

Financial Services Guide

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TOTALITY

Financial Services Guide



PURPOSE AND CONTENT OF THIS FINANCIAL SERVICES GUIDE

This Financial Services Guide (**FSG**) is prepared by Totality Wealth Limited (ABN 32 110 128 286, AFSL 280372) (**Totality, we, us or our**) and is designed to tell you about the financial services and products that we are authorised to offer under our Australian financial services licence (**AFSL**).

This FSG contains important information about:

- Who we are and how you can contact us;
- The financial products and/or services we are authorised to offer you;
- How we and our associates are remunerated;
- Our internal and external dispute resolution procedures and how you can access them; and
- The privacy of your personal information.

This FSG should assist you in deciding whether to use any of the products or services we offer.

PRODUCT DISCLOSURE STATEMENTS AND OTHER DOCUMENTS

Totality is the issuer of certain financial products offered on our platform (such as exchange traded derivatives, contracts for difference (**CFDs**) and foreign exchange contracts). For these products Totality has prepared a Product Disclosure Statement (**PDS**), which is a document which contains important information about the financial products offered on our trading platforms, including the risks and costs associated with the financial product. The relevant PDS are available at our Website.

For other financial products issued by other providers, the PDS for those products may also be available on our trading platform.

Before making any decision to acquire any financial product using our trading platforms, you should carefully review the PDS.

You should also read our General Business Terms before trading with us. The General Business Terms, along with the PDS in the case of products issued by Totality, govern the terms of our relationship with you. Our General Business Terms are available at the Website

ABOUT US AND CONTACT

Totality is an Australian financial services licensee offering online non-advisory brokerage services, providing clients with direct access to a wide range of financial instruments including stocks, etfs, options, futures, cfd's, forex, and bonds through a single account. Totality caters to global minds by facilitating seamless trading across international markets.

Registered address	Suite 1, Level 14, 9 Castlereagh St Sydney NSW 2000 Australia
Website	www.totality.com.au
E-mail	enquiries@totality.com.au
Telephone	+61 2 8267 9000

Opening hours	<p>OPEN HOURS</p> <p>Local Opening Hours: Monday to Friday 8.30am – 5.30pm AEST</p> <p>After Hours: Outside of local opening hours (as described above), self-help will be available via platform or website. In case of trade enquiries outside of local opening hours please refer to TradeEnquiries@totality.com.au.</p>
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TOTALITY'S PRIVACY POLICY

We value the privacy of your personal information. When we collect, use, disclose or handle personal information, we are bound by the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

Our full privacy policy (**Privacy Policy**) is available from our Website (**Website**).

If you would like a copy of the Privacy Policy, or wish to seek access to, or correct the personal information we collect or disclose about you, please contact us.

THE FINANCIAL PRODUCTS AND SERVICES WE ARE AUTHORISED TO PROVIDE TO YOU

Totality holds an AFSL which authorises us to provide financial services to retail and wholesale clients. The AFSL can be found on ASIC website (as amended from time to time).

Provide financial product advice for the following classes of financial products	<p>Deposit and payment products limited to: basic deposit products; Derivatives; Foreign exchange contracts; Debentures, stocks or bonds issued or proposed to be issued by a government; Interests in managed investment schemes excluding investor directed portfolio services; Interests in managed investment schemes excluding investor directed portfolio services; and Securities</p>
Deal in a financial product by issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products	<p>Derivatives; Foreign exchange contracts; and Interests in managed investment schemes limited to: own managed investment scheme only;</p>
Applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the following classes of products	<p>Deposit and payment products limited to: basic deposit products; Derivatives; Foreign exchange contracts; Debentures, stocks or bonds issued or proposed to be issued by a government; Interests in managed investment schemes excluding investor directed portfolio services; Interests in managed investment schemes excluding investor directed portfolio services; and Securities;</p>
Make a market for the following financial products	<p>Foreign exchange contracts; and Derivatives;</p>

Provide the following custodial or depository services	Operate custodial or depository services other than investor directed portfolio services; to retail and wholesale clients.
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ADVICE PROVIDED BY TOTALITY

Totality does not provide personal financial product advice and typically does not provide general financial advice. Totality and its staff do not solicit orders or provide recommendations to its clients. Totality (and its staff) will generally only provide factual information to its clients about the market and the products or services Totality makes available. You may subscribe to third-party market analysis or research through Totality's platform, and Totality will pass this information to you through its platform.

The discussions or correspondence you have with any representative of Totality will be technical in nature if it concerns the specific features and functionality of Totality's platform. If your discussions or correspondence with Totality specifically relate to a financial product or financial service offered by Totality, then our staff will provide you with factual information about the products or services. Totality staff will not provide recommendations to you or solicit orders from you, and any information provided will not take into account your objectives, financial situation, or needs. When you speak with or correspond with Totality, you are dealing with a representative of Totality, and we are responsible for the factual correctness of any information given, but you are responsible for the decisions you make about your account and any financial products.

In regard to all other services offered by Totality, you need to consider for yourself (or consult a financial adviser in relation to) the risks, benefits or suitability of any of the other products or services offered by Totality. If you require personal financial product advice you must consult a financial adviser.

THE CAPACITY IN WHICH TOTALITY ACTS

When you trade in products issued by Totality (i.e. our foreign exchange contracts; CFDs and exchange-traded derivatives) we generally act as principal.

For other products issued by third parties (such as shares on an exchange), we act on your behalf to arrange the trades in these products on your behalf. Totality's Execution Policy (as amended from time to time) summarises how we handle and execute your orders.

COSTS, FEES AND CHARGES

We may charge fees and other charges for the products and services we provide to you. Our costs, fees and charges for the products and services are as set out in each PDS and on our Website.

Other associated costs, fees and charges include (but are not limited to):

- Transaction/Commission Fees;
- Administration fees;
- Exchange access fees;
- Mark to market payments;
- Finance Charges;
- Carrying Costs;
- Holding fees;
- Currency Conversion calculation fees;
- Default interest on unpaid amounts or any negative balances in your Account;
- Minimum ticket fees;
- Dividends;
- Bond trade commissions; and

- Phone & email manual order fees.

DETAILS OF OUR CURRENT STANDARD TRANSACTION FEES, GENERAL ADMINISTRATIVE FEES AND CHARGES, EXCHANGE ACCESS FEES, DEFAULT INTEREST RATE, STANDARD MINIMUM TICKET FEES AND THRESHOLD AND BOND TRADE COMMISSIONS ARE AVAILABLE ON THE TOTALITY WEBSITE AND ON THE TRADING PLATFORM

INTEREST

Interest may be paid to you or charged to you depending on your account positions and balances. This is distinct from the interest retained by Totality on client money accounts or investments of client money. Interest may be payable on credit balances, which are positive balances maintained with Totality exceeding specified minimum thresholds. Factors influencing the amount of interest payable include the currency denomination of the account, Totality's minimum balance requirements, amounts held in excess of margin requirements.

Interest is charged when your account balance is in debit, such as when funds are owed to meet margin requirements for products bought or sold, or if a sub-account has negative cash balance but the main account or the overall cash balance is positive i.e. if any sub-account is negative it is charged interest, or when Totality has fulfilled other obligations on your behalf. These interest charges are separate from product-specific interest, such as financing interest on CFDs.

Interest is accrued daily and posted monthly, as detailed in the monthly statement available on our Trading Platform. For detailed examples of interest calculations and guidance on interpreting interest on your statement, please refer to Totality's website.

Clients with intermediaries should be aware that relevant intermediaries may 'mark-up or mark-down' the interest payable or paid on your Totality account.

TAXES

Transaction taxes, such as value added taxes may apply in some jurisdictions. The taxation implications of trading in financial products will depend on your particular circumstances and it is recommended that you obtain your own independent taxation advice. Certain of Totality's services will be subject to Goods and Services Tax ("GST"). Where GST was payable on a service (and the relevant commission payable by you), this will be disclosed in the statements and reports we make available to you.

We may request you to provide certain US Foreign Account Tax Compliance Act (FATCA) information if you come within the requirements of the legislation. We do not provide taxation advice, or advice about FATCA. You should consult your personal tax adviser if you believe that you are impacted by FATCA obligations.

MARKET DATA AND NEWS

If you require live data as opposed to default delayed market data (symbol used for emphasis), then depending on the product you are trading and where that product is traded, you may then be required to enter into a subscription agreement with the associated exchange. You are not required to enter into a data subscription to open an account with Totality. You can subscribe to paid, real-time market data on exchanges around the world through Trading Platform. The subscription fee for market data on each exchange offered through Totality is listed on the Trading Platform. In addition, Totality provides free delayed data in certain circumstances. Totality does not require you to subscribe to live market data in order to trade and you are free to receive market data from another data vendor, or to use only delayed market data. Many exchanges classify clients as either non-professional or professional.

CLIENT MONEY

Totality will handle the client money it receives in accordance with the rules set out in Part 7.8 of the Corporations Act 2001 (Cth) (Client Money Rules) and any applicable rules of the markets and clearing houses of which it is a participant, as well as the terms of its agreement with you.

Client money received by Totality from you (or on your behalf) will be deposited into a trust account for holding client money in accordance with the Client Money Rules. We may hold client money across multiple trust accounts to manage exposure to individual banks and to facilitate your dealings in different financial products. In all cases, the money Totality holds in its client money accounts is held on trust for its clients.

Totality only uses client money in accordance with the Corporations Act and the terms of our General Business Terms. Such uses include, but are not limited to:

- Paying the fees and charges to which you have agreed, such as fees for brokerage, market data fees, or fees charged by your advisor or broker;
- Discharging the obligations incurred by Totality on your behalf as a result of your trading, such as settlement costs and margin obligations;
- Investing client money account funds in permissible investments limited to deposits at interest with an Australian Authorised Deposit-Taking Institution ("Bank"); and,
- Meeting other costs arising from your instructions, for example, making payments required to execute your instructions to participate in certain corporate actions.

Totality may withdraw money held for you to pay itself amounts that you owe to Totality for the services it provides or the products it issues to you. Totality will retain the interest earned on any client money held in a client money account, invested on deposit at interest with a Bank or held with any third party (such as an offshore broker, custodian, or clearinghouse). When Totality invests client money on deposit with a Bank, it does so for itself and not for you. Any losses on the principal amount of money invested with a Bank or any fees levied against such permissible investments will be attributed to Totality as principal and not the client money invested.

DEPOSIT AND WITHDRAWALS

As at the date of this FSG, Totality only holds client money in Australian dollars (AUD), Canadian dollars (CAD), Chinese Yuan Renminbi Offshore (CNH), Euro's (EUR), Hong Kong dollars (HKD), Japanese yen (JPY), New Zealand dollars (NZD), Pounds sterling (GBP), Swiss francs (CHF), Singapore dollars (SGD) and U.S. dollars (USD), and you can only deposit in these currencies.

Totality does not support holding any other currencies at this time. Totality only accepts deposits by way of bank transfer. Totality does not accept deposits by card funding, cheque or in cash. You should ensure that you follow the instructions on how to deposit funds carefully.

If you wish to withdraw money held for you, Totality will (subject to the General Business Terms and your current freely withdrawable funds) pay such amount to you (to an account matching your trading account name) and not to any third party. You must provide the correct payment instructions (including account details) and ensure you perform withdrawal requests correctly. Totality will take reasonable steps to comply with your payment instructions: Totality accepts no responsibility for any loss incurred by you for complying with those instructions or if it is unable to comply with such instructions because they are inaccurate or incomplete.

CUSTODY ARRANGEMENTS

Totality provides custodial services for its clients in conjunction with its primary brokerage business. Totality may appoint a sub-custodian to hold financial products in certain circumstances who may be affiliates or third-party providers. In either case, Totality will hold the benefit of financial products held through such sub-custody

arrangements on your behalf in accordance with the General Business Terms. Your positions in derivatives or securities will generally be held in an omnibus account together with the positions of other clients of Totality and the clients of the relevant sub-custodian (as the case may be) or via HIN. Totality ensures that securities acquired on your behalf are recorded in the books and records of any sub-custodian directly appointed by Totality.

Where Totality may act as an external MDA custodian for an MDA Operator with which you have an agreement, it will be in the circumstances where the MDA Operator has agreed with Totality to provide brokerage services.

TRADING RISK

The risks of loss inherent in trading in financial products will vary depending on the financial product traded and you must consider what is appropriate for you in the light of your financial circumstances, objectives and needs. Trading in exchange-traded derivatives such as options, can carry greater risk than non-leveraged investments, such as shares, due to the inherent leverage in such products. You could gain or lose considerable amounts of money trading derivatives. Trading with any other form of leverage, may also result in losses surpassing your original investment. Please refer to our Risk Warning available on our Website for more information.

TOTALITY MARGIN REQUIREMENTS AND RIGHTS TO CLOSE POSITIONS IF NOT MET

You must at all times meet all Margin Requirements applicable to you and your positions, as determined pursuant to the General Business Terms. Totality will not generally issue margin calls, will not credit your account to meet intraday margin deficiencies and may liquidate positions in your account in order to satisfy margin requirements without prior notice to you. You will not be able to pre-liquidate positions or control the timing or order of any liquidation action we take. Important: When we refer to "margins" we are referring to either the margin requirements for maintaining certain open derivative positions, short stock positions or trading using funds advanced from Totality. This type of trading allows clients to utilise leverage to increase their exposure. Totality requires that its clients always meet the minimum initial and ongoing maintenance margin requirements for their trading activities. Totality calculates its own margin requirements and these margin requirements may differ from (and may exceed) exchange margin requirements. Totality provides you with ongoing information as to the margin requirements and your account status, for instance warnings may be sent if your margin utilisation is reaching certain thresholds. You must monitor your account to ensure it continually meets Totality margin requirements. Prior to trading any financial products on margin or financial markets which require you to maintain margins, please carefully review relevant PDS and TMDs. For more information, please also see our General Business Terms that prevail in case of conflict.

POTENTIAL CONFLICTS OF INTEREST, ASSOCIATIONS, AND RELATIONSHIPS

Totality does not have relationships or associations with any product issuer that could reasonably be expected to influence us in the provision of financial services. Unless otherwise disclosed, Totality generally acts on its own behalf when providing financial services to you. Totality manages any potential conflict of interest in accordance with its internal policies.

Totality hedges transactions such as CFDs and FX positions by entering into back-to-back hedge transactions with its hedge counterparty at or around the same price at which Totality enters into the CFD or FX contract with you. Totality's hedge counterparty receives a portion of the commission charged by Totality to you. Both Totality and the hedge counterparty may gain or lose on hedge transactions.

REMUNERATION

As noted above, we are remunerated through the fees and charges to you. For products which we issue to you, such as CFDs and foreign exchange contracts, we act as principal and earn remuneration through the spreads we apply to these contracts.

The spread is the difference between the bid price and the offer price. The bid price is the price at which we are willing to buy the underlying and the offer price is the price at which we are willing to sell. The spread is paid by you by being incorporated into the quoted rates.

All staff, whether they provide any financial product advice or not, are all remunerated by means of a flat salary and bonus dependant on their individual performance and the performance of Totality as a whole. No employee or representative earns a commission for the trading undertaken by Totality clients. All commissions are earned by Totality.

INTERMEDIARY RELATIONSHIP AND PRICING

If you are the client of a financial adviser, introducing broker, wealth manager, or other intermediary and open an account with Totality under a master account operated by that intermediary or otherwise link your account with that intermediary, then that intermediary may have appointed Totality as their agent to collect fees from you on their behalf for services rendered by them. Totality facilitates intermediaries charging their clients.

Your selected intermediary may determine the mark-ups they wish to apply, from time to time, on Totality's standard fees, rates (including interest rates on margin balances and FX rates), and commissions, and markdown on interest rates on cash balances, which are applied to Totality client accounts associated with the intermediary. You will be provided notice of the details of any mark-ups on Totality's standard fees and commissions when you open an account and when such fees are changed by your financial adviser or broker; if the intermediary increases its fees and charges, you must agree to any increases before they are applied to your account.

You should ensure that if you have engaged an intermediary to provide you services through the account you hold with Totality, you understand the fees, charges, and interest rate adjustments they may apply, as those amounts are agreed between you and that intermediary. Since Totality does not set such fees, charges, or interest rates, they may be different from the rates published on Totality's website. The intermediaries' fees and charges are separate and in addition to any amounts which you must pay Totality for the services it provides, although fees and charges information may be reported as a consolidated amount (Totality's fees and charges plus the intermediary's markup) on statements and confirmations. The intermediary is responsible for disclosing such information to you.

For more information on the available billing methods that intermediaries may use with Totality, please refer to your intermediary or Totality's website.

DISPUTE RESOLUTION AND COMPLAINTS HANDLING

Totality is dedicated to delivering high-quality products and services. If you have any questions or concerns regarding our offerings, or if our service or product quality has not met your expectations, we encourage you to let us know.

Totality's complaint process is designed to ensure that your concerns are addressed promptly, appropriately, and fairly, while maintaining confidentiality.

We request that you submit any queries or complaints online to ensure such queries and complaints are dealt with in the most efficient manner. Please submit your query via Support Portal for the most expedient and efficient handling. You do this by logging into your account and selecting "Inquiry Ticket" > "New Ticket" and then selecting the following:

- Category: Other
- Sub-category: Submit a Complaint

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Alternatively, you may make your query or complaint by sending it to :

The Complaints team
Totality Wealth Limited
Suite 1, Level 14, 9 Castlereagh St
Sydney NSW 2000

Totality will provide acknowledgement of receipt of your complaints within 1 business day and seek to resolve and respond to complaints within 30 days of receipt.

The Australian Financial Complaints Authority

If your complaint is not resolved to your satisfaction within 30 days, you have the right to lodge a complaint with the Australian Financial Complaints Authority (**AFCA**), an approved external dispute resolution scheme, of which we are a member using the contact details below.

Australian Financial Complaints Authority
GPO Box 3, MELBOURNE VIC 3001
Email: info@afca.org.au
Toll free: 1800 931 678
Website: <https://www.afca.org.au/>

For more information about submitting your complaint to AFCA, please refer to the following link:

<http://www.afca.org.au/make-a-complaint>

RECORDING OF PHONE CONVERSATIONS WITH TOTALITY EMPLOYEES

Totality may record phone conversations between you and our employees. Such recordings, or transcripts from such recordings, may be used as evidence in any dispute or anticipated dispute between Totality and you.

OUR ASSOCIATIONS OR RELATIONSHIPS

We have a commercial business arrangement with a hedge counterparty provider, for OTC financial products. Saxo Bank A/S and DMA Pty Ltd provides us from time to time with support in relation to information technology (including for each Totality Trading Platform), finance and other services. Other arrangements with Saxo Bank or DMA Pty Ltd are governed by formal agreements between us.

OPENING AN ACCOUNT

APPLYING FOR AN ACCOUNT

You need to establish your Account by completing the relevant application form, which is available on Totality's Website. There are different application forms for different types of accounts.

TYPES OF ACCOUNTS

Totality offers the following type of Accounts, depending on the legal status of the Client:

- individual account;
- joint account;
- company account;
- trust account (includes self-managed super fund); and

- Other account types may be available, please speak to a Totality sales representative to find out more.

As Totality is obliged by law to take reasonable steps to ensure that the personal information provided by you, is accurate, up to date and complete, please inform us immediately if any of the personal information you have provided to us changes. We may request additional information such as proof of identification for verification processes.

For further details regarding how we maintain your personal information, refer to our Privacy Policy available via our Website.

TRADING ACCOUNT (INCLUDING SUB-ACCOUNTS)

Within your Account, you may have one or more Trading Accounts. A Trading Account is a sub-account of your Account for a specific method of dealing (e.g. long-term trading vs. short term trading). For example, you could have a Trading Account for each different currency denomination of the relevant products that you deal in and a separate Trading Account for other Totality Products.

Do note that maintaining more than one sub-account may entail disadvantages as well, such as interest payable on negative balances in your Trading Account(s) despite having an overall positive cash balance.

You can trade in the products and access the services through the different Totality trading platforms. The legal terms governing your Account and sub-accounts and your dealing in the products and services are set out in the General Business Terms.

ANTI-MONEY LAUNDERING AND COUNTER TERROORISM FINANCING LAWS

Totality is subject to strict anti-money laundering laws (**AML Laws**) and is required to collect and verify the identity of the client (including each authorised signatory of the client, where applicable), before opening the Account. Each person who is authorised to trade and provide instructions on behalf of the client (being an authorised signatory or an attorney under a power of attorney) will need to sign the application form and provide identification information to Totality before an Account will be opened.

As a result of the measures and controls that have been implemented to ensure compliance with the AML Laws, Totality may decide to refuse any transactions on your account or to freeze your funds if there are reasonable grounds to suspect that the transaction breaches the law, and Totality will be not be liable for any loss you suffer (including indirect losses) as a result of its compliance with the AML Laws.

Totality has certain reporting obligations under the AML Laws and may be prevented from informing you that any such reporting has taken place. Where required by law, Totality may disclose the information gathered to regulatory or law enforcement agencies including AUSTRAC.

After Totality accepts your application, your Account will be established. Your Account covers products and services offered by Totality, which you applied for in your application form and which Totality agrees to provide to you.

You can trade in the products and services by using your Account through the Trading Platform. The legal terms governing your Account and your dealing in the products and services are set out in the General Business Terms.

PROFESSIONAL INDEMNITY INSURANCE

Totality has professional indemnity insurance in place which complies with the relevant provisions of the Corporations Act. This policy covers loss or damage suffered by retail clients due to breaches of any obligations on the part of Totality or our representatives in accordance with the Corporations Act.