



RUBIXFX

GLENEAGLE SECURITIES (AUST) PTY LTD

## Financial Services Guide

Issue Date: 1 July 2016

Gleneagle Markets Pty Limited (ABN 77 151 277 315) trading as Rubix Fx  
Corporate Authorised Representative (No. 424315) of Gleneagle (Aust) Pty Limited

Gleneagle (Aust) Pty Limited ABN 58 136 930 526  
Australian Financial Services Licence No. 337985

## Details

This Financial Services Guide (FSG) is dated the 1 July 2016 and is issued to you by Gleneagle Securities (Aust) Pty Ltd, (AFSL No 337985) (Gleneagle).

It describes the financial services provided by its Corporate Authorised Representative, Gleneagle Markets Pty Limited (ABN 77 151 277 315) trading as Rubix FX (Rubix FX). Gleneagle and Rubix FX are collectively referred to as (we, our, us).

### What is the purpose of this Financial Services Guide?

The purpose of this FSG is to provide clients of Gleneagle with key information about the financial services that are provided by Gleneagle by its representative, Rubix FX. It is designed to give you information required to make an informed decision about whether to use those financial services. If you receive an electronic copy of this FSG, you should download or otherwise receive all of this FSG.

### What this FSG contains

This FSG contains information about:

- who we are and how we can be contacted
- the services and types of products we are authorised to provide
- how we (and any other relevant parties) are remunerated
- internal and external dispute resolution procedures and how you can access them.

### Who we are and how we can be contacted?

Gleneagle is an Australian registered company whose head office is located at Level 27, 25 Bligh Street Sydney 2000. Gleneagle hold an Australian Financial Services Licence (No. 337985) and are regulated by the Australian Securities and Investment Commission. Gleneagle acts for itself.

Gleneagle Markets Pty Limited (ABN 77 151 277 315) trading as Rubix FX acts as the corporate authorised representative (No. 424315) of Gleneagle in a customer relationship role promoting Rubix FX Products and assisting with placing orders when it provides to you the services described in this FSG.

All of your regular contact in relation to Rubix FX Products should first be with Rubix FX.

If you have any queries about this FSG or the services provided, you can contact Rubix FX at:

Telephone: + 61(0)2 9099 4288  
Email: [support@rubixfx.com](mailto:support@rubixfx.com)  
Website: [www.rubixfx.com](http://www.rubixfx.com)

Or Gleneagle (Aust) Pty Limited  
Level 27, 25 Bligh Street  
Sydney 2000

### Other documents you may receive

#### *Product disclosure documents*

A product disclosure statement (PDS) issued by Gleneagle for Rubix FX Products. A PDS is a document (or group of documents) that makes disclosures about a financial product (other than securities). A PDS contains important information to assist you in making a decision about the product. You will receive a PDS if a recommendation is made to acquire a particular financial product or an offer is made to issue or arrange the issue of a financial product.

#### *Transaction Documents*

The provision of financial products and services by Gleneagle will be undertaken in accordance with the terms and conditions detailed in Rubix FSG July 2016

the documentation that you will either receive from us or have downloaded from our website with respect to the relevant financial service provided to you.

### What Financial Services are we authorised to provide?

Gleneagle is authorised by its AFSL to provide a range of financial services. For the purposes of this FSG, the services provided by Rubix FX as corporate authorised representative of Gleneagle, are limited to:

- (a) providing general financial product advice only for the following classes of financial products:
  - (i) deposit and payment products limited to:
    - (A) basic deposit products;
    - (ii) derivatives;
    - (iii) foreign exchange contracts;
  - (b) dealing in a financial product by:
    - (i) applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the following classes of products:
      - (A) deposit and payment products limited to:
        - (1) basic deposit products;
        - (B) derivatives;
        - (C) foreign exchange contracts;

with respect to investing in Rubix FX Products to retail and wholesale clients.

Neither Gleneagle nor Rubix FX provides personal advice.

Gleneagle is acting for itself when it provides its financial services to you. This is referred to as the "Prime Account Service".

### Our relationship with you

Both Rubix FX and Gleneagle are responsible to you for any financial services which Rubix FX provides to you which are within the authority given to Rubix FX.

Gleneagle is responsible for the conduct of its appointed representative, Rubix FX.

Gleneagle acts as principal in all transactions with you in respect of OTC financial products. Gleneagle may also arrange for you to be supplied with financial services and products issued by non-related product providers. Gleneagle may receive a fee or commission payment from these non-related issuers or providers as a result of you investing in one of their products or services.

### Prime Accounts

Prime Accounts are accounts which allow you, as the client, or your financial advisor, as your representative, to instruct Gleneagle to deal in financial products on your behalf. These accounts are client directed and you determine the composition of your portfolio.

### Who is the custodian of your Assets?

Gleneagle does not provide custody services. A client's assets arising from Rubix FX Products are in your name.

### How you can instruct us and your obligations

Gleneagle accepts order instructions in any of the following ways:

- electronically, via electronic trading platform;
- via telephone; and
- in writing (including email if authorised by you), you must check and confirm with us that orders sent via fax or email have in fact been received by us.

It is your obligation to review any confirmation or statement we send to you to ensure its accuracy and report any discrepancies to us immediately.

If you wish to discuss your Prime Account, obtain information about the type of portfolio in which you are invested, reporting or to update your personal information, you should contact Gleneagle.

### **Reporting**

Whenever a transaction is executed on your account, a confirmation or statement will be sent to you by the issuer of an OTC derivative, or by Gleneagle on their behalf or available to be downloaded via the online trading platform. The confirmations may be delivered electronically to you, if authorised by you, according to Gleneagle and the other person's requirements.

Since Gleneagle and Rubix FX only give general advice and not personal advice, neither will keep records of client profiles for investment or advice purposes, advice or recommendations for the services covered by this FSG.

### **General Advice and Personal Advice**

Any advice given by Gleneagle is general advice only unless it is identified as personal advice to you. Our general advice provided to you as a retail client does not take into account your objectives, financial situation or needs.

Under the law regulating provision of financial services, general advice and personal advice have special meanings and may differ from what you commonly understand. General advice can include direct or implied recommendations about financial products or services, whether generally or for a class or kind of investor, without taking into account your particular circumstances. General advice includes advice based on consideration of the investment alone (including by reference to current market conditions). Such general advice is provided without any expressed or implied recommendation that it is appropriate for you in light of your personal circumstances. The onus is on you, as the client, to assess whether the information or general advice provided is appropriate for your personal needs, objectives and circumstances.

You should be aware that general advice or information is not complete and it might lose currency or accuracy.

Regular updates, marketing materials, research reports, market reports, case scenarios, investment strategy reports, PDSs or other offer documents and website content are not personal advice.

### **Record Keeping**

Gleneagle seeks to ensure that comprehensive and accurate records of client profiles, together with all advice or recommendations provided are properly maintained.

### **How we are remunerated**

There are no fees, charges or costs for the services covered by this FSG. The fees, costs and charges for transactions are disclosed in the PDS for those products.

### **Detail of Associations or Relationships**

Rubix FX has arrangements with its associate, Gleneagle, who has a relationship with providers of broking, settlement and clearing services. These relationships do not materially influence the provision of financial services by Rubix FX to you. Some of these services are available directly to you if you elect to receive them.

### **Disclosure of Relevant Conflicts of Interest**

Rubix FX by its arrangements with its associate Gleneagle, has relationships with various parties whereby it pays fees or receives fees, charges or other remuneration (provided it is not banned conflicted remuneration). These parties may include (but are not limited to) product issuers, brokers, custodians, fund managers, banks, investment advisors, financial planners and other referral sources.

Rubix FX has documented processes for controlling, avoiding and disclosing relevant conflicts of interests.

If the range of fees, commission, charges or other benefits received by Rubix FX from a third party is not disclosed in this financial services guide, we will update any disclosure to you as soon as we can.

### **How the service provider (and any other relevant parties) are remunerated**

There are no fees, charges or costs for the services covered by this FSG.

Gleneagle may receive fees, charges or costs in its role as issuing Rubix FX Products, which are disclosed in the PDS. Gleneagle hedges its Rubix FX Products with Rubix FX, so Rubix FX may derive benefits from dealing with Gleneagle. Potential investors who receive services from Rubix FX should assume that Rubix FX has an indirect benefit from clients dealing in Rubix FX Products, though in a general sense this is not materially different from Gleneagle directly providing the same service to clients.

Gleneagle and its associates have relationships with various parties whereby it pays fees or receives fees including on its personal account. These parties may include (but are not limited to) product issuers, brokers, custodians, fund managers, banks, investment advisors, financial planners and other referral sources.

Gleneagle has a policy and documented processes for controlling, avoiding and disclosing relevant conflicts of interests for managing conflicts of interest that covers related party transactions and benefits or other remuneration from third parties.

Employees or authorised representatives of Gleneagle or of Rubix FX respectively may be remunerated through a combination of base salary and non-base salary compensation. The non-base salary may include a share of the commission, fees or other payments earned by the company (or an associate of it). The proportion of commission, fees or other payments shared with the employee or other representative is based on their level of experience, length of service with the respective company or its associate, the level of qualifications and market conditions, and ranges from 0% up to 50%. Employees and other authorised representatives of those companies may also benefit from various internal incentive schemes including seminars, conferences and training programmes and non-cash rewards. Participation in these schemes is generally based on revenue production, minimum length of service and compliance with policies and industry regulations. In all cases, however, Gleneagle does not pay remuneration to its employees or its representatives including Rubix FX any remuneration which is prohibited by law from paying to those persons.

### **Anti-Money Laundering**

Gleneagle has adopted a programme that complies with the AML/CTF Act. As part of this process, you will need to provide evidence of identification.

### **Dispute resolution**

We want to know about any problems you may have with the service of Gleneagle and Rubix FX so we can take steps to resolve the issue. If you have a complaint about the financial product or service provided to you, please take the following steps:

1. Contact your agent or Rubix FX advisor directly and tell him/her about your complaint. You may do this by telephone, facsimile, email or letter.
2. If your complaint is not satisfactorily resolved within 5 business days of receipt of your complaint by your Rubix FX advisor or agent, please contact Head of Compliance on +612 8277 6600 or put your complaint in writing and send it to the Compliance Department at:

Gleneagle Securities (Aust) Pty Ltd  
Level 27  
25 Bligh Street  
Sydney, NSW 2000

We will try to resolve your complaint quickly and fairly. Complaints received in writing will be acknowledged within 5 business days of receipt of your written complaint and we will use our best endeavours to try to resolve your complaint within 45 days of receipt of your written complaint.

3. If you still do not get a satisfactory outcome, you have the right to complain to the Financial Ombudsman Service (**FOS**). FOS is an external complaints and dispute resolution body. The service to you is free. The contact details for FOS are:

Financial Ombudsman Service  
G.P.O. Box 3,  
Melbourne VIC 3001

Toll Free: 1300 780 808  
Facsimile: +613 9613 6399  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

Gleneagle - membership number 14573;

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

### **Recording of Telephone Conversations**

We may record conversations between you and our employees or authorised representatives (with or without an audible tone). You may request a copy of the transcript of these recordings in anticipation of or in the event of a dispute. We may charge a reasonable administrative cost for providing this service.