



Financial Services Guide

FINANCIAL SERVICES GUIDE

1. PURPOSE AND CONTENTS OF THIS FINANCIAL SERVICES GUIDE ("FSG")

The purpose of this Financial Services Guide ("FSG") is to provide you with general information regarding the financial services offered by CLMarkets Ltd. This FSG is intended to assist you in making an informed decision about whether our financial services are right for you. You, the client, should read this FSG in its entirety, in addition to the Product Disclosure Statement ("PDS"), Terms and Conditions, and all other documents provided to you by CLMarkets Ltd. prior to opening an account. All of these documents, including this FSG are available on our website. This FSG contains information about:

- who we are and how you can contact us;
- what services we are authorised to provide;
- how we are remunerated for these services;
- any (potential) conflicts of interest we may have; and
- our dispute resolution process.

The information contained in this FSG is general information only and has been prepared without taking into account the Client's objectives, financial situation or needs. We provide no warranty regarding the suitability for the Client of any of the services described in this FSG.

This FSG was prepared on May 10th, 2018. All information contained in this FSG has been obtained from sources believed to be accurate.

2. NAME OF THE SERVICE PROVIDER

The Service Provider is **CLMarkets Ltd** ("**CLMarkets**", "**Core Liquidity Markets**", "**Core Liquidity**", "**CLM**", "**we**", or "**us**") **IBC No. 24750-IBC-2018**.

3. WHO WE ARE AND HOW TO CONTACT US

CLMarkets Ltd. is a registered St. Vincent and the Grenadines company IBC No. 24750-IBC-2018. Services to retail clients are provided from St. Vincent and the Grenadines.

4. CONTACT DETAILS

Name: **CLMarkets Ltd**
Address: **Suite 305, Griffith Corporate Center, Beachmont, Kingston St. Vincent and the Grenadines**
Phone (UK): **+44 2 035 146 538**
E-mail: **support@clmforex.com**
Website: **www.clmforex.com**

5. NATURE OF ADVICE WARNING

We do not provide client specific, personal financial advice. We do provide general financial product advice about CLM products and their underlying markets. In the context of the provision of financial services, general advice can include information or an opinion about the financial products and the markets, but general advice does not include any direct or implied recommendation that the financial products referred to are appropriate to your particular objectives, financial situation or needs. Information we provide, including but not limited to, market updates, research reports, or website content are considered general advice. Before making investment, decisions based upon any information or general advice provided by CLM, you should obtain professional financial advice.

6. METHOD OF PROVIDING FINANCIAL SERVICES

If you wish to utilise our services, you may issue us with instructions:

- via the telephone;
- via the Internet (e.g. Live Chat);
- electronically through our Internet Online Trading Platform to which you will be granted access; or
- such other method (such as, e-mail) as may be mutually agreed between us.

7. DOCUMENTATION

CLM will provide clients with the relevant documentation to facilitate the provision of transactions, including a Client Agreement.

We will also provide you with relevant Product Disclosure Statements prior to investing in any derivatives products, which contain important information regarding the features, benefits, risks and fees applicable, and should be read carefully to enable you to make an informed decision prior to investing.

8. CLIENT MONIES

Monies lodged or deposited with us to meet margin requirements, are not treated as funds belonging to CLM, but funds belonging to the client. Client funds are at all times segregated from CLM operational funds.

Client funds may be deposited with a hedging counterparty or liquidity provider to maintain margin for open client positions and future dealings.

9. OUR RECORD-KEEPING OBLIGATIONS

CLM maintains comprehensive and accurate records of all client transactions.

10. CONDUCTING TRADES

CLM utilizes and provides its Clients access to the MetaTrader 4, online trading platforms. CLM reserves the right to cease using any of these platforms or employ the use of other trading platforms that become available to it. CLM will also take trade instructions by telephone. However, CLM reserves the right not to accept instructions where we cannot verify the identity of the Client.

CLM maintains records of all Client orders and trades. You will be provided with a confirmation or statement whenever you execute a transaction. These confirmations will be provided to you electronically and are sent automatically via the employed online trading platform. Additionally, the Client may access their accounts at any time and view the transactions and account balances.

It is the Client's responsibility to review any confirmations or statements to ensure its accuracy and report any discrepancies to us as soon as

possible. Confirmations are deemed to be conclusive and binding on you if not objected to in writing within one business day of the transaction being entered into.

11. REMUNERATIONS, FEES AND COSTS

All of CLM's employees are paid a salary. In addition to a salary, some employees may receive performance-based, discretionary bonuses. Bonuses are calculated according to a number of performance factors including the general performance of CLM. A full description on amounts charged and when they will be charged is included in the Product Disclosure Statement (PDS).

12. SPREAD

CLM earns income from the spreads that are embedded in the currency rates quoted on the online trading platforms as well as technology fees for its end-to-end broker solution. Spreads are the difference between the best bid and best ask rates at which you buy and sell the financial instruments. This spread is factored into the price and rates quoted to Clients and are not additional charges to you, the Client. Clients will incur a mark-up within the spread that ranges from 0.1 pip to 3.0 pips depending on the trading platform, currency pair, market conditions, size of the trade and prevailing market rates.

13. ROLLOVER AND OVERNIGHT FINANCING

Clients who hold a long position overnight on CFDs will receive a debit on their account. The interest rate applied to the value of the long position will normally not exceed 3.0% over the current local inter-bank offered rate. Clients who hold a short position overnight on CFDs will receive a credit to their account. The interest rate applied will normally not be less than 3.0% below the local inter-bank offered rate. The actual interest rates applied in the calculation of financing will vary from time to time. Clients who hold opened Spot FX and Bullion positions will have their positions rolled to the next available spot date. When this occurs, you may pay or receive a rollover fee. Regarding FX, a rollover is based upon the different interest rates of the

respective currencies. Regarding Bullion, a rollover reflects Gold leasing rates relative to the USD interest rate. Clients may either receive or pay the rollover depending upon whether they held a long or short position relative to the level of interest rates. The swap that is applied will also be tripled for positions held on the Wednesday rollover. Due to the settlement structure within the spot market, trades that are open on Wednesday will be settled on the following Monday and therefore there is a need to account for interest earned/charged over this period.

14. THIRD PARTY COMMISSIONS

Clients who are introduced to CLM by a third party may be subject to an additional fees or commissions. Any such fees and commissions will be paid by CLM to the introducing party, and will be reflected in the Client's account statement provided by CLM. These fees may vary, depending on each transaction. Clients may request particulars of such fees or commissions within a reasonable time after receipt of this FSG, and before any of the financial services are provided to the Client.

15. FURTHER INFORMATION

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

- 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 market making and dealing services provided by us.
- We do not charge volume-based or asset-based fees for any advice we provide. You understand, consent to, authorize and direct us to charge you in this way
- If you have any questions regarding the particulars of our remuneration, fees, or costs, you may contact CLM before any financial services identified in this FSG are provided.

16. DISCLOSURE OF ANY RELEVANT CONFLICTS OF INTEREST

We do not have any relationships or associations which might influence us when providing you with our services.

CLM may arrange for you to be supplied with financial services and products issued by non-related product providers.

CLM may receive a fee, commission payment or other remuneration or benefits from these non-related issuers as a result of you investing in one of their products or services.

Any remuneration or benefits that CLM may derive from non-related issuers is included in the fees and commissions agreed with you - you do not pay extra.

17. DISPUTE RESOLUTION

A preliminary investigation of any disputes will be conducted by CLM.

CLM wants to know about any problems or concerns you may have with our services so we can take steps to resolve the issue. We have internal dispute resolution procedures to resolve complaints from clients.

Any complaints or concerns should be advised to us by phone or e-mail. These should be directed to the **Complaints Manager** of CLM (compliance@clmforex.com). CLM will provide acknowledgement of receipt of written complaints within 3 business days and seek to resolve and respond to complaints within 30 business days of receipt.

Should you feel dissatisfied with the outcome, you have the right to engage legal counsel.

18. PRIVACY

We are committed to protecting your privacy. We have systems and processes in place which safeguard against the unauthorized use or disclosure of your personal information.

We may disclose your personal information to external parties for the purposes of execution, clearing and settlement of transactions, or those who act on our behalf in the operation of our business or in connection with the transactions to be undertaken. Such external parties are required and committed to protecting your privacy.

We may contact you from time to time with promotional and marketing material via phone, email and mail. If at any time you do not wish to receive marketing material, please contact us and we will remove you from our contact list.

Please contact us via the e-mail provided if you have any concerns or questions.