

FINCLEAR EXECUTION FINANCIAL SERVICES GUIDE



FinClear Execution (FinEx)

FINANCIAL SERVICES GUIDE

Issued by FinClear Execution Ltd (ABN 56 061 751 102 AFSL 246842). Issue Date: February 2024

1. Purpose of this FSG

This Financial Services Guide (FSG) is to provide you with information about the services provided by FinClear Execution Ltd (FinEx) and to help you decide whether to use any of the services described in this FSG that your financial services provider (Financial Adviser) may arrange on your behalf for FinEx to provide to you. You should read it carefully and make sure you understand it. Together with this FSG, you will have received an FSG from your Financial Adviser. You should read both documents before deciding whether to use the services that we provide.

This FSG contains information about:

- Who we are
- What relationships and associations we have
- What documentation you may receive
- The Services we provide
- Who will be providing the services to you
- Who do we act for when providing services
- Financial crimes monitoring
- How you may provide us with information and instructions
- How you may make payments
- The remuneration that may be provided to us or to other relevant persons for the services we provide
- How we handle complaints
- Compensation arrangements
- Your privacy

2. Terms Used in this FSG

AFCA	Australian Financial Complaints Authority
AFSL	Australian Financial Services Licence
ASX	ASX Limited ABN 98 008 624 691 or a market operated by it, as the context requires
ASX Clear	ASX Clear Pty Ltd ABN 48 001 314 503
ASX Settlement	ASX Settlement Pty Ltd ABN 49 008 504 532
Cboe	Cboe Australia Pty Limited ABN 47 129 584 667 or a market operated by it, as the context requires
Clearing Participant	A participant of ASX Clear and ASX Settlement that is engaged by FinEx to clear and settle transaction executed by FinEx on a Relevant Exchange. At the date of this FSG, the Clearing Participant is FinClear. FinEx proposes to enter into new arrangements under which FinClear Services will replace FinClear as the Clearing Participant
Corporations Act	<i>Corporations Act 2001</i> (Cth)
Financial Adviser	An AFSL holder (or a Corporate Authorised Representative of an AFSL Holder) who provides you with financial advice and/or services and who has engaged FinEx to arrange for the execution of transactions on a Relevant Exchange and for the clearing (if applicable) and settlement of those transactions
FinClear	FinClear Pty Ltd ABN 63 607 164 714, AFSL No. 481017
FinClear Services	FinClear Services Pty Ltd ABN 60 136 184 962, AFSL No. 338264
FinEx, we, us, our	FinClear Execution Ltd, ABN 56 061 751 102, AFSL No 246842
FSG	Financial Services Guide
International Securities Trader	A FinClear group entity or a third party authorised to provide securities dealing and/or custody services on an international market
international securities transaction	a transaction in financial products that can be traded on an international market
Market Integrity Rules	ASIC Market Integrity Rules (Securities Markets) 2017 as amended from time to time
Market Transaction	has the meaning given to Cash Market Transaction in the Market Integrity Rules. Generally it means a transaction in financial products that can be traded on a Relevant Exchange, other than exchange traded options
MDA	Managed Discretionary Account
NSX	National Stock Exchange of Australia Limited ABN 11 000 902 063 or a market operated by it, as the context requires
PDS	Product Disclosure Statement
Relevant Exchange	ASX, Cboe or NSX, or the markets operated by them, as the context requires.

3. Who is FinEx

FinEx is licensed under the Corporations Act (AFSL No. 246842) to provide financial services and is a Market Participant of each of ASX, Cboe and NSX and an Account Participant of ASX Settlement.

4. Associations

- FinEx is part of the FinClear group of companies (FinClear Group) of which FinClear Holdings Ltd ABN 53 628 360 323 is the ultimate holding company.
- The FinClear Group includes FinEx and:
 - FinClear Pty Ltd (FinClear) which is an AFSL holder, a General Participant of ASX Clearing and a General Settlement Participant of ASX Settlement;

- FinClear Services Pty Ltd (**FinClear Services**) which is an AFSL holder and a General Participant of ASX Clearing and a General Settlement Participant of ASX Settlement; and
- FinClear Nominees Pty Ltd ABN 32 608 644 024.

At the date of this FSG FinEx has entered into arrangement with FinClear for the clearing and settling of transactions executed by FinEx on a Relevant Exchange. Accordingly, at the date of this FSG the Clearing Participant is FinClear.

FinEx proposes to enter into new arrangements with FinClear Services which will mean that FinClear Services will replace FinClear as the Clearing Participant. FinEx will notify you when those arrangements are entered into.

FinEx also has an arrangement with FinClear Services under which FinClear Services may provide securities dealing and/or custody services on international markets for clients of FinEx.

FinEx also has commercial agreements in place with your Financial Adviser under which your Financial Advisor is able to arrange for FinEx to execute transactions on a Relevant Exchange on your behalf.

FinEx is not controlled by any issuers, and our directors and staff do not act in that or any other capacity within the business of an issuer of financial products.

5. What documentation will you receive

To open an account with FinEx you have to complete and sign or electronically acknowledge our Terms and Conditions which will be made available to you by your Financial Adviser and are on our website, www.finclear.com.au. Those Terms and Conditions contain acknowledgements, authorisations and consents which govern our dealing related services. In particular, you authorise us to deal and do other things on your behalf in accordance with the instructions of your Financial Adviser. We do not expect you to contact us directly and we will only act on the instructions of your Financial Adviser.

You may also have to agree to certain prescribed product specific agreements (e.g. Warrants Client Agreement or Partly Paid Securities Agreement), and receive prescribed Explanatory Booklets or other documentation, before FinEx can accept any orders from your Financial Adviser on your behalf in relation to that product(s).

If we give you access to our direct market access service (**DMA Service**) you will also have to agree to our DMA Service Terms.

The Warrant Client Agreement, Partly Paid Securities Agreement and DMA Service Terms form part of our Terms and Conditions referred to above.

If FinEx is to act as your CHESS Controlling Participant, you will need to enter into a CHESS Sponsorship Agreement with us.

If you wish for FinEx to arrange for FinClear Services to arrange for international securities transactions to be executed for you, you will also receive further documentation, including the FSG of FinClear Services.

You may receive a PDS if we offer to issue or arrange for the issue of certain financial products. A PDS is an important document and sets out the information needed to make an informed investment decision about whether to acquire the product. Any PDS that is required to be provided to you will be provided to you via your Financial Adviser.

FinEx does NOT provide personal advice (see Section 12 below). We will never provide advice about whether a product is a suitable investment for you personally, and consequently you will not receive Statements of Advice (**SOA**) (or advice record) from us.

If you wish to use our MDA (or Managed Account) service you will also receive our Supplementary FSG and the MDA Agreement.

6. What financial services can FinEx provide

FinEx is authorised under its AFSL to deal in (by applying for, varying or disposing of it on behalf of another person such as you) the following financial products for both retail and wholesale clients:

- deposit and payment products limited to basic and non-basic deposit products (e.g. bank accounts)
- derivatives (e.g./ exchange traded options (ETOs) and warrants)
- foreign exchange contracts
- any securities (e.g. shares, debentures)
- debentures, stocks or bonds issued or proposed to be issued by a government
- interests in managed investment schemes including investor directed portfolio services
- interests in managed investment schemes limited to MDA services
- retirement savings accounts products
- superannuation
- financial investment products limited to MDA services.

FinEx is also authorised under its AFSL to deal in (by issuing, applying for, varying or disposing of) interests in managed investment schemes limited to MDA services for both retail and wholesale clients.

FinEx is also authorised under its AFSL to provide general financial product advice on the following financial products to both retail and wholesale clients:

- deposit and payment products limited to basic and non-basic deposit products (e.g. bank accounts)
- any securities (e.g. shares, debentures)
- interests in managed investment scheme, including investor directed portfolio services
- interests in managed investment schemes limited to MDA services;

FinEx may also underwrite issues of securities and interests in managed investment schemes and operate custodial or depository services other than investor directed portfolio services to retail and wholesale clients.

a) What financial services does FinEx offer

You have received a copy of this FSG because your Financial Adviser has arranged for FinEx to provide one or more of the following services to you.

b) Domestic Trade Execution Services

FinEx provides trade execution services on Relevant Exchanges for financial intermediaries including investment advisers, financial planners and their dealer groups and various other FinTechs (collectively referred to as **Financial Advisers** in this FSG).

FinEx arranges for the Clearing Participant to clear (if applicable) and settle the transactions that it executes on a Relevant Exchange on your behalf.

FinEx does not provide execution services in relation to exchange traded options.

c) Domestic primary market transaction services

FinEx may provide your Financial Adviser with access to investment opportunities made available by an issuer of financial products (rather than someone selling financial products on market). These involve applying for, or redeeming financial products. Your Financial Adviser can assist you with applications for Initial Public Offerings (IPOs) and other new issues of securities (e.g. shares) or interests in managed investment schemes (e.g. equity trust units). FinEx can assist your Financial Adviser in arranging applications or redemptions.

FinEx may also arrange for the Clearing Participant to settle such applications and redemptions on your behalf. However, the Clearing Participant will only settle such transactions if, in the case of an acquisition, the necessary funds are made available to the Clearing Participant and, in the case of a disposal, the financial products to be disposed of are made available to the Clearing Participant, in each case in sufficient time before the time the transaction is to be settled.

d) CHESS Sponsorship services

FinEx is also a CHESS sponsoring broker and may act as the CHESS sponsoring participant for clients who have entered into a CHESS Sponsorship Agreement with FinEx.

e) International securities transaction services

FinEx through its associated entity, FinClear Services, may also arrange for you to execute international securities transactions. FinClear Services has arrangements with an appropriately authorised third party for the execution and settlement of international securities transactions and for the custody of the international securities held on your behalf. If you wish to use this service, you will also receive further documentation, including the FSG of FinClear Services.

f) Nominee and custody services

FinEx may arrange for the Clearing Participant to arrange for the provision of nominee and custody services to you.

g) Foreign currency conversion

If FinEx has been instructed to convert your settlement monies from and/or to a foreign currency, we will arrange for a third party to make the foreign currency conversion.

h) Stock borrowing for covered short sales

If you wish to arrange for FinEx to execute a covered short sale for you, FinEx may arrange for you to borrow the financial products which are to be the subject of the covered short sale.

i) MDA Services

FinEx has arrangements with Investment Managers whereby FinEx is provided with access to the Investment Manager's Model Portfolios. Your Financial Adviser may determine that a direct investment in a portfolio of market traded products would be appropriate as part of your overall financial plan and may instruct FinEx to provide you with MDA Services and arranging for you to invest in a Model Portfolio. FinEx has access to a number of notional Model Portfolios, each having different collective investment/risk characteristics which have been curated by an external third party Investment Manager.

If you wish to use our MDA Service, you will also receive our Supplementary FSG (which will contain information about that service) and the MDA Agreement which will set out the terms and conditions applicable to that service.

j) Financial product advice

Financial product advice means recommendations or opinion, whether in written or report form or provided verbally, that are intended to influence a person in making an investment decision. 'Advice' falls within one of two categories: either **General** or **Personal** advice.

Personal advice

Personal advice is advice given to a person in circumstances where consideration has been given to whether the product is personally suitable in light of what is known about one or more of the person's objectives, financial situation and needs, or where it might reasonably be expected one or more of those matters has been considered.

FinEx is not authorised to, and will provide you with personal advice.

Your Financial Adviser (and not FinEx), may provide this category of advice to you.

FinEx takes no responsibility for any advice which may be given to you by your Financial Adviser. A Statement of Advice (or advice record) is only relevant in the context of personal advice, not product advice. You will never receive Statement of Advice (or advice record) from FinEx.

General advice

General advice is a rating or assessment based solely on the attributes of the financial product, the portfolio or investment strategy alone without considering whether it is also appropriate for someone's financial circumstances. Product advice is considered to be General Advice.

FinEx is authorised to give, and may provide you with, general advice in relation to some basic deposit products, Investor Directed Portfolio Services and MDA services.

7. Who will be providing the services to you

FinEx is a specialist provider of wholesale stockbroking services to financial service providers such as financial planners and other AFSL holders, including your Financial Adviser. We supply execution services and arrange for your transactions on a Relevant Exchange to be cleared (if applicable) settled on your behalf. We can also source model portfolios from third party providers. We take no responsibility for the content of the information provided by these third party providers.

If you use our CHESS sponsorship services, our Clearing Participant will administer the client's Participant Sponsored Holdings on our behalf of but FinEx remains responsible to you for any actions or matters done or omitted to be done in respect of your Sponsored Holdings.

The Financial Adviser you have engaged will hold an AFSL or be an Authorised Representative of an AFSL holder and will have the necessary financial services/product authorisations to arrange our services on your behalf. FinEx has a wholesale service relationship with your Financial Adviser. You have a direct, primary relationship with your Financial Adviser and a secondary relationship with us.

If you wish to execute transactions using our services, please contact your Financial Adviser who will arrange to have those transactions executed by FinEx. Therefore, the client relationship we have with you is essentially limited to dealings conducted on behalf of your account in accordance with the instructions provided to us by your Financial Adviser on your behalf.

8. Who do we act for when providing services

When providing our execution and primary market transaction services, we will be acting on instructions provided by your Financial Adviser on your behalf (or if you have direct market access, then instructions directly from you), and we will be acting as your agent. At times, we may also be acting as agent for another client who is the counterparty to your transaction (e.g. a sale and purchase of shares on market between clients).

On occasions we may act 'as principal' on our own account and appear on the other side of a transaction with you. In such circumstances we cannot charge you brokerage, except as permitted under the Corporations Act and the Market Integrity Rules.

When providing CHESS sponsorship services, we act as principal.

When arranging international securities transactions for you, we act as your agent.

If we arrange for you to be provided with nominee or custody services, we act as your agent.

If FinEx arranges a foreign currency conversion for you, it does so as agent.

If FinEx arranges for you to borrow the financial products which are to be the subject of the covered short sale, it borrows the financial products as principal, and on-lends them to you as principal.

9. Financial crimes monitoring

Under anti-money laundering and counter terrorism laws, we must meet strict identification requirements before we can provide services to you. Where we are legally obliged to do so, we may disclose the information we have collected about you to regulatory or law enforcement agencies. You should be aware that transactions may be blocked or declined where we have reasonable grounds to believe they may breach Australian law or the law of any other country.

10. How you may provide information or instructions to FinEx

To provide information or instructions to FinEx (including to place an order with FinEx to deal in financial products on your behalf), you must contact your Financial Adviser (and not FinEx directly) who, as your agent, will pass on your information or instructions to FinEx.

FinEx will accept instructions from your Financial Adviser in a number of ways including electronically (email or through an electronic order pad or through a direct market access service if we give your Financial Adviser access to such a service) or over the phone. Notifications and instructions in relation to important matters (e.g. change of your address, payment of sale proceeds to parties other than you) must be provided to us (via your Financial Adviser) in writing, signed by you.

If we provide you with direct market access (under which you may place orders directly, through an online automated client order process, into a trading platform operated by a Relevant Exchange), your instructions will be provided to us electronically and provided your order meets our trade filters, your order will go direct into the Relevant Exchange for execution.

11. How you may make payments

As you owe your settlement obligations to the Clearing Participant in respect of transactions executed for you by FinEx, you should provide your settlement monies directly to the Clearing Participant, and not to FinEx.

The Clearing Participant will not facilitate or accept the deposit of funds into its trust accounts in the form of cash or cheques over-the-counter in bank branches or via automated telling machines by you, your Financial Adviser or any other party.

You and your Financial Adviser (as appropriate) must only deposit or facilitate the deposit of cleared funds from your bank account by electronic funds transfer or BPay in relation to the financial services provided by the Clearing Participant.

The Clearing Participant is entitled to, and will retain the interest earned on its trust account. The Clearing Participant will not pay any interest to you in respect of the balance of funds held for you from time to time in its trust account.

You can make electronic transfers or arrange for the Clearing Participant to direct debit your nominated bank account to settle your transactions. You will need to sign or agree electronically to the Direct Debit Agreement if you wish the Clearing Participant to be able to direct debit your nominated account.

If FinEx charges any fees directly to you, it will advise you at the time how you may pay those fees to FinEx.

12. FinEx Remuneration And Benefits

How are we remunerated and what other benefits might we receive for the services we provide?

FinEx may be paid in one or any combination of the following ways:

12.1 In general, FinEx charges fees to your Financial Adviser and not to you. FinEx generally does not charge you fees for the services that it may provide to you. Instead, FinEx will charge fees to your Financial Adviser in relation to those services. Those fees may be a fixed monthly fee, a fee per transaction, a fee per services and other fees.

Your Financial Adviser may charge you fees in respect of the services that it arranges for FinEx to provide to you. This may include fees in respect of execution, clearing and settlement of transactions which your Financial Adviser arranges for FinEx to execute on your behalf. Your Financial Adviser determines the amount and structure of those fees.

Information concerning the fees charged by your Financial Adviser can be obtained directly from your Financial Adviser. The fee that your Financial Adviser charges in respect of a transaction will also be set out in the confirmation (if any) to be given in respect of that transaction.

Brokerage and some other fees charged by your Financial Adviser to you are collected by the Clearing Participant on behalf of your Financial Adviser. The Clearing Participant will account to your Financial Adviser (via FinEx) for such brokerage and other fees (after deducting fees which the Clearing Participant charges to FinEx and after FinEx deducts the fees which it charges to your Financial Adviser).

12.2 There are some fees which FinEx may charge directly to you

There are some fees which FinEx may charge directly to you. For example, FinEx may charge fees directly to you:

- a) for arranging international securities transactions (see further section 13.6 below);
- b) for arranging for the Clearing Participant to arrange for FinClear Nominees (or another entity) to provide nominee and custody services to you;
- b) for some services to be provided under a CHES Sponsorship Agreement (see further section 13.3 below); and
- c) for foreign currency exchange transactions (see further section 13.7 below).

Please refer to the Fee Schedule in Appendix A.

12.3 Fees for CHES sponsorship service

As at the date of this FSG, FinEx does not charge fees for acting as your CHES Controlling Participant, but may do so in the future charge. FinEx will provide you with 20 Business Days' written notice before introducing any fees for acting as your CHES Controlling Participant.

12.4 Fees and other charges if you fail to comply with your obligations owed to the Clearing Participant

If you fail to comply with the settlement or other obligations that you owe to the Clearing Participant, the Clearing Participant may be entitled to charge you or FinEx administration fees (including fail fees charge to the Clearing Participant by a Relevant Exchange, ASX Clear or ASX Settlement), interest and other amounts and to recover any costs and losses (including taxes) from you or FinEx, as set out in the Disclosure Statement given by FinEx to you. If the Clearing Participant charges those fees to FinEx, FinEx may pass those fees on to you.

Please refer to the Fee Schedule in Appendix A.

12.5 Assignment of your debts

The Clearing Participant is entitled to assign to FinEx any debt that you owe to the Clearing Participant (including any debt relating to your failure to comply with your settlement or any other obligations that you owe to the Clearing Participant), in which case, you will owe the relevant debt to FinEx.

FinEx is also entitled to assign to your Financial Adviser any debt that you owe to FinEx (including any debt that the Clearing Participant may have assigned to FinEx), in which case you will owe the relevant debt to your Financial Adviser.

12.6 Fees for International securities transactions

FinEx can arrange for FinClear Services to arrange for the execution on your behalf of international securities transactions by a third party (**International Broker**). For international securities transactions, the fees charged may also include the charges of the international broker. Please refer to the Fee Schedule in Appendix A.

12.7 Foreign Currency Exchange Conversion Fees

If FinEx has been instructed to convert your settlement monies from and/or to a foreign currency, it will instruct its Clearing Participant who will arrange for a third party to make the foreign currency conversion.

The Clearing Participant will be charged a fee for this by the third party and it may charge its own administrative fee for any foreign exchange conversion and will pass the total amount on to you.

FinEx may receive a fee for providing that foreign exchange assistance. The fee is the difference between the wholesale exchange rate we have access to and the exchange rate we offer to you, known as the 'spread'. The spread margin is not fixed, and when applied will range from 0.01% to 1% per transaction. The margin will depend on the current interest rates, the availability of the currency you are buying or selling, market volatility, frequency of activity and transaction value.

FinEx may pay a fee or commission to other persons for any FX conversions that they may have arranged for you to do through FinEx.

12.8 Primary market issues of financial products

If you apply for financial products by way of a prospectus, product disclosure statement or other disclosure document, and your application is stamped by us and is accepted, we will usually receive an application / lodgment fee from the issuer in the range of 0.5% - 3% of the value of the application. FinEx may also receive acceptance incentives to encourage clients to accept a takeover or other offer. These range between 0.5% - 6% of the value of acceptance.

All these are disclosed to you in the product disclosure statement or other disclosure document issued in respect of the relevant product.

12.9 Corporate Action Fees or Other Rebates or Benefits payable by Issuers

FinEx may also receive fees directly from issuers as a result of handling or arranging for you to enter into corporate actions including Initial Public Offerings (IPOs) placements and other capital raisings. These fees may be split between your Financial Adviser and FinEx and the amount of that split is negotiated on a commercial basis between your Financial Adviser and FinEx.

12.10 Fees on transactions NOT traded on a Relevant Exchange

We can arrange transactions in products other than financial products traded on a Relevant Exchange (e.g. fixed income securities) with specialists in the relevant product. These fees will be negotiated with your Financial Adviser prior to accepting the order instructions.

12.11 Fees for stock borrowing for covered short sales

If you wish to arrange for FinEx to execute a covered short sale for you, and FinEx arranges for you to borrow the financial products which are to be the subject of the covered short sale, the fees to be charged to you will be advised to you at the time that the borrowing is arranged.

12.12 GST

GST is payable in respect of all fees charged by FinEx.

13. Referral fees

FinEx may pay a fee or a commission to other persons for any services that they may have arranged for you to receive from FinEx.

15. How are our staff remunerated?

FinEx's directors and staff receive a salary. Directors and staff may also receive other benefits such as bonuses. They are not remunerated on a commission basis and do not receive a proportion of the fees, charges or brokerage fees that you pay.

Detail of remuneration and other benefits can be requested

At your request, we will provide particulars of the remuneration or other benefits that our representatives have received or are to receive. Such a request to be made to your Financial Adviser who, as your agent, will provide your request to us. However, we will only provide this information to you if you have requested it within a reasonable time after this FSG has been given to you and before any financial services identified in this FSG are provided to you.

14. What to do If you have a complaint

If you are dissatisfied with the services FinEx that has provided, please take the following steps:

- a) Tell your Financial Adviser and if possible put your complaint in writing. You should include as much detail as possible about the circumstances of your complaint, including the name(s) of any of our staff involved. Your Financial Adviser will then contact FinEx on your behalf. FinEx will review the complaint and we will contact you and if necessary ask you to provide any relevant documentation if required. FinEx's Complaints Manager will provide you with a written acknowledgement of receipt of your complaint, will attempt to resolve your complaint and will advise you of the steps that FinEx will take to review and address your complaint. The issues involved may be complex and subject to special regulations. We will do our best to resolve your complaint quickly and fairly. Unless you advise us that you object to us doing so, we will also keep your Financial Adviser informed on the progress of your complaint.
- b) We will try to resolve your complaint within 30 days of receiving it. However, the matter may be complex and we may not be able to resolve it within 30 days in which case we will provide you with a Delay Notification advising you of the delay and your right to complain to the Australian Financial Complaints Authority (AFCA) if you are dissatisfied.
- c) If your complaint is not resolved to your satisfaction within the applicable period, you may then refer the matter to AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers. You may contact AFCA as follows:

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

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

If you remain unsatisfied with our response to a complaint, you may pursue the matter with a Relevant Exchange. ASIC also has a free call info line on 1300 300 630 which you can use to make a complaint about our services and to obtain information about your rights.

If your complaint relates to the services provided by your Financial Adviser, you should seek to have your complaint dealt with in the manner set out by your Financial Adviser in its FSG or otherwise.

15. Professional Indemnity Insurance Cover

FinEx has in place Professional Indemnity Insurance which it considers is adequate having regard to:

- (a) the volume and type of business carried on by it;
- (b) the number and type of its clients;
- (c) the number of its representatives; and
- (d) any particular or potential claims that may arise pursuant to its participation in external dispute resolution schemes, including the AFCA scheme.

FinEx considers that the professional indemnity insurance satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.

If you require further information about our compensation arrangements please contact FinEx's Head of Compliance.

You may be entitled to make a claim on a compensation fund (such as the National Guarantee Fund (NGF) or the Cboe Fidelity Fund) in the circumstances specified under Part 7.5 of the Corporations Act and the *Corporations Regulations 2001* (Cth). For more information on the circumstances in which you may make a claim or for information about compensation arrangements generally, contact the Securities Exchanges Guarantee Corporation Limited ABN 19 008 626 793 (in relation to queries about the NGF) or in relation to another Relevant Exchange, that Relevant Exchange.

16. Cboe and compensation arrangements

As a participant of Cboe, FinEx is required under the operating rules of Cboe to provide the following disclosure to you:

There are two different compensation arrangements that may provide protection for retail investors trading on Cboe (formerly known as Chi-X): NGF Arrangements or Division 3 Arrangements. This is because on 26 October 2020, Cboe became a member of the SEGC, which operates the National Guarantee Fund (NGF).

When do the NGF Arrangements apply? From 26 October 2020, the National Guarantee Fund (NGF) may apply in the circumstances set out in Division 4 of Part 7.5 of the Corporations Act 2001 and Corporations Regulations 2001. Transitional arrangements apply and these are set out on the SEGC's website at www.segc.com.au. For further information on the National Guarantee Fund and what it covers, please contact SEGC, see the SEGC website and refer to Division 4 of Part 7.5 of the Corporations Regulations 2001 (Cth).

When do the Division 3 Compensation Arrangements apply? Where a retail investor suffers a loss in respect of conduct, a transaction or insolvency that occurred before 26 October 2020, that loss may be covered by the Division 3 compensation arrangements. Section 11 of the Cboe Operating Rules outlines the Division 3 compensation arrangements, including the cessation of the arrangements on 25 October 2027 and the requirement, while the arrangements are in place, to make a claim no later than six months after becoming aware of the loss to which the claim relates. Section 11 also outlines that the losses covered by Division 3 are those resulting from defalcation or fraudulent misuse of your money, property or authority by a Cboe participant.

17. Privacy

The privacy of your personal information is important to us. Our privacy policy is contained on our website and sets out important information about the personal information that we collect and how we use and handle it.

18. Contact details

Our contact details are as follows:

FinClear Execution Pty Ltd

Level 8, 118 Mount Street, North Sydney New South Wales, 2060

Ph: 02 8039 6000

Appendix A: Fee Schedule

This Appendix sets out fees which FinEx may charge directly to you, or alternatively to your Financial Adviser. If FinEx charges the fee to your Financial Adviser, then your Financial Adviser may pass that fee on to you.

Fees for international securities transactions (exclusive of GST)	
Settlement Fees for Non DTC Markets (Europe)	USD \$75.00 - \$250.00
Settlement Fees for DTC Markets (North America)	USD 400 - \$1,000.00
International stock transfer fee	\$75.00 - \$250.00
Administration Fees (exclusive of GST)	
Booking Correction/Rebooking	\$25.00 - \$50.00
Fee if FinClear borrows stock to settle a sale where you have failed to meet your settlement obligations	\$200 if the value of the stock borrowed is less than \$1 million
	\$300 if the value of the stock borrowed is \$1 million or more
Initial Settlement Fail Fee (ASX levied fee)	\$250.00 (min) or 0.10% of failed trade value capped at \$5,000 per day per security
Subsequent day settlement fail fee (ASX levied fee)	\$100.00 (min) or 0.10% of failed trade value capped at \$5,000 per day per security
Interest charge on failed settlements	Reserve Bank of Australia Official Cash Rate plus 8%
Direct Debit Dishonour	\$50.00 - \$100.00
Aged Debtor (fail fee charge per day)	\$50.00 - \$100.00
Foreign Exchange Conversion fees (exclusive of GST)	
FX Conversion Fee	The margin is not fixed, and when applied will range from 0.01% to 1% per transaction. See further paragraph 13.7 above
Other fees (exclusive of GST)	
Printing and postage of contract notes	\$2.00 - \$10.00
RTGS Payments	\$50.00-\$100.00
Off Market Transfers	\$25.00 - \$50.00
Off Market Transfers (Estates)	\$50.00 - \$100.00 per transfer
SRN search request	\$20.00 - \$50.00 per security
Fees for stock borrowing for covered short sales	To be advised to you at the time that the relevant stock borrowing is being arranged