

## **FINANCIAL SERVICES GUIDE**

**Australian Mutual Funds Exchange Pty Ltd**

**ABN 14 145 724 509**

**Australian Financial Services Licence No. 379035**

**Date: April 2021**

## 1. ABOUT THIS FINANCIAL SERVICES GUIDE

This Financial Services Guide (**FSG**) is dated 26 March 2021 and has been prepared and issued by Australian Mutual Funds Exchange Pty Ltd (ABN 14 145 724 509; AFSL 379035) (**AMFEX, we, us or our**) 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 Investments 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

AMFEX is authorized under its AFSL to provide the following financial services to retail and wholesale clients:

- Deal by issuing derivatives;
- Deal by applying for, acquiring, varying or disposing of derivatives and securities;
- Provide general financial product advice in relation to derivatives and securities;
- Make a market for derivatives.

*We will only provide you with **general financial product 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**.*

AMFEX provides dealing and execution services in over the counter (**OTC**) derivative products, including Margin FX Contracts and CFDs.

AMFEX acts as a promoter of securities, specifically Exchange Traded Funds (**ETFs**) offered by Interactive Brokers Limited (AFSL: 245574), IG Markets Limited (AFSL: 220440) and Third-Party Platform Pty Ltd (AFSL: 314341).

We recommend you seek independent advice, read the relevant Product Disclosure Statement (**PDS**), Client Agreement and this 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

Australian Mutual Funds Exchange Pty Ltd

Office Address: Suite 1710, 9 Castlereagh Street, Sydney NSW 2000

Postal Address: Suite 1710, 9 Castlereagh Street, Sydney NSW 2000

Phone: +61 2 8005 1970

Email: [au@amfex.com](mailto:au@amfex.com)

### 4. KEY INFORMATION

	<b>OTC Derivative Products</b> (Margin FX and CFDs)	<b>Securities</b> (Mutual Funds and ETFs)
<b>How to Instruct Us</b>	You may give us dealing instructions via our Trading Platform for all OTC derivative products, including Margin FX Contracts and CFDs.	You may give us instructions via email or telephone.
<b>Who We Act For</b>	AMFEX is responsible for the financial services we provide to you under our AFSL. AMFEX is a market maker, not an agent, when dealing in its financial products, being Margin FX Contracts and CFDs. 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.	AMFEX is responsible for the financial services we provide to you under our AFSL. AMFEX acts on your behalf and in accordance with any instruction given by you.
<b>Other Documentation You May Receive</b>	Our OTC derivative products and services are issued under our PDS. The PDS is provided to assist you in making an informed decision about whether to acquire or utilise those financial products and 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 before transacting with us.	Interactive Brokers Limited and/or IG Markets Limited will provide you with a PDS in relation to their securities (including ETF) products to assist you in making an informed decision about their product.  Third Party Platform Pty Ltd will provide you with a PDS in relation to their securities (including mFunds) products to assist you in making an informed decision about their product.
<b>Using our Services</b>	If you wish to use the services and products offered by AMFEX, please go to our web <a href="https://amfex.com">https://amfex.com</a> where you can access information and documents necessary for opening an account with us and download our Trading Platform.	If you wish to use the services and products offered by AMFEX, please go to our web <a href="https://amfex.com">https://amfex.com</a> where you can access information and documents necessary for opening an account with us and engage with us to receive services in relation to securities (including ETFs and mFunds).

<p><b>Conflicts of Interest</b></p>	<p>AMFEX, its associates and/or other persons connected with AMFEX 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. We will not act in a way that would deliberately favour the position of another party over you or vice versa. AMFEX is an OTC derivatives contracts issuer and not an agent.</p> <p>You will be trading our financial products directly with us and not on any financial market or exchange. As the product 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.</p>	<p>We, our associates and/or other persons connected with us may have an interest, relationship or arrangement that is material in relation to the services provided by us. We may provide services to third parties whose interests may be in conflict or competition with your interests. We will not act in a way that would deliberately favour the position of another party over you or vice versa.</p>
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## 5. COSTS AND INCOME

### Derivative Products:

AMFEX's PDS provides details regarding specific transaction fees, costs and benefits associated with holding an account with us and trading our products. AMFEX may charge commission for trading our financial products although we predominantly earn our revenue from the spread in the price of our products and the volume traded. The spread means the difference between the bid price (price at which AMFEX buys/you sell) and the offer price (price at which AMFEX sells/you buy) for the base currency expressed against the term's currency. The size of the spread may differ depending on the specific currency pair or derivative product traded.

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

- Rollover/Swap charge or benefit calculated at our rollover/swap rates;
- Interest charges applied to debit balances;
- Commissions;
- Conversion fees; and
- Administration charges (bank and exchange fees related to your account).

Where you have been referred to AMFEX 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. If such payments are considered "conflicted remuneration" under the Corporations Act then they will only be made with your explicit consent and you are entitled to receive full details regarding such payments 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, 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.

Services in relation to Securities, ETFs and mFunds:

Where AMFEX provides you with services in relation to Securities, ETFs and mFunds. You may elect for your fee structure to be either tiered or fixed. You may change your election at any time and the new structure will apply from the first day of the next calendar month. The fee will be deducted from your account with the product issuer (Interactive Brokers Limited, IG Markets Limited and/or Third-Party Platform Pty Ltd) at the end of each day’s trading, New York time. Please refer to the below tables which outline the relevant fees:

<b>Tiered Fees</b>		
<b>Monthly Trade Value (AUD)</b>	<b>Execution Fee</b>	<b>Minimum Per Order</b>
First 3,000,000	0.10% of trade value	AUD 5.00
3,000,000 - 30,000,000	0.09% of trade value	AUD 4.00
30,000,000 - 100,000,000	0.06% of trade value	AUD 3.00
100,000,000 - 300,000,000	0.05% of trade value	AUD 2.00
> 300,000,000	0.025% of trade value	AUD 1.00
<b>Fixed Fees</b>		
	<b>Minimum Per Order</b>	<b>Maximum Per Order</b>
0.10% of trade value	AUD 6.00	N/A
0.11% of trade value	AUD 30.00	N/A

## **6. EMPLOYEE REMUNERATION**

AMFEX’s employees are remunerated by way of salary and other employee benefits. A discretionary cash bonus may be paid to employees as part of their remuneration, based on their individual performance, the performance of their business unit and/or AMFEX. In addition, AMFEX’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.

## **7. COMPENSATION INSURANCE**

AMFEX has professional indemnity insurance in place, which satisfies the requirements for compensation arrangements pursuant to section 912B of the Corporations Act. This policy covers claims made against AMFEX in relation to professional services provided by our representatives, employees and authorised representatives (if any).

## **8. PRIVACY POLICY**

We will require you to provide personal information in the course of transacting with us. AMFEX collects, maintains, uses and discloses personal information in the manner described in our Privacy Policies. This is primarily for processing your application and complying with certain legal obligations, such as Anti-Money Laundering and Counter-Terrorism Financing laws. Our Privacy Statement and GDPR Privacy Policy is available on our website.

## 9. 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 ([au@amfex.com](mailto:au@amfex.com)) or in writing to our postal address. Your written notice should specify the nature of the complaint, including all relevant details, as well as your desired outcome and how this may occur.

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 AMFEX will formally respond to your complaint;
- Consider and investigate the circumstances of your complaint, which may also involve communicating directly with you;
- 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 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 can't be resolved to your satisfaction by AMFEX 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 AMFEX is a member.

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

**Australian Financial Complaints Authority Limited**

GPO Box 3

Melbourne VIC 3001

Phone: 1800 931 678

Fax: (03) 9613 6399

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

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

You may also lodge a complaint with the ASIC info line on 1300 300 630.