



# Product Disclosure Statement

Issuer: HiFX Limited

**An offer of a Derivative**

• **Foreign Exchange Swap Contract(s) (FX Swap(s))**

**Date: 12 September 2018**

**This is a replacement PDS, which  
replaces the PDS dated 18 October 2016**

This document provides important information about HiFX Limited's Foreign Exchange Swap contracts (FX Swap(s)) to help you decide whether you want to enter into this derivative. There is other useful information about this offer at [www.companies.govt.nz/disclose](http://www.companies.govt.nz/disclose).

Many derivatives are complex and high-risk financial products that are not suitable for most retail investors. If you do not fully understand the derivative as described in this document and the risks associated with it, you should not enter into it. You can also seek advice from a financial adviser to help you make your decision. You should ask if that adviser has experience with this type of derivative.

HiFX Limited has prepared this document in accordance with the Financial Markets Conduct Act 2013.

# 1. KEY INFORMATION SUMMARY

## WHAT IS THIS?

This is a product disclosure statement for foreign exchange swap contracts (**FX Swaps**) provided by HiFX Limited (**HiFX**).

FX Swaps are derivatives which are contracts between you and HiFX for the exchange of one currency for another currency on one day and the re-exchange of those currencies at a later date that may require you or HiFX to make a payment in an agreed currency. The amounts that must be paid or received will depend on the rate and amount of the underlying currencies. The contract specifies the terms on which those payments must be made.

## WARNING

### Your liability to make margin payments

HiFX may require you to make additional payments (being Margin payments) to contribute towards your future obligations under a FX Swap. These payments may be required at short notice and can be substantial. You should carefully read section 2.1.1, "Payment of Initial Margin" and section 2.1.3 "Margin Call Obligations", about your obligations.

### Risks arising from issuer's creditworthiness

When you enter into derivatives with HiFX, you are exposed to a risk that HiFX cannot make payments or deliver a currency as required. You should carefully read section 3 of this PDS, "Risks of These Derivatives", and consider HiFX's creditworthiness. If HiFX runs into financial difficulty, the Margin you provide may be lost.

## ABOUT HIFX LIMITED

HiFX is a provider of various foreign exchange products including non-derivative products (such as spot foreign exchange contracts) and derivative products (such as forward foreign exchange contracts (FECs), foreign exchange options (FX Options) and FX Swaps) delivered via its online transactional platform, by email or over the telephone.

## WHICH DERIVATIVES ARE COVERED BY THIS PDS?

This PDS covers:

- FX Swaps

Under a FX Swap you exchange one currency for another at an agreed foreign exchange rate, by undertaking a Spot FX Transaction, and at the same time agree to re-exchange those currencies back again on a future date (at an agreed forward exchange rate). Simply put, it is a contract in which two foreign exchange contracts – a Spot FX Transaction and a FEC - are packaged together.

FX Swaps are often used by companies to help fund their foreign exchange requirements while managing exposure to adverse currency movements.

# CONTENTS

<b>1. KEY INFORMATION SUMMARY</b>	1
<b>2. KEY FEATURES OF THE DERIVATIVES</b>	3
2.1. KEY FEATURES OF A FX SWAP	3
2.2. ENTERING INTO A FX SWAP	6
2.3. RIGHTS TO ALTER TERMS OR TERMINATE A FX SWAP	7
<b>3. RISKS OF THESE DERIVATIVES</b>	8
3.1. PRODUCT RISKS	8
3.2. ISSUER RISKS	8
3.3. RISKS WHEN ENTERING OR SETTLING THE DERIVATIVES	9
<b>4. FEES</b>	10
4.1. TRANSFER FEE	10
4.2. THIRD PARTY FEES	11
4.3. INTEREST	11
<b>5. HOW HIFX TREATS FUNDS AND PROPERTY RECEIVED FROM YOU</b>	12
<b>6. ABOUT HIFX</b>	13
<b>7. ADDITIONAL CLIENT PROTECTION PROVIDED BY HIFX FOR CLIENT PAYMENTS</b>	14
<b>8. HOW TO COMPLAIN</b>	16
<b>9. WHERE YOU CAN YOU FIND MORE INFORMATION</b>	17
<b>10. HOW YOU ENTER INTO A CLIENT AGREEMENT</b>	18
<b>11. GLOSSARY OF TERMS</b>	19

## 2. KEY FEATURES OF THE DERIVATIVE

### 2.1. KEY FEATURES OF A FX SWAP

A FX Swap is an effective and efficient cash management tool for companies that have assets and liabilities denominated in different currencies. They allow you to utilise the funds you have in one currency to fund obligations denominated in a different currency while managing exposure to adverse currency movements.

You may use a FX Swap if you need to exchange one currency for another currency on one day and then re-exchange those currencies at a later date. A FX Swap may be used as an alternative to depositing or borrowing in foreign currency.

A FX Swap has two legs or stages (**near leg date** and a **far leg date**).

On the **near leg date**, you swap one currency for another at an agreed spot foreign exchange rate and agree to swap the same currencies back again on a future date (**far leg date**) at a forward foreign exchange rate.

Simply put, a FX Swap is a contract in which two foreign exchange contracts - a Spot FX Transaction and a FEC - are packaged together to offset each other (albeit with different settlement dates and exchange rates).

The exchange rates offered by HiFX in a FX Swap are determined by:

- The amount of the currencies being swapped;
- The exchange rates on offer in the foreign exchange market place for the currencies involved;
- The future date (**far leg date**) which you agree to swap the currencies back again (up to 24 months in the future); and
- The forward foreign exchange rate. This is calculated by adjusting the spot foreign exchange rate used in the near leg date of the FX Swap by a forward point adjustment. The forward point adjustment represents the interest rate differential between the countries of the currencies involved and compensates the seller of the currency of the far leg date with the higher interest rate, for the interest differential of the currencies involved that the seller could have earned (in the wholesale financial markets)

if the swap transaction had not occurred (refer section 2.1.2 below for an example of how forward points are calculated).

#### The key benefits or main uses of a FX Swap

A FX Swap allows you to offset foreign exchange commitments where you will be receiving a currency on one date but need to make a payment in that currency at a later date.

A FX Swap guards against unexpected movements in exchange rates, and provides a degree of certainty in accounting and budget forecasts. It will reduce FX risk however interest rate risk is not eliminated.

FX Swaps can be undertaken in all the major currencies (*GBP, USD, AUD, NZD, EUR, JPY, CAD, CHF*) as well as a number of minor currencies. Please refer to HiFX's website ([www.hifx.co.nz](http://www.hifx.co.nz)) for the full list of currencies available.

#### The term of a FX Swap and how the term is set

The term and amounts for FX Swaps can be tailored to suit your particular needs and are agreed at the time you enter into a FX Swap.

#### The amounts payable and the method of calculating the amounts payable for a FX Swap

As stated above, a FX Swap has two legs (near leg and far leg dates) and always involves one currency being exchanged for another i.e. swapped.

- On the near leg date, you swap an amount of one currency for an amount of another at an agreed foreign exchange rate (Spot Rate) which will be determined by the foreign exchange rate on offer at the time of undertaking the contract.
- At the far leg date you agree to swap the currencies back again at an agreed forward foreign exchange rate again determined at the time of undertaking the contract.

The difference between the Spot Rate and the forward foreign exchange rate reflects the

interest rate differentials between the countries of the two currencies, represented by forward points, as determined by HiFX. (Refer section 2.1.2 below for an example of how forward points are calculated).

The foreign exchange rates offered by HiFX in respect of both the near leg and far leg dates are determined by:

- the amount of the Sold Currency and Bought Currency;
- the exchange rates on offer in the foreign exchange market place for the currencies involved; and
- the date you wish to deliver your Sold Currency and receive your Bought Currency (up to 24 months in the future).

### 2.1.1. Payment of Initial Margin

After you enter into a FX Swap, HiFX will require you to immediately pay an amount (normally an amount between 0% - 20% of the total amount of the currency you are selling on the near leg date) called an Initial Margin, as advised at the time you entered into a FX Swap, and may require subsequent Margin payments (referred to as Margin Calls – see section 2.1.3) if the exchange rates of the far leg date of your FX Swap move adversely.

Initial Margin is a part payment of the Sold Currency (being the currency you agree to pay HiFX for the currency you are buying) and acts as security for your FX Swap.

When you pay Initial Margin to HiFX, we record the payment in your Account with HiFX and, for New Zealand Retail Clients only, we hold this amount on trust for you in a separate “Derivatives Investor Money Account” until you settle your FX Swap (refer to Section 5 for further information on how HiFX treats funds and property received from you).

You must be in a position to pay the Initial Margin immediately after the FX Swap is agreed. If the Initial Margin required is not received within 2 Business Days your contract may be terminated and Closed Out with you being responsible for (and bearing) any loss arising from the contract being Closed Out (refer section 2.3 below for further information on closing out a FX Swap).

HiFX does not pay interest on Margin payments.

### 2.1.2. FX Swap example:

A New Zealand company has NZD\$1.5 million in a company bank account in New Zealand and has a requirement to fund AUD\$1 million for its operations in Australia over the next three month period.

Rather than borrow AUD from its bank at a retail lending rate of say 5% (which would cost AUD \$12,602.74 (based on borrowing for 92 days at 5%) it decides to use its New Zealand dollars to fund this requirement using a FX Swap at a cost of NZD\$5,431.10 (being the loss of interest receivable of NZD\$9,537.21 less the Swap benefit received of NZD\$4,106.11 as described below).

The company enters into a FX Swap selling its New Zealand dollars (NZD) and receiving Australian dollars (AUD) and vice versa in 3 months time.

#### Transaction date 4 September 2018 for spot value date 6 September 2018

#### NZD/ AUD exchange rates at 4 September 2018

Spot exchange rate	0.9144
Forward exchange rate*	0.9138
*three months (4 December 2018) 92 days	

#### Forward points = Spot rate - Forward rate

Spot rate	0.9144
Forward rate	<u>0.9138</u>
Forward points benefit	-0.0006

#### Interest Rates (365 day basis) as at 4 September 2018

AUD	1.50%
NZD	1.75%

#### The forward rate is calculated as follows:

The forward rate is calculated as follows: In cases where your surplus funds are in a currency with higher interest rates (e.g. New Zealand) and your funding need is in a country with a lower interest rate environment (Australia), the forward points will be “a benefit to you” for lending the higher interest bearing currency and vice versa.

#### AUD Invested

$$\text{AUD\$1m} \times 1.5\% \times 92 \text{ days} = \text{AUD\$3,780.82}$$

#### NZD Invested

$$\text{NZD\$1,093,613.30} \times 0.9144 = \text{AUD\$1m}$$

$$\text{NZD\$1,093,613.30} \times 1.75\% \times 92 \text{ days} = \text{NZD\$4,823.88}$$

Forward rate

$$\frac{(\text{AUD}\$1,000,000.00 + \text{AUD } \$3,780.82)}{(\text{NZD}\$1,093,613.30 + \text{NZD } \$4,823.88)} = 0.9138$$

In this example the company would receive a FX Swap Confirmation note as follows:

<b>Deal type</b>	<b>Swap near leg date</b>
<b>Transaction Date</b>	4 September 2018
<b>Contract Number</b>	C123456
<b>Value date</b>	6 September 2018*
<b>You have sold</b>	NZD\$1,093,613.30
<b>You have bought</b>	AUD\$1,000,000.00
<b>Spot Rate</b>	0.9144
<b>Initial Margin payable</b>	NZD\$54,716.57

\*(being 2 days after the date you undertook the transaction)

<b>Deal Type</b>	<b>Swap far leg date</b>
<b>Contract Number</b>	C123457
<b>Value date</b>	December 2018*
<b>You have sold</b>	AUD\$1,000,000.00
<b>You have bought</b>	NZD\$1,094,331.36
<b>Forward Rate</b>	0.9138

\*(being 92 days after 4 September 2018)

An Initial Margin payment of say 5% of the bought currency (NZD\$1,094,331.36 x 5% = NZD\$54,716.57) will be required which acts as a security for the forward element of the swap contract.

The company would need to pay HiFX NZD\$1,093,613.30 plus a margin of NZD\$54,716.57 on or before 6 September 2018 and would in return receive AUD\$1m.

Three months later the company would pay HiFX AUD\$1,000,000.00 and would receive back NZD\$1,094,331.36 plus the Initial Margin of NZD\$54,716.57.

The above example provides an example of one situation only and does not reflect the specific circumstances or the obligations that may arise under a derivative entered into by you.

### 2.1.3. Margin Call Obligations

A FX Swap is subject to ongoing Margin obligations (Margin Calls) imposed by HiFX which

act as security for your FX Swap (specifically for the swap far leg date of your FX Swap). You are liable to meet all Margin Calls to HiFX up to the total amount of the Sold Currency. Margin Call payments are credited to your Account with HiFX and are part payment of the Sold Currency.

Your Account balance must be more than the minimum amount of Margin cover required by HiFX for your FX Swap(s). If not, a Margin Call may be made at any time (normally Margin Calls are determined daily) and you are obliged to meet Margin Calls by paying the required amount by the time stipulated in the Margin Call, normally within 2 business days (but may be payable immediately). If the Margin Call required is not received within 2 Business Days some or all of your FX Swaps may be terminated and Closed Out with you being responsible for (and bearing) any loss arising from the contract being Closed Out (refer section 2.3 below for further information on Closing Out FX Swaps). HiFX may, but need not, give you a grace period.

It is your responsibility to pay Margin and meet Margin Calls, up to the full amount of the Sold Currency (on the far leg date), on time and in cleared funds, so please keep in mind the possibility of delays in the banking and payments systems.

The timing and amount of each Margin Call will depend on movements in currency prices and the factors that impact negatively on the market price of the currencies involved in your FX Swaps.

There are no limits as to how often Margin Calls may be made but typically Margin Calls are unlikely to be made more than daily.

#### Margin Call example

In the example above, where the company has swapped NZD for AUD for a 3 month period. The company has paid HiFX NZD\$54,716.57 as Initial Margin.

For the purposes of this example let's assume the NZD/AUD forward exchange rate subsequently depreciates to 0.8650.

In this situation the far leg date of the FX Swap is said to be Out-Of-The-Money by NZD\$61,738.00

FEC cover NZD\$1,094,331.36

Current forward rate

AUD \$1m / 0.8650 = NZD\$1,156,069.36

Out-Of-The-Money NZD\$61,738.00

The company has only paid NZD\$54,680.67 Initial Margin. HiFX will therefore make a Margin Call for a further NZD\$7,561.43 (more likely to be rounded up to NZD\$7,600.00) to ensure it has sufficient moneys from the company to secure the far leg of the FX Swap.

The total Margin (once paid) held in respect of the FX Swap is NZD\$62,316.57 (\$54,716.57 + \$7,600.00) and will be repaid to the company on settlement day – 4 December 2018.

The above example provides an example of one situation only and does not reflect the specific circumstances or the obligations that may arise under a derivative entered into by you.

#### 2.1.4. Settling FX Swaps

On the day of you entering into a FX Swap, HiFX will send you a Confirmation note which will set out the details of your FX Swap and will advise you of the amount(s), currencies and the date(s) upon which you will need to send money to HiFX for each of the two legs of the FX Swap.

When each leg of your FX Swap reaches the Value Date (i.e. the settlement date for your FX Swap), and HiFX has received the balance of your Sold Currency in cleared funds, HiFX then instructs its bank to send the Bought Currency via international payment systems to your nominated account.

Any outstanding balance of the Sold Currency to be paid (once Initial Margin and any later payment of Margin, if any, has been taken into account) must be paid to HiFX no later than the banking cut-off time on the Business Day before the Value Date of the particular FX Swap.

All transactions are effected electronically and HiFX retains detailed records of all settlement transactions.

#### 2.1.5. Method of Payment

Payments by you to HiFX must be by way of electronic transfer only. HiFX does not accept payment by way of cash and/or cheques.

## 2.2. ENTERING INTO A FX SWAP

### 2.2.1. ENTERING INTO A FX Swap

The following steps describe how you can enter into a FX Swap with HiFX.

The particular terms of each FX Swap are agreed between you and HiFX before you enter into a FX Swap with HiFX.

In order to transact with us you will first need to establish an Account – refer to section 10. Once an Account is opened you can purchase a FX Swap via telephone with the particular terms being agreed before you enter into a FX Swap with HiFX.

- Contact your HiFX Dealer to discuss your FX Swap transaction. We endeavour to digitally record telephone conversations at all times to ensure that instructions can be verified in the event of a dispute.
- Based on the quotations received, you will enter into a FX Swap with HiFX, when HiFX accepts your Order.
- Once you have agreed with HiFX over the phone to buy a FX Swap, a Confirmation of the transaction is subsequently sent to you. The Confirmation gives details of the transaction including the amount of Bought Currency, Sold Currency and the exchange rate for the near leg and far leg dates, and the Value Dates of the respective legs. We will separately notify you of any Initial Margin due. It is your obligation to review the Confirmation(s) immediately to ensure all details are accurate and to report any discrepancies within 24 hours. The contents of the Confirmation are deemed to have been accepted and cannot be disputed after 24 hours of HiFX sending the Confirmation.
- You must provide us details of your onward payment instructions (including the beneficiary's name and physical address) to enable the currency payment due to you to go directly to your nominated destination.

## 2.3. RIGHTS TO ALTER TERMS OR TERMINATE A FX SWAP

### 2.3.1 Earlier or later delivery of the FX Swap Far Leg date

HiFX may, in its absolute discretion:

- allow delivery of the far leg date element of the FX Swap earlier than the original Value Date, however that will likely result in an adjustment to the exchange rate for the far leg date element of the FX Swap.
- allow an extension to the far leg date element of the FX Swap, however, HiFX may either adjust the exchange rate or HiFX may Close Out the far leg date of the FX Swap at the existing exchange rate and enter into a new FEC (far leg date of the FX Swap) on agreed terms appropriate to the extension.

### 2.3.2 Terminating a FX Swap

A FX Swap can be terminated i.e. Closed Out before and up to the Value Date, by you entering into an equal and opposite transaction with HiFX using the prevailing market rates in the following circumstances:

- as set out in the Terms; or
- by agreement between you and HiFX.

Key Close Out events under the Terms include:

- a breach of a Term by you e.g. using a FX Swap for speculative purposes;
- your breach of a law e.g. anti-money laundering laws;
- your insolvency or bankruptcy; or
- your failure to comply with an obligation to HiFX e.g. failure to pay Initial Margin.

There are some other termination events set out in the Terms (which you should read carefully) which give us discretions. While we consider it is unlikely that we will need to rely on them except in highly unusual cases, you should be aware that we have the discretion to terminate your FX Swap in the circumstances set out in the Terms, including if:

- HiFX determines that the value of all of your FX Transactions represent a substantial net unrealised loss to you such that failure to terminate one or more of your FX Transactions will (or is likely to) materially prejudice you or your capacity to perform under the FX Transactions. This is a safety measure for you and us in the event that you are not monitoring a deteriorating position;
- HiFX determines there is a material risk of you being unable to comply with your obligations to HiFX as and when they fall due, which could be based for example, on you telling us that you will not be able to pay the remaining balance of the Sold Currency but that date has not yet occurred; or
- HiFX considers termination of one or more of your FX Transactions is necessary or desirable for HiFX's own protection, for example when volatile market conditions exist.

If we terminate your FX Swap we may set off all or any part of any money paid by you against any amount actually or contingently due and payable by you to HiFX.

A FX Swap contract is Closed Out and the Close Out gives rise to a profit, you will receive the profit amount (and any Margin you paid) and a Confirmation advising all details. If the Close Out gives rise to a loss you will be required to pay HiFX the amount of the loss. Your Margin amount held (if any) will be set off against the amount owing to HiFX 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 HiFX in consequence of the Close Out.



## 3. RISKS OF THESE DERIVATIVES

### 3.1 PRODUCT RISKS

The significant risks for an investor that arise from HiFX's FX Swap are set out below.

#### **Opportunity cost:**

Once you have fixed your exchange rate for the far leg date of the FX Swap you have locked in a rate for a future delivery date and will not be able to take advantage of subsequent favourable 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 exchange rate movements.

#### **Not a regulated market:**

The FX Transactions offered by HiFX are not covered by the rules of a regulated exchange or market. You will be unable to transfer your contract with HiFX to another party i.e., it cannot be traded on an exchange or a market. If you want to exit your FX Swap, you will need to enter into a Close Out Transaction with HiFX (refer section 2.3.2 above)

You can reduce your risk by carefully reading this PDS, the Terms and taking independent advice on the legal and financial aspects relevant to you.

#### **Failure to deliver**

The consequence of a failure by you to make a payment or delivery is that your FX Swap may be terminated by HiFX which may result in you incurring loss (refer section 2.3.2 above).

#### **Risk that your circumstances have changed**

If the reason for you entering into a FX Swap ceases to exist (for example, a contract to sell goods overseas falls through) or your foreign exchange needs change prior to the Value Date of the far leg date of your FX Swap, you may want to consider Closing Out the far leg date element of the FX Swap early as you are not able to cancel the transaction or transfer your obligations to anybody else. This may result in a loss to you if the exchange rate has moved unfavourably (refer section 2.3.2 above).

### 3.2 ISSUER RISKS

When you enter into any of HiFX's derivative products you have a counterparty or credit risk, on the basis HiFX is the product issuer, that HiFX will perform its obligations to you. Hence you are

exposed to the risk that HiFX becomes insolvent and is unable to meet its obligations under the FX Swap.

HiFX's creditworthiness has not been assessed by an approved rating agency. This means that HiFX has not received an independent opinion of its capability and willingness to repay its debts from an approved source. None of HiFX's obligations to you are guaranteed or secured by HiFX's ultimate parent company, Euronet Worldwide Inc or any other related company.

The following description helps you understand the important aspects of your counterparty risk that you are exposed to with HiFX and to assess the credit worthiness of HiFX.

#### **3.2.1. HiFX hedges its own foreign exchange exposure**

Your credit risk exposure to HiFX is partially mitigated because HiFX hedges its FX Transactions (including FX Swaps) with you and other clients, so HiFX has the funds to pay you out on settlement. HiFX is in the business of providing clients with currency services, and is not a speculative dealing business.

Once you have entered into a FX Swap with HiFX, HiFX will manage the position with its other FX transactions it has agreed to by entering into its own FX contracts (in its own name, on its own account) with one of several established banking counterparties it chooses from (referred to here as a Hedge Counterparty). This hedging does not require an exact hedge of each individual FX transaction (because there could be at any time a lot of clients' FX transactions covering a lot of combinations of variables) so the net positions are hedged by HiFX within limits and in accordance with HiFX's risk management policies, such that, over time HiFX has limited or minimal market exposure to later changes in the value of the FX transactions.

In order to enter into those transactions, HiFX is required to deposit money (as security) with the relevant Hedge Counterparty to maintain HiFX's hedge contracts. HiFX funds these payment obligations to its Hedge Counterparties from funds held in its STAs. Since HiFX hedges its net exposure to currency, individual hedge contracts generally do not relate only to one FX transaction.

### 3.2.2. Risks from HiFX's Hedge Counterparties

Your credit risk exposure to HiFX is partially mitigated because HiFX hedges with several established banking counterparties.

HiFX may use a number of Hedge Counterparties from time to time (thereby spreading the risk by not having exposure concentrated in a single counterparty).

The particular Hedge Counterparties used by HiFX may change from time to time and may not be known by HiFX in advance of your FX Transaction.

Since HiFX is liable to you as principal on your FX Swap, HiFX is exposed to the insolvency of its Hedge Counterparties, or other defaults which affect its Hedge Counterparties. It is possible that a Hedge Counterparty may become insolvent, which could affect HiFX's financial capacity to meet its obligations to you since HiFX is also exposed to those Hedge Counterparties performing their contracts with HiFX. To reduce this risk, HiFX undertakes risk management in its selection and monitoring of its Hedge Counterparties, all of whom are part of established, reputable and regulated banking groups with investment grade ratings from the leading international credit ratings agencies.

HiFX's Hedge Counterparties used for hedging activities are:

Bank of New Zealand	<a href="http://www.bnz.co.nz">www.bnz.co.nz</a>
Deutsche Bank AG	<a href="http://www.db.com">www.db.com</a>
Barclays Bank Plc	<a href="http://www.barclays.co.uk">www.barclays.co.uk</a>
Bank of America Merrill Lynch	<a href="http://www.bofaml.com">www.bofaml.com</a>

### 3.2.3. Security Trust Arrangements

Your credit risk exposure to HiFX is reduced because:

(a) For New Zealand Retail Clients, Margin we receive from you is kept in a Derivatives Investor Money Account which is a statutory pooled trust account (refer section 5 below for further information on how HiFX treats funds and property received from you);

(b) HiFX has adopted additional protection for its clients by creating a security arrangement in favour of its clients that also protect settlement money which is not protected by the Derivative Investor Money Account (refer "Additional client protection provided by HiFX for client payments" in Section 7 for further information).

### 3.2.4. Solvency of HiFX

Whenever you consider your credit risk exposure to HiFX, you should consider how to assess the solvency of HiFX.

HiFX's most recent annual directors' report and an audited annual financial report are available free on request by contacting HiFX or can be obtained from the following website:

[www.business.govt.nz/disclose](http://www.business.govt.nz/disclose).

The solvency of HiFX should not be assessed only by reference to historical financial information about HiFX. HiFX solvency also depends on managing all of its business risks, including but not limited to its capitalisation, its cash flow, its counterparty risks, its risk management systems and actual implementation of those risk management systems.

You should take into account all of those factors and not rely only on past financial statements since that could become out of date.

HiFX, under its New Zealand derivatives issuer licence, must also meet and maintain a minimum amount of capital adequacy, surplus liquid funds and net tangible assets. These conditions are imposed upon HiFX to ensure it has adequate solvency to run its business. These calculations are audited each year.

## 3.3. RISKS WHEN ENTERING OR SETTLING THE DERIVATIVES

The significant risks that arise from the processes by which FX Swaps are entered into or settled are set out below.

#### Market disruptions:

A market disruption may mean that you may be unable to deal in FX Transactions when desired, and you may suffer a loss as a result of that. Common examples of disruptions include the "crash" of a computer-based trading system.

#### Systems Risk:

HiFX relies on a number of technological solutions to provide you with efficient foreign exchange services. In this regard HiFX relies on banks and third party international settlement system providers to assist in currency transfers between accounts. HiFX does not have control over these third party systems and is not liable to you for their failure or delay.

## 4. FEES

HiFX does not charge commissions or a fee for you to enter into a FX Swap. HiFX earns its revenue from the spread between the rate HiFX achieves on its Hedge Contracts with its Hedge Counterparties and your FX Swap price. The spread you pay is built into our exchange rates.

This spread will vary in accordance with:

- the size of the FX transaction (the larger the transaction size the smaller the spread)
- the currencies involved (major currencies have smaller spreads than minor currencies)
- and the Value Date (the longer the period until we exchange currencies the larger the spread)

The spread is determined at the time you enter into a FX Swap, is payable as part of the contract and is paid when you make payment for the contract.

### 4.1. TRANSFER FEE

No fee is charged by HiFX under its HiFX or Currency Online brands for the onward payment of your purchased currency unless the Sold Currency amount of your transaction is below NZD\$10,000.00 (or its foreign currency equivalent) called a Transfer Threshold. HiFX does not charge any fees on transactions under its XE brand. If the Sold Currency amount is below the Transfer Threshold, we may charge you a Transfer Fee of between NZD\$15.00 to NZD\$25.00 per transfer (or its foreign currency equivalent).

HiFX will advise you of the Transfer Fee (if applicable) at the time you enter into a FX Transaction. If a Transfer Fee is applicable, it will be added to the amount of the Sold Currency you are required to send us on the Value Date of your FX Transaction.

A summary of our fees charged can be found on our respective websites at the following links:

[www.hifx.co.nz/~media/files/our\\_fees.ashx](http://www.hifx.co.nz/~media/files/our_fees.ashx)

<http://www.currencyonline.com/services.aspx>

Example of how the Transfer Fee applies:

- Near leg date - if the Sold Currency amount is NZD\$9,000.00, and the Transaction was done via the telephone or an email instruction, the Transfer Fee is NZD\$15.00 and will be added to the amount of the Sold Currency. In this case, the total amount payable will be NZD\$9,015.00.
- Far Leg date - if the Sold Currency amount is AUD\$9,600.00, and the Transaction was done via the telephone or an email instruction, the Transfer Fee is AUD\$15.00 and will be added to the amount of the Sold Currency. In this case, the total amount payable will be AUD\$9,615.00

In any event, HiFX will advise you of any transfer fee (if applicable) at the time of your Order;

- If the Sold Currency amount (in either the near or far leg dates) is NZD\$10,000.00 (or greater), there is no transfer fee since this amount is above the Transfer Threshold and does not attract a transfer fee.

The above example provides an example of one situation only and does not reflect the specific circumstances or the obligations that may arise under a derivative entered into by you.

We may charge additional Transfer Fees of up to NZD\$25.00 (or its foreign currency equivalent) per transfer if you request us to transfer money to more than one person or entity after settling a FX Swap.

Where a Transfer Fee(s) is (are) payable it will be added to the amount you are required to settle on the Value Date of your FX Swap.

## **4.2. THIRD PARTY FEES**

In some cases, we may not be able to send your payment directly to your beneficiary's bank and will use a correspondent bank to make the payment. This will occur for most international payments. The correspondent bank may charge a fee for making the payment to the beneficiary's bank. Those fees may be charged on the payment being made and deducted from the amount remitted to the beneficiary's bank. The beneficiary's bank may also deduct or charge a fee upon receiving a payment sent by us. These third party fees are beyond our control; we receive no benefit from them and we cannot necessarily predict when they will be charged or the amount of the fees. You therefore need to bear in mind that the amount you are sending may not always be exactly the same as the amount received into the beneficiary's account.

## **4.3. INTEREST**

HiFX charges interest on overdue amounts on a daily basis at the rate of five percent per annum above HIFX's principal bank's base lending rate from time to time, from and including the due date until payment is received in cleared funds. This rate is available from HIFX on request.

## 5. HOW HIFX TREATS FUNDS AND PROPERTY RECEIVED FROM YOU

All payments we receive from you in connection with FX Swaps (including Margin and settlement payments after entering into a FX Swap) will be applied by HiFX as payment or part payment (as applicable) for your FX Swap and will be added to the balance of your Account.

Each payment is paid by you to one of HiFX's own bank accounts. We call these HiFX bank accounts "Security Trust Accounts" (STAs) because we have put in place a security over these accounts that is held by a trustee in favour of our clients with whom we have outstanding obligations.

### Derivatives Investor Money

**New Zealand Retail Clients:** Payments we receive from you for Margin (even though this is a part payment to us) or other payments we receive from you in connection with a FX Swap that is not a payment to us on our own account are all "Derivatives Investor Money" for the purposes of the Financial Markets Conduct Act 2013 (**Derivatives Investor Money**). We are required by law to hold Derivatives Investor Money (for New Zealand Retail Clients only) in trust for you in a trust bank account (a **Derivatives Investor Money Account**) we operate for this purpose. The following paragraphs describe how we hold and deal with Derivatives Investor Money.

Each day HiFX establishes the amount of Margin and other Derivatives Investor Money it has received from you and its other clients for any outstanding FX Swaps or other derivatives. HiFX ensures this amount is held in trust in a pooled Derivatives Investor Money Account by promptly paying into or transferring from this account sufficient money to ensure that the Derivatives Investor Money Account holds the required amount. Derivatives Investor Money ceases to be held on trust when it is used to settle your FX Swap.

The moneys kept in a Derivatives Investor Money Account are segregated from HiFX's own funds and are held on trust for the relevant clients. The accounts are pooled trust accounts because the funds are pooled together for clients rather than being held in a separate bank account for each client.

HiFX does not use "Derivatives Investor Money" for hedging activities.

**Clients who are not New Zealand Retail Clients:** Your Margin funds are held in our STAs and you receive the benefit of the first ranking security we have granted over our STAs in favour of our clients. Please refer to Section 7 for information on these security arrangements and the circumstances in which we may use funds in a STA.

### No Interest on funds held

We do not pay interest on Margin payments or any funds we otherwise hold for you. HiFX retains any interest earned on these payments and funds, including funds held in the Derivatives Investor Money Accounts.

## 6. ABOUT HIFX

HiFX was established in March 2001 and operates from Auckland, New Zealand. HiFX's ultimate parent company is Euronet Worldwide Inc. Euronet Worldwide Inc. has been listed on the NASDAQ (EFT) since 1997 and has a market capitalisation in excess of USD \$3 billion as at the date of this PDS. The Euronet group of companies specialises in electronic payment processing and distribution and employs over 4,300 people worldwide and services clients in 155 countries. None of HiFX's obligations to you are guaranteed or secured by Euronet Worldwide Inc. or any other related company.

HiFX specialises in providing foreign currency dealing services to both corporate and individual clients who need to buy or sell foreign currencies for a commercial purpose or take physical delivery of the currency purchased i.e. as part of their day-to-day activities, thereby needing to settle foreign invoices (payments) and convert foreign currency receipts.

HiFX provides financial services in:

- Non-derivative products (Spot FX Transactions); and
- Derivative products (FX Swaps, FECs and FX Options).

HiFX operates under the following trading names; HiFX, Currency Online and XE.

HiFX and its related companies have offices in New Zealand, Australia, UK, Spain and the USA.

HiFX holds a Derivatives Issuer Licence issued by the New Zealand Financial Market Authority.

HiFX holds an Australian Financial Services Licence (AFSL), No. 240914 under which it is authorised to provide financial product advice in respect of, deal in, and make a market for Foreign Exchange and derivative products. This licence was issued to HiFX by the Australian Securities and Investments Commission.

HiFX is a registered Financial Service Provider under the Financial Services Providers (Registration and Dispute Resolution) Act 2008 – FSP Number FSP94961.

FX Swaps are requested, agreed, issued and managed on the terms set out in our Terms. It is important that you read and understand our Terms.

We recommend that you contact us if you have any questions arising from this PDS or the Terms prior to entering into any FX Swap with us. HiFX recommends that you consult your adviser or obtain independent advice before undertaking a FX Swap.

HiFX's contact details are:

**HiFX Limited**

**Level 4**

**32 Mahuhu Crescent**

**Auckland**

**New Zealand**

**Telephone:** (Int) +64 (0) 9 306 3700

**Facsimile:** (Int) +64 (0) 9 306 3701

**Email:** [info@hifx.co.nz](mailto:info@hifx.co.nz)

**Websites:** [www.hifx.co.nz](http://www.hifx.co.nz)

[www.currencyonline.com](http://www.currencyonline.com)

[www.xe.com](http://www.xe.com)

## 7. ADDITIONAL CLIENT PROTECTION PROVIDED BY HIFX FOR CLIENT PAYMENTS

Not all of HiFX's client payments received are subject to the Derivatives Investor Money provisions of the Financial Markets Conduct Act 2013 (e.g. payments for Spot FX Transactions and settlement payments) and hence need not be held in trust for you, nor do they need to be in a separate segregated bank account.

HiFX considers client protection to be of paramount importance so as to maintain its clients' confidence and therefore has, despite not being required to by current legislation, given its clients protection by creating a first ranking security in favour of clients.

In summary:

a) Money received or paid by HiFX for FX Transactions are only paid into and out of one of a number of bank accounts which we call "Security Trust Accounts" (STAs).

b) Each STA is subject to a first ranking (subject only to claims of creditors of HiFX who have a statutory preference that cannot be excluded) security held by a trustee in favour of you and HiFX's other clients under a trust deed.

c) STAs are not trust accounts but HiFX's ability to use funds in each STA is restricted by the terms of your Account with HiFX and is always subject to the first ranking security and the trust deed.

HiFX may use funds from a STA from time to time in the ordinary course of its business but only for one or more of the following purposes:

- To withdraw Derivatives Investor Money and pay this into a Derivatives Investor Money Account;
- To meet its obligations for the settlement of transactions with its clients in accordance with the applicable terms;
- To meet its obligations owed to its Hedge Counterparties in respect of Hedge Contracts, including in respect of payments by way of absolute transfer of funds or by way of security or collateral as support for HiFX's obligations under its Hedge Contracts;

- To pay bank charges, government taxes or levies on or in respect of that STA or as reasonably allocated to that STA;

- To withdraw any interest credited to the STA;

- To pay itself or otherwise to appropriate for its own uses amounts surplus to the amounts actually or contingently needed or reasonably likely to be needed to meet all of its obligations on all foreign exchange transactions with its clients and to meet all of its obligations on all Hedge Contracts, in either case as at the time of that withdrawal, but in all cases always subject to the terms of first ranking security and the trust deed.

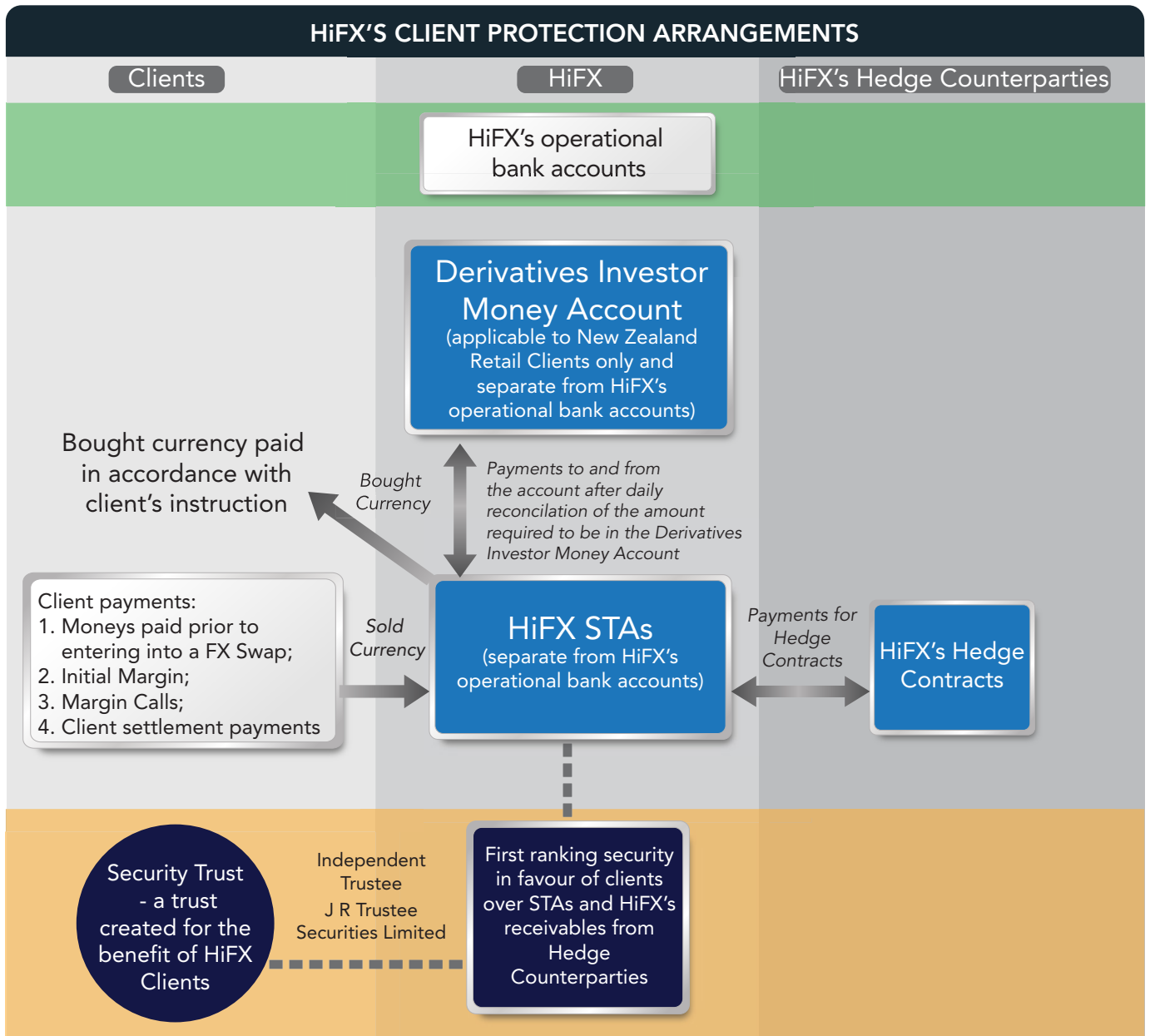
d) The Trustee (JR Trustee Securities Limited) also holds for the benefit of HiFX's clients' first ranking security over the Hedge Contracts.

Without this security arrangement, clients would be unsecured creditors of HiFX for any unpaid amounts owing to them (other than in respect of Derivatives Investor Money which is held on trust as described above). The first ranking security ensures that HiFX's clients have first priority to the funds in the STAs and the money received from HiFX's Hedge Counterparties during any insolvency of HiFX, subject only to claims of creditors of HiFX who have a statutory preference that cannot be excluded (e.g. preferential claims from governmental revenue authorities and employees).

Full terms of the security and trust arrangement are available free of charge on request, or alternatively they are available on the disclose register

[www.business.govt.nz/disclose](http://www.business.govt.nz/disclose).

The client payments, FX Transaction flows and client protection arrangements are depicted as follows:





## 8. HOW TO COMPLAIN

HiFX wants to know about any problems you may have with the service provided to you 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:

### Lodging a complaint

You can lodge a complaint by contacting HiFX as follows:

- a. By e-mail: [compliancenz@hifx.co.nz](mailto:compliancenz@hifx.co.nz)
- b. By phone: 0800 394 439 or +64 9 306 3700
- c. By fax: +64 9 306 3701
- d. By post: PO Box 7646, Wellesley Street, Auckland, New Zealand

To help us investigate and resolve your complaint effectively, please provide us with the following information with your complaint:

- a. Your full name, address and contact phone number(s);
- b. Your account number
- c. A description of your complaint;
- d. Any additional documentation or information that may support your complaint and assist us to resolve it; and
- e. How you would like us to address your complaint.

### Complaint handling process

If we receive your complaint in writing we will acknowledge receipt of it immediately. HiFX will attempt to resolve your complaint within 5 days. If you are dissatisfied with how we dealt with your complaint, please let us know and we will undertake a further review of your concerns.

HiFX is a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs. If HiFX is unable to adequately resolve your complaint after 40 days of the complaint having been made, you have the right to refer the complaint to FSCL either verbally, via email or in writing. This scheme will not charge a fee to you to investigate or resolve a complaint. FSCL's contact details are as follows:

**Financial Services Complaints Limited**

**PO Box 5967**

**Wellington 6145**

**Email: [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz)**

**Telephone: 0800 347 257**

**Fax: (04) 472 3728**

## 9. WHERE YOU CAN FIND MORE INFORMATION

Further information relating to HiFX and FX Swaps is available from the disclose register (for example, financial statements).

A copy of information on the disclose register is available on request to the Registrar. The Internet site address for the disclose register is

**[www.business.govt.nz/disclose](http://www.business.govt.nz/disclose)**.

A copy of the following information is available free of charge on written request to HiFX (email: [info@hifx.co.nz](mailto:info@hifx.co.nz)):

- HiFX's most recent annual directors' report and audited annual financial report and
- The security and trust documentation referred to in section 7.

## 10. HOW YOU ENTER INTO A CLIENT AGREEMENT

In order to transact with us and enter into a FX Swap you will first need to establish an Account by completing a HiFX, Currency Online or XE Account application form, provide us with the necessary identity documents (if applicable) and agree to our client agreement Terms.

The application form can be completed -

- Online via HiFX's website [www.hifx.co.nz](http://www.hifx.co.nz) or Currency Online's website [www.currencyonline.com](http://www.currencyonline.com) or XE's website [www.xe.com](http://www.xe.com); or
- By completing a paper based form available by contacting us directly and returning the form to HiFX once completed.

At the time of applying for an Account you will be provided with this PDS and our standard Terms.

By opening an Account, you agree to our Terms. The Terms govern your FX Swap (described by this PDS). When your application is accepted by HiFX, the Terms act as an agreement between you and us. A copy of the Terms is also available on our websites at [www.hifx.co.nz](http://www.hifx.co.nz), [www.currencyonline.com](http://www.currencyonline.com) or [www.xe.com](http://www.xe.com). You will be provided with an account number and security information so you can log onto HiFX, Currency Online or XE's online transactional platform and, amongst other things, undertake a FX Transaction.

## 11. GLOSSARY OF TERMS

**Account** means a running account maintained by HiFX for the purpose of recording credits and debits in relation to FX Transactions (including FECs and FX Swaps), Margin and other financial requirements.

**Bought Currency** means the amount of currency to be received by the client in return for the Sold Currency.

**Business Day** means a business day as defined in the Terms.

**Close Out** means to enter into an equal and opposite FX Transaction (but with HiFX using prevailing market rates) with the effect of terminating the original FX Transaction.

**Confirmation** means HiFX's electronic or other written notification sent to the client setting out the details of a FX Transaction, or onward payment on behalf of the client.

**Currency Online** means Currency Online, a trading name of HiFX Limited (New Zealand Company number 1121503).

**Derivatives Investor Money** and **Derivatives Investor Money Account** have the meaning set out in Section 5 of this document.

**FEC** means a FX Transaction whose Value Date is not less than three Business Days after the transaction is agreed.

**FX Option** means an agreement by which the client has the right but not the obligation to enter into a FX Transaction with HiFX.

**FX Swap** means a foreign exchange swap contract provided by HiFX as more particularly described in this PDS.

**FX Transaction** means any transaction between HiFX, you or another client (as applicable) to purchase and deliver currency (including Spot FX Contracts, FX Swaps and FECs).

**Hedge Contract** means a contract or other instrument between HiFX and a Hedge Counterparty concluded for the purpose of hedging HiFX's exposure to foreign exchange transactions with clients.

**Hedge Counterparty** means any bank, related body corporate of a bank or other regulated financial corporation which is a counterparty to HiFX in its contractual dealings to hedge its

exposure to foreign exchange transactions with clients.

**Initial Margin** means the Margin you are required to pay upfront to HiFX after entering into a FEC or FX Swap.

**Margin** means the amount of the Sold Currency you are required to pay to HiFX as security for your FX Swap. Margin is part payment for the Bought Currency.

**Margin Call** means a direction by HiFX to you to pay an additional amount (not exceeding the full amount of the Sold Currency) by way of Margin.

**New Zealand Retail Client** means a client of HiFX that resides in New Zealand and who is not a "wholesale client" for the purposes of the Financial Markets Conduct Act 2013.

**Order** means the client's request for a FX Transaction or FX Option.

**Sold Currency** means the amount of currency to be paid by the client in return for the Bought Currency.

**Spot FX Transaction** means a FX Transaction where the Value Date is two Business Days after the date the client's Order is accepted.

**Spot Rate** means the exchange rate at which one currency is to be sold by the Client and another currency purchased by the Client under a Spot FX Transaction.

**STA** has the meaning set out in Section 7 of this document.

**Terms** means HiFX's standard client terms applying from time to time and which will apply to all transactions between you and HiFX.

**Transfer Threshold** means the range (or ranges) listed on HiFX's website as attracting a Transfer Fee if the amount of the Sold Currency transacted falls within that range.

**Transfer Fee** means the fee listed on HiFX's website charged by HiFX (in Sold Currency) when the amount of the Sold Currency transferred falls within the Transfer Threshold.

**Value Date** means the date specified by HiFX on which the FX Transaction settles.

**XE** means XE, a trading name of HiFX Limited (New Zealand Company number 1121503).