possible any information sent has the same level of privacy protection as EightCap provides in Australia.

EightCap will not otherwise disclose your personal information without your consent, except as authorised or required by privacy laws. When EightCap collects, uses, discloses or handles your personal information, it is committed to compliance with the *Privacy Act 1988 (Commonwealth)* ('Privacy Act'), the *Australian Privacy Principles* ('APPs') and the *General Data Protection Regulation (EU) 2016/179* ('GDPR').

For more information call:

**+61 3 8373 4800**

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or visit us at

**[www.eightcap.com](http://www.eightcap.com)**