



# **Sky Alliance Markets**

## **Product Disclosure Statement**

**ISSUE DATE:** 1 July 2020

# **Introduction**

This document is Sky Alliance Markets' Product Disclosure Statement (PDS) for derivatives and foreign exchange products. This PDS is available on the Internet at [www.skyallmarkets.com](http://www.skyallmarkets.com). Paper copies of this PDS will be sent by us to any person on request and free of charge. To obtain a paper copy free of charge, please contact us through the contact details given in this PDS.

This PDS is not an offer to sell or invitation to treat in relation to the products in any place in which, or to any person to whom, it would not be lawful to make that offer or invitation. The distribution of this PDS outside Canada may be restricted by the laws of places where it is distributed and therefore persons into whose possession this document comes should seek advice on and observe those restrictions. Failure to comply with relevant restrictions may violate those laws.

This PDS seeks to explain to you about our products in a clear, concise, and effective manner. Given that derivatives and foreign exchange products are complex areas of the financial markets, you are referred to the glossary on our website at [www.skyallmarkets.com](http://www.skyallmarkets.com) to assist your greater understanding. When we use the terms 'Sky Alliance Markets', 'we', 'us' or 'our' in this PDS the reference is to Sky Alliance Markets Limited. i.e. the issuer of the foreign exchange products. When we use the term "you" we mean you as the user of our products. When we refer to "client" we mean you or another user of Sky Alliance Markets products as applicable.

This PDS is an important document and provides you with key information about our foreign exchange and commodity derivative products.

Before trading in the products referred to in this PDS you should give consideration to your objectives, financial situation and needs. We recommend that you take all reasonable steps to fully understand the possible outcomes of trades and strategies in relation to utilizing the Sky Alliance Markets trading platform. You should also be aware of the risks involved and be satisfied that trading in our products is suitable for you in view of your financial circumstances.

## **1: Client Qualification.**

Sky Alliance Markets maintains and applies a written "Client qualification" policy which:

- (a) Sets out the minimum qualification criteria that prospective investors will need to demonstrate before we will permit you to commence trading with us;

(b) Outlines the processes Sky Alliance Markets has in place to ensure that prospective investors who do not meet the qualification criteria and thus, assessed by us as "unsuitable" are not accepted as a client and trade in our products

## **2: Opening Collateral.**

Sky Alliance Markets accepts many payment methods to meet all client's requirements.

Clients cannot trade until such time that you have passed the suitability test and your identification has been verified by an account manager.

## **3: Counterparty Risk – Hedging.**

Sky Alliance Markets looking to maintains and applies a written policy to manage our exposure to market risk from client positions. This policy is available on our website and described below.

Given you are dealing with Sky Alliance Markets as counterparty to every transaction, you will have an exposure to us in relation to each transaction if we are not ready, willing or able to meet our obligations.

You are reliant on Sky Alliance Markets' ability to meet its counterparty obligations to you to settle the relevant contract. Sky Alliance Markets limits this exposure by hedging its exposure to its clients by entering opposite transactions as principal in the wholesale market in relation to its exposures with clients. Sky Alliance Markets is then exposed to counterparty risk with that hedging party.

Sky Alliance Markets' policy to manage our exposure to market risk from client positions is to offset (hedge) all of its client's trades with its parent company, Sky Alliance Markets Ltd i.e. on a back-to-back basis. Thus, there is limited risk to Sky Alliance Markets.

In turn Sky Alliance Markets Ltd centrally manages the exposure it must Sky Alliance Markets and other entities by aggregating its exposure and internally offsetting client trades with each other. Any net exposure of Sky Alliance Markets Ltd is then hedged by Sky Alliance Markets with one or more of its liquidity providers. These liquidity providers are chosen based on their ability to provide liquidity in the underlying market as well as the strength of their balance sheet.

## **4: Counterparty Risk – Financial Resources.**

Sky Alliance Markets maintains and applies a written policy which details how we monitor our compliance with our license conditions in relation to financial requirements.

Sky Alliance Markets does undertake stress testing to ensure we hold sufficient liquid funds to withstand adverse market movements which forms part of this. Additionally, Sky Alliance Markets maintains sufficient financial resources to meet its financial obligations to its clients. This is met through the use of a financial buffer that historically has been the equivalent of all of our client's exposure in the forex market.

You should satisfy yourself that Sky Alliance Markets is able to meet its obligation to you. You can assess Sky Alliance Markets' financial ability to meet its financial obligations by reviewing its financial statements. Should you wish to be provided with a copy of the most recent audited Balance Sheet and Profit and Loss Statement of Sky Alliance Markets for you to review then please request this information directly from us and we will provide it to you free of charge.

## **5: Client Money.**

Sky Alliance Markets maintains and applies a clear policy with respect to the use of client money.

## **6: Suspended or Halted Underlying Assets.**

Sky Alliance Markets meets this as it is our policy that no new positions can be opened where there is trading halt over the underlying asset or trading in the underlying asset has been suspended on the relevant exchange upon which the underlying stock is listed.

The underlying assets of the currency and commodity products offered by Sky Alliance Markets are not traded on any central exchange and hence, trading will not be halted or suspended.

However, in the case of one of our derivative products i.e. Pair Trading, should trading in an underlying stock in the Pair be halted or suspended from trading on the relevant exchange upon which the underlying stock is listed, no new positions can be opened and existing open positions cannot be closed early. Sky Alliance Markets will determine from an independent third party (for example, the ASX) the price at which the stock closed, and any open positions will be priced using these quotes and expiration will result as per normal. If Sky Alliance Markets is not able to independently determine the closing level for the stock, then all trades will be voided and the last quoted price will be returned to the client. In the case of a stock split, reverse split or a dividend payment by one or more of the underlying stocks, the price will be adjusted accordingly.

## **7: Margin Calls.**

Sky Alliance Markets maintains and applies a written policy setting out our margining practices which details:

- (a) how we monitor client accounts to ensure we receive early notice of accounts likely to be on margin call;
- (b) our rights to exercise including the right to make a margin call and close out client positions; and
- (c) when we may exercise our rights and what factors we consider when exercising our rights.

All clients will be subject to margin obligations.

Initial margin means the initial deposit (an upfront payment) of funds required by Sky Alliance Markets to cover the risk to Sky Alliance Markets and as security for the client's obligations. Furthermore, additional margin (also known as variation margin) may be payable in the event of adverse market movements to keep the position open.

Positions are monitored by Sky Alliance Markets on a mark to market basis to account for any market movements. If the value of the position moves against you then you will be required to "top up" the initial margin and, if so, you will be subject to a margin call i.e. to pay additional margin. Margin calls are made by Sky Alliance Markets (by phone, email) or in the case of clients using the MT4 platform the notification is electronic and via the MT4 platform.

Our margining policy requires us to take reasonable steps to notify clients before we close out a client's position. These steps may include contacting you either via phone, email.

If you have any questions in relation to this PDS, please do not hesitate to contact us through the contact details in this PDS.

For a glossary of common terms used in this PDS please refer to our website.

## **1. What Products does this PDS cover?**

This is a PDS for foreign exchange, financial and commodity derivative products provided by Sky Alliance Markets. These are "OTC" products.

Foreign exchange is essentially about exchanging one currency for another at an agreed rate. The exchange rate is the price of one currency in terms of another currency such as the price of the Australian dollar in terms of the US dollar. For example, if the current exchange rate for the Australian dollar as against the US dollar is AUD/USD 0.7500, this means that one Australian dollar is equal to, or can be exchanged for, 75 US cents.

Sky Alliance Markets products do not result in the physical delivery of the underlying asset but are cash adjusted or closed by the client taking an offsetting opposite position i.e. there is not a physical exchange of one currency for another. Positions will always be closed and the

client's account will be either credited or debited according to the profit or loss of the trade. Should a transaction be held to expiry [i.e. the nominated forward date] then it is cash settled according to the closing price of that currency, as quoted by Sky Alliance Markets, on that particular day.

## **Foreign exchange**

### **Day-Trading:**

A Day-Trading transaction is a currency exchange deal which renews automatically every night at 22:00 (GMT time) starting the day the deal is made and until it ends. The deal ends in one of the following events:

- Termination initiated by you.
- The Day-Trading rate has reached the stop loss or take profit rate you predefined.
- The deal end date.

### **Forward Contracts:**

A forward contract is an agreement to buy or sell a specified amount of a commodity or financial instrument at a fixed price sometime in the future.

A forward contract offered by Sky Alliance Markets is a currency rate deal where the settlement date is later than two working days after the date of entering the transaction (under the Corporations Act 2001, these products are classified as "derivatives").

Each transaction agreed and entered into with a client will be entered into as principal. Sky Alliance Markets will be making a market in its products as it will regularly state the price at which it is prepared to deal with the client as principal.

When trading Sky Alliance Markets products you should be aware of the risks and benefits (as set out in this PDS). The PDS provided are only provided for illustrative purposes and use figures which attempt to demonstrate how the relevant Sky Alliance Markets products work. Those figures do not necessarily reflect Sky Alliance Markets' or your personal circumstances and do not restrict in any manner the way in which Sky Alliance Markets may exercise its powers or discretions. Those examples do not constitute general or personal financial product advice to any person reading this PDS.

### **Commodities:**

The Commodities Tab on the Sky Alliance Markets online trading platform allows the client to trade both energy and soft commodities. These commodities are traded in a similar manner as a futures contract, quoted in US dollars and with a distinct monthly or quarterly expiry.

Trading hours are daily apart from a three hour break each night and the deals renew automatically, every night at 22:00 hours (GMT time) unless specified at the time of placing the deal.

Example:

To illustrate how a commodity derivative is traded, let's assume that you believe that Oil prices are set to rise. Using the Sky Alliance Markets trading platform you place a trade to buy the US standard for Oil Trading, WTI (West Texas Intermediary). The amount that you wish to trade is 2500 barrels of Oil at the current market price of USD 88 .00. In order to execute this trade you can set the maximum amount (margin) you are prepared to risk, say USD 2,500 (approx. AUD 2,497 assuming an exchange rate of 1.0010 between the US dollar and the Australian dollar). The amount of margin that you select (in this case USD 2,500) will determine the rate at which your stop loss order will be triggered. By increasing or decreasing this margin amount, the stop loss rate will also increase or decrease. Thus, in this example, the amount of USD 2,500 will be converted from an amount of loss you are prepared to accept, in dollar terms, to a stop loss rate set at USD 87.00. This is a guaranteed stop loss (for further explanation of this guarantee, please see page 12 of this PDS). Should the market fall to this price, your stop loss order will be triggered and you will lose the amount you were prepared to risk (USD 2,500), no more. Now let's look at what happens if the deal closes at various prices:

- The Oil price falls to USD 87.00. In this case the deal has been terminated because your pre-defined stop loss has been triggered resulting in a loss of USD 2,500 or AUD 2,497 as per our previous calculation.
- At the time of expiry, Oil is traded at 87.80. In this case you lose USD 500 or AUD 499.50. This amount is based on a 20 cent difference between the entry and exit price multiplied by the number of barrels and then divided by the exchange rate between the US and Australian currency (again assuming an unchanged exchange rate of 1.0010 cents).
- The Oil price at expiry is USD 89.10. In this case you have a profit of USD 2,750 or AUD 2747.25. The amount is the difference between the entry and exit price of your trade, (in this case a difference of USD 1.10) multiplied by the number of barrels and then divided by the exchange rate (again assuming an unchanged rate of 1.0010).
- It should be noted that the last two examples assume that you decide to hold the Oil position till expiry. This does not necessarily have to be the case. Like all Sky Alliance Markets products, you may close your positions at any time should it be in profit or loss.

## 2. Purpose of Sky Alliance Markets Products

Foreign exchange exposures may arise from a number of different activities.

A person going on a holiday to another country has the risk that if that country's currency appreciates against their own, their trip will be more expensive.

An exporter who sells its product priced in foreign currency has the risk that if the value of that foreign currency falls then the revenues in the exporter's home currency will be lower.

An importer who buys goods priced in foreign currency has the risk that the foreign currency will appreciate thereby making the cost, in local currency terms, greater than expected.

In each of the above examples, the person or the company is exposed to currency risk.

Currency risk is the risk that arises from international travelling or business which may be adversely affected by fluctuations in exchange rates. Sky Alliance Markets offers its clients the facility to buy or sell foreign exchange products to manage this risk.

This enables clients to protect themselves against adverse currency swings, yet secure enhanced exchange rates when offered, thereby protecting the profit margin made by the corporate during the business transaction relating to the foreign currency trade or protecting the cost of the client's international holiday in the case of the traveler.

Sky Alliance Markets products may also be used for speculative purposes. A client may take a view of a particular market (being a Currency, Commodity or Pair Trading) or the markets in general and therefore invest in our products according to this belief in anticipation of making a profit.

### **3. How are Prices for Sky Alliance Markets Products Calculated?**

The calculation of the price to be paid (or the payout to be received) for products offered by Sky Alliance Markets, at the time the contract is purchased or sold, will be based on Sky Alliance Markets' closest estimate of market prices and the expected level of interest rates.

The calculation will include a spread in favour of Sky Alliance Markets. The contract prices (or the payout amounts) offered to clients hedging, trading or speculating on market prices may differ from prices available in the primary or underlying markets where contracts are traded. This is due to the spread favoring Sky Alliance Markets in the price calculation. Sky Alliance Markets acts as a market maker and not a broker and makes its earnings from the spreads that are embedded in the currency rates. Different spreads are used depending on the value of the transaction. Sky Alliance Markets earns its income from the business spread or margin that we apply to our Products. This is the difference between the rate at which we buy and sell the financial instruments, and will depend on factors such as the size of the trade and prevailing market rates. This spread is incorporated into the rates quoted to you and is not an

additional charge or fee payable by you. Different spreads are used depending on the value of the transaction.

Contract payouts shall be determined by Sky Alliance Markets by reference to the daily values reported on our website relevant to the interbank trading data received by us for foreign exchange quotes and by the price data received by us for stock, currency and commodity prices. Sky Alliance Markets reserves the right to make corrections to such data in the event of mis-priced or typographically incorrect data.

Sky Alliance Markets does not provide a market amongst or between clients for investments or speculations. Each Product purchased (or sold) by a client is an individual agreement made between that client and Sky Alliance Markets as a principal and is not transferable, negotiable or assignable to or with any third party.

#### **4. How are the Sky Alliance Markets Products Traded?**

Sky Alliance Markets provides its own online mobile and desktop trading platforms, enabling clients to trade with our Products.

MT4 is a software-based platform designed for advanced traders looking for extensive technical analysis tools. For further information on MT4 please refer to our standard Terms and Conditions available on Sky Alliance Markets' website.

The foreign exchange products offered by Sky Alliance Markets are Day Trading and Forward Contracts. Let's look at some examples.

#### **Day Trading:**

The Day-Trading zone on the Sky Alliance Markets online trading platform allows you to perform daily currency rate deals on all major currencies such as AUD/USD and EUR/USD, cross currencies such as EUR/JPY and GBP/AUD and traditional mediums of exchange, notably GOLD (XAU/USD) and SILVER (XAG/USD). The deal renews automatically, every night at 22:00 (GMT time), until the deal ends as specified on each deal.

#### **Example**

Let's assume that you believe that the AUD would go up compared with the USD. You want to buy USD 50,000 worth of AUD and are willing to risk AUD1,000. You could purchase a Day Trading deal as follows; Buy AUD and Sell USD at an exchange rate of 1.0030 USD per AUD. By selecting the AUD1,000 as the amount. You are willing to risk, automatically, a stop loss order is generated at a rate of ..9833. This AUD1,000 is the maximum amount you could

lose, nothing more. At the exchange rate of . 1.0030 USD50,000 equals AUD 49,850.49, at the automatic stop loss exchange of . .9833, USD50,000 equals AUD 50,849.18, which is within the maximum at risk AUD1,000. Remember we are looking for the AUD to appreciate against the USD.

Let's examine what happens when the deal ends, at various exchange rates:

- The exchange rate is. .9750. In this case, the deal has been terminated at your pre-defined stop loss of. .9833. You have lost AUD1,000, the amount you were willing to risk. It is worth noting that without the top loss your losses at this rate would be AUD 1431.56 which is the difference between USD50,000 converted at . 1.0030 (AUD 49,850.49) and USD50,000 converted at . .9750 (AUD 51,282.05).
- The exchange rate is .9985. In this case, you lose only AUD 224.62. This amount is the difference between USD50,000 converted at . 1.0030 (AUD 49,850.49) and USD50,000 converted at . .9985 (AUD 50,075.11).
- The exchange rate is . 1.0120. You have made a profit of AUD 443.38. This amount is the difference between USD50,000 converted at . 1.0030 (AUD 49,850.49) and USD50,000 converted at . 1.0120 (AUD 49407.11).

### **Forward Contract:**

Forward foreign exchange contracts are generally used by importers, exporters and investors who seek to lock in exchange rates for a future date in order to hedge their foreign currency cash flows. However, it is not only hedgers who can benefit from forward contracts. Any person may purchase a forward contract, if he / she is prepared to take a risk for the possibility of making a profit or incurring a loss.

The forward contract trading zone on the Sky Alliance Markets online trading platform allows a client to perform future currency rate deals. If the client does not close the deal, it will exist until its pre-set date of maturity, or until the stop loss, take profit or limit price reaches the pre-determined rate, whichever comes first.

### **Example**

Let's assume that you are in the Import-Export business and are uncertain and concerned about future fluctuations in currency exchange rates and you have contracted to purchase inventory for the price of USD100,000 payable in 30 days time.

At Sky Alliance Markets you can lock in a specific future exchange rate, in order to avoid the unknown impacts arising from exchange rate fluctuations. For example, you are worried about increase of the USD compared to the Australian dollar.

You want to ensure the rate for a purchase of USD100,000 in a later date, say 30 days from today (you may actually select a date that can be any business day up to three months from today's date). You could purchase a forward contract, buying USD100,000 and selling Australian Dollars, dated 30 days from today at USD 0.9986 per Australian dollar.

First of all, you enter into a forward contract and have ensured the exchange rate of 0.9986 for the date 30 days from today. Nothing can change that. Let's assume you have entered a pre-defined stop loss order at say, 1.0189. Let's examine what happens when the deal ends, at various exchange rates:

- The exchange rate sometime during the pre-set period of 30 days, reached 0.1.02. In this case, the deal has been terminated at your pre-defined stop loss rate of 0.1.0189. You have lost AUD \$1,995.13, the amount you were willing to risk. This amount is the difference between USD100,000 converted at 0.9986 (AUD 100,140.19) and USD100,000 converted at 1.0189 (AUD 98,145.06).
- The exchange rate at the specified date is 1.0050. In this case, you lose only AUD 637.70. This amount is the difference between USD100,000 converted at 0.9986 (AUD 100,140.19) and USD100,000 converted at 1.0050 (AUD 99,502.49).
- The exchange rate at the specified date is . 0.96 You have made a profit of AUD 4,026.47. This amount is the difference between USD100,000 converted at 0.9986 (AUD 100,140.19) and USD100,000 converted at 0.96 (AUD 104,166.66).

In the examples above, if this was a hedging transaction, the loss (or profit) on the forward contract would be offset against the lower (or higher) price you physically had to pay for the equipment based on the exchange rate in 30 days time.

## 5. Margin Obligations

Forward contracts will be subject to margin obligations.

Initial margin means the initial deposit (an upfront payment) of funds required by Sky Alliance Markets to cover the risk to Sky Alliance Markets and as security for the client's obligations. Furthermore, additional margin (also known as variation margin) may be payable in the event of adverse market movements to keep the position open.

Positions are monitored by Sky Alliance Markets on a mark to market basis to account for any market movements. If the value of the position moves against you then you will be required to "top up" the initial margin and, if so, you will be subject to a margin call and need to pay additional margin.

**Our margining policy is summarized as follows:**

You will only be allowed to deal in and maintain positions on the basis of cleared funds being provided for your margin obligations. Margin calls can be made by Sky Alliance Markets at any time and in any manner (e.g. by phone, email or electronic means via your platform) and you are responsible for ensuring that they are met.

Sky Alliance Markets has the right to limit the size of your open positions, whether on a net or gross basis under any circumstances as determined by Sky Alliance Markets. Sky Alliance Markets also has the right to refuse any request made by you to place an order to establish a position at any time at Sky Alliance Markets' discretion without having to give you notice.

If the equity balance in your MT4 account falls below 20 percent of your margin requirement, the MT4 system will automatically start liquidating positions with the largest losses closed first in order to free up additional margin. This process is electronic and Sky Alliance Markets does not actively monitor your positions or account. Additionally, Sky Alliance Markets may change the margin requirements at its discretion during periods of increased volatility.

## **6. Costs of Foreign Exchange Products**

Sky Alliance Markets do not charge fees or commissions for you to enter into our foreign exchange or commodity derivative products. Sky Alliance Markets acts as a market maker, and makes its earnings from the spreads that are embedded in the currency rates or commodity prices.

Where you enter a forward contract in our forex product you will be required to pay initial margin and may be required to pay additional margin in the event of adverse market movements against your position. Such payments are not costs but are cleared funds required by Sky Alliance Markets to cover our risk and as security for the client's obligations.

The margin amounts are payable into the Sky Alliance Markets client money account and are held and used in accordance with the Corporations Act 2001 requirements and our agreed Terms and Conditions. All interest that may accrue on the client money account is kept by Sky Alliance Markets.

## **7. Terms and Conditions**

The Sky Alliance Markets Terms and Conditions govern the contractual relationship between Sky Alliance Markets and the client. These must be acknowledged and accepted via our website before you can trade with us. The Terms and Conditions set out the basis on which future transactions will take place and the obligations of both Sky Alliance Markets and the client when accessing and trading on the trading platform. However, entering into the Terms and Conditions does not itself constitute a trade or in any way oblige you to enter into future

transactions. This is always your decision.

Sky Alliance Markets may in its discretion amend or vary the Terms and Conditions or withdraw in whole or in part any account provided by Sky Alliance Markets to you.

Sky Alliance Markets products are offered solely on the basis of the information and representations contained in this PDS, and any supplementary PDS, the Sky Alliance Markets Terms and Conditions as amended from time to time, no other information or representation however provided and conveyed to you.

## **8. How do your Orders get Executed and Confirmed?**

You must follow the following steps to effect orders with Sky Alliance Markets:

1. Read this Product Disclosure Statement.
2. Read, acknowledge and accept the Terms and Conditions contained on the website at [www.skyallmarkets.com](http://www.skyallmarkets.com).
3. Set up an account with Sky Alliance Markets in accordance with the steps contained on the website at [www.skyallmarkets.com](http://www.skyallmarkets.com).
4. You will receive an electronic confirmation from Sky Alliance Markets (which gives details of the account);
5. You can access details of your account any time online.

By going through the steps, you acknowledge to Sky Alliance Markets that you:

- Are aware that investing in Sky Alliance Markets products carries a high level of risk and due to the potential volatility and fluctuations in foreign exchange markets you could sustain a total loss of the amount that you deposit with Sky Alliance Markets to establish or maintain a contract or sustain significant losses;
- Have given consideration to your objectives, financial situation and needs and the significant risks of loss which together are with the prospects of profit associated with dealing in foreign exchange products offered by Sky Alliance Markets and have formed the opinion that dealing in those products is suitable for your purposes;
- Received a recommendation from Sky Alliance Markets to consult your financial advisor or obtain other independent advice before trading in the products referred to in this PDS;
- Have obtained appropriate and sufficient advice concerning the terms of this PDS, the Terms and Conditions;
- Have consented to Sky Alliance Markets collecting, maintaining, using and disclosing personal information about you and provided by you for another person.
- Have received or downloaded this PDS, the Company Terms and Company Conditions and read and have understood them.

## **9. Significant Benefits of the Sky Alliance Markets Products**

Sky Alliance Markets Products such as forward contracts provide an important risk management tool for those who manage foreign currency exposures. The significant benefits of using foreign exchange products offered by Sky Alliance Markets are to protect your exchange rate and provide cash flow certainty. Other benefits of using Sky Alliance Markets apply equally for a client as a risk management tool or for the client who is a trader or speculator and these are described below.

### **Protect an Exchange Rate**

Sky Alliance Markets provides online trading platforms, enabling clients to trade in derivatives and foreign exchange rates over the internet. This facility provides clients with direct access to our system to enable them to buy and sell currency rates to protect themselves against adverse market swings.

Sky Alliance Markets also offers clients a way of managing volatility by using stop loss orders that enable clients to protect themselves against adverse market swings yet secure enhanced market rates when offered. Clients can eliminate downside risk by the use of stop loss orders if the exchange rate reaches a particular level. In addition, clients may also use limit orders which allow clients the opportunity to benefit from favourable upside market movements.

### **Provide cash flow certainty:**

By agreeing to a rate now for a time in the future you will determine the exact cost of that Product, thereby giving certainty over the flow of funds. Any profit (or loss) you make using the Sky Alliance Markets Product would be offset against the higher (or lower) price you physically have to pay for the foreign currency or commodity.

In addition to using Sky Alliance Markets products as a risk management tool, clients can benefit by using derivative products offered by Sky Alliance Markets to speculate on changing exchange rate or commodity price movements. You may take a view of a particular market or the markets in general and therefore invest in our Products according to this belief in anticipation of making a profit.

The significant benefits of using derivative products offered by Sky Alliance Markets as a trader or a speculator (and for the client seeking to use the Sky Alliance Markets product as a risk management tool) are as follows:

### **Trade in small amounts**

The Sky Alliance Markets system enables you to make transactions in small amounts. You can start using Sky Alliance Markets with a small deposit as \$100USD. When trading in a derivative product offered by Sky Alliance Markets you may deposit the sum that suits you, or the amount which is in line with the amount you are willing to risk. With Sky Alliance Markets you are in full control of your funds.

### **Access to the foreign exchange markets at any time**

When using Sky Alliance Markets you gain access to a highly advanced and multi-leveled system which is active and being updated 24 hours a day. You can control your accounts and positions 24 hours a day.

### **Making deposits with multiple method**

Sky Alliance Markets allow clients to deposit margins with multiple method. This means you can lodge your deposits at any time, regardless of banking hours.

Sky Alliance Markets cares about protecting your privacy as well as your security, and does so in a professional and serious way. We use the latest technologies and regulations in order to provide security shield for your financial safety and privacy. Please read our Terms and Conditions.

### **Competitive spreads, no commissions**

With Sky Alliance Markets you do not pay commissions for the trades you enter. Sky Alliance Markets acts as a market maker, not as a broker, and makes its earnings from the spreads that are embedded in the currency rates. In the "Day trading" zone you may roll over your positions and then you pay a renewal fee.

### **Real time streaming quotes**

The Sky Alliance Markets high-edge system uses the latest highly sophisticated technologies in order to offer you up-to-the-minute quotes. You may check your accounts and positions in real time and you may do so 24 hours a day and make a trade based on real-time information. Sky Alliance Markets believes it is highly important for you to be able to control your funds whenever you wish and base your deals on real-time information.

### **Guaranteed Stop Loss**

A guaranteed stop loss or "GSL" order as it is commonly referred to, is an order that, once executed, limits your absolute worst-case scenario (loss) when trading currencies or commodities with Sky Alliance Markets. It is designed to enable you to quantify the exact amount you are prepared to risk i.e. the amount you are prepared to lose on any particular trade. The amount may be selected in dollar terms or you may select a rate. Where you select a dollar amount, this will be automatically converted into a stop loss rate to enable the GSL order to include a rate.

Thus, a GSL order is useful in limiting your loss, particularly if you are trading a currency or commodity that has a tendency of gapping. If the market "gaps" through your GSL order level, then we guarantee that your position will be closed out at the amount (or rate) specified by you. We guarantee this on the basis that we have implemented systems and procedures that will automatically close out a position when the value of the loss reaches the amount specified by you or the rate specified by you. Therefore, this means that in all cases you will not suffer any slippage. (Slippage is the difference between the order price at which a trader expects his trade to be filled or executed and the price at which they are actually filled).

### **Example**

A client after opening a trade can reduce their stop loss to a maximum price that is 0.2% away from their original entry price and thereby minimize their potential loss. For example, if you should purchase EUR/USD at 1.3550 you will be able to adjust your stop loss to a price of 1.3520 and thereby minimize your potential loss should the market move against you. This is a guaranteed stop loss. Furthermore, should the market move in your favor and say rise to 1.3590 you will be able to adjust your stop loss to 1.3560 which is above your entry price of 1.3550 and therefore guarantee a profit on this trade should the market fall back to 1.3560 and you have not amended your stop loss.

A GSL order will be executed either at the exact exchange rate or the exact amount of loss declared by you. This transaction will be executed as soon as the distinctive ("indicative") exchange rate, including the Company's spread, is either identical to the order given by you, or indicates an identical amount of loss (in dollar terms) declared by you. For example, let's assume that you place an order to buy AUD against the USD. The amount you decide to trade is 50,000 USD at a price of \$0. 9980. At the time that you place the order you also place a GSL at a rate of \$0. 9940

ensuring that your maximum loss will be AUD 401.81. Should the AUD fall against the USD and the price reaches \$0. 9940, the GSL order will be executed and you will incur a total loss of AUD 401.81. Additionally, should the market gap for some reason (either due to economic or major political news) your loss will still only be AUD 401.81 since Sky Alliance Markets will execute the GSL at the best price available and we guarantees your GSL rate of \$0. 9940 by only booking a loss of AUD 401.81 to your trading account.

### **Example**

To further illustrate how this GSL order will be executed by Sky Alliance Markets, let's assume that the client has their stop loss at \$0.9940 and that their personal spread is 4 pips. If the spread provided to Sky Alliance Markets by its liquidity provider is Bid 0.9941 and the Offer is 0.9943 then we will determine the mid rate to be 0.9942. Since the client's spread is 4 pips that would mean that their personal spread would be 2 pips on either side of the midrate and therefore their Bid rate is 0.9940 and their Offer rate is 0.9944. If the rate of 0.9942 is then traded or Sky Alliance Markets's liquidity provider shows us an offer rate of 0.9942, we will execute the client's stop loss of 0.9940 taking into consideration the client's personal spread. This forms the basis of our Guaranteed Stop Loss feature.

To illustrate the client's personal spread and their GSL see below:

A guaranteed stop loss is not available for MT4 users. Although, Sky Alliance Markets will endeavour to close out your position at minimal loss, there may be occasions where increased volatility or decreased volumes results in your order being filled at the next best price or fair market value. This in turn may require the request of more funds into your account should you have a negative free balance.

### **Full control over your account and positions**

With Sky Alliance Markets you are able to control your costs and risks. At Sky Alliance Markets we believe your financial activities should be under your full control. If using our proprietary platforms, Sky Alliance Markets uses the latest technologies in order to ensure your stop loss orders are filled. Sky Alliance Markets is committed to the principle that you never lose more than what you are prepared to risk. Please see our Terms and Conditions.

Moreover, Sky Alliance Markets will watch the market fluctuations for you. When you open a limit order Day Trading deal, you set your preferred exchange rate for a Day Trading deal and Sky Alliance Markets shall watch and monitor the occurrence of such opportunity for you. When and if the market rate reaches the rate you defined, Sky Alliance Markets shall automatically perform the Day Trading deal for you. Similarly, if you have an open position but are not currently accessing the trading platform, you can Take Profit at your preferred exchange rate. Sky Alliance Markets shall watch and monitor the occurrence of such an opportunity for you. When and if the market rate reaches the rate you defined, Sky Alliance Markets shall automatically close out your open position for you to realise a profit.

### **Tailor-made conditions for frequent traders**

The spreads in our trading platform assume deals of small, up to medium amounts. If you are a frequent user of the Sky Alliance Markets platform and wish to trade with medium up to

large amounts, please do not hesitate to contact us by mail or telephone to enable us to provide you with tailor-made trading conditions.

## **10. Significant Risks Explained**

You should be aware that trading in the derivative products offered by Sky Alliance Markets involves risks. It is important that you carefully consider whether trading our products is appropriate for you in light of your investment objectives, financial situation and needs.

The following is a description of the significant risks associated with trading derivative products offered by Sky Alliance Markets:

### **Derivatives Risks Generally**

The risk of loss in trading in derivatives contracts can be substantial. You should carefully consider whether our products are appropriate for you in light of your personal and financial circumstances. In deciding whether or not you will become involved in trading derivatives, you should be aware of the following matters:

- You could sustain a total loss of the amount that you deposit with Sky Alliance Markets to establish or maintain a contract.
- If the derivatives market moves against your position, you will be required to immediately deposit additional funds as additional margin in order to maintain your position. Those additional funds may be substantial. If you fail to provide those additional funds Sky Alliance Markets will close your positions when the mark to market value of your positions reach zero.
- Under certain market conditions, it could become difficult or impossible for you to manage the risk of open positions by entering into opposite positions in another contract or close existing positions.
- Under certain market conditions the prices of contracts may not maintain their usual relationship with the underlying foreign currency market.
- The foreign exchange products offered by Sky Alliance Markets involve risk. However, if you place a contingent order such as a stop loss order, this will limit your loss. A stop-loss which you place with us shall be executed either at the exact exchange rate declared by you or at the exact amount of loss, in dollar terms, declared by you. A transaction of this nature shall be executed as soon as the distinctive ("indicative") exchange rate is found on the financial information systems which, including Sky Alliance Markets's spread, is either identical to the order given by you, or indicates an identical amount of loss, in dollar terms, declared by you. A stop loss order placed by you is a risk management technique you can implement and we guarantee that you will lose no more than the amount you have declared or selected.
- A "spread" position (i.e. the holding of a bought contract for one specified date and a sold contract for another specified date) is not necessarily less risky than a simple "long"

(i.e. bought) or "short" (i.e. sold) position. Furthermore a "spread" may be larger at the time you close out the position than it was at the time you opened it.

- The high degree of leverage that is obtainable in trading the foreign exchange products offered by Sky Alliance Markets because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as large gains. The impact of leverage is that even a slight fluctuation in the market could mean substantial gains when these fluctuations are in your favour, but that could also mean considerable losses if the fluctuations are to your detriment. Trading in the foreign exchange products offered by Sky Alliance Markets may result in the total loss of the amount you deposited with Sky Alliance Markets and in the case of MT4 users, a loss greater than what was initially deposited.

## Market Volatility

Foreign exchange currency markets and derivatives provided by Sky Alliance Markets are subject to many influences which may result in rapid price fluctuations and reflect unforeseen events or changes in conditions with the inevitable consequence being market volatility.

Given the potential levels of volatility in these underlying markets, it is therefore recommended that you closely always monitor your positions with Sky Alliance Markets . Foreign exchange currency markets are highly volatile and are very difficult to predict. Due to such volatility, in addition to the spread that Sky Alliance Markets adds to all calculations and quotes, no Product offered by Sky Alliance Markets may be considered as a safe trade.

Pair Trading prices will fluctuate in accordance with the price fluctuation of the two underlying stocks.

However, Sky Alliance Markets offers clients a way of managing volatility by working orders. Clients can eliminate some downside risk by the use of stop loss orders where Sky Alliance Markets will enter into an opposite position to your existing position with you if the exchange rate reaches a particular level. In addition, clients may also use limit orders which allow clients the opportunity to benefit from favourable upside market movements. Limit orders are like stop loss orders but opposite as the intention is generally, to lock in profits rather than losses.

A limit order is an instruction by you to Sky Alliance Markets to buy or sell a Product at a specific price. Customers leave such orders with us to take advantage of favourable exchange rate movements that may occur when they may not be able to monitor rates themselves or during overnight markets when they are asleep. Similarly to guarantee stop loss orders, you can specify an amount, in dollar terms, at which point you wish to realize a profit or you can specify a rate. If you chose to specify a dollar amount, this will be automatically converted into a rate to enable the limit order to include a rate.

You should be aware that if you acquire a Product offered by Sky Alliance Markets for trading

or speculative purposes (that is where you do not have a risk you need to protect yourself from), you will be fully exposed to movements in price between the underlying currency, stock or commodity. If the product you are trading is not denominated in the base currency of your account you are exposed to currency risk as the unrealized profit or loss from your transaction will be effected by fluctuations of foreign exchange rates.

The risk of loss will be increased where you borrow to acquire the product as the total loss which may be incurred will be the loss on the Product together with the amount you borrowed.

## **Liquidity Risk**

In some conditions it may be difficult or impossible for you to close out a position. This can happen, for example when there is a significant change in the price, value or rate of an underlying currency, stock or commodity over a short period of time. This may give rise to substantial losses.

## **Counterparty Risk**

Given you are dealing with Sky Alliance Markets as counterparty to every transaction, you will have an exposure to us in relation to each transaction if we are not ready, willing or able to meet our obligations, for example, if Sky Alliance Markets were to become insolvent. This is common to all OTC financial market products.

You should satisfy yourself that Sky Alliance Markets is able to meet its obligation to you under and transaction. You can assess Sky Alliance Markets' financial ability to meet its counterparty obligations by reviewing its financial statements. Should you wish to be provided with a copy of the most recent audited Balance Sheet and Profit and Loss Statement of Sky Alliance Markets for you to review then please request this information directly from us and we will provide it free of charge.

You are reliant on Sky Alliance Markets' ability to meet its counterparty obligations to you to settle the relevant contract. Sky Alliance Markets limits this exposure by hedging its exposure to its clients by entering into opposite transactions as principal in the wholesale market in relation to its exposures with clients. Sky Alliance Markets is then exposed to counterparty risk with that hedging party.

Sky Alliance Markets' policy to manage our exposure to market risk from client positions is to offset (hedge) all of its clients trades with its parent company, Sky Alliance Markets Ltd i.e. on a back-to-back basis. Thus, there is limited risk to Sky Alliance Markets.

An account with Sky Alliance Markets is not insured or guaranteed by the Canada government or any other entity. Consequently, should Sky Alliance Markets become insolvent there is no

guarantee that your account will maintain its value.

## **Opportunity Cost**

Once you have locked in your exchange rate, stock price or commodity price you will not be able to take advantage of subsequent favorable rate/price movements should that occur, in relation to your existing contract. On the other hand, you will be protected from any future adverse movements.

## **Substantial Losses**

Despite trying to close out open positions, your loss on a transaction could be substantial. If prices move against your position, you will be required to top up your account with sufficient funds to maintain your position. If you fail to maintain the required account balance your position will be closed out by Sky Alliance Markets with resultant loss. You could sustain a total loss of the net amount that you deposit with Sky Alliance Markets to establish or maintain a position (including "top up" amounts).

In the case of MT4 users, any resultant loss will be debited to your account. If the available funds in your account are not sufficient to fully satisfy your obligations to Sky Alliance Markets, you will be required to pay the shortfall, as well as any costs or charges which we may incur in recovering the shortfall from you. This means that you may lose more than you have deposited with us and you will be liable to us for the additional amount. To be clear, you should be aware that your losses are not limited the amount of funds you have lodged with us. Should your open position not be able to be closed when your account balance has reached zero then the account balance will become negative.

## **Leverage**

Some of the products offered by Sky Alliance Markets carry a leverage risk and in particular, our foreign exchange products and our commodity derivative products. These products enable the client to outlay a relatively small amount (or initial margin) to secure an exposure to the underlying currency or commodity without having to pay the full price of holding the physical currency or commodity. Trading on a margined basis is one of the riskiest forms of investment available in the financial markets. Leverage gives the user the ability to take a greater level of risk for a smaller initial outlay, thus, amplifying the risks and rewards. However, leverage also increases risks and can magnify losses. Leverage increases the risk that even small adverse movements in the value of the underlying asset can lead to losses.

Given the possibility of losing an entire investment (or more in the case of MT4 users), speculation in the foreign exchange market or commodities market should only be conducted with risk capital, which if lost will not significantly affect your standard of living.

## **Market Information**

Sky Alliance Markets may make available to you through one or more of its services, a broad range of financial information that is generated internally or obtained from agents, vendors or partners ("Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Market Information").

Market Information provided by us by email or through our website is not intended as advice. Sky Alliance Markets does not endorse or approve the Market Information and we make it available to you only as a service for your own convenience. Sky Alliance Markets and its Third Party Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information or warrant any results from your use or reliance on the Market Information.

Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither Sky Alliance Markets nor the Third Party Providers are obligated to update any information or opinions contained in any Market Information and we may discontinue offering Market Information at any time without notice.

## **Systems Risks**

Sky Alliance Markets relies on a number of technology solutions to provide you with an efficient trading platform. In this regard Sky Alliance Markets relies on the Sky Alliance Markets Group to ensure the systems are updated and maintained. The Sky Alliance Markets Group has been operating the trading platform since 2001 and it totally conversant with the needs of clients.

A disruption to the Sky Alliance Markets trading platform may mean you are unable to trade in a foreign exchange product offered by Sky Alliance Markets when desired and you may suffer a loss as a result. An example of disruption includes the "crash" of our computer based trading system.

## **Use and Access to the Website**

You shall be responsible for providing and maintaining the means by which to access the Sky Alliance Markets website, which may include without limitation a personal computer, modem and telephone or other access line.

While the internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent you from accessing the Sky Alliance Markets website. If you are unable to access the internet and thus, the Sky Alliance Markets trading platform, it will mean you are unable to trade in a foreign exchange product offered by Sky Alliance Markets when desired and you may suffer a loss as a result.

Furthermore, in unforeseen and extreme situations, Sky Alliance Markets reserves the right to suspend the operation of our website or any part or sections of it. In such an event, Sky Alliance Markets may, at its sole discretion (with or without notice), close out your open contracts at prices it considers fair and reasonable at such a time.

Sky Alliance Markets may impose volume limits on client accounts, at its sole discretion.

### **Not a regulated market**

The Products offered by Sky Alliance Markets are OTC products and thus, are not traded on a regulated exchange. This means they are not covered by the protections for exchange-traded products arising from domestic or international exchange rules (such as guarantee or compensation funds).

### **Clients' Money**

Money paid to Sky Alliance Markets in connection with a financial service or a product offered by Sky Alliance Markets will be paid into an account designated as a client money account. Only such money, interest and other money permitted by the Corporations Act will be paid into this client money account. The client money is taken to be held in trust by Sky Alliance Markets for the benefit of the client. This means that those funds are segregated from Sky Alliance Markets's own funds and are not available to pay general creditors of Sky Alliance Markets in the event of receivership or liquidation of Sky Alliance Markets.

For money deposited in our client money account, the client is required to acknowledge as part of our Terms and Conditions that:

1. Individual client accounts are not separated from each other;
2. All clients funds are co-mingled into the one client money account;
3. The client money provisions as per the Corporations Act 2001 may not insulate any individual client's funds from a default in our client money account if such a default were to occur. Such a default may arise from any clients trading (i.e. by a client failing to pay for all losses incurred on their accounts); and
4. Assets in the client money account belonging to non-defaulting clients are potentially at risk, even though they did not cause the default. However, in order to alleviate this risk, it should be noted that margins required to meet individual client obligations (i.e. unrealized losses) will not be withdrawn from the client money account until the client has closed out their positions and realized the loss. Only then will Sky Alliance Markets debit the client's loss from his or her deposited margins. It should be noted that Sky Alliance Markets uses its own funds to meet any margin obligation with hedging counterparties. Similarly, Sky Alliance Markets will only deposit cash into the client a client's account with money account and credit profits once the client has closed out their position and realized the profit. Clients will therefore be unable to use unrealized profits

as collateral to enter into further positions.

5. Sky Alliance Markets is entitled to withdraw, deduct or apply any amounts payable to Sky Alliance Markets under the Terms of this PDS or the Terms and Conditions or the Corporations Act 2001. These amounts will generally only be debited from the client money account when a client closes their positions in loss.
6. Payments may be made out of or withdrawn from the client trust account in limited circumstance, including:
  - payments in accordance with any written direction of the client including a direction included in the Terms and Conditions to pay fees and other expenses relating to transactions and to settle transactions and to otherwise execute client instructions;
  - when a financial product is issued or transferred according to client instructions;
  - to meet proper charges;
  - to pay Sky Alliance Markets money to which it is entitled to;
  - to return money to the client;
  - to make payments otherwise authorized by Law;

We are also permitted to use money belonging to a client to meet the margin obligations of other clients and our own positions. Thus, one client's money deposited in the client money account may be used to satisfy obligations arising from dealing on behalf of another client (or Sky Alliance Markets) which exposes each client to counterparty risk i.e. the risk that they may not receive all of the money held by us on their behalf in the client trust account if there is a deficit in the client trust account and we become insolvent or otherwise unable to pay the deficiency. Although we are permitted to do this, Sky Alliance Markets, as a matter of policy, has determined it will not do so.

Where a client incurs a loss as a result of entering into a transaction in a product offered by Sky Alliance Markets, then at the time that loss is realised (i.e. when the open position is closed out) Sky Alliance Markets is entitled to the amount of funds held in the client money account equivalent to the value of the loss.

Following is a description of the timing of cash flows during a typical transaction and when the funds are held as client money and when the funds cease to be held as client money (note this is a simplified example and disregards any fees or charges which may apply):

#### **Day 1:**

- Client A opens an account and deposits \$10,000.
- Sky Alliance Markets deposits the \$10,000 in its client money account.
- The balance of the client money account is \$10,000.

#### **Day 2:**

- Client A decides to buy Gold contracts. Our quote is 1680.10/1680.70. The value of a movement from 1350.10 to 1351.10 is USD10.00 as the minimum size is 10 ounces of gold.
- Client A opens a transaction, say buy 5 contracts at a price of \$1680.70 per ounce. This represents a notional value of USD84,035 (being: buy price (USD1,680.70) x USD10 x 5 (number of contracts)). Let's say the margin obligation is the equivalent of AUD4,000.
- As counterparty to the transaction, Sky Alliance Markets sells 5 contracts to Client A at a price of USD1680.70.
- Sky Alliance Markets will then hedge its position with its parent company.

Sky Alliance Markets hedges its exposure with its parent company by buying 5 contracts (in its name) at a price of USD1680.70 and would therefore have a margin obligation to its parent of say, AUD4,000. Although Sky Alliance Markets is permitted pursuant to the Corporations Act to withdraw money from the client money account to meet its obligation to its parent company it does not do so (as a matter of policy) and instead uses its own money. In all cases Sky Alliance Markets uses its own money to meet its hedging obligations. The balance of the client money account is therefore still \$10,000.

### **Day 3 to 5:**

- Client A continues to hold an open position;
- The underlying price of gold has decreased and our quote is 1640.20/1640.80 on Day 5.
- The notional value of Client A's open positions is now USD82,010 (being: sell price (USD1640.20) x USD10 x 5 (number of contracts)). Thus, theoretically, Client A's margin obligation has increased by USD2,025 (being the unrealised loss on the open positions namely, USD84,035 less USD82,010 = USD2,025 which, at an exchange rate of 1.04, equals AUD2,106).

Similar to Day 2, Sky Alliance Markets could withdraw money from the client money account to meet its margin obligation. However, it is the policy of Sky Alliance Markets not to use client money but uses its own funds to meet those obligations. The balance in the client money account is still AUD10,000.

### **Day 6:**

- The underlying price of gold has decreased further and our quote is now 1630.20/1630.80.
- Client A enters into a transaction to close the open positions (by selling 5 contracts to Sky Alliance Markets at a price of USD1630.20) and realises a loss of USD2,525 (as Client A had originally bought at a price of USD1680.70) which, at an exchange rate of 1.04, equals AUD2,626.00. Client A's account would be debited with the AUD2,626.00 loss reducing the account balance to AUD 7,374.00. At this point, Sky Alliance Markets is entitled to the AUD2,626.00 which

- Client A has lost.
- The current balance of the client money account is AUD10,000 of which Client A is entitled to AUD7,374.00 and Sky Alliance Markets is entitled to AUD2,626.00.

## Day 7:

- Client A notifies Sky Alliance Markets it wishes to close its account. The balance of the account would be AUD7,374.00 (being the original deposit of \$10,000 less the loss of AUD2,626.00).
- Sky Alliance Markets transfers AUD7,374.00 to Client A from the client money account.

Client A is exposed to the risk that they may not receive all money owed to them, if there is a deficiency in the client money account, and Sky Alliance Markets becomes insolvent or otherwise unable to meet the deficiency. Provided Sky Alliance Markets remains solvent it will pay from its own funds any shortfall which was to arise.

Please contact Sky Alliance Markets if you have further questions about the client money account. If you are an MT4 user, Sky Alliance Markets may withhold any payment of funds if we reasonably consider that the funds may be required to meet any current or future margin requirements on your open positions.

If you are an MT4 user, Sky Alliance Markets may withhold any payment of funds if we reasonably consider that the funds may be required to meet any current or future margin requirements on your open positions.

## Risk Capital

In cases where you are speculating, we suggest that you do not risk more capital than you can afford to lose. A good general rule is never to speculate with money which, if lost, would alter your standard of living.

## Superannuation Funds

It should be noted that complying superannuation funds are subject to numerous guidelines and restrictions in relation to their investment activities.

Without being exhaustive some of the issues that should be considered by Trustees of complying Superannuation Funds include:

1. Prohibitions on borrowing and charging assets and whether dealing in Sky Alliance Markets foreign exchange products would breach those borrowing and charging prohibitions;
2. The purpose of dealing in Sky Alliance Markets foreign exchange products in the

- context of a complying superannuation funds whole investment strategy as well as the fiduciary duties and other obligations owed by Trustees of those funds;
3. The necessity for Trustees of complying Superannuation Funds to be familiar with the risk involved in dealing in Sky Alliance Markets foreign exchange products and the need to have in place adequate risk management procedures to manage the risks associated in dealing in those products;
  4. The consequences of including adverse taxation consequences if a superannuation fund fails to meet the requirements for it to continue to hold complying status.

## **Other**

Changes in taxation and other laws, government, fiscal, monetary and regulatory policies may have a material adverse effect on your dealings in the foreign exchange products offered by Sky Alliance Markets.

## **11. What do I do if I have a Complaint?**

Sky Alliance Markets has internal and external dispute resolution procedures to resolve complaints from clients. A copy of these procedures may be obtained by contacting us and requesting a copy or via our website.

If you have a complaint about the financial services provided to you, please take the following steps:

1. Contact Sky Alliance Markets to inform us about your complaint. You may do this by telephone, facsimile, email or letter per details. We will investigate your complaint promptly. We will try to resolve your complaint quickly and fairly.
2. If you are dissatisfied with the outcome of our investigation, you have the right to complain.

## **12. Taxation Implications**

Trading in Products offered by Sky Alliance Markets has the potential for generating substantial profits and the potential for generating substantial losses. The tax implications of such profits or losses may be significant depending on the personal circumstances of the individual client. Sky Alliance Markets does not provide tax advice and we recommend you seek your own professional tax advice and the impact any profits or losses generated from futures trading may have on your overall tax position. The taxation treatment will depend on your individual circumstances.

Changes in taxation laws including changes in rulings, guidelines, determinations and rules as implemented or interpreted by the Taxation Office from time to time can affect your tax

position including the categorisation of transactions involving Sky Alliance Markets Products. Your overall taxation position may also be effected by your residency status for Australian Taxation Law purposes.

There are also ongoing reforms that concern the taxation of financial arrangements which could affect your own overall tax position and in respect of which you will also need to obtain professional tax advice.

### **13. Privacy**

By affecting orders with Sky Alliance Markets you will be providing Sky Alliance Markets with your personal information. Sky Alliance Markets will also maintain records of all transactions and activities with respect to your dealings concerning Sky Alliance Markets Products including margin calls made and Sky Alliance Markets will also gather information about products and services provided to you.

Your personal information will be treated in accordance with National Privacy Principles in the Privacy Act.

You can access the personal information that Sky Alliance Markets holds about you, subject to some exceptions allowed by law. Sky Alliance Markets will give you reasons if it denies access.

Sky Alliance Markets may also record telephone conversations between you and persons working for Sky Alliance Markets. Such recordings or transcripts from such recordings may be used to resolve any dispute between you and Sky Alliance Markets and may also be destroyed at Sky Alliance Markets's discretion.

Sky Alliance Markets will also collect and hold information about you when you use the Sky Alliance Markets website or Sky Alliance Markets's online trading platform for transactions or dealings with Sky Alliance Markets or to access your account. Sky Alliance Markets reserves the right to use cookies on its website to collect statistical information or to allow you access to your account online.

The personal information requested or obtained from or about you is required by Sky Alliance Markets to enable it to provide you with Sky Alliance Markets foreign exchange products enabling you to undertake transactions with Sky Alliance Markets, providing you with information concerning Sky Alliance Markets foreign exchange products and ensuring you meet your margin obligations and other requirements concerning transactions with Sky Alliance Markets.

Sky Alliance Markets may also be required to provide your personal information to other regulatory and government bodies from time to time in Canada and overseas. You must also

acknowledge and accept that Sky Alliance Markets may request information from you for identification purposes via means of an electronic verification process.

Sky Alliance Markets may also disclose your personal information to:

1. FOS, courts, arbitrators and other dispute resolution bodies;
2. Anyone you have authorized including persons acting on your behalf such as your financial advisor, broker, solicitor or accountant.

Sky Alliance Markets may use your personal information for:

1. Marketing Sky Alliance Markets products and services to you: and
2. Developing an understanding of the products and services you may be interested in obtaining from Sky Alliance Markets.

If you do not provide Sky Alliance Markets with all the information Sky Alliance Markets needs, Sky Alliance Markets may be unable to provide you with Sky Alliance Markets products or allow you to set up an account with Sky Alliance Markets or provide you with any other services. If you have concerns about the completeness or accuracy of the information we have about you or would like to access or amend your information simply contact Sky Alliance Markets. Any changes concerning personal information that Sky Alliance Markets holds about you should be notified promptly to Sky Alliance Markets.

## **14. Anti Money Laundering and Terrorist Financing**

You acknowledge that Sky Alliance Markets is subject to Anti Money Laundering laws in Canada and in other countries. Money Laundering includes any dealing with the proceeds of, or assets used in criminal activity (wherever committed) and any dealing with funds or assets of, or the provision of finance to, any person or entity involved or suspected of involvement in terrorism or any terrorist act which may prohibit Sky Alliance Markets from entering or concluding transactions involving certain persons or entities. You agree that Sky Alliance Markets may, and will incur no liability from any action it takes to comply with such laws or regulations.

You agree that Sky Alliance Markets may delay, block or refuse to make a payment if Sky Alliance Markets believes on reasonable grounds that making the payment may breach any law in Canada or any other country and Sky Alliance Markets will incur no liability to you if Sky Alliance Markets does so.

You agree to provide all information to Sky Alliance Markets which Sky Alliance Markets reasonably requires to comply with any law in Canada or any other country. You agree that Sky Alliance Markets may disclose information which you provide to Sky Alliance Markets where required by any law in Canada or any other country.

You declare and undertake to Sky Alliance Markets that the payment of monies in accordance with your instructions by Sky Alliance Markets will not breach any law in Canada or in any other country.

## **15. Cooling-off Arrangements**

There is no cooling-off arrangements for the foreign exchange products offered by Sky Alliance Markets. Once you have deposited funds into your trading account AND initiated a trade you are no longer entitled to a refund unless you close the trade and then you are only entitled to the remaining balance of the account after realizing a profit or loss on the trade. Once you have deposited funds into your trading account AND initiated a trade you are no longer entitled to a refund unless you close the trade and then you are only entitled to the remaining balance of the account after realizing a profit or loss on the trade.

## **16. Other Available Information**

Other information about Sky Alliance Markets may be obtained by accessing our website at [www.skyallmarkets.com](http://www.skyallmarkets.com) or by contacting us.

The final interpretation right belongs to Sky Alliance Markets Limited.