



# Financial Services Guide

1 July 2020

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### IMPORTANT INFORMATION

FIIG Securities Limited ('FIIG') provides general financial product advice only. As a result, this document, and any information or advice, has been provided by FIIG without considering one or more of your objectives, financial situation and needs. Because of this, you should, before acting on any information or advice from FIIG, consider the appropriateness of the information or advice having regard to your objectives, financial situation and needs. If this document, any information or any advice, relates to the acquisition, or possible acquisition, of a particular financial product, you should obtain a product disclosure statement relating to the product and consider the statement before making any decision about whether to acquire the product. Neither FIIG, nor any of its directors, authorised representatives, employees, or agents, make any representation or warranty as to the reliability, accuracy, or completeness, of this document, any information or any advice. Nor do they accept any liability or responsibility arising in any way (including negligence) for errors in, or omissions from, this document, information or advice. FIIG, its employees and related parties earn fees and revenue from dealing in the securities as principal and foreign exchange projects or otherwise and may have an interest in any securities mentioned in this document. Any reference to credit ratings of companies, entities or financial products must only be relied upon by a 'wholesale client' as that term is defined in section 761G of the Corporations Act 2001 (Cth). FIIG strongly recommends that you seek independent accounting, financial, taxation and legal advice, tailored to your specific objectives, financial situation and needs, prior to making any investment decision. FIIG does not provide tax advice and is not a registered tax agent or tax or financial advisor, nor are any of FIIG's employees or authorised representatives. FIIG does not make a market in the securities or products that may be referred to in this document. A copy of FIIG's current Financial Services Guide is available at [www.fiig.com.au/fsg](http://www.fiig.com.au/fsg).

An investment in notes, bonds or securities should not be compared to a bank deposit. Notes, bonds and securities have a greater risk of loss of some or all of an investor's capital when compared to bank deposits. Past performance of any product described in any communication from FIIG is not a reliable indication of future performance. Forecasts contained in this document are predictive in character and based on assumptions, such as a 2.5% p.a. assumed rate of inflation (unless otherwise specified), foreign exchange rates, or forward interest rate curves generally available at the time, and no reliance should be placed on the accuracy of any forecast information. The actual results may differ substantially from the forecasts and are subject to change without further notice. FIIG may quote to you an estimated yield when you purchase a bond. This yield may be calculated by FIIG on either A) a yield to maturity date basis; or B) a yield to early redemption date basis. Some bond issuances include multiple early redemption dates and prices, therefore the realised yield earned by you on the bond may differ from the yield estimated or quoted by FIIG at the time of your purchase. The information in this document is strictly confidential. If you are not the intended recipient of the information contained in this document, you may not disclose or use the information in any way. No liability is accepted for any unauthorised use of the information contained in this document. FIIG is the owner of the copyright material in this document unless otherwise specified.

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## Introduction

This Financial Services Guide (“FSG”) has been prepared to inform you of the services offered by FIIG Securities Limited (“FIIG”), how FIIG operates, how FIIG is paid, how FIIG deals with client’s complaints, any interests, associations or relationships that could influence FIIG and to assist you in deciding whether to use any of the services offered by FIIG.

As part of FIIG’s services, FIIG may also provide you with a disclosure document. A disclosure document is required to be provided if the financial product is being acquired from the issuer of the product (i.e. the product is a new product) and in some circumstances where you are purchasing the product from a person to whom it was issued during the previous 12 months. A disclosure document will provide information about the product and the issuer, including the cost of the product and risks associated in acquiring the product, necessary for you to decide whether the product is suitable for you to purchase.

If you require additional information or clarification, please do not hesitate to contact us, as follows:

FIIG Securities Limited – at any of FIIG’s office addresses or contact details listed at the beginning of this FSG.

Email: [info@fiig.com.au](mailto:info@fiig.com.au)

Website: [www.fiig.com.au](http://www.fiig.com.au)

## Before you use our services

### Who is FIIG Securities Limited?

FIIG Securities Limited is Australia’s largest specialist fixed income dealer. FIIG is a public unlisted company, and holds Australian Financial Services Licence No 224659 issued by the Australian Securities and Investment Commission (“ASIC”).

FIIG was established in 1998 and has offices in Sydney, Melbourne, Brisbane and Perth.

FIIG specialises in providing general advice and dealing in fixed income financial products, such as term deposits, government and semi-government debentures and bonds, corporate debentures and bonds including hybrids, deposit and payment products, as well as foreign exchange contracts, and managed investment schemes excluding investor directed portfolio services. FIIG is privately owned and not owned by any financial institution.

### Services offered by FIIG

FIIG is licensed by ASIC and provides the following financial services to wholesale and retail clients:

- a. deal in financial products, including by issuing, applying for, acquiring, varying or disposing of a financial product on behalf of another person;
- b. provide general financial product advice; and
- c. provide custodial services for financial products.

The general financial product advice provided by FIIG relates primarily to fixed income financial products and foreign exchange contracts and will not be based upon the client’s individual financial circumstances, objectives or needs. As a result, clients should, before acting upon any advice from FIIG, consider whether or not FIIG’s advice and any proposed investments in financial products are appropriate to the client’s individual financial circumstances, objectives or

needs. Where applicable, clients should obtain and read the disclosure document of a financial product (if any) in its entirety before deciding whether or not to invest in that product and retain it for future reference. FIIG strongly recommends that you seek independent accounting, financial, taxation and legal advice tailored to your specific objectives, financial situation or needs, prior to making any investment decision.

For wholesale clients (as defined in section 761G of the *Corporations Act 2001* (Cth)), who are Australian residents for tax purposes, FIIG also provides its’ Managed Income Portfolio Service (MIPS) through a Managed Portfolio Account in accordance with the MIPS Information Memorandum.

### How FIIG operates

FIIG operates as a dealer in fixed income financial products and foreign exchange contracts. FIIG’s role is to assist clients to invest in fixed income financial products and foreign exchange contracts as well as to buy and sell fixed income financial products and foreign exchange products.

FIIG provides general financial product advice in the form of suggestions, recommendations or advice about, or a recommended portfolio of, fixed income financial products and foreign exchange contracts.

When using FIIG’s services, you will be assisted by a representative who has been employed by and acts on behalf of FIIG. Instructions may be provided to the representative by telephone, email, online, facsimile or post. FIIG maintains a record of its clients’ investments as well as any written correspondence relating to these investments. These files are all available for your examination if required.

When a fixed income financial product is acquired by a FIIG client and held in custody by FIIG for the client, the client has a 100% underlying beneficial interest in that product. FIIG will hold the product as a custodian and will be subject to the client’s instructions to deal with the product as directed. This means, for example, if the client instructs FIIG as custodian that the product is to be sold, FIIG must transfer the product in accordance with the client’s instructions.

In MIPS, FIIG holds the investments as custodian (other than the Funding Account(s), as that term is defined in the MIPS Information Memorandum, and term deposit investments which may be held directly in your name) and is subject to your instructions to manage your Managed Portfolio Account(s) in accordance with one or more of the Investment Programs as set out in the MIPS Information Memorandum. A Custody and Administration Fee will be charged to each of your Funding Account(s) for holding your investments or securities in custody.

### The basis upon which FIIG will deal with you

Except when you open a FIIG Managed Portfolio Account(s), FIIG will only deal with you and act upon your instructions on the basis of the terms and conditions, set out below. FIIG will act upon your written, oral or electronic instructions to purchase, rollover or sell financial products including foreign exchange contracts. In so doing, FIIG will usually act as the counterparty (that is, the seller or buyer of the product including foreign exchange contracts).

FIIG will also act upon your instructions in relation to opening, making, rolling-over, redeeming or reinvesting term deposit investments. If you fail to provide FIIG with

written, oral or electronic instructions for an existing term deposit investment, then (subject to the policy of the issuer of the financial product or the Authorised Deposit-taking Institution) FIIG will arrange for your investment to be repaid. In doing these things in relation to term deposit investments, FIIG acts as your agent. FIIG does not act as the agent of the issuers of financial products, or Authorised Deposit-taking Institutions, and is not responsible for any payments to be made by them to you.

### FIIG does not provide tax advice

The assessable income, or capital gain, or both, on financial products may be taxed in circumstances where the income or gain may not be received until a subsequent period. This can have cash flow consequences depending upon your personal financial situation. FIIG strongly recommends that you seek independent accounting, financial, taxation and legal advice, tailored to your specific objectives, financial situation or needs, prior to making any investment decision. FIIG does not provide tax advice and is not a registered tax agent or tax (financial) advisor, nor are any of FIIG's staff or authorised representatives.

### US Foreign Account Tax Compliance Act ("FATCA")

FIIG is registered as a Reporting Australian Financial Institution under the Inter-Governmental Agreement between the Australian and US governments ("IGA") in relation to FATCA.

FIIG will conduct due diligence on clients to comply with FIIG's obligations under the IGA. If requested by FIIG, you will need to provide certain FATCA related information and/or documentation.

FIIG is required to report information in respect of certain clients to the Australian Taxation Office (ATO). Broadly, FIIG will report to the ATO information in respect of clients who are U.S. citizens or residents, certain types of U.S. entities or certain types of non-U.S. entities that are controlled by one or more U.S. citizens or residents, and will also report information to the ATO on any payments made to "Non-participating Financial Institutions", as that term is defined in the IGA. If a client does not provide FIIG with the required information and/or documentation upon request, FIIG may be required to report information in respect of that client to the ATO. In accordance with the IGA, the ATO will share information reported to it by Reporting Australian Financial Institutions (as defined in the IGA) with the U.S. Internal Revenue Service.

Clients should consult with their tax adviser for further information on how FIIG's due diligence and reporting obligations under the IGA may affect them.

### How is FIIG paid?

FIIG derives income from eight (8) categories of transactions by its clients or services, as follows:

1. Acting as principal: Where you instruct FIIG to sell or buy a financial product including foreign exchange contracts, FIIG acts as the counterparty (that is, the seller or purchaser) of the financial product, and makes a margin from the difference between the purchase price and sale price (e.g. by FIIG purchasing the financial product at a price and then selling it to you at a higher price or vice versa). The price quoted to you by FIIG for the purchase or sale of a financial product is net of FIIG's margin.

FIIG's margin may depend upon the liquidity, credit

rating, size and duration of the financial product as well as settlement risk and will therefore vary from product to product. These transactions may be executed and settled over-the-counter (OTC) or on an exchange such as the Australian Securities Exchange (ASX).

When acting as counterparty in transactions with you, FIIG may sell you financial products which it owns on its own account and FIIG may purchase from you financial products to hold on its own account.

2. Acting as a broker for deposit products and cash management accounts: FIIG acts as a broker of deposit facilities and cash management accounts offered by Authorised Deposit-taking Institutions ("ADI"), whereby FIIG will make a margin on the interest rate offered on the deposit. The interest rates quoted to you by FIIG on deposits, are net of FIIG's margin. The bank or financial institution providing the deposit facility is responsible for paying FIIG the margin, which is likely to be 0.25% or less of the yield received on the deposit. Macquarie Bank Limited is one ADI with which FIIG has entered into such an arrangement.
3. Acting as a broker for listed securities: FIIG acts as a dealer of financial products listed on an exchange such as the ASX including listed hybrids, debt securities and bonds, whereby FIIG will charge you brokerage when we buy or sell these financial products for you. The amount of the brokerage depends upon the size of the transaction, the nature of the financial products and the level of service and will usually be a percentage of the total consideration. FIIG has entered into an Execution and Clearing Agreement with Etrade Australia Securities Ltd to settle and clear all ASX transactions.
4. Distributing new issues or products: FIIG acts as the distributor of new issues of financial products arranged by FIIG or by third parties, whereby FIIG may be paid a fee or margin by the issuer or third party at the time of issue to clients and an ongoing management fee. In these instances, the fee payable differs with each issue. The fee will be disclosed in the disclosure document for the issue and is likely to be in the range of 0.25% to 3.00% of the amount issued. The amount paid by FIIG to its employees in respect of their services is not affected by the fee received by FIIG from third parties. Rather, FIIG employees are paid a salary plus a periodic bonus based in part upon the revenue generated by that person relating to the provision of services. The bonus to FIIG's representatives will be paid from (and therefore be less than) the margins or fee paid to FIIG.
5. Custodial services: FIIG may provide custodial services whereby your assets are held in custody in FIIG's account with FIIG's custodial service provider (currently JP Morgan Chase). As part of these custodial services, FIIG may provide or facilitate reporting services on your holdings, valuations, coupon payments and corporate actions. FIIG may charge fees in connection with these custodial services. The fee amount will be disclosed to you:
  - at the time you open a custody account with FIIG and enter into the Client Custody Agreement; or
  - at a later time if notified in accordance with the terms of the Client Custody Agreement where FIIG increases fees, introduces new fees or changes the frequency at which fees are payable by you.

The fees that may be payable by you in connection with the custodial services include:

- a “Custody Service Fee” calculated daily on the aggregate value of assets held for you in each custody account you have opened with FIIG. FIIG may, in its reasonable discretion, adopt any valuation policies and procedures for the purposes of determining the value of your assets.

The Custody Service Fee payable will be calculated on the basis of the following table:

Custody Service Fee	Aggregate value of the Client’s Assets
0.20% pa	For the first \$500,000
0.14% pa	For the next \$1.5m
0.09% pa	For the next \$3m
0.06% pa	For amounts over \$5m

The Custody Service Fee for each custody account is subject to a minimum monthly amount equal to:

- if the Client has a Funding Account (as that term is defined in the Client Custody Agreement), \$20; or
  - otherwise, \$30.
    - a “Dishonour Fee” of \$60 if the bank account maintained in your name for the purposes of a custody account under the Client Custody Agreement has insufficient funds to make required payments at the time FIIG attempts to directly debit that account in accordance with your instructions. This Dishonour Fee is payable once per month for a maximum of three (3) successive months in which FIIG unsuccessfully attempts to directly debit the account.
    - an “In-Specie Transfer Fee” if assets held on custody for you (including fixed income investments, fixed income products or securities) are transferred out of FIIG’s custody service to an external custodian for each such asset that is transferred to an external custodian. The amount of this In-Specie Transfer Fee will:
      - be determined by FIIG and notified to you on a case by case basis, having regard to the parcel size and the settlement process required in each instance; and
      - will not exceed \$300 per asset or security that is transferred in-specie.
- Referral Fees: FIIG may also receive fees, margins, commissions, or other benefits or advantages, from a third party who FIIG referred you to if you transact with that third party or use their services. Any such referring fees are not fixed or based upon a set formula but will be paid from (and therefore be less than) the margins or commissions received by the third party. You may request particulars of the referral remuneration before any financial service is provided to you by a third party.
  - FIIG may also pay fees, commissions, or other benefits or advantages, to a third party who referred you to

FIIG or to someone nominated by the third party, if you transact. Any such referring fees are not fixed or based upon a set formula but will be paid from (and therefore be less than) the margins or commission paid to FIIG set out above.

- MIPS: FIIG provides an income-focused managed investment service to wholesale clients, giving you access to professional investment management while allowing you to retain beneficial ownership of your fixed income financial products.

FIIG will charge a Management Fee and Custody and Administration Fee on the value of the investments in each of your Managed Portfolio Accounts. These fees will be charged to each of your Funding Accounts (as that term is defined in the MIPS Information Memorandum).

- Foreign exchange contracts: Where you convert one currency to another currency, buy or sell a financial product, or whenever a coupon, maturity or other corporate action event is paid to you for a financial product, and you have instructed FIIG to convert all or part of the purchase price, sale price, coupon, maturity or other corporate action event to another currency, FIIG will act as the counterparty (that is the seller or the buyer) of the currency under a foreign exchange contract with you. The foreign exchange rate provided to you will reflect the rate FIIG obtains in third party spot foreign exchange contracts plus an amount to compensate FIIG for pre and post trade services, the cost of processing and settlement, maintaining appropriate infrastructure and risk management.

You may request particulars of any of FIIG’s above forms of income from FIIG before any financial service is provided to you.

#### Remuneration to FIIG’s Representatives

FIIG remunerates its representatives by a salary, plus a periodic bonus if certain key performance indicators are reached. The bonus to FIIG’s representatives will be paid from the revenues earned by FIIG.

#### Asset Valuations / Reporting

FIIG will determine the valuation of your fixed income financial products for the purposes of providing you with reports showing the value of your holdings. FIIG may in its reasonable discretion, adopt any valuation policies and procedures for the purposes of: (1) determining the value of your fixed income financial products in your account; and (2) calculating any relevant fees from time to time.

FIIG may, in determining the value of your assets, use an independent valuation provider to provide fixed income pricing data and valuations (a “Supplier”). Suppliers determine the value of fixed income financial products using a combination of actual transaction data and relative value analysis (“Valuation Data”).

You are required to give certain acknowledgments and undertakings regarding the use of Valuation Data provided by FIIG. In addition you are required to indemnify FIIG (for the benefit of a Supplier) for certain claims or losses suffered in respect of the use of any services or information you have received in your dealings with FIIG, or any service, report, analysis or publication derived therefrom.

Where amounts are converted from one currency to another, it uses a consistent method for determining foreign exchange rates for the purposes of Austraclear, Euroclear and any other settlements agencies. Rates used in transactions affecting the Client will be provided to the Client in their Monthly Statement.

### FIIG's Client Trust Account

FIIG operates Client Trust Accounts for money received from you for the payment and acquisition of financial products and the receipt of coupons and maturities from financial product issuers. You do not receive any interest earned on money deposited in FIIG's Client Trust Account unless otherwise agreed between you and FIIG, any interest paid on these trust accounts is retained by FIIG.

FIIG will obtain a written authority from you requesting and authorising FIIG to:

1. withdraw money from FIIG Client Trust Accounts in order to make payments for transactions or investments by you, or your nominees, in accordance with contract notes and trade confirmations issued by FIIG;
2. deposit financial products and deposit payments products in custody in designated sub-accounts with FIIG's custodial service providers;
3. deposit financial products and deposit payment products in custody with Authorised Deposit-taking Institutions; and
4. if you have entered into a Client Custody Agreement with FIIG, deposit financial products and deposit payment products in custody with FIIG.

### FIIG's Custodial Services

FIIG provides custodial services whereby your assets can be held in safe custody in FIIG's account with FIIG's custodial service provider. Before this custodial service is provided by FIIG, you will need to enter into a Client Custody Agreement with FIIG. The beneficial ownership of your assets held in custody remains with you at all times. Your assets can only be bought, sold, or otherwise dealt with, on your instructions to FIIG. FIIG charges fees for these custodial services as set out in the Client Custody Agreement.

Alternatively, you can make independent arrangements for the safe custody of your assets by appointing the custodian of your choice including opening your own custody account direct with FIIG's custodial service provider.

### Are there any interests, associations or relationships that could influence FIIG?

FIIG is privately owned and not owned by any financial institution. As a result, FIIG is able to source financial products from a very broad range of financial institutions, product providers, originators and issuers. When acting as counterparty in transactions with FIIG's clients, FIIG may sell financial products which it owns on its own account. Conversely, FIIG may purchase financial products to hold on its own account.

FIIG and Macquarie Bank Limited (ABN 46 008 583 542; AFSL 237504) are parties to an arrangement under which FIIG will make a margin on the interest rate offered on the Funding Account (as that term is defined in the Client Custody Agreement) issued by Macquarie Bank Limited to you in connection with custodial services.

### How does FIIG deal with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ("AML/CTF Act")?

FIIG has an obligation under the AML/CTF Act to verify your identity before we can provide you with any financial services.

FIIG will let you know what documentation you will need to present to satisfy the customer identification requirements of the AML/CTF Act.

### Dispute resolution

FIIG's goal is client satisfaction and FIIG has established procedures for internal and external dispute resolution, including membership of an ASIC approved independent dispute resolution centre.

If you have a complaint about the service provided to you, please take the following steps:

1. Please contact your representative and let him or her know the details of your complaint.
2. If your complaint is not satisfactorily resolved within three (3) days, please contact the Company Secretary on +61 (0)7 3231 6666 or email [compliance@fiig.com.au](mailto:compliance@fiig.com.au). Alternatively, put your complaint in writing and send it to GPO Box 1186, Brisbane, QLD, 4001. We will try to resolve your complaint quickly and fairly.

### Professional indemnity insurance

FIIG maintains professional indemnity insurance that satisfies the requirements for compensation arrangements under section 912B of the *Corporations Act 2001* (Cth). Subject to its terms and conditions, the policy provides cover for civil liability resulting from third party claims concerning the services provided by FIIG and its employees and representatives, including former employees and representatives (during the time that they were employed or engaged by FIIG).

### Terms and Conditions of dealing with FIIG Securities Limited

If you become FIIG's client (the 'Client') for the financial services described in this FSG, FIIG will provide those services in accordance with the following terms and conditions, together with the terms and conditions specified in other relevant documents including, as may be applicable to you:

- the FIIG Client Account Application Form;
  - the Client Custody Agreement Terms and Conditions;
  - the MIPS Information Memorandum; and
  - Opening a Managed Portfolio Account Application Form.
1. The Client acknowledges that they have received and read FIIG's Financial Services Guide.
  2. The Client acknowledges that:
    - a. (General advice only) FIIG Securities Limited ('FIIG') provides general financial product advice only. As a result, this document, and any information or advice in the document or provided by FIIG from time to time, is provided by FIIG without taking account of your objectives, financial situation and needs. Because of this, you should, before acting on any advice from FIIG, consider the appropriateness of the advice, having regard to your objectives,

- financial situation and needs. If this document, or any other such advice, relates to the acquisition, or possible acquisition, of a particular financial product, you should obtain a product disclosure statement relating to the product and consider the statement before making any decision about whether to acquire the product.
- b. Subject to the application of the *Corporations Act 2001* (Cth) neither FIIG, nor any of its directors, authorised representatives, employees, or agents, makes any representation or warranty as to the reliability, accuracy, or completeness, of this document or any advice provided by FIIG. To the maximum extent permitted by law, none of these parties accept any liability or responsibility arising in any way (including negligence) for errors in, or omissions from, this document or such advice.
  - c. (Credit ratings) Any reference to credit ratings of companies, entities or financial products in any document or advice provided by FIIG must only be relied upon by a 'wholesale client' as that term is defined in section 761G of the *Corporations Act 2001* (Cth).
  - d. (No market making) FIIG does not make a market in the securities or financial products that may be referred to in this document.
  - e. FIIG strongly recommends that you seek independent accounting, financial, taxation and legal advice, tailored to your specific objectives, financial situation or needs, prior to making any investment decision.
3. The Client has authorised FIIG to act on the Client's written, electronic or oral instructions to purchase, make, rollover, sell, redeem or reinvest fixed income financial products.
  4. If the Client fails to provide FIIG with written, electronic or oral instructions for the Client's existing financial products, term deposits or investments, then (subject to the policy of the issuer of the financial product or the Authorised Deposit-taking Institution) the Client has authorised FIIG to repay the moneys into the Client's account.
  5. The Client acknowledges and agrees that FIIG is not responsible for any payments to be made by issuers of financial products or Authorised Deposit-taking Institutions to the Client.
  6. The Client acknowledges and agrees that FIIG may act as a principal or counterparty in any purchase or sale of financial products by the Client and that when acting as counterparty in transactions with the Client, FIIG may sell financial products which it owns on its own account and FIIG may purchase financial products to hold on its own account.
  7. The Client shall pay for purchases (including taxes, costs, duties, and charges, in respect thereof) and make good delivery in respect of sales, to enable FIIG to settle by the due settlement date. Where the Client fails to pay for purchases, or make good delivery in respect of sales, by the due settlement date, FIIG is entitled to sell any purchases and pass onto the Client all costs incurred as a result of the Client's failure to settle.
  8. The Client warrants that it is, and at all times during its dealings with FIIG will be, in a position to meet all commitments on its part arising out of its dealings with, or business conducted on its behalf by FIIG.
  9. If more than one person constitutes the Client then they are jointly and severally bound by these terms and conditions.
  10. FIIG may with your agreement appropriate credits and all payments received from, or on behalf of, the Client in reduction of any money owing by the Client to FIIG.
  11. The Client requests and authorises FIIG, as applicable, to:
    - a. withdraw money from the FIIG Client Trust Accounts and deposits held for the client in order to make payments for transactions or investments by the Client, or its nominees, in accordance with contract notes, trade confirmations, net settlement advices and other written and advices issued by FIIG;
    - b. deposit financial products in custody in designated sub-accounts with FIIG custodial service providers;
    - c. deposit financial products in custody with Authorised Deposit-taking Institutions; and
    - d. if you have entered into a Client Custody Agreement with FIIG, deposit financial products in custody with FIIG.
  12. The Client agrees, acknowledges and confirms that the Client will not be entitled to or receive interest payable on any money, cash or funds deposited or held by FIIG for and on behalf of the Client in any FIIG Client Trust Account(s). FIIG will retain any such interest or benefit accrued on its trust accounts.
  13. The Client agrees to FIIG receiving fees, margins, brokerage, commissions, or other benefits or advantages, as a result of the Client executing a deal, transaction or contract with FIIG or a third party or using FIIG's services. The Client consents to FIIG keeping for its own benefit those fees, margins, brokerage, commissions, or other benefits or advantages including those described in this FSG or any disclosure document, contract note, net settlement advice, trade confirmation or any other written advice that FIIG may give you.
  14. The Client acknowledges that FIIG may pay fees, commissions, or other benefits or advantages, to its representatives as a result of the Client executing a deal, transaction or contract with FIIG or a third party and the Client consents to FIIG making those payments.
  15. The Client acknowledges and consents to FIIG paying fees, commissions, or other benefits or advantages, to a third party who referred the Client to FIIG or to someone nominated by the third party.
  16. FIIG may, at any time, reissue a contract note, trade confirmation, net settlement advice, or any other written advice, in order to correct any errors or omissions.
  17. The Client shall notify FIIG in writing within two (2) business days of any change in the Client's name, residential or email address, telephone number or other material circumstances affecting the settlement of transaction.
  18. The Client acknowledges that FIIG uses a Supplier in determining the value of your assets, being an independent valuation provider of fixed income pricing data and valuations.

19. The Client agrees, acknowledges and confirms that no Supplier makes any warranties, express or implied as to merchantability, fitness or any other matter. The Supplier shall have no liability to the Client or any third party for any errors, omissions or malfunctions in relation to the services it provides to FIIG.
20. The Client acknowledges that the services provided by the Supplier to FIIG are intended for use as an aid to institutional investors, registered brokers or professionals of similar sophistication in making informed judgments concerning securities.
21. The Client accepts responsibility for, and acknowledges that the Client will exercise independent judgment in the selection of relevant services, selection of the use or intended use of such services, and any results obtained. Nothing contained in this clause shall be deemed to be a waiver of any rights existing under applicable law for the protection of the Client.
22. Neither FIIG nor any Supplier shall be liable for any claim or demand against the Client by a third party.
23. The Client undertakes:
  - a. not to use the Valuation Information for any other purpose or disseminate the Valuation Information further to any other third parties. "Valuation Information" means any information obtained from or derived through extraction, selection, manipulation or processing of any information or data provided to the Client in connection with the services provided by FIIG; and
  - b. to indemnify and hold harmless FIIG, for its own benefit and for the benefit of its Suppliers and their affiliates, from and against any losses, damages, liability and costs (including reasonable attorney's fees), resulting directly or indirectly from any claim or demand against a Supplier by a third party arising out of or related to the accuracy or completeness of any services or Valuation Information received by the Client, or any data, information, service, report, analysis or publication derived therefrom.
24. If the Client receives Valuation Information from FIIG and/or the Supplier containing evaluations, rather than market quotations in relation to certain securities, the Client acknowledges and agrees that:
  - a. evaluated securities are typically complicated financial instruments. There are many methodologies (including computer-based analytical modelling and individual security evaluations) available to generate approximations of the market value of such securities, and there is significant professional disagreement about which is best. No evaluation method, including those used by the Supplier, may consistently generate approximations that correspond to actual traded prices of the instruments;
  - b. the Supplier's methodologies used to provide the pricing portion of certain Valuation Information may rely on evaluations. However, the Client acknowledges that there may be errors or defects in the Suppliers' software, databases, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications;
    - c. the Client will assume all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of use of evaluations and other pricing data regardless of any efforts made by the Supplier in this respect; and
    - d. the Client shall indemnify and hold completely harmless FIIG, for its own benefit and for the benefit of its Suppliers, from any and all losses, damages, liability and costs (including attorney's fees) resulting directly or indirectly from any claim or demand against any Supplier by a third party arising out of, or related to, errors, defects, or inappropriate evaluations that are made available to the Client.

## Privacy Policy and Collection Statement

### Your privacy is important to us

FIIG Securities Limited ("FIIG") has created this Privacy Policy and Collection Statement ("Privacy Policy") in order to demonstrate FIIG's firm commitment to your privacy. FIIG is bound by the Privacy Act 1988 and the Australian Privacy Principles.

FIIG will update this Privacy Policy as required. If it is changed, the changes will be included in FIIG's Financial Services Guide and posted on [www.fiig.com.au](http://www.fiig.com.au) so that you are always aware of the sort of information collected, how the information may be used, and under what circumstances it may be disclosed by FIIG.

Please note that if at any time FIIG is required by law to release information about you or your organisation, FIIG must cooperate fully. This Privacy Policy does not apply to acts or practices of FIIG that are directly related to employee records of current or former employees.

### What sort of information does FIIG collect?

The personal information FIIG collects includes (but is not limited to) your name, address, contact details including email address, tax file number, any transactions carried out by you through FIIG and banking details.

FIIG collects information about you ("Information") in the following ways:

1. FIIG collects Information about you when you or your agent perform transactions with FIIG, or with third parties when FIIG is acting in its capacity as a fixed income dealer and during the course of FIIG providing you with its services in its capacity as a licensed dealer in financial products and custodian.
2. FIIG collects Information about you when you send FIIG an email, namely, your email address and any other personal information which you disclose in your email.
3. FIIG collects Information about you when you register on FIIG's website [www.fiig.com.au](http://www.fiig.com.au). This may include registration to attend a FIIG event, download a FIIG publication or register for FIIG's weekly e-newsletter The WIRE. If you do not wish to receive further information and marketing materials from FIIG, you can opt out at any time by selecting "unsubscribe" included in all communication received from FIIG.
4. FIIG collects Information about you when you register as a client of FIIG or communicate with FIIG either by telephone, written communications, email or on FIIG's website [www.fiig.com.au](http://www.fiig.com.au).



### What happens if you do not provide the Information?

If you do not supply sufficient personal information to FIIG, FIIG may not be able to carry out your instructions to perform transactions in relation to financial products or FIIG's other services, to ensure that the financial products and money due to you is able to be transferred to you, or to provide you with information arising out of your business relationship with FIIG.

### Why does FIIG collect the Information and how is your Information used by FIIG?

FIIG collects the Information to provide you with FIIG's services as a licensed dealer in financial products and custodian. For example, we may use the Information you provide to us to comply with your instructions relating to transactions in financial products.

FIIG also uses the Information to send you information (either by email or post) that you request, for example, contract notes, trade confirmations and "The Wire".

If at any time you receive material that you did not request, or do not want to receive such material any more, please inform us by correcting and updating your profile as discussed below.

### Who does FIIG disclose personal information to?

FIIG will not sell, rent, trade or otherwise supply to third parties any personal information obtained from you unless you consent. FIIG will supply to third parties (for example financial institutions) personal information obtained from you in order to carry out transactions in financial products which you have instructed us to perform.

FIIG may develop aggregate (that is, not individual) reports which incorporate some of the Information. The reports are for use by FIIG and our business partners, however, these reports do not include any personally identifiable information.

Insofar as FIIG contracts with a service provider to assist in recording or storing all personal information, FIIG will ensure that any such service provider has the same level of privacy and confidential commitment which FIIG agrees to maintain with you as its Client.

FIIG does not generally disclose personal information to overseas recipients. If this requirement arises FIIG will obtain consent from you before any personal information is supplied.

### How will FIIG keep your personal information secure?

FIIG has security measures in place designed to protect against the loss, misuse or alteration of the Information under its control.

These security measures are:

1. Access to the Information by employees of FIIG is restricted to those employees who are required to access the Information in order to carry out your instructions in relation to transactions in financial products.
2. FIIG has clauses in employee contracts requiring confidentiality of FIIG's clients and the Information.
3. FIIG may store your personal information in hard copy form or electronically and maintains physical security, such as locks and monitored alarm systems, over our premises. FIIG also utilises secure data centers,

technology, firewalls and other sophisticated security measures such as intrusion detection and prevention systems (IDS/IPS) and passwords to maintain and control the security of our computer network.

4. Any service providers which FIIG engages will be required to adopt the same type of security measures as above to ensure the privacy and confidentiality of your Information.

### Correcting and updating your profile

FIIG gives you the following options for accessing and modifying Information previously provided:

1. You may gain access to Information that FIIG has collected about you, by contacting the person named below. We will not charge you for such a request, unless we incur costs in providing the Information.
2. You may contact Client Services, by telephone (ph: (07) 3231 6666), written communications or email (clientservices@fiig.com.au) to notify FIIG of the necessary corrections or updates to the Information.

### Privacy complaint

If you wish to complain about any breach of this Privacy Policy or the Australian Privacy Principles, you should contact FIIG by any of the methods detailed below. Complaints will be responded to within three (3) business days. Where we cannot respond to a complaint within three (3) business days we will notify you of the reason for the delay and provide an indication of when we expect to respond.

### Contacting

If you have any questions about this Privacy Policy, you should contact:

FIIG Securities Limited

At FIIG's Brisbane office address and contact details set out at the beginning of this FSG.

Email: [compliance@fiig.com.au](mailto:compliance@fiig.com.au)