

# KVB Global Markets Pty Ltd

Foreign Exchange

Product Disclosure Statement (PDS)

This Product Disclosure Statement ("PDS") is an important document and is designed to provide you with sufficient information in deciding whether to acquire the financial products set out in this PDS. Please note that the information contained in this PDS does not consider your personal objectives, financial situation and needs. It does not constitute a recommendation, advice, or opinion, Before entering a foreign exchange transaction, you should obtain independent advice to ascertain whether it is appropriate for your particular financial objectives, needs and circumstances. We recommend that youtake all reasonable steps to fully understand the outcomes of specific foreign exchange trades and strategies adopted in relation to utilising the products provided by us. Independent taxation and accounting advice should also be sought in relation to the impact of foreign exchange gains and losses on your financial situation. If you do not understand any part of this PDS, please contact us by telephone.

#### **Product Provider Contact Details**

Products referred to in this PDS, and additional information on services that KVB Global Markets Pty Ltd provide, are available from:

KVB Global Markets Pty Ltd Level 33 Governor Macquarie Tower 1 Farrer Place Sydney, NSW 2000 Australia

Telephone +61 2 8263 0188 Australia Only 1300 668 120 Fax +61 2 8263 0189

KVB Global Markets Pty Ltd Level 17, Tower 4 727 Collins Street Melbourne, VIC 3000 Australia

Telephone +61 3 9660 1888 Australia Only 1300 668 120 Fax +61 3 9660 1889

Principal contact: Business Development Manager

Website: www.kvbgc.com

AFSL No. 334293 ACN 132 903 514

# Introduction to Foreign Exchange Products & Transactions

A foreign exchange transaction is an agreement between two parties, which is not transferable to another party or entity, to exchange one currency for another currency at an agreed exchange rate on a predetermined date (being the 'value date'), which can be the same day or a future date in time.

The buying and selling of foreign currencies should be undertaken for a specific sale or purchase and not for speculative purposes.

The rate of exchange used in the transaction is the price of one currency (the base currency) in terms of another (the other currency), such as the price of the Australian dollar in terms of the US dollar.

For example, the exchange rate AUD/USD 0.75 means one Australian dollar is equal to or can be exchanged for 75 US cents.

Foreign exchange transactions are available in all major currencies.

KVB Global Markets Pty Ltd specialises in providing foreign currency services to both corporate and individual clients who have a requirement to buy or sell foreign currency for a commercial purpose or take physical delivery of the currency they have purchased as part of their day-to-day business activities, thereby needing to settle foreign invoices (payments) and convert foreign receipts.

KVB Global Markets Pty Ltd offers its clients the facility to buy or sell foreign currency at market prices using same day, spot and for Wholesale Clients, Forward Foreign Exchange contracts. These facilities enable clients to protect themselves against any adverse currency movements.

# How is the foreign exchange rate calculated?

KVB Global Markets Pty Ltd cannot predict future exchange rates. Our rate quotations are not a forecast of where we believe foreign exchange rates will be at a future date. We calculate foreign exchange rates taking into consideration the current wholesale (interbank) "spot" exchange rates and the value and currency that you wish to buy or sell.

The decision to transact at a particular rate will always be your decision.

# **Foreign Exchange Spot Transactions**

A foreign exchange spot transaction has a value / settlement date of two business days from the transaction date. That means that the currency that you have sold must be received into the KVB Global Markets Pty Ltd nominated client bank account within two days of the transaction date, and the currency that you have bought will be payable to your nominated bank account two business days after the transaction date. The exchange rate quoted will be the current inter-bank spot rate plus our profit margin. The profit margin will varydepending on the value of the transaction and currency.

### **Forward Foreign Exchange Contracts**

KVB Global Markets Pty Ltd will only write/enter into Forward Foreign Exchange Contracts Wholesale clients, as defined under the Corporations Act. Wholesale clients who have a requirement to exchange currencies at some time in the future, but would like to know now what the exchange rate will be at the time the two currencies need to be exchanged. This will eliminate the risk and uncertainty associated with adverse currency movements. Forward foreignexchange contracts are generally used by exporters and importers who are looking to lock into an exchange rate in order to hedge their future foreign currency cash flows. Contracts can be written for a period of 3 business days up to amaximum period of 6 months.

For example, an importer purchasing 100 units at a price of USD 1,000 per unit in 3 months' time, could enter a forward foreign exchange transaction today against their local currency, and agree an exchange rate that will be applicable in 3 months' time. Some call this a "Buy now pay later" scenario, as opposed to a spot transaction which could be considered to be a "Buy now pay now" scenario.

A forward foreign exchange contract will provide the importer with contractual and budgeting certainty, as they will know how much they will need to pay in their local currency on the settlement date in 3 months' time, irrespective of any adverse movements in the market that may occur until the contract matures.

### Example:

Current spot exchange rate AUD/USD = 0.7560 Three month forward premium = 0.0060 All up Forward Exchange rate = 0.7500 In this example, the forward exchange rate for AUD/USD reflects the fact that interest rates are currently higher in Australia than the United States of America so the forward will trade at a discount to the spot rate.

Note: KVB Global Markets Pty Ltd may, at their discretion, allow a rollover (extension) of a Forward Foreign Exchange Contract after the original value date under the following conditions: - The maximum number of rollovers permitted is four (4), with each rollover not to exceed one (1) month. If delivery is not performed after this period, KVB Global Markets Pty Ltd will close out the contract at the Mark to Market rate and all costs and / or losses (if applicable) are payable by the client.

### **Margins**

All forward foreign exchange contracts must be settled by delivery of the full amount of your sale currency. If you do not settle the transaction KVB Global Markets Pty Ltd is still obligated to settle with its bank provider. We therefore have what is known as settlement riskand to cover this risk all forward foreign exchange contracts are subject to "margin" obligations. Margin is a deposit of funds required by KVB Global Markets Pty Ltd to cover the risk to KVB Global Markets Pty Ltd and as security for the client's obligations. Additional margin may be payable in the event of adverse market movements.

All client forward foreign exchange positions are revalued daily on a "Mark to Market" basis to account for any market movements. If the value of the position moves against you then you may be asked to pay additional variation margin to bring your position back to the margin requirement.

Forward foreign exchange contracts with a value date greater than 2 days and less than 6 months from the transaction date will require an initial margin, immediately payable, of between 5% - 10 % of the face value of the contract.

You must be in a position to fund margin requirements at all times or your position may be closed out.

#### **Example:**

Day 1 an importer enters into a forward foreign exchange contract where they buy USD 200,000 at 0.7560 and sell AUD 264,550.26 for value 3 months' time.

The importer pays AUD 13,227.51 initial margin (5%) on the day following the transaction date.

#### Scenario A

The contract is revalued daily by KVB Global Markets Pty Ltd at current market rates until the maturity of the contract. In this example the AUD initial margin has been sufficient to cover market movements in the AUD/USD exchange rate during this period and no further margin is required.

On maturity date of the forward contract the importer pays the balance of AUD 251,322.75 to KVB Global Markets Pty Ltd in full settlement of the transaction.

#### Scenario B

The contract is revalued daily by KVB Global Markets Pty Ltd at current market rates. One month after the trade date the AUD/USD rate is 0.8110. If KVB Global Markets Pty Ltd had to go to the marketto replace the client transaction it would sell USD 200,000 @ 0.8110 and buy AUD 246,609.12, a difference of AUD 17,941.14

The importer has already deposited AUD 13,227.51 initial margin, but this is insufficient to cover the potential loss and settlement risk.

Additional margin would therefore be made by the importer for, let us say, AUD 4,700.00

On maturity date of the forward contract the importer pays the balance of AUD 246,622.75, to KVB Global Markets Pty Ltd in full settlement of the transaction. This balance being the original contract value of AUD 264,550.26 less AUD 17,927.51 total margin already paid.

Any outstanding balance of the sold currency must be paid to the account nominated by KVB Global Markets Pty Ltd not later than one working day before the value date (or settlement time) of the particular forward contract.

### Costs of foreign exchange transactions

KVB Global Markets Pty Ltd earns its revenue from the spread between the wholesale price and your trade price. The spread varies in accordance with the size of the transaction and the type of product. Upon you agreeing an exchange rate and confirming the amount of currency you require to sell or buy the total amount payable by you to KVB Global Markets Pty Ltd will be based upon the agreed exchange rate. The sold currency amount is

determined by the exchange rate that we agree with you and the required amount of the purchased currency.

When you enter into a forward foreign exchange contract you will be required to pay an initial margin and may be required to pay a further variation margin in the event of adverse market movements.

These margins are required by KVB Global Markets Pty Ltd to cover the risk to KVB Global Markets Pty Ltd and as security for the client's obligations.

Margin amounts are payable into the KVB Global Markets Pty Ltd Client Bank Account and are held, used and withdrawn inaccordance with our Foreign Exchange Master Agreement. Interest may be payable on the funds held but the level of interest will be dependent on the amount and on the durationof time the funds are held. It is not a mandatoryrequirement for KVB Global Markets Pty Ltd to pay interest on these funds and if it does not, KVB Global Markets Pty Ltd will be entitled to the interest earned on the funds.

You will be required to pay, not later than one working day prior to the value date, in cleared funds, the balance of the sold currency into the KVB Global Markets Pty Ltd client account nominated by KVB Global Markets Pty Ltd.

For electronic transfers a fee of between AUD20 to AUD25 per transaction is levied by KVB Global Markets Pty Ltd. Recipient banks may also charge transactional costs for receipt of funds which are outside the control of KVB Global Markets Pty Ltd.

# **Foreign Exchange Master Agreement**

The KVB Global Markets Pty Ltd Foreign Exchange Master Agreement governs the trading relationship between KVB Global Markets Pty Ltd and you. This agreement must be signed before you can trade in foreign exchange contracts with us and sets out the basis on which future transactions will take place.

However, entering into the Foreign Exchange Master Agreement does not in itself constitute a trade or in any way oblige you or us to enter into future transactions.

KVB Global Markets Pty Ltd does not permit clients to enter into transactions for speculative purposes. We only provide the foreign exchange services in this PDS to those clients who buy and sell foreign currency for Commercial Purposes.

## **Order types**

Depending on the trading strategy agreed with KVB Global Markets Pty Ltd, we provide facilities to Wholesale Clients that allow the client to place stop loss and limit orders to protect or optimise their exposure to the market.

These order types are designed to assist in managing their exposure and we recommend you speak further with your KVB Global Markets Pty Ltd Representative about these order types.

### Settling foreign exchange products

On the day of the transaction KVB Global Markets Pty Ltd will advise you of the full amount of the sold currency, for same day or spot contracts, or the required initial margin amount, for forward foreign exchange contracts. This amount should be deposited to KVB Global Markets Pty Ltd's nominated client bank account.

NOTE: - KVB does not accept or allow physical cash to be used for the payment of International or Domestic transfers / remittances. If/when cash is used, it will be returned to the depositor.

When your trade reaches value date (settlement date), and KVB Global Markets Pty Ltd has received your sold currency in cleared funds, KVB Global Markets Pty Ltd will instruct their bank to send your bought currency via international payment systems, in accordance with your instructions.

All transactions are effected electronically and KVB Global Markets Pty Ltd retains detailed records of all settlement transactions.

In order for same day contracts to effectively settle prior to close of business on the trade date, your sold currency amount must be received by KVBGlobal Markets Pty Ltd within standard banking and currency cut off times. If funds are not received by this time, settlement will occur on the next working day.

In order for spot and forward contracts to effectively settle, the balance of your sold currency amount must be received one working day before the Value Date. Onward payment of the bought currency is sent by KVB Global Markets Pty Ltd on the receipt of the sold currency.

#### Pre-deliveries and rollovers

Once entered into, the value date (settlement date) of your transaction can only be altered by pre-delivering the currency sold to an earlier date, subject to appropriate adjustment for the rate differential, or by rolling over the contract. This is done by closing out of your existing contract and the entering into a new contract.

The close-out and new contract rates will be the current market rates, and may be better or worse than the original contract. Historical Rate Rollovers (HRR) will be at KVB Global Markets Pty Ltd's discretion.

#### Close out of foreign exchange products

A foreign exchange transaction can be closed out before and up to the value date in the following circumstances:

- (i) As agreed in the Foreign Exchange Master Agreement: or
- (ii) By agreement between you and KVB Global Markets Pty Ltd.

Close out events under the Foreign Exchange Master Agreement include a breach of a term or condition by you, your insolvency or bankruptcy or your failure to comply with an obligation to KVB Global Markets Pty Ltd.

In the event KVB Global Markets Pty Ltd closes out your contract we will terminate the Foreign Exchange Master Agreement between us. We may set off all or any part of any margin paid by you against any amount actually or contingently due and payable by you to KVB Global Markets Pty Ltd.

# By Agreement with KVB Global Markets Pty Ltd

In the event that your circumstances change and you no longer require a foreign exchange contract for your commercial purposes, you may close out a contract before the value date by entering into an equal and opposite transaction with KVB Global Markets Pty Ltd.

KVB Global Markets Pty Ltd will calculate the Mark to Market value of the contract using the prevailing market rates. If the contract is in profit, you will receive the profit amount (including any Margin) and a confirmation advising all details. If the contract at Mark to Market value is not in profit you will be required to pay KVB Global Markets Pty Ltd the amount of the loss. Your Margin amount will beoffset against the amount owing to KVB Global Markets Pty Ltd and a confirmation will be issued advising all details.

You will be liable for any loss, costs, fees, charges or other expenses, including interest, incurred by KVB Global Markets Pty Ltd in consequence of the close out.

### How your orders get executed

You need to undertake the following steps to effect orders with KVB Global Markets Pty Ltd:-

- 1. Read this Product Disclosure Statement provided to you.
- 2. Read the Foreign Exchange Master Agreement provided to you by KVB Global Markets Pty Ltd and return the completed application form together with necessary identification documents. When the application is received and accepted by KVB Global Markets Pty Ltd, the Foreign Exchange Master Agreement acts as an agreement between us.

A copy of the Foreign Exchange Master Agreement is available on our website at www.kvbgc.com.

- 3. Contact your KVB Global Markets Pty Ltd Representative to discuss your currency transaction. We record telephone conversations at all times to ensure that instructions can be verified in the event of a dispute.
- 4. Based on the quotations received, you will enter into a foreign exchange contract with KVB Global Markets Pty Ltd
- 5. Once you have instructed KVB Global Markets Pty Ltd to buy or sell a currency at an agreed rate you have entered into a contract i.e. your verbal instruction confirms the contract between KVB Global Markets Pty Ltd and yourself. The contract note that is sent subsequently is confirmation of the transaction. The contract note gives details of the transaction including the amount of currency bought and sold, the exchange rate and the value date, and margin due if it is a forward contract.

6. You must then provide us details of your onward payment instructions to enable your currency to go direct to your nominated destination.

# Significant benefits of foreign exchange products

The significant benefits of using foreign exchange products are to protect your exchange rate and provide cash flow certainty.

### **Protect an Exchange Rate**

KVB Global Markets Pty Ltd offers its clients the facility to buy and sell foreign currency using same day, spot, and for Wholesale clients forward foreignexchange contracts. These facilities enable clients to protect themselves against adverse market swings.

### Provide cash flow certainty

By agreeing a rate now, for a time in the future, you will determine the exact amount of currency purchased and the exact cost of that currency, thereby giving certainty over the flow of funds.

### Significant risks

You should be aware that foreign exchange trading involves risks. It is important that you carefully consider whether trading foreign currency products are appropriate for you in light of your investment objectives, financial circumstances and needs.

#### **Market volatility**

Foreign exchange currency markets are subject to many influences, which may result in rapid currency fluctuations and reflect unforeseen events or changes in conditions with the inevitable consequence being market volatility.

Given the potential levels of volatility in the foreign exchange markets, it is recommended that you closely monitor your positions with KVB Global Markets Pty Ltd at all times having regard to your hedging requirements and margin obligations.

KVB Global Markets Pty Ltd does not deal with you where you are trading for speculative purposes and will at its discretion, and in accordance with the Foreign Exchange Master Agreement, close out your position should you be speculating.

You should be aware that, if contrary to KVB Global Markets Pty Ltd's requirements, you purchase foreign exchange products for trading or

speculativepurposes (that is where you do not have a currency risk you need to protect yourself from) you will be fully exposed to movements in price between the purchase currency and Australian Dollar or other foreign currency.

# **Additional Margin payments**

In the event of any adverse exchange rate movement between the date of the transaction (and the time of receipt of the Initial Margin payment) andthe value date, KVB Global Markets Pty Ltd may at its discretion make an additional Margin Call in accordance with the Foreign Exchange Master Agreement. If you do not meet such Margin Call your position may be closed out and you will be liable for any loss arising as a result of such close out, after application of any other margin deposited by you.

### **Opportunity cost**

Once you have fixed your exchange rate you have locked into the rate for a future delivery date and will not be able to take advantage of any subsequent favorable exchange rate movements should that occur, in relation to your committed foreign currency exposure. On the other hand, you will be protected from any adverse movements.

### Counterparty Risk

Given you are dealing with KVB Global Markets Pty Ltd as counterparty to every Trade, you will have an exposure to us in relation to each Trade. This is common to most OTC financial market products.

You are reliant on KVB Global Markets Pty Ltd's ability to meet its counterparty obligations to you to settle the relevant foreign exchange product. KVB Global Markets Pty Ltd limits this exposure by entering into like transactions as principal in the wholesale market in relation to its exposures with you; however, you have no right to or interest in those other transactions. In addition, KVB Global Markets Pty Ltd must comply with the financial requirements imposed under its respective License.

#### Systems Risk

KVB Global Markets Pty Ltd relies on a number of technology solutions to provide you with efficient foreign exchange services. In this regard KVB Global Markets Pty Ltd relies on third party international settlement system providers to assist in currency transfers between accounts which KVB Global Markets Pty Ltd are not able to control and is not liable to you for this.

## **Taxation implications**

By entering into a foreign currency product, the client acquires rights to either buy or sell foreign

currency. A foreign currency gain or loss may arise by reason of differences in exchange rates of foreign currencies.

We advise that you should obtain independent tax advice, as the implications may be complex and will relate to your specific financial circumstances.

### **Cooling Off**

There is no cooling off period or arrangement for any foreign currency transactions nor are they transferable to other parties or entities (3<sup>rd</sup> parties)

#### **Ethical Considerations**

Labour standards or environmental, social or ethical considerations are not taken into account by KVB Global Markets Pty Ltd when making, holding, varying or ending foreign currency transactions.

# Anti-Money Laundering and Counter-Terrorism Financing

KVB Global Markets Pty Ltd is subject to the Anti-money Laundering and Counter-Terrorism Financing Act 2006.

In making an application pursuant to this PDS you consent to KVB Global Markets Pty Ltd disclosing inconnection with the laws, any of your personal information (as defined in the Privacy Act 1988) andthe details of any transaction to any outside Regulatory Authority as required by Law.

In certain circumstances we may be obliged to freeze or block an account where it is being used in connection with illegal activities or suspected illegal activities. Freezing or blocking can arise as a result of the account monitoring that is required by the AML/CTF Laws.

#### What if I have a complaint?

KVB Global Markets Pty Ltd has internal and external dispute resolution processes in place. if you have a complaint about the services or productsprovided to you by KVB Global Markets Pty Ltd , you should take the following steps:

- 1. Contact your KVB Global Markets Pty Ltd Representative and discuss your concerns.
- 2. If your complaint is not satisfactorily resolved, contact KVB Global Markets Pty Ltd to inform us about your complaint. You may do this by telephone, facsimile, email or letter.
- 3. If you are dissatisfied with the outcome, you

havethe right to complain to the Australian Financial Complaints Authority Limited (AFCA) who may be contacted on 1800 931 678 or in writing to:

Australian Financial Complaints Authority Limited GPO Box 3 Melbourne VIC 3001

Website: <a href="www.afca.org.au">www.afca.org.au</a>
Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a>

KVB Global Markets Pty Ltd is a member of AFCA.

Our membership number is 13477

Their services are provided to you free of charge.

If you require any further information about our dispute resolution system, please contact your account representative at KVB Global Markets Pty Ltd and request a copy of our dispute resolution procedures.

The information in this PDS is up to date at the time it was prepared but is subject to change from time to time. If new information is materially adverse information, we will either issue a new PDS or a supplementary PDS with the new information. If the new information is not materially adverse to you, we will not issue a new PDS or a supplementary PDS to you but you will be able to find the updated information on our website at <a href="https://www.kvbgc.com">www.kvbgc.com</a> or by calling us using the contact details at the front of this PDS.