



**Ebury** What borders?

# Ebury Partners Australia Pty Ltd Financial Services Guide (FSG)

This Financial Services Guide was prepared on 8th January 2021

# Financial Services Guide (FSG)



## What is a Financial Services Guide?

This Financial Services Guide (**FSG**) provides you with information about Ebury Partners Australia Pty Ltd (Australian Company Number 632 570 702 ; Australian Financial Services Licence (**AFSL**) number 520548) (**Ebury, us, we, our**).

It helps you understand and decide if you wish to use the financial services we are able to offer you.

Ebury and its employees (including any employees of a related body corporate) are collectively referred to as "us, we, our" throughout this FSG.

This FSG sets out the services we provide. It tells you:

- who we are;
- how we can be contacted;
- what services and products we are authorised to provide to you;
- how we (and any other relevant parties) are paid; and
- how we deal with complaints.

Before we issue any financial product to you, we will give you a product disclosure statement (**PDS**). A PDS contains information about the product to assist you in making an informed decision about the financial product. It will outline relevant terms, significant risks, and fees and charges associated with the product. You should consider the PDS before making a decision about whether the product is right for you.

Occasionally we provide general advice. This is where we may express an opinion or recommendation influencing you in making a decision in relation to a financial product, but where we HAVE NOT considered your personal objectives, financial situation or needs.

Accordingly, if we provide you with general advice, it may not be appropriate to your needs, financial situation or objectives, and you should consider your circumstances before choosing to proceed with using our products. We will provide you with a warning if we provide general advice. Although we collect personal information about you when you open an account with us (and in some other situations), we do not consider that information if we provide general advice to you.

Please retain this FSG for your reference and any future dealings with us. We may also add documents at a later date which will also form part of this FSG, and these should be read together with the FSG. These documents will include the word 'FSG' in the heading.

## Who will be providing the financial services to you?

### *The Licensee*

We are responsible for the financial services provided to you by us and our representatives. We are also responsible for, and authorise, the content and distribution of this FSG.

Because we are a product issuer, we act on our own behalf when we provide financial services to you. We do not act on your behalf.

You can instruct us to provide you with our services in any of the following ways:

- through our online platform;
- by telephone; or
- by email.

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## Our contact details are as follows:

**Licensee name:** Ebury Partners Australia Pty Ltd ACN 632 570 702

**AFSL number:** 520548

**Address:** Level 1, 53 Berry Street, North Sydney, NSW 2060

**Website:** <https://www.ebury.com.au>

**Phone:** +61 2 8607 8066

When you instruct us to provide you with our services, you will be subject to our terms and conditions (Australia Standard Terms & Conditions), which are available on our website.

## What services and products are we authorised to provide to you?

We are authorised to:

- provide general financial product advice to both retail and wholesale clients in relation to non-cash payment products and foreign exchange contracts;
- provide general financial product advice in relation to derivatives (foreign exchange options) to wholesale clients;
- deal in relation to non-cash payment products and foreign exchange contracts on behalf of retail and wholesale clients; and
- deal in relation to derivatives (foreign exchange options) on behalf of wholesale clients.

We are also authorised by our AFSL to “make a market” for foreign exchange and derivative contracts. This means that we set our own prices for the products we

offer, including buy and sell prices.

We do not provide personal financial product advice. There is an important difference between ‘general advice’ and ‘personal advice’. If we provide you with ‘general advice’ it means that we have not considered any of your individual objectives, financial situation and needs.

In providing our services, other financial matters may arise such as taxation issues. However, we are not authorised to provide advice or assist with any financial products and services except those explained above. You should seek specific advice from the appropriate professionals on other matters relevant to you.

## What fees and commissions are payable to us?

There are a number of fees and other costs that you may be required to pay to us in order to use our services. We do not receive commissions, although we may pay commissions to other third parties (see the section below How we and third parties are remunerated).

All fees described in this FSG include GST insofar as it applies.

### Spread

The revenue we generate is based on a spread. The spread is the difference between the wholesale exchange rate we have access to and the exchange rate we offer to you.

The amount of the spread depends on a number of things, including the frequency of trading, availability of the currency you are buying or selling, market volatility, the value of the transaction and prevailing

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interest rates. The margin applied will range from 0.01% to 5% per transaction. The margin will depend on the current interest rates, the availability of the currency you are buying or selling, market volatility and the value of the transaction

## Transaction fees

We may also charge other fees associated with your transactions, such as transfer fees. These fees are set out in the table below. They are also set out in our Terms & Conditions and will be disclosed to you at the time we enter into a foreign exchange contract with you. You can also obtain information about the costs of our products by requesting this information from us without charge.

### Electronic transfer fee

We may charge an electronic transfer fee of up to AUD 25.00 for each transaction (unless otherwise stated/agreed with your Ebury consultant)

### Cancellation fee

The cost to cancel a contract is dependent on the trades position against the market at the point at which it is cancelled.

### Third party charges and interest

Subject to the fees detailed here, we will endeavour to send the full payment amount for each payment transaction unless there are costs beyond our control which we shall pass onto you. Where these are foreseeable, we will notify you of these costs and the impact on the payment transaction before concluding the contract.

We do not, under any circumstances, accept any liability for any direct or indirect losses that result from receiver/intermediary bank fees, meaning the

fees the receiving bank or an intermediary may charge their client to receive your payment, which will vary depending on the locations involved in the payment transaction.

## How are we and third parties remunerated?

Our directors and employees (including any employees of a related body corporate) are remunerated in a number of ways which may include annual salary and commission payments based on meeting revenue targets.

Our directors and employees may also be eligible for a discretionary bonus based on their performance, both financial and non-financial. Employees may also be rewarded by monetary and non-monetary benefits. It is not possible to determine in advance what (if any) additional benefits any employee will receive as these benefits are not generally attributed to any particular product or service they provide.

Bonuses will depend on several factors including:

- company performance;
- professionalism and adherence to compliance procedures; and
- team performance.

If you have been referred to us by another party, that other party may receive an introducer fee, revenue share and/or an ongoing commission on every transaction. This fee will vary depending on circumstances but will be fully disclosed to you upon request. It will typically be based on a percentage of the revenue earned by Ebury on a particular transaction or contract that you enter into with us, which percentage will vary according to our agreement with the introducing party (referrer). The fee payable

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will also be determined by the referring party's adherence to Ebury's compliance requirements and operational procedures.

Our shareholders (including any shareholders of a related body corporate) will also receive a benefit based on our ongoing company performance.

You may request more details about the way we and third parties are remunerated within a reasonable time after receiving this FSG and before any financial services are given to you.

By using or continuing to use our services, you agree that:

1. All fees and charges received by us as described in this FSG (other than third party fees and charges) are a benefit given to us by you, in exchange for the services provided by us.
2. We do not charge asset-based fees where you are investing using borrowed money.
3. You understand, consent to, authorise and direct us to charge you in this way.

## What should you do if you have a complaint?

If you are not satisfied with any aspect of the service that has been provided by us, you are entitled to complain. We have established procedures to ensure that all enquiries and complaints are dealt with.

If you have a complaint, please contact our Complaints Manager by email at [complaints@ebury.com](mailto:complaints@ebury.com). We will try and resolve your complaint quickly, fairly and in a timely manner. For more details please refer to the Complaint Policy on our website

<https://www.ebury.com.au/legal/complaints-policy/>

If the complaint cannot be resolved to your satisfaction within 45 days, you have the right to refer the matter to the Australian Financial Complaints Authority (AFCA) of which we are a member (member number 79707). AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA's contact details are:

**Website:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Telephone:** 1800 931 678 (free call)

**Mail:** GPO Box 3, Melbourne, VIC, 3001.

## Compensation arrangements

We have arrangements in place to maintain adequate professional indemnity insurance as required by s912B of the Corporations Act 2001. This insurance provides cover for claims made against us and our representatives, including claims in relation to the conduct of representatives who no longer work for us but who did so at the time of the relevant conduct.

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**Ebury**

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