



Financial Services Guide (FSG)

Version 3

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OANDA Australia Pty Ltd
ACN 152 088 349, AFSL 412918
Level 1, 60 Martin Place
Sydney NSW 2000

- deal in a financial product by:
 - I. issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products: a. derivatives; and b. foreign exchange contracts; and
- make a market for the following financial products:
 - I. foreign exchange contracts; and
 - II. derivatives.

7. Our relationship with you

When we make a market, that is deal in foreign exchange contracts and other over the counter derivatives such as OANDA CFDs and margin foreign exchange contracts, we act as principal in our transactions with you, not as broker. **However, OANDA does not use client funds for its hedging purposes, instead OANDA uses its own funds for its hedging activity.**

OANDA is required by law to issue you with a Product Disclosure Statement prior to providing these products to you. You should read this document carefully. The Product Disclosure Statement discloses the important features and risks of these products and their terms are set out in the Account Terms (available at the time you open an account and also on request) so please make sure you read them before dealing with OANDA.

8. Fees, charges and remuneration

As part of the Future of Financial Advice (FoFA) reforms, AFS licensees (such as OANDA) are prohibited from accepting “conflicted remuneration”, subject to certain exemptions. Conflicted remuneration is any benefit given to an AFS licensee, or its authorised representative, that provides financial product advice to retail clients which, because of the nature of the benefit or the circumstances in which it is given, could reasonably be expected to influence:

- the choice of financial product recommended to clients by the AFS licensee or authorised representative; or
- the financial product advice given to clients by the AFS licensee or authorised representative.

OANDA does not receive “conflicted remuneration”. OANDA pays “conflicted remuneration” with consent from retail clients.

Other fees may be charged for transactions and services by third parties to OANDA, including but not limited to international transfers and additional account administration fees. We may also charge reasonable amounts for additional reports or communications required by you. These fees will be advised to you prior to you requesting this information.

Unless otherwise stated, all fees, charges, commissions and benefits disclosed in this FSG are inclusive of goods and services tax (GST).

Financial product fees, costs and charges

The fees, costs and charges for financial products are disclosed in the Product Disclosure Statement for those products.

9. Disclosure of conflicts of interest

OANDA acts as principal when issuing its financial products to you. OANDA does not act as your agent or broker. OANDA has a policy for managing, avoiding and disclosing relevant conflicts of interests, which is available on request.

OANDA may pay a fee or other benefit to other persons for introducing or for acting on behalf of clients, either by way of one-off fee or as a percentage of income generated by those clients referred to OANDA. Those other persons must disclose to you the fees or other benefits they receive. Details of any such payments will be given to you upon written request.

10. EMPLOYEES AND REPRESENTATIVES

Representatives and other staff may also receive benefits based upon bonuses at the discretion of senior management, having regard to standards of service to clients and feedback from them, the level of revenue they generate and reaching a range of personal performance targets.

11. Professional indemnity insurance

OANDA has the benefit of professional indemnity insurance that complies with section 912B of the Corporations Act 2001 (Policy). Subject to its terms, the Policy covers certain clients for loss or damage suffered as a result of breaches of the relevant obligations of OANDA and its employees in relation to its AFSL.

Also, subject to its terms, the Policy covers certain breaches by OANDA's employees and representatives employed by OANDA at the relevant time.

12. Disputes handling

OANDA is committed to providing our clients with outstanding products and services. If you have a complaint about the financial products or service provided to you, please raise the issue by following the steps below:

1. OANDA is committed to providing our clients with outstanding products and services. If you have a complaint about the financial products or service provided to you, please raise the issue by following the steps below:
2. If your complaint is not satisfactorily resolved within 2 business days of our receipt of your complaint, please put your complaint in writing and send it to the Compliance Department at:

OANDA Australia Pty Ltd
Level 1, 60 Martin Place
Sydney NSW 2000
Australia

Email: auscompliance@oanda.com

OANDA will make every effort to resolve your complaint quickly and fairly. Complaints received in writing will be acknowledged within 2 business days of receiving your written complaint and we will use our best endeavours to try to resolve your complaint within 45 days of receipt of your initial complaint.

3. If you are not satisfied with the final response provided by our Compliance Department, you have the right to complain to the Australian Financial Complaints Authority (AFCA), if your complaint is within its rules. AFCA is an external dispute resolution scheme. The contact details for AFCA are:

Australian Financial Complaints Authority (AFCA)
Online: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678
Mail: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

OANDA is a member of the AFCA complaints resolution scheme (No. 28370). The service provided to you by AFCA is free of charge.

4. The Australian Securities and Investments Commission (ASIC) also has an Infoline on 1300 300 630 which you may use to make a complaint and obtain information about your rights.

13. Privacy

We value the privacy of your personal information. When we collect, use, disclose or handle personal information, we are bound by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Commonwealth), as amended from time to time and the Australian Privacy Principles.

Our full privacy policy is available from our website
<https://www1.oanda.com/resources/legal/australia/>

If you would like a copy of our privacy policy, or wish to seek access to, or correct the personal information we collect or disclose about you, please ask us.

