

Highly informative user guide

A step by step guide to HiFX's private client currency services



Auckland London San Francisco Sydney Toronto Windsor

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This user guide is to be read in conjunction with HiFX's Product Disclosure Statement (PDS) and Financial Services Guide (FSG) available on our website www.hifx.com.au.

Welcome to HiFX

This booklet will help you complete a currency transaction with HiFX.

Our goal is to make sure you have all the right information and tools you need to protect yourself from currency risk (the danger that a future payment becomes more expensive than you had budgeted due to exchange rate fluctuations).

This booklet explains the different methods of buying and selling currency, how to implement Regular Payments Abroad or an Exchange Rate Guarantee, how to set up a private client currency service facility with HiFX and how to purchase, pay for and receive your currency.

We appreciate that sending large amounts of money overseas can be daunting and we want you to feel confident and happy with every aspect of the process.

If anything isn't clear, please call us on: +61 (0) 2 9251 2626

Our friendly team will provide you with all the help and expert advice you need.

The impact of foreign exchange volatility

Whether you're relocating overseas or investing in international property, you will have to make one or more currency transactions.

For example, if you have recently migrated to Australia, and are still waiting on the sale of your property in the UK you will at some point need to transfer some or all of your assets into AUS Dollars (AUD).

The amount of AUD you end up with will be affected by the timing of your currency purchase and the exchange rate achieved. If GBP strengthens during the period between the completion of your house sale and the day you decide to sell your GBP, you will be able to buy more AUD's. However, if GBP weakens you will have less buying power.

Here's an example:

If you had transferred £250,000 into Australian Dollars (AUD) on 29th March 2006 you could have bought approx AUD \$621,000. Less than two weeks later on 11th April 2006 this would have fallen to around AUD \$593,750 - a difference of AUD \$27,250 or almost 5% in just 11 days!

The situation is the same if you are planning to buy overseas real estate (especially if you are required to place an initial deposit with final settlement occurring at some point in the future).

For illustration purposes, let us assume that you are an Australian resident buying an investment property in New Zealand. The developer may require a deposit in NZD up-front and then final payment in 3 months time.

While you will know the price of the property in NZD, the actual cost in AUD's will be determined by the exchange rate you obtain. If the AUD strengthens during the three months the cost will decline, but if AUD weakens, then your costs will increase – i.e. a weaker AUD means your property investment will be more expensive. Whatever the type of property, you won't know the final cost until you have secured an exchange rate.

To illustrate:

If you had transferred AUD \$400,000 into NZD on 5 October 2006 you could have bought approximately NZD \$450,000. A little over one month later on 10th November 2006 this would have risen to NZD \$462,000 a difference of NZD \$12,000 or almost 3%, in just over a month!

No matter what your reasons for purchasing currency, the same principles apply and movements in the exchange rate will affect the value of your money. A lack of proper forward planning could potentially cost you thousands.

Buying and selling currency – your options

As the currency markets are constantly changing, the most important aspect of your transaction will be the timing. Whatever your situation, it is important to identify and minimise the risk that the market may move against you.

In many cases people simply leave their decision to the last minute hoping for a better rate assuming that, without all their funds available, there isn't much they can do. HiFX can however offer you several currency purchasing strategies that will allow you to protect yourself, regardless of whether your funds are available or not.

The methods available for buying and selling currency depend on;

- the time frame you are working to
- the resources available
- the level of security you wish to put in place

your options are:

Spot Contract

If you have access to your funds and want to convert all or part of them straight away at the current market rate, you can enter into a spot contract. Your dealer will provide you with a competitive exchange rate, and should you wish to act on this, your oral instruction will be taken over our digitally recorded telephone lines.

Please note that this oral instruction, is the legally binding contract between yourself and HiFX.

Essentially this is a **'buy now, pay now'** scenario, where you will need to arrange an immediate transfer, of the full value of the currency sold.

Forward Contract

If you don't have all of your funds available, yet wish to secure the current market rate, you can enter into a forward contract. This allows you to purchase/sell your currency now, at the prevailing rate, with settlement for the transaction happening on a pre-determined date in the future (up to 12 months). We will ask you to provide a deposit (normally around 10% of the value of the transaction) as margin to secure the contract. You will be required to send the remaining 90% balance on your pre-determined date in the future.

This is effectively a **'buy now, pay later'** scenario, allowing you to secure a rate, even if you don't have all your funds available. Should the exchange rate worsen you will not be affected. However, it is important to remember that if the exchange rate improves, you will not be able to alter your contract.

Buying and selling currency – your options (continued)

Market Order

If you are looking to achieve a specific rate, we can arrange a market order. This allows you to target a better rate of exchange. We monitor the markets on your behalf and, should the market reach your pre-determined exchange rate, your currency is bought or sold automatically. Your order is live 24 hours a day and can be amended or cancelled at any time prior to the transaction taking place.

Regular Payments Abroad

HiFX has developed a Regular Payments Abroad service to remove the stress that organising regular currency transfers can create. We can help you fix the exchange rate for up to 24 months into the future and organise your international money transfers. The process is fully automated via Direct Debit and guarantees customers will never miss a payment.

Exchange Rate Guarantee

HiFX's Exchange Rate Guarantee product provides protection against adverse currency movements.

By taking out an Exchange Rate Guarantee with HiFX you are securing the right, but not the obligation, to buy your currency at a pre-agreed exchange rate for a future date in time. This means that you can fix the currency rate now and decide on maturity of the contract whether the current market rate is better or worse than that agreed. If it is worse, you simply make a claim under the contract for the rate agreed. If better, you can transact at the improved current market rate.

Still Confused? Don't Panic!

Don't worry if you are still unsure which option is right for you. We have a team of dedicated foreign exchange consultants who will happily listen to your needs, explain the various strategies available to you, and keep an eye on the market for you.

To discuss which strategy is right for you, call our team on: +61 (0) 2 9251 2626

A step by step guide

Doing anything for the first time can be confusing. To make the process as straightforward and stress free as possible simply follow these five easy steps!

Step 1

Setting up your account

We need to register you as a client in order to open a private client account. Registration is free and carries no obligation to trade. By opening an account we will be able to supply you with valuable market information and advice as well as enabling you to contact us for immediate assistance.

Once your account is established you will be able to instruct your dealer to purchase or sell currency over our recorded telephone lines. To do this you need to:

1. Read our Financial Services Guide (FSG) and Product Disclosure Statement (PDS) which, if not already provided, are available from our website www.hifx.com.au
2. Read the Terms & Conditions included in this booklet
3. Complete and sign the attached Application Form
4. Obtain a photo or electronic copy of your passport or drivers licence (required under anti-money laundering regulations)
5. Obtain a photo or electronic copy of your proof of address e.g. bank statement, rates, utility bill, which must be less than three months old (required under anti-money laundering regulations)
6. Return items 3,4 and 5 to HiFX by fax, email or post to the following locations:

- **Fax +61 (0) 2 9251 2625**
- **Email private@hifx.com.au**
- **Level 26, Maritime Trade Towers, 201 Kent Street, Sydney, NSW 2000**

Once we receive your signed application form and accompanying identification documents, your account will be opened and a confirmation email sent to the email address provided. This will include your account number, so please retain for future reference. Your dealer will then contact you to discuss your requirements in more detail.

Step 2

Discussing your foreign exchange requirements

Your dealer cannot, nor can anyone else, predict future exchange rates. Your dealer will however provide you with up to date views on market trends and, if requested, suggest strategies to meet your objectives and optimise your potential savings. This may, for example, involve trying to achieve a target exchange rate (market order), buying an Exchange Rate Guarantee or simply transacting at the current market rate. Strategies you agree with your dealer may depend on your time frame and your risk profile. When personal advice is given you will be sent a Statement of Advice.

If you have given HiFX an instruction to try to achieve a target exchange rate (market order) you will be sent confirmation of your agreed market order by email, fax or post. This should be signed and returned. Please note that your order becomes active once agreed with the dealer during your telephone conversation. You have not purchased currency at this stage. No funds are required from you until your target level has been reached.

If you have purchased an Exchange Rate Guarantee it is important that you realise you have not purchased any currency at this stage. All you have done is secured the right, but not the obligation, to purchase currency at a specific exchange rate for a future date in time. Should you exercise your right on expiry date to purchase the currency you will receive a foreign exchange contract note detailing your currency purchased at the guaranteed rate.

Step 3

Purchasing your currency

Once you have instructed HiFX to buy currency at an agreed rate over the phone with your dealer, or your market order has been filled, or you exercise an Exchange Rate Guarantee contract, you will receive a Contract Note (invoice). The contract note provides confirmation of:

- The date the contract was agreed
- The Value Date, which is the date HiFX must receive your sold currency
- The amount of currency bought and sold
- The exchange rate achieved
- HiFX's account details for you to make payment of your sold currency
- Client and contract reference details

Depending on the type of contract you have secured, your contract note may differ slightly to include particular details relating to that transaction.

All of our phone calls are recorded to ensure that your instruction has been accurately executed. Please note that your oral instruction to buy or sell currency is the contract between HiFX and you. The contract note is simply a confirmation of your transaction. In the unlikely event that you do not receive a contract note within 48 hours of instructing HiFX to buy your currency, you **MUST** notify us.

Step 4

Paying for your currency

When transferring your currency it is important to remember that only you can instruct your bank to transfer the sold currency to HiFX. You should confirm that you can do this, before entering into a transaction. Banks can sometimes restrict the amount you can transfer at any one time, particularly when sending funds via the internet or through phone banking.

You will be provided with a reference number (client number and contract number) which must be entered on all payments made to HiFX. This will allow us to uniquely identify your inward payment. If you are unable to enter a reference number please inform us immediately.

Money Laundering regulations prevent us from accepting cheques or cash. In addition we are unable to accept payment from third parties (e.g. lawyers) unless prior arrangements have been agreed. Please contact our customer services department if you require any assistance.

When transferring your currency to HiFX you must ensure you accept the charges your bank levies to ensure HiFX receives the full amount of currency sold, otherwise your bank will deduct these from the payment sent to HiFX. Please be aware that depending on the method you use to transfer your sold currency to HiFX it can take up to 5 business days for us to receive your cleared funds.

For customers wishing to sell GBP who still have a bank account in the UK, we provide the facility for you to send your funds domestically to our client account in the UK. This means you will save the cost of an international transfer charge and, in most cases means your sold currency will be received by HiFX earlier.

Spot Contracts

For spot trades, you are required to send all your sold currency to HiFX immediately. Banks may require up to 5 business days to send your cleared funds to HiFX, in which case we will allow you this time. The value date of your contract will be set accordingly. Onward payment of your purchased currency will be made once HiFX has received your cleared funds.

Forward Contracts

For forward contracts you are required to send a deposit of 10% of the value of the sold currency immediately. You will be advised of the precise deposit required on receipt of your instruction to sell a specific currency. The 90% balance must be received by HiFX two days prior to the 'Value Date' (the date that the currency has been reserved for).

Exchange Rate Guarantee

If you have entered into an Exchange Rate Guarantee, you will be required to pay a premium (similar to an insurance premium) upfront. The amount of the premium to be paid will be set out on your individual contract note.

Regular Payments Abroad

Your Regular Payments Abroad contract note will detail each individual payment date and the deposit amount due immediately. Your dealer will take the details of the account you wish to be direct debited over our recorded lines. Where appropriate, additional forms will be sent to confirm your direct debit details.

Step 5

Receiving your currency

In order for HiFX to pay your purchased currency in the correct time frame, we must receive your completed onward payment instructions (page 2 of the contract note) as soon as possible. This is where you would like your purchased currency to be sent, and will require you to complete your receiving account details in full. You can return your onward payment instructions by fax, email or post and we will confirm receipt of these by phone or email. Please note, we must receive separate instructions for each deal that is transacted.

Your contract note will also include a value date. This is the date that you will have asked us to deliver the currency you have purchased (in accordance with your onward payment instructions). HiFX is unable to pay away your purchased currency until we have received your sold currency. If you anticipate there being a delay in HiFX receiving your sold currency, please contact our Customer Services team immediately on 1-800 056 710. Full contact details for all aspects of your transaction can be found on page 14 of this guide. Please ensure you have your client number and contract number available when discussing a particular transaction.

HiFX transfers funds abroad free of charge (one free electronic transfer per currency transaction) however some banks may deduct a charge to receive currency.

Private client currency services
application form &
terms and conditions



Auckland London San Francisco Sydney Toronto Windsor

Application form for private client currency services

Please tear out, complete and return this page

This Application Form is supplied with the above version of the private client currency services Terms and Conditions ("Master Conditions") and the Terms and Conditions for Exchange Rate Guarantee ("ERG Conditions").

Client Particulars

Title:	Mr / Mrs / Ms / Dr		
Forename(s):	<input type="text"/>	Previous Address:	<input type="text"/>
Surname:	<input type="text"/>	UK Client Number (if applicable):	<input type="text"/>
Street address:	<input type="text"/>		
Postal address:	<input type="text"/>		
Telephone:	(land) <input type="text"/>	(mobile 1)	<input type="text"/>
Fax:	<input type="text"/>	(mobile 2)	<input type="text"/>
Email:	(home) <input type="text"/>	(work)	<input type="text"/>

Person(s) Authorised by the Client to Give Instructions

The following persons (in addition to the Client) are authorised by the Client to give instructions for Services procured from HiFX on behalf of the Client. (Attach photo ID for each named person.) Each Authorised Person consents to the recording of all telephone conversations with HiFX as set out in the Master Conditions.

1. Full Name:	<input type="text"/>	Signature:	<input type="text"/>
2. Full Name:	<input type="text"/>	Signature:	<input type="text"/>

Client Agreement

- The above named Client requests HiFX from time to time to provide Services pursuant to the Master Conditions and the ERG conditions.
- The Client acknowledges receipt of HiFX's Financial Services Guide and Product Disclosure Statement.
- The Client acknowledges receipt of a copy of the Master Conditions and the ERG Conditions bearing the same Version reference as this Application Form. The Client has read and understood those conditions, and agrees to be bound by them.
- The Client warrants that the information in this Application Form is correct, and that any subsequent changes to such information will be notified to HiFX immediately in writing.
- The Client consents to the recording of all telephone conversations with HiFX as set out in the Master Conditions.

Client Signature

Signed:	<input type="text"/>	Date:	<input type="text"/>
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In order to process your application promptly and to ensure that future transactions run smoothly, please read the following points. If you require explanation or clarification of any item listed, or of anything in the Terms and Conditions, please contact an HiFX consultant.

Registration

- Attach: a clear copy of either the personal details page of a passport, or a photo ID drivers licence, for each person included in this Application Form.
- Attach: Proof of your address (bank statement, rates or utility bill), which must be less than 3 months old.
- If you wish to authorise someone other than yourself to give HiFX instructions, you must complete their names on this Application Form, have them sign, and also provide photo ID.

Buying currency

- HiFX's service is for non-speculative purposes.
- The dealers' telephone lines are digitally recorded at all times.
- HiFX dealers cannot predict future exchange rates.
- Having instructed an HiFX dealer to buy currency, you will be sent a contract note (invoice). If you do not receive the contract note you must inform your dealer within 48 hours.

Paying for your currency

- If you book a forward exchange contract, HiFX requires a part-payment of 10% initially, and the balance 90% on maturity of the contract.
- HiFX can only accept payment from the client's own bank account and not from a third party (eg lawyer's account), unless prior arrangements have been agreed.
- HiFX transfers funds abroad free of charge*, however some banks may deduct a charge to receive currency.

*One free electronic transfer per currency transaction.

General

- HiFX complies with current anti-money laundering legislation and guide lines.

12. Please complete the following:

a) How did you hear of our service?

b) Reason for currency purchase?

Tick here if you do not want to receive marketing material or information from HiFX.

HiFX is committed to protecting your privacy. Your information will not be shared outside HiFX unless you give your consent. For more information, please ask for a copy of the HiFX Privacy Statement.

1. The Service

- 1.1 The Client warrants and acknowledges that:-
- all Trades are for non-speculative purposes only and that the Client has full capacity to instruct HiFX to perform the service or place an Order;
 - the Client is acting as principal only and not as agent for any third party whose identity has not been disclosed to HiFX at the time of the Service or Order;
 - the Client will take physical delivery on the Value Date of the purchased currency after payment to HiFX of the full amount of the Sale Currency for each Trade as stipulated by HiFX;
 - the Client has received from HiFX as at execution of these Terms and Conditions an up to date:-
 - Financial Services Guide; and
 - Product Disclosure Statement; and
 - where the circumstances require, in respect of personal financial advice, a Statement of Advice.
 - where HiFX has provided personal financial advice in accordance with a Statement of Advice, the Client shall immediately notify HiFX in writing in the event of any change in the relevant personal circumstances of the Client.
 - once a Trade Confirmation has been given to the client by HiFX it cannot be altered or cancelled without the prior written consent of a HiFX director
- 1.2 To the extent HiFX does not provide personal financial advice to the Client, then subject to the Corporations Act:-
- the Client relies solely on his/her own skill and judgment in determining whether the Services or any incidental services acquired from HiFX are reasonably fit for the Client's purposes;
 - the Client does not place any reliance on HiFX's opinion of the merits or otherwise of any currency transaction, taxation matters or comments made concerning any investment products or markets or other matters whatsoever.

2. Instructions

- 2.1 The Client may instruct HiFX to perform the service orally or in writing. The Service will be subject to the Conditions. HiFX will not be obliged to perform the Service and may refuse to do so without giving any reason. HiFX will have no liability to the Client for any resultant loss or damages suffered by the Client or any other party as a result of HiFX's refusal. No Agreement will come into force until the Trade Confirmation. Each Trade, if accepted by HiFX, will constitute a separate severable Agreement.
- 2.2 Notwithstanding clause 2.1, HiFX reserves the right to require written confirmation of any Trade, Order or instruction by the Client.
- 2.3 The Client acknowledges that HiFX may record and store all telephone conversations with or without an automatic warning tone. HiFX reserves the right to produce and store a transcript of the recorded telephone conversation and to use either the transcript or the recording of the telephone conversation for the purposes of verifying the details of an Order or Trade or to resolve any disputes between the Client and HiFX in respect of the Service.
- 2.4 The Client will be solely responsible for ensuring that the details the Client supplies to HiFX to enable HiFX to perform the Service, including without limitation, the Client's contact details, the details of any Order or Trade and the Account, are true and accurate, nor will the Client withhold or omit any information that would render those details false or inaccurate. The Client agrees to notify HiFX immediately the Client becomes aware of any error or change in the details the Client has supplied to HiFX.
- 2.5 The Client warrants that the Client will, on request, supply HiFX with all the information and documentation necessary to enable HiFX to comply with relevant legislation pertinent to the Service.
- 2.6 The Client will supply to HiFX, on request, a specimen signature. A signature substantially resembling the specimen will be sufficient for HiFX to authenticate an instruction as being from the Client.

3. Financial provisions

- 3.1 In the event of a Spot Trade, the Client shall pay into the Nominated Account on such date or dates as HiFX might direct, but no later than the Business Day immediately preceding the Value Date, the amount specified by HiFX as full payment for the Trade.
- 3.2 In the event of a Forward Trade the Client shall immediately pay a Margin of 10% of the full amount of the Sale Currency, or such other percentage as HiFX may specify, into the Nominated Account in cleared funds. The Client shall pay any outstanding balance of the Sale Currency into the Nominated Account not later than one Business Day before the Value Date of the particular Forward Trade.
- 3.3 In the event of a Same Day Trade the Client shall pay the Sale Currency into the Nominated Account by no later than the relevant time stipulated by HiFX.
- 3.4 All payments due from the Client to HiFX pursuant to the Conditions shall be made without set-off, counterclaim or deduction whatsoever.

- 3.5 HiFX will make any payments due to the Client under the Conditions and any Agreement in full unless required by law to deduct sums in respect of any taxation liabilities.
- 3.6 The parties acknowledge that the banks through which payment of the Trades is to be effected, have specified times of cut off for the receipt and dispatch of electronic payments. HiFX accepts no responsibility for and shall have no liability in respect of any delay in onward payment attributable to the late arrival of funds or instruction of payment relative to the cut off times of the designated bank.
- 3.7 HiFX reserves the right to make a Margin Call to re-establish the Margin to the original percentage level agreed for the Trade, if the Margin subsequently falls below the applicable threshold for that Trade as set out below as a result of an adverse foreign exchange movement:
 - in the event of an initial Margin of 10% falling to or below 5%
 - in the event of an initial Margin of 15% falling to or below 10%
 - in the event of an initial Margin of 20% falling to or below 15%
- 3.8 In the event of a Margin Call being made the Client shall pay all the money required pursuant to the Margin Call in cleared funds into the Nominated Account within twenty four hours of HiFX first communicating the Margin Call to the Client. The Client's failure to do so shall be a fundamental breach of the Conditions and shall entitle HiFX, without prejudice to any other remedy available and without incurring any liability to the Client or to any other party immediately and without notice to the Client or any other party to terminate the Trade.
- 3.9 The Client warrants that the Margin or such other funds to be provided as security for the Client's obligations hereunder will be beneficially owned by the Client and will not be subject to any charge, lien or other encumbrance, nor will the Client create any charge, lien or other encumbrance over any funds so provided.
- 3.10 The Margin will vest automatically in HiFX in any of the following circumstances:
 - on the Value Date;
 - if the Client is in breach of any of the Conditions;
 - in the circumstances set out in clause 4.1(c).
- 3.11 All funds provided by the Client under the Conditions (whether as security or otherwise) may be appropriated by HiFX in the event that HiFX incurs any liability, is exposed to increased foreign exchange risk (as HiFX in its discretion may decide) in respect of any Trade or in the event that the Client is unable to pay its debts or fails to comply with or breaches the Conditions.
- 3.12 HiFX reserves the right to charge the Client interest in respect of the late payment of any sum due under the Conditions or any Agreement from the due date until payment, at a rate equivalent to five percent in excess of the rate of interest for the time being fixed under section 100 of the Civil Procedure Act 2005 (NSW).

4. Duration, termination

- 4.1 HiFX shall have the right to close out all or part of any Trade without notice to the Client of the Client's liability if any of the following events occur:
 - The Client materially breaches any of the Conditions or fails to comply with the Client's obligations to HiFX in respect of a Trade or is materially in breach of any statute or regulation relative to the Service or any Agreement; or
 - It becomes or may become unlawful for HiFX to maintain or give effect to all or any of the obligations under the Conditions or otherwise to carry on its business, or if HiFX is requested to close out a Trade (or any part thereof) by any regulatory authority whether or not the request is legally binding, or if HiFX in its absolute discretion considers it desirable or necessary to do so for its own protection; or
 - The Client becomes unable to pay his/her debts as they become due or makes any assignment, arrangement or composition with or for the benefit of the Client's creditors or if the Client ceases or threatens to cease to carry on all or a part of his/her business or commits an "act of bankruptcy" (as defined in the Bankruptcy Act 1966 (Cth)), becomes insolvent, has a bankruptcy petition issued against him/her or stops or threatens to stop any payment or payments due under the Conditions or any Agreement.
- 4.2 If the Client becomes aware of the occurrence of any event referred to in clause 4.1, the Client shall give HiFX notice of such event immediately.

5. Limitation of Liability

- 5.1 Subject always to the Corporations Act and the Trade Practices Act 1974 (Cth), this clause sets out HiFX's entire liability to the Client for any losses, costs (including legal costs), damages, expenses, taxes, charges or any other liability whatsoever ("Claim").
- 5.2 The limitation and exclusion of liability is set on the basis that the Client is aware of the volatile nature of foreign exchange.
- 5.3 HiFX will not be liable to the Client for any Claim which arises as a result of currency fluctuation between the Trade Confirmation and the Value Date, or as a result of the client's non-compliance with Clause 2.4.

- 5.4 HiFX shall not be liable to the Client for any Claim arising out of the Conditions, the Service, or any Trade or Agreement by reason of any cause of action whether in contract, tort or otherwise, save for direct losses caused by the negligence of HiFX in the performance of a Trade.
- 5.5 Without prejudice to clause 5.4 and subject to the provisions of this clause 5, HiFX's total aggregate liability to the Client for any Claim will not exceed the lesser of:-
- (a) the total amount paid by the Client to HiFX in respect of the Trade giving rise to the Claim; or
 - (b) A\$250,000.
- 5.6 Notwithstanding anything in the Conditions or in any Agreement, HiFX shall not be liable for any loss of profits, goodwill, anticipated savings, loss caused by the failure or delay of any third party in the transmission, provision or delivery of the Service or any incidental services, or any special, indirect, incidental or consequential loss whether resulting from currency speculation, from purposes associated with the Client's business or from any other cause whatsoever, regardless of the form of action (including loss or damage suffered by the Client as a result of an action brought by a third party) and even if such loss was reasonably foreseeable or HiFX was advised as to the possibility thereof.
- 5.7 The Client hereby indemnifies and will keep HiFX indemnified against any and all liabilities incurred by HiFX in the proper performance of the Service and the enforcement of its rights hereunder and, in particular, without prejudice to the generality of the foregoing, in respect of all amounts necessary to compensate HiFX for any and all liabilities sustained or incurred by HiFX (including but not limited to HiFX's loss of profits) as a result of or in connection with:
- (a) Any default in payment by the Client of any sum under the Conditions when due;
 - (b) Any breach by the Client of clauses 1.1 and 1.2;
 - (c) Any action or steps of whatever nature or kind taken by HiFX to carry out or give effect to instructions or orders, whether written or oral, received from or purporting to be from the Authorised Persons referred to in clause 8;
 - (d) HiFX's exercising its right under clauses 4.1(a) or 4.1(c) to close out all or any part of any Trade and, in such event, HiFX shall have the right, as an alternative to its right to seek an indemnity from the Client, to set-off against any moneys held by HiFX on behalf of the Client, any amounts owed by the Client to HiFX in respect of the Service or any Trade or Agreement.
- 5.8 HiFX shall not be liable to the Client for any delay or non-performance of its obligations under the Conditions or any Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: Act of God, governmental act, war, fire, flood, explosion, civil commotion, failure of computer equipment or communications systems or industrial dispute of a third party.
- 6. General**
- 6.1 Nothing in the Conditions or any Agreement is intended to confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce any provision of the Conditions or of any Agreement.
- 6.2 The parties are independent contractors. Neither the Conditions nor any Agreement shall establish or be deemed to establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.
- 6.3 The provisions of Clause 5 shall survive termination of any instruction by the Client, completion of any Trade or termination of the Service or of any Agreement.
- 6.4 The Conditions and any Agreements shall constitute the entire agreement and understanding of the parties and supersede all oral communications and prior writing relating to them; provided that neither party shall benefit from excluding liability for fraudulent misrepresentation or fraud.
- 6.5 HiFX may amend the Conditions by notice in writing to the Client at any time and such amendment shall be binding with the agreement of the Client from the date of such notice. Any such amendment shall not be retrospective or affect any rights or obligations that may already exist in respect of any instructions.
- 6.6 Should any provisions of the Conditions be deemed unenforceable or illegal, the remaining provisions and the remainder of the provision in question will nevertheless continue in full force and effect.
- 6.7 The Client may not assign or otherwise transfer the benefit of any Agreement without the express written consent of HiFX. HiFX may without notice to the Client assign its rights and obligations under the Conditions to any third party and the Client hereby consents without reservation to any such assignment or novation.
- 6.8 Any failure by HiFX to exercise, and any delay, forbearance or indulgence by HiFX in exercising, any right, power or remedy under this Agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time.
- 6.9 In the event of any of the provisions of the Conditions being in conflict with other documentation produced pursuant to an Agreement then the Conditions shall prevail.
- 6.10 Notwithstanding that any provision of the Conditions or any Agreement may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions which shall continue in full force and effect.
- 6.11 The Client agrees that any disclosure statement or other document required to be given to the Client by law, including any product disclosure statement or financial services guide or supplementary product disclosure statement or supplementary financial services guide, may be given to the Client by being placed in either case on an identified website of HiFX.
- 7. Governing Law**
- 7.1 The Conditions and any Agreement shall be governed by and interpreted according to the laws of New South Wales and the Client consents and submits to the jurisdiction of the Courts of New South Wales.
- 8. Authorised Persons**
- 8.1 The Authorised Persons named on the Application Form supplied with these conditions are authorised by the Client to give instructions for the Services to be acquired from HiFX on behalf of the Client.

A. Interpretation

In these terms and conditions, unless the context otherwise requires:

"Account" means the bank account notified by the Client to HiFX into which any sums due from HiFX to the Client pursuant to any Trade will be paid.

"Agreement" means any agreement between HiFX and the Client incorporating the Conditions.

"Business Day" means a day on which the trading banks are open for business in Sydney excluding a Saturday, Sunday or public holiday.

"Client" means the person who, as Client, duly completes, signs, and delivers to HiFX the Application Form supplied with these conditions.

"Conditions" means these terms and conditions.

"Contract Note" means HiFX's written document setting out the details of the Trade which will be sent to the Client following the Trade Confirmation.

"Corporations Act" means the Corporations Act 2001 (Cth) and all subsequent amendments to it.

"Financial Services Guide" means the financial services guide of HiFX as required to be provided to the Client in accordance with Part 7 of the Corporations Act.

"Forward Trade" specifies a transaction where the Value Date is later than two working days after the Instruction.

"HiFX" means HiFX Limited (AFSL 240914) whose registered office is at Level 15 gen-I Tower, 66 Wyndham Street, Auckland, New Zealand.

"Margin" means the deposit or advance payment required by HiFX from the Client in advance of each Trade with the exception of a Spot Trade.

"Margin Call" means request by HiFX to the Client to provide such additional amounts (not exceeding the full amount of the Sale Currency) as it may reasonably require on account of an adverse exchange rate movement between the date of contract and the Value Date.

"Nominated Account" means the bank account nominated by HiFX from time to time into which the Sale Currency and/or Margin will be paid.

"Order" means the Client's oral or written request for HiFX to purchase currency at predetermined levels on the Client's behalf if and when reached.

"Product Disclosure Statement" means the product disclosure statement of HiFX as required to be provided to the Client in accordance with Part 7 of the Corporations Act.

"relevant personal circumstances" means the Client's personal objectives, financial situation, financial and personal needs as at the time the personal financial advice is provided to the Client by HiFX in accordance with the Conditions and Agreement.

"Sale Currency" means the sums payable by the Client to HiFX in consideration of the Trade including, without limitation, any Margin or Margin Call.

"Same Day Trade" means a Trade where the Sale Currency is sold for a purchase currency by the end of the same Business Day, subject to clause 3.4.

"Service" means any foreign exchange service provided by HiFX to the Client pursuant to these conditions, and includes the execution of a Trade on the Client's behalf, the provision of an Exchange Rate Guarantee, and the provision of any regular payments abroad service.

"Spot Trade" means a transaction where the Value Date is two working days after the date of instruction.

"Statement of Advice" means a statement of advice provided by HiFX to the Client, where the Client is provided with personal financial advice in respect of the Trades.

"Trade" means each transaction to purchase and deliver currency for the Client.

"Trade Confirmation" means when HiFX confirms the details of the Trade to the Client by telephone.

"Value Date" means the date specified by HiFX for each Trade on which the currency transaction matures.

These exchange rate guarantee Terms and Conditions are additional to and supplement the private client currency services Terms and Conditions ("Master Conditions") for they may be amended from time to time, and address additional matters specific to and necessary for the provision of an Exchange Rate Guarantee service by HiFX to the Client.

1. Instructions

- 1.1 HiFX may at its absolute discretion provide the Client with an Exchange Rate Guarantee (ERG) quotation from time to time.
- 1.2 The quotation will give details as mentioned in section 3.
- 1.3 HiFX reserves the right to change the Premium stated in the quotation prior to the client confirming agreement of the ERG and subsequent issuance of a contract note.
- 1.4 The client will instruct HiFX to confirm the details of the quotation or revise the quotation verbally before acceptance.
- 1.5 Once the quotation has been verbally agreed, a contract note will be issued to the client.

2. Details to be included in the ERG Contract Note

- 2.1 Quotation/Contract Note Date and time of transaction
- 2.2 The currency and amount sold to HiFX
- 2.3 The currency and amount bought from HiFX
- 2.4 Expiration Date
- 2.5 Expiration Time
- 2.6 Settlement Date
- 2.7 FX Guaranteed Rate
- 2.8 Premium Payable/Due
- 2.9 Premium Payment Date.

3. Financial Provisions

- 3.1 An ERG transaction between HiFX and the Client is subject to payment of the Premium by the Premium Payment Date by the Client to HiFX.
- 3.2 The Client shall pay the Premium into a bank account specified by HiFX no later than the Premium Payment Date.
- 3.3 The Premium shall be paid in the agreed currency and amount.

- 3.4 The Premium is not refundable under any circumstances in whole or in part.
- 3.5 Failure by the Client to pay the Premium by the Premium Payment Date shall be a fundamental breach of the conditions of the ERG transaction and shall entitle HiFX without prejudice to any other remedy available to it to immediately and, without notice to the Client, terminate the ERG without liability.
- 3.6 If HiFX terminates the Exchange Rate Guarantee under 3.5 above the Client shall be liable for all direct and Indirect costs and losses incurred by HiFX as a result of the termination of the ERG.

4. Process of Exercise

- 4.1 The ERG shall be deemed to be exercised when the Client gives notice to exercise the ERG agreement.
- 4.2 A notice to Exercise shall only be valid if completed on the Expiration Date before the Expiration Time.
- 4.3 If valid exercise of the ERG is completed then the specified payment obligations between HiFX and the Client will arise whereby a foreign exchange Spot Trade will be created where the exchange rate will be the FX Guaranteed Rate of the ERG that has been exercised.
- 4.4 Upon exercise of the ERG, the Client will sell and make delivery of the specified amount of the Sale Currency to HiFX, and the Client will buy and take delivery of the specified amount of the Bought Currency from HiFX on the Settlement date.

5. General

- 5.1 HiFX may from time to time amend these ERG conditions in the same manner as it may from time to time amend the Master Conditions.
- 5.2 The Master Conditions apply generally to all ERG transactions, but if there should be any inconsistency between the Master Conditions and the ERG conditions, the ERG conditions will prevail.

A. Interpretation

"Exchange Rate Guarantee" (ERG) means an agreement whereby the Client has the right but not the obligation to enter into a foreign exchange transaction with HiFX as specified in the contract note.

"Contract Note" confirms the details of a future foreign exchange transaction that the Client may exercise on the Expiration Date.

"ERG conditions" means these terms and conditions for Exchange Rate Guarantee, as amended from time to time.

"Exercise" means the process whereby the Client gives notice to HiFX on the Expiration Date that the ERG'S underlying foreign exchange transaction is required, and the consequent creation of the appropriate transaction as provided in clause 4.

"Expiration Date" means the day on which the Client may elect to exercise the ERG always providing that such exercise is effective only if completed before the Expiration Time.

"Expiration Time" means the time on the Expiration Date at which all rights granted under the ERG irrevocably cease and expire.

"FX Guaranteed Rate" means the fixed exchange rate between the amounts of the sale Currency and the bought Currency, agreed at the time the ERG Contract Note is issued, or is confirmed/issued.

"Master Conditions" means the version of the private client currency services Terms and Conditions with which this version of the ERG Conditions is issued, as amended from time to time.

"Notice to Exercise" shall only be completed when the Client has notified (in the first instance by telephone followed by an email, fax or letter) HiFX of its wish to exercise the ERG and HiFX has responded to and acknowledged receipt of such notification.

"Premium" means the consideration payable to HiFX by the Client for the rights provided by the contract note.

"Premium Payment Date" means the Value Date by which the full amount of the Premium must be paid in cleared funds by the Client to the nominated bank account of HiFX.

Record your transactions

Transfers to HiFX	Transfer 1	Transfer 2	Transfer 3	Transfer 4
Date Deposited:				
Amount:				
Currency:				

Transaction Details	Transfer 1	Transfer 2	Transfer 3	Transfer 4
Contract Date:				
Value Date:				
Amount Sold:				
Amount Purchased:				
Rate Achieved:				

RPA Details	Transfer 1	Transfer 2	Transfer 3	Transfer 4
Start Date:				
End Date:				
Direct Debit Date:				
Amount Sold:				
Amount Purchased:				

ERG Details	
Contract Date:	<p>What to do with your ERG</p> <p>You can let your ERG contract lapse at any stage, and trade at the current market rate, simply call your dealer to find out more.</p> <p>Just prior to your ERG contract expiring, if the current market rate is better than the rate guaranteed, you can simply contact us to secure the better rate and let your ERG lapse. If however the rate is worse, please contact your dealer on 1800 006 592 to exercise your ERG contract at the guaranteed rate.</p>
Rate Guaranteed:	
Amount Guaranteed:	
Expiry Date:	
Premium Cost:	

Who to contact regarding your transaction

Sales

Sales Consultant:

- New account enquiries
- Regular Payments Abroad
- Exchange Rate Guarantee
- Referrals

Australia

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 Fax: +61 (0) 2 9251 2625
 Email: private@hifx.com.au
 Web: www.hifx.com.au

Dealing

Allocated Dealer:

- Transacting currency
- Market updates
- Market order requests
- Contract pre-delivery

Phone: 1800 006 592
 Fax: 1800 006 593
 Email: info@hifx.com.au
 Web: www.hifx.com.au

Customer Service

Customer Services Contact:

- Incoming fund queries
- Contract note requests
- Payment & settlements
- All other queries

Phone: 1800 056 710
 Fax: 1800 006 593
 Email: customerservices@hifx.com.au
 Web: www.hifx.com.au

Why choose a regulated FX provider?

When sending large sums of money overseas you need peace-of-mind. You need to know that your funds are safe and that you are dealing in a regulated environment, where your interests will be protected.

Foreign exchange regulation in Australia

Australia's regulatory environment leads the way in consumer protection.

In keeping with Australian regulation both HiFX Ltd and HiFX Australia Pty Ltd, have acquired Australian Financial Services Licences (AFSL) and are regulated by the Australian Securities and Investments Commission (ASIC).

ASIC is responsible for enforcing and regulating company and financial services laws to protect consumers, investors and creditors. This provides our clients with the added security that there are strict guidelines and regulations in place designed to protect their interests.

HiFX is licensed by ASIC to provide financial product advice in the products described in this brochure.

Our registration and licence details are:

HiFX Ltd:	ARBN: 106 779 953 AFS Licence No: 240914
HiFX Australia Pty Ltd:	ABN: 78 105 106 045 AFS Licence No: 240917

Under the Corporations Act we are obliged to provide our Australian clients with a Financial Services Guide (FSG) and a Product Disclosure Statement (PDS) prior to providing any advice or conducting any transactions. If you have not received an FSG or PDS in relation to the services outlined in this user guide, you should immediately contact us to arrange a copy to be forwarded to you or visit our website (www.hifx.com.au) to download the latest copies of the FSG and PDS.

The FSG will assist you in determining whether to use any of the services we provide. The PDS contains information about the particular products we offer, including any relevant terms, significant risks and details of other fees and charges which may apply. These documents are provided to assist you in making an informed decision about our products.

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