

**FINANCIAL SERVICES GUIDE**



**SMART MARKETS**

**Smart Markets Global (“Smart”) is a registered trading name of**

**Cardiff Global Markets Pty Ltd**

**ABN 36 142 189 384**

**Australian Financial Services Licence No. 439907**

**Date: 08 October 2018**

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

This Financial Services Guide (**FSG**) is dated 11 May 2018 and has been prepared and issued by Cardiff Global Markets Pty Ltd (ABN 36 142 189 384; AFSL 439907) (**Cardiff, 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 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

Smart 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 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**.*

Smart provides dealing and execution services in over-the-counter (OTC) derivative products, including Margin FX Contract and CFDs, and provide general advice regarding these products.

We recommend you to seek independent advice, read the 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 | HOW TO INSTRUCT US

**Smart Markets Global**

Office Address: Level 21, 264-278 George Street, Sydney, NSW 2000  
Postal Address: Level 21, 264-278 George Street, Sydney, NSW 2000  
Phone: 1300 026 888  
Email: [compliance@smartmarkets.com](mailto:compliance@smartmarkets.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**

Smart is responsible for the financial services we provide to you under our AFSL. Smart 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.

#### **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 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.

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

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

#### **7. COSTS AND INCOME**

Smart's PDS provides details regarding specific transaction fees, costs and benefits associated with holding an account with us and trading our products. Smart 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 Smart buys/you sell) and the offer price (price at which Smart sells/you buy) for the base currency expressed against the terms 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;
- Corporate Action charges or benefits;
- Conversion fees; and
- Administration charges (bank and exchange fees related to your account).

Where you have been referred to Smart 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 (2001) then they will only be made 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.

## **8. EMPLOYEE REMUNERATION**

Smart’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 Smart as a whole. In addition, Smart’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.

## **9. CONFLICTS OF INTEREST**

Smart, its associates and/or other persons connected with Smart 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. Smart 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.

## **10. COMPENSATION INSURANCE**

Smart has professional indemnity insurance in place, which satisfies the requirements for compensation arrangements pursuant to section 912b of the Corporations Act (2001). This policy covers claims made against Smart in relation to professional services provided by our representatives, employees and authorised representatives.

## **11. PRIVACY POLICY**

We will require you to provide personal information in the course of transacting with us. Smart collects, maintains, uses and discloses personal information in the manner described in our Privacy Policy. 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 is available on our website.

## **12. 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 ([compliance@smartmarkets.com](mailto:compliance@smartmarkets.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 Office 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 Smart 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 twenty (20) business days from receipt of your complaint;
- If your complaint is not resolved within 20 business 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 Smart through our internal dispute resolution process, you have the right to refer your complaint to the **Financial Ombudsman Service Australia (FOS)**.

FOS is an independent and external disputes resolution scheme, of which Smart is a member. You may lodge your complaint with FOS by sending the relevant information and documents to:

**Financial Ombudsman Service Australia**

GPO Box 3  
Melbourne VIC 3001  
Fax: (03) 9613 6399

Phone: 1300 780 808  
Website: [www.fos.org.au](http://www.fos.org.au)

Before FOS 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 Australian Securities and Investments Commission (ASIC) info line on 1300 300 630.