



# **Product Disclosure Statement**

**For**

**Contracts for Difference**

**Issued By**

**Carrick Just Capital Markets Limited**

**22 March 2019**

**This document replaces the Carrick Just Capital Markets Limited Product Disclosure Statement for Contracts for Difference dated 7 December 2018.**

This document provides important information about contracts for difference to help you decide whether you want to enter any of these derivatives. There is other useful information about this offer at [www.disclose-register.companiesoffice.govt](http://www.disclose-register.companiesoffice.govt).

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

Carrick Just Capital Markets Limited has prepared this document in accordance with the Financial Markets Conduct Act 2013.

## **1. Key information Summary**

### **What is this?**

This is a product disclosure statement (“PDS”) for contracts of difference provided by Carrick Just Capital Markets Limited (“CJC”, “we”, “our”, “us”). Contracts for Difference are derivatives, which are contracts between you and CJC that may require you or CJC to make payments. The amounts that must be paid or received will depend on the price or value of the underlying currency, metal, commodity, or index. The contract specifies the terms on which those payments must be made.

### **Warning**

#### **Risk that you may owe money under the derivative.**

If the value or price of the underlying currency, metal, commodity, or index changes, you may suffer losses. In particular, unlike most other kinds of financial products, you may end up owing significant amounts of money. You should carefully read section 2 of this PDS (Key Features of the Derivatives) on how payments are calculated.

#### **Your liability to make margin payments.**

CJC may require you to make additional payments (margins) to contribute towards your future obligations under these derivatives. These payments may be required at short notice and can be substantial. You should read carefully section 2 of the PDS (Key Features of the Derivatives) about your obligations

#### **Risks arising from issuer’s creditworthiness.**

When you enter into derivative with CJC, you are exposed to a risk the CJC cannot make payments as required. You should carefully read section 3 of this PDS (Risks of these Derivatives) and consider CJC’s creditworthiness. If CJC runs into financial difficulty, the margins you provide may be lost.

#### **About Carrick Just Capital Markets Limited.**

Carrick Just Capital Markets Limited is a company incorporated in New Zealand. We offer leveraged contracts for difference (“CFD”) trading through an online trading platform. The company offers CFDs based on a range of underlying assets which includes currencies, metals, commodities and stock indices.

## **Which derivatives are covered by this PDS?**

This PDS covers the CFDs that you trade with CJC. Each CFD is based on an underlying asset which may be a currency, metal, commodity or a stock index. There is no delivery of physical for CFDs.

### **Nature and effect and main uses**

Set out below is a brief description of the nature or effect of the derivatives and the key benefits or main uses of the CFDs we offer.

- The CFDs we offer are over-the-counter products. CJC will be the counterparty to your trades. They are not traded on an exchange. Unlike CFDs traded on an exchange, the terms and CFD specifications are not standardised and may differ from other offers.
- The CFDs' risk and reward profile and price movements are highly correlated to the underlying asset. Their changes in values are, to a high degree, subject to the same factors and market forces.
- The CFDs are non-deliverable CFDs. There is no physical delivery of the underlying asset. This means that the seller need not deliver, and the buyer need not take delivery of the underlying asset. The CFDs that you have bought or sold will remain open until you close it. The CFDs are cash settled. The difference between the price you buy at and sell at, and the roll-over cost makes up the profit or loss. Prior to the closing of the position, your position will be marked-to-market on a real time basis and any profit or loss will be credited to or debited from your account on a real time basis.
- The CFDs are traded on a margined basis. You are required to deposit with CJC a percentage of the total value of your positions ("margin"). The level of margin required is not the same for each CFD. The total amount of margin required is determined by the percentage required for each CFD and is subject to real time revaluation. CJC may change the margin required at any time. You will be advised of any margin changes by email or by notification on the trading system.
- You do not own the underlying asset and hence you do not have any rights or obligations associated with the asset.
- These CFDs cannot be sold, assigned or transferred to another person or entity. The only way for you to close your position is to liquidate it with CJC.

For investors whose objective is only to take advantage of price movements, these CFDs are the ideal assets as they need not have to deliver or receive the physical asset. There

may be costs and resources needed to perform the task of delivery and receipt of the physical asset.

For investors whose objective is to hedge their current or expected exposure to the price movement of the underlying asset, the CFDs offer a good hedging solution. Traders of the physical assets may buy or sell the derivative to hedge against unfavourable price movements.

The CFDs offered by CJC generally do not have an expiry date. This is unlike CFDs traded on an exchange which have expiry dates and hence requires the roll-over of the CFDs from one contract month to another. The CFDs suits investors across a wide range of holding period. CFDs can be used for short and long term trading. If you have sufficient margin, you can continue to hold on to the position.

The ability to transact using leverage is another benefit of the CFDs. Only a percentage of the position is needed to maintain the position. The holder of the position does not need to pay the full value of the position. This reduces the amount of capital needed.

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## **2. Key features of the derivatives**

### **Nature and effect of our CFDs**

A CFD for difference (CFD) is a CFD based on an underlying asset. This asset can be a currency, metal, commodity, an index or any other asset.

There is no delivery of the underlying asset. You are not buying or selling the underlying asset. You are buying or selling the derivative. The value of the derivative is derived from and is highly dependent on the value of the underlying asset. By entering into a CFD transaction, you are effectively buying or selling the underlying but in a derived manner. Similar to the risk of having a position in the underlying asset, you will be exposed to the risk of price changes in the underlying.

You enter a transaction by buying or selling with CJC and close out a transaction by doing the opposite with CJC. CJC is the counterparty to your transactions. By entering into these CFDs, you enter into an agreement with CJC to buy or sell at an agreed price. The price of your holding is revalued real-time by a marked-to-market process. If you have not closed out a transaction, you have a position, and this is subject to real time marked-to-market revaluation. The price of your position is compared to the prevailing market price and any profit or loss will be charged to your account immediately.

The CFD that you trade with CJC is considered an over-the counter product (OTC). It is a product that is offered by CJC and your contract is with CJC. You do not get to own nor deliver the underlying asset.

You will be trading on leverage. The amount of margin required is generally 1 to 3 percent. The margin required may be different for each CFD type and may be changed at any time and you are advised to make sure you are aware of the requirement prior to trading. Required margins are also calculated in a real-time manner. Your positions will be forced liquidated (stop-out) if your equity falls to a certain level (the stop-out level). This level is set to prevent your account from going into negative equity. However, there is no guarantee that your account will not go into negative equity. This may happen during periods of high volatility or poor liquidity. You must pay us the negative equity amount. Margin requirement and stop-out levels may change at any time. We will inform you of any changes.

## Explanation of margin required/leverage

Margin required/leverage	Explanation
1%/100 times leverage	A position of \$100,000 requires \$1,000 of margin
1.5%/66.7 times leverage	A position of \$100,000 requires \$1,500 of margin
2%/50 times leverage	A position of \$100,000 requires \$2,000 of margin
3%/33.3 times leverage	A position of \$100,000 requires \$3,000 of margin

A list of margins required, stop out levels and more information about our CFDs can be found at Contract Specification on our website [www.cjcmarkets.com](http://www.cjcmarkets.com).

### **Key benefits and main uses of our CFDs**

The key benefits and uses of our CFDs are:

There is no need to deliver or take delivery of the underlying asset. For speculators, the main consideration is usually the difference between the entry price and close out price of the position. Delivery can be cumbersome and costly.

CFDs are generally cheaper to transact in than the underlying asset. Commissions are usually lower or none. Trading on leverage (only a small percentage of the notional amount is required to establish a position) also results in savings in terms of the cost of funds from the smaller amount of funds needed to undertake the same amount of risk.

Percentage gains are magnified due to the leveraged nature of the product. However, losses will also be magnified in percentage terms.

CFDs can be used for both speculation and hedging purposes. CFDs allow the investor to trade from both a “long” and “short” position. A “long” position is established when the investor believes there will be a price appreciation. He buys the CFD. A “short” position is established when the investor believes there will be a price depreciation. He sells the CFD. Some underlying asset markets do not allow for the maintenance of short positions. A position is closed by doing the opposite of establishing a position. If you originally bought (you have a long position), you must sell to close the position. If you originally sold (you have a short position), you must buy to close the position

CFDs can be used for hedging. Investors with an underlying position or who expect to have a position may use a CFD to hedge the position by entering into a transaction

which is opposite to the position. Depending on the degree of hedging, a loss or profit on the derivative is compensated by a profit or loss on the underlying asset.

**Description of amounts payable, how to calculate the amounts payable under the CFDs and delivery obligations.**

***Types of amounts payable***

There are 4 types of amounts payable. These are the spread, margin, profit or loss and the roll over (swap) costs.

***How to calculate the amounts payable***

a. Spread

This is the difference between CJC's buying and selling price of a CFD. It is calculated as follows:

$$\text{Spread} = \text{transacted amount} \times (\text{Offer price} - \text{Bid price})$$

b. Margin.

This is the amount of money that is needed to maintain a position. The margin is calculated as a percentage of the notional amount traded and is calculated as follows:

$$\text{Margin required} = \text{transacted amount} \times \text{margin required.}$$

c. Profit and Loss

Profit and loss are calculated in a real time manner. It is the difference between the price of your position and our current market price. Your profit and loss will be calculated as follows:

$$\text{Long Position: Position size} \times (\text{current price} - \text{cost price})$$

$$\text{Short Position: Position size} \times (\text{cost price} - \text{current price})$$

d. Roll-over (Swap) Cost

Your positions are subject to a roll-over (swap) cost every day. This cost may be a credit or a debit and is applied to your account at the end of each trading day. For currency CFDs, this is the interest differential between the two currencies. For metals, commodity and index CFDs, this cost is the funding cost. Roll over (swap) costs are not fixed and may change at any time. They are available on the trading platform.

Generally:

The holder of a long position in a higher yielding currency gets a credit and the holder of short position in a higher yielding currency gets a debit.

The buyer of a metals, commodity or stock index CFD gets a debit while the seller gets a credit.

CJC may add a spread to these costs. At times, due to low interest rate differentials and low funding costs, with the addition of CJC's spread, you may be charged with a debit for both sides of your positions. Roll over (swap) costs are charged every day until your position is closed.

The spread, margin required and roll over (swap) costs are not fixed and may be changed at any time. The spread and roll over (swap) costs are available on the trading platform and the margin required is available under Contract Specifications on our website [www.cjcmarkets.com](http://www.cjcmarkets.com).

### ***Delivery obligations***

If your position moves in your favour, we are obligated to credit to your account the profit. If your position moves against you, the loss will be debited from your account. We will also credit or debit your account with the roll-over (swap) cost each day as long as your position is open. If your position moves against you, there are 3 things you can do:

- You close the position.
- You deposit more money into your account to continue to maintain the position.
- You do nothing. However, should your equity fall to the stop-out level, your positions will be closed out.

Our system allows you to have access to your position, profit/loss, margin required and margin level real time and at all time. It is your responsibility to ensure that you are aware of your account's situation at time, especially with regards to positions, profit and loss and margin levels.

CJC is not obligated to make margin calls. Stop-out execution will be performed without notification to you and if your account is in negative equity after the completion of the stop out process, you are obligated to make payments to us to eliminate the negative equity.

A more detailed description of the amounts payable, the method of calculating and delivery obligations are found in the Examples section below.

### ***Terms of our CFDs***

Generally, each CFD you have can be held for as long as you have enough funds for your margin requirement. It will only be closed when you do an offsetting and opposite transaction to close it. CFD positions that are held overnight will incur roll-over (swap) costs. For currency CFDs, this cost is derived from the interest differential between the two currencies. For metals, commodities and index CFDs, this cost is the cost of funding the purchase or sale of the underlying asset. Examples of these terms are set out in the examples below.

### ***Examples***

The below examples show how you can establish a position, the spread that you must pay, the margin that is required, the roll over (swap) costs and the profit and loss that is realised when the position is closed.

#### **Example 1 – Currency CFD**

Person A's account is denominated in USD. He thinks that the NZD will appreciate against the USD. He wants to establish a long position by buying 1 lot of NZD vs. the USD, (NZDUSD).

The price of NZDUSD quoted by CJC is 0.6495 bid/0.6500 offer. He buys 1 lot (which is equal to NZD 100,000) at 0.6500.

#### ***Spread***

CJC receives the spread which is the difference between the bid and offer price. In this case, it is 0.0005. This spread is incorporated into his position as when he closes his position, he must sell at the bid price.

The value of the spread is calculated as:

$$100,000 \times (0.6500 - 0.6495) = \text{USD } 50.$$

#### ***Margin***

The margin required is calculated as follows:

The margin required is 1%.

Margin required = Transacted amount x margin required.

$$= (100,000 \times 0.6500) \times 1\% = \text{USD } 650$$

### ***Roll over (swap) cost***

If the position is held across the trading day, it will be charged a roll over (swap) cost. This cost is available on the trading platform.

For that day, the cost is USD 3.00 a day per lot. He pays the roll-over (swap) cost because he is long the lower interest yielding currency (NZD).

$$\text{Roll-over (swap) cost} = 1 \times - \text{USD } 3.00 = - \text{USD } 3.00.$$

### ***Profit and loss***

Scenario 1: Making a profit.

On day 2, The price has risen. The NZDUSD rate is now at 0.6600 and he decides to close his position at the current price. His profit or loss is calculated as follows:

$$\begin{aligned} \text{Profit/loss} &= \text{Position size} \times (\text{current price} - \text{cost price}) \\ &= 100,000 \times (0.6600 - 0.6500) \\ &= \text{USD } 1,000 \text{ (profit)} \end{aligned}$$

$$\begin{aligned} \text{His final profit/loss} &= \text{profit/ loss} + \text{roll over (swap) cost} \\ &= \text{USD } 1,000 - \text{USD } 3.00 \\ &= \text{USD } 997.00 \text{ (profit)} \end{aligned}$$

The spread has been incorporated into the bid - offer price that he sold at to close his position.

Scenario 2: Making a loss.

On day 2, The price has fallen. The NZDUSD rate is now at 0.6380 and he decides to close his position at the current price. His profit or loss is calculated as follows:

$$\begin{aligned} \text{Profit/loss} &= \text{Position size} \times (\text{current price} - \text{cost price}) \\ &= 100,000 \times (0.6380 - 0.6500) \\ &= - \text{USD } 1,200 \text{ (loss)} \end{aligned}$$

His final profit/loss = profit/loss + roll over (swap) cost

$$= - \text{USD } 1,200 - \text{USD } 3.00$$

$$= - \text{USD } 1203 \text{ (loss)}$$

The spread has been incorporated into the bid - offer price that he sold at to close his position.

### **Example - Metal CFD**

Person A's account is denominated in USD. He thinks that the Gold will appreciate against the USD. He wants to establish a long position by buying 1 lot of Gold vs. the USD, (GOLD)

The price of GOLD quoted by CJC is 1187.00 bid/1188.00 offer. He buys 1 lot (which is equal to USD 11,880) at 1188.00.

This is calculated as follows:

$$1 \text{ (lot)} \times 10 \text{ (contract size)} \times 1188 \text{ (price)} = \text{USD } 11,880.$$

### ***Spread***

CJC receives the spread which is the difference between the bid and offer price. In this case, it is USD 1.00. This spread is incorporated into his position as when he closes his position, he must sell at the bid price.

The value of the spread is calculated as:

$$\text{Spread} = \text{no. of lots} \times \text{contract size} \times (\text{offer price} - \text{bid price})$$

$$= 1 \times 10 \times (1188.00 - 1187.00) = \text{USD } 10.$$

### ***Margin***

The margin required is calculated as follows:

The margin required is 1%.

Margin required = Transacted amount x margin required.

$$= 11880 \times 1\%$$

$$= \text{USD } 118.80$$

### **Roll over (swap) cost**

If the position is held across the trading day, it will be charged a roll over (swap) cost. This cost is available on the trading platform.

For that day, the cost is USD 1.78 a day per lot. He pays the roll-over (swap) cost because he is assumed to have to fund the cost of buying Gold.

Roll-over (swap) cost = 1 x - USD 1.78 = - USD 1.78.

### **Profit and loss**

Scenario 1: Making a profit

On day 2, The price has risen. The GOLD rate is now at 1195.00 and he decides to close his position at the current price. His profit or loss is calculated as follows:

$$\begin{aligned}\text{Profit/loss} &= \text{Position size} \times (\text{current price} - \text{cost price}) \\ &= 1 \times 10 \times (1195.00 - 1188.00) \\ &= \text{USD } 70 \text{ (profit)}\end{aligned}$$

$$\begin{aligned}\text{His final profit/loss} &= \text{profit/loss} + \text{roll over (swap) cost} \\ &= \text{USD } 70.00 - \text{USD } 1.78 \\ &= \text{USD } 68.22\end{aligned}$$

The spread has been incorporated into the bid - offer price that he sold at to close his position.

Scenario 2: Making a loss

On day 2, The price has fallen. The GOLD rate is now at 1175.00 and he decides to close his position at the current price. His profit or loss is calculated as follows:

$$\begin{aligned}\text{Profit/loss} &= \text{Position size} \times (\text{current price} - \text{cost price}) \\ &= 1 \times 10 \times (1175.00 - 1188.00) \\ &= - \text{USD } 130 \text{ (loss)}\end{aligned}$$

$$\begin{aligned}\text{His final profit/loss} &= \text{profit/loss} + \text{roll over (swap) cost} \\ &= - \text{USD } 130 - \text{USD } 1.78\end{aligned}$$

= - USD 131.78 (loss)

The spread has been incorporated into the bid - offer price that he sold at to close his position.

These above example shows how a CFD works and the some of the situations which you may encounter when trading in CFDs. They are hypothetical situations for illustrative purposes only. Please note that corporate actions may affect the price of a stock index CFD.

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

### **How to enter into a CFD**

To enter into a CFD, you must first open account with CJC and then access the trading system or contact us to enter a transaction.

### ***Opening an account with CJC***

Clients who wish to enter a CFD must first open an account with CJC. Prior to opening the account, you must read and understand this PDS and other information that are contained in the offer registry.

When you open an account, you agree to be bound by the terms and conditions in this PDS and the Client Services Agreement. We require information from you and you agree that the information you have provided is true and correct. We will also require proof of identity, bank account information, address and other information that is required under the laws of New Zealand.

We will also need to assess your suitability to trade derivatives. Such an assessment may consider your trading experience, professional or educational qualifications and funds available. We may also assess your understanding of risk, leverage, volatility and other aspects of derivatives trading.

We will also ask you to acknowledge that you are solely responsible for the monitoring of your positions and risks and your obligations under our agreement.

Once your application is approved, you will be provided with:

- A link to access the trading system with your log-in details
- Information regarding the deposit of funds with CJC

- Once you have deposited enough margin, you may commence to enter into a CFD. There is no minimum amount of margin required. However, if you have insufficient margin, you will not be able to enter into a transaction.

### ***Entering into a transaction***

You enter into a transaction by trading on CJC's electronic trading platform by entering your log-in details. On this platform you can:

- View real-time prices
- Place, amend and delete orders
- View charts and perform technical analysis
- Set alerts
- Access your Position, Equity, Free margin and Percentage on a real time basis
- Access your trading history

To enter into a transaction, you will need to place an order. Your order must include the type of contract, the amount, the price, the type of order, whether you are buying or selling and the expiry of the order if any. You will be quoted a price and you can choose to transact or not. If you choose not to transact, you may request a price again. Your orders will be displayed on the system and you will receive a confirmation from us when a trade has been executed by you.

You can also enter into a transaction by calling us to place an order. We will identify you by asking you for your telephone password. The requirements for placing an order by telephone is the same as that placing an order on-line. Your orders will also be displayed on your system and you will receive a confirmation from us when a trade has been executed for you.

### **Rights to alter terms of a CFD or to terminate the CFD**

Your CFD cannot be altered. However, you can close out your position partially any time during trading hours. This can be done by reducing the number of contracts held. If your position is closed partially or fully, the profit or loss will be realised and charged to you. For index CFDs, corporate actions such as dividend payments and share splits or consolidation may affect the price.

You cannot terminate a CFD, but you can close out your CFD position. By doing so, you will realise the profit or loss, and this will be charged to your account.

Both CJC and you can terminate the Client Services Agreement by giving written notice. CJC needs to give you 30 days' notice. You can give notice to terminate at any time. We will endeavour to close your account within a reasonable period. You will need to close all your positions and ensure that your account has a positive equity and that you do not owe us money. If you owe us money, you must pay us the money before the agreement can be terminated. Once notice to terminate has been given, we reserve the right to not allow you to open new positions.

We reserve the right to not accept anyone as a client, suspend or close the account of any client and to restrict the trading activity of any client. At times, prices that are not representative of the market may be quoted to you and transacted by you. We reserve the right to reverse such trades or modify the prices of such trades to reflect the correct pricing at that time.

### 3. Risk of these derivatives

Trading in these derivatives exposes you to risks. Three risks that are associated with the trading of these derivatives are product risk, issuer risk and risk when entering or settling the derivatives

#### Product Risks

The table below lists the significant risks to investors that arise from the contractual terms of the derivatives and from the client agreement.

Risk	Circumstances that may give rise to risk /example of how risk arises
Leverage risk	Our CFDs are traded using leverage. Leverage allows to you to trade to a large position by depositing a percentage of the value of the position as margin. Leverage increases the percentage profit or loss. If you do not have enough margin or is highly leveraged, your positions may be stopped-out. There is also the possibility that you may lose more than your initial investment.
Foreign exchange risk	Your account is denominated in the currency of your choice. All profit and loss and costs are converted into this currency of your choice. Due to fluctuations in exchange rates, your profit or loss and costs may increase or decrease when converted into the currency that your account is denominated in.
Loss due to spread	The price that CJC quotes to you includes a Bid and Offer. The difference between them is the spread. If you buy and sell, you have to pay the spread, and this will result in you suffering a

	<p>loss even if the market is not volatile. When the market is volatile or illiquid, the spread may increase, and this may magnify your loss.</p>
Price gapping risk	<p>You are exposed to the risk that your CFD's price may change and its movement may result in a decrease in the value of the CFD thereby causing you to suffer a loss.</p> <p>Also, CFD prices are subject to many influencing factors and may have large and quick fluctuations. A higher volatility may result in the value of your CFD being adversely affected.</p> <p>A high probability of price change and large and quick changes may give rise to occasions where the price of a CFD moves significantly from one level to another leaving gaps in between prices. This is known as "gapping". This usually occurs in periods of high volatility or illiquidity. One result of price gaps is that prices may move to a level that triggers your stop-loss orders or cause a severe deterioration in the level of equity of your account.</p> <p>High volatility, poor liquidity and price gaps may result in your orders not being accepted at all or not executed at the ordered price. CJC does not guarantee the acceptance of your orders and your orders are not guaranteed to be executed at the exact ordered price.</p>
Liquidity risk	<p>Liquidity risks happens when there is a lack of volume to support prices. This usually happens when the major markets are closed or immediately before or after a major event or announcement. This may lead to you being unable to execute your transaction or having to execute your transactions at prices that are worse than what you expect.</p>
Over-the-counter risk	<p>These CFDs are issued by CJC. You can only transact with CJC. If you find that the price quoted by CJC is not suitable, you are not able to transact with any other party. Your CFDs are non-transferable and your positions can only be closed by us.</p>
Margin top-up risk	<p>CJC will endeavour to credit your account with your funds as soon as possible. However, at times, this may not be possible, and delays may occur. This may be a result of funds received after office hours, funds that are not cleared or funds whose origin needs to be investigated. Failure to pay or have enough margin may result in your positions being stopped out.</p>

## **Issuer Risks**

The counterparty of your transaction is CJC. You are therefore exposed to the risk that CJC becomes insolvent and may not be able to meet its obligations to you under the CFDs.

CJC's creditworthiness has not been assessed by an approved rating agency. This means that CJC has not received an independent opinion of its capability and willingness to repay its debts from an approved source.

CJC hedges its exposure with its counterparties and may place funds with them to do so. There is the risk that these counterparties' financial situation may worsen, and they may have difficulty returning our funds. This will increase the risk of us not being able to meet our obligations under the CFDs. CJC mitigates its counterparty risk by hedging only with regulated parties.

CJC has professional indemnity insurance which it believes to be sufficient for the services it provides.

## **Risks in Entering or Settling the Derivatives**

The significant risks that arise from the process by which the CFDs are entered or settled described below and they may result in you suffering losses.

### ***Inability to access trading platform***

Trading is predominantly by means of trading on an electronic platform. This means that you will need to have access to the platform and you are exposed to the risk of not being able to access the platform. There may be many reasons why you are not able to access your trading platform. This includes but is not limited to a failure of your computer system, a failure of CJC's computer systems, power outage, internet outage, your inability to correctly provide your log-in details and cyber-attacks.

If you are trading by the telephone, you may not be able to contact us if there is a failure in the telecommunications system.

CJC has no control of the factors that are necessary to ensure that you can have access to the platform. It is your responsibility to ensure that your systems are functioning properly, securely protected and that you have adequate alternative means of accessing the trading platform.

### ***Unauthorised trading due to your log-in details being known to someone else***

It is your responsibility to ensure that your log-in details are kept secure and protected and known to you only. You are exposed to the risk that there may be unauthorised trades done in your account should your log-in details be known by another person. Any losses or profits from such trades will be borne by you.

### ***Closure of trading platform***

CJC reserves the right to close or suspend the trading platform.

Usually, CJC's platform will be open when the markets are open. However, there may be situations when CJC will have to close its platform. Such a closure or disruption can be due to many reasons which may include a natural disaster, terrorist attack, a fire or any unexpected event. While CJC has contingency plans in place, there is no guarantee that the continuing provision of the platform will not be disrupted.

CJC may also disallow you to have access to the platform when it believes your access to the platform poses a threat to the proper functioning of the platform and CJC's systems.

### ***Regulation Risks***

CJC's business is governed by various laws and regulation. The implementation of and changes to such laws and regulations may have an adverse impact on you. Such laws and regulations may include the prohibition of offering a specific type of CFD, tax law changes and anti-money regulations. These changes may result in us discontinuing a specific CFD and having to discontinue our service to you. You may be forced to close out your positions or not allowed to open new positions.

## **4. Fees**

Details of our fees and charges are set out in the table below. Fees and charges may change from time to time. Our latest fees and charges are available on our website [www.cjcmarkets.com](http://www.cjcmarkets.com).

<b>Fee or charge</b>	<b>Amount/how it is calculated</b>	<b>When it is payable</b>
Spreads	This is the difference between the buying and selling price that CJC quotes to you. CJC earns this spread when you transact with us.  For currency CFDs – up to 3% of the value of the currency pair.	When you enter into a CFD

	<p>For metal CFDs – up to 3% of the value of the metal.</p> <p>For commodity CFDs – up to 3% of the value of the commodity.</p> <p>For index CFDs – up to 3% of the value of the index.</p> <p>Spreads are different for different CFDs and are variable and subject to change at any time. They are dependent on prevailing market conditions. A larger spread will increase the cost of your transaction.</p>	
Roll over (swap) cost	<p>This is cost of rolling over a position overnight. For currency CFDs, this is a result of the interest differential between the two currency pairs. For metals, commodity and index CFDs, this is the funding cost.</p> <p>These costs are variable and are subject to change at any time. They dependent on prevailing market conditions.</p>	When the position is rolled-over
Funds transfer and receipt fees	<p>NZD: No fees charged for transfer or receipt.</p> <p>Foreign currencies: Transfer out: USD 25 per transfer charged by CJC.</p> <p>Receipt: No fee charged by CJC</p> <p>For foreign currencies, your bank, our bank and intermediary banks may impose a charge. CJC has no control over this and this charge will be borne by you.</p>	When funds are transferred or received
Source of funds fees	A fee may be charged if CJC must request our banks to find out the source of your funds that we receive.	When we make the request

	<p>Usually, funds that we receive will be accompanied by information that shows who the sender is. However, at times, funds that are received from overseas may not be accompanied by such information, especially if the funds have been transferred through more than one intermediary.</p> <p>This fee is variable and decided by the banks involved.</p>	
Commissions	<p>CJC may charge a commission.</p> <p>This charge may be negotiated between CJC and you or the introducing party and you if you are introduced by an introducing party,</p> <p>These charges may be different for each client. It may be a dollar value, in points or in percentage.</p>	When you enter into a CFD

## **5. How Carrick Just Capital Markets Limited Treats Funds and Property Received from You.**

### **Transferring money to us**

We will only accept payments made by electronic bank transfers. CJC does not accept third party payments. CJC will not accept your funds unless it is satisfied that you have complied with all anti-money laundering and counter financing of terrorism requirements and laws of the country. All funds must be in cleared funds before they can be credited to your account. If we are not satisfied that your funds have complied with the laws and regulations of the country, we will return your funds and the cost of the return will be charged to you. Please note that there may be a period between the time you transfer funds to us, when we receive the funds and when we credit the funds to your account. It may take up to two days for the funds to be applied to your account. You are advised to provide for enough time for the funds to be credited to your account.

## **How we hold and deal with your money and property**

CJC is subject to the Financial Markets Conduct Act 2013 and the Financial Markets Conduct Regulations 2014. Client funds are pooled and held in segregated accounts on trust for our clients. This means that such funds are separate from the funds of CJC. CJC does not use this money for its operational purposes or to meet its obligations to other parties. All money is held in trust by us until you withdraw the money or when the money is due to us legally. CJC is entitled to the interest earned on the funds in the accounts. There will be no interest paid to you on your funds with us.

CJC performs a daily reconciliation between the money in the client trust account and the equity in our clients' account in our trading platform. CJC will take the appropriate action necessary to maintain the balance in the client trust account to meet our obligations.

Your monies are pooled with the funds of other clients. Some clients may make a profit while some may make a loss. All positions are managed on a pooled basis and as such, your money may be used to cover the loss-making positions of other clients on only an intraday basis. This temporary use of funds will be reversed when we debit or credit clients' accounts to reflect the true equity in their account before the close of the next business day.

By entering into our Client Services Agreement, you agree that CJC may use your funds for authorised hedging activities. This means the hedging of our CFD exposure to you. Your funds may be placed with a hedging counterparty for transacting with the hedging counterparty as is reasonably required. This is in accordance with the Financial Markets Conduct Act 2013 and Financial Markets Conduct Regulations 2014. Money placed with a hedging counterparty may not be afforded the same level of protection as when it is held in trust. You therefore may be subject to the financial risk of the parties that we place client funds with. CJC mitigates this risk by ensuring that it deals only with parties that are licensed and regulated in jurisdictions with robust regulatory regimes. We expect that Hantec Markets (Australia) Pty Limited ([www.hantecmarkets.com](http://www.hantecmarkets.com)) and Invest Financial Services Pty Limited ([www.invast.com.au](http://www.invast.com.au)) to be our counterparties for the hedging arrangements described above.

## **Withdrawals**

You may withdraw excess margins at any time. Funds can only be transferred to the bank account that has been registered with us. You can change your registered bank account or provide us with another bank account. Funds can only be transferred to a bank account with the same name as the account held at CJC. We will not transfer funds

to 3<sup>rd</sup> parties. We will need to see proof of the bank account. You will need to provide a signed written instruction to us to make a withdrawal.

## **6. About Carrick Just Capital Markets Limited**

CJC is a New Zealand incorporated company. It is in the business of providing leveraged trading of CFDs based on a range of underlying products through an on-line platform. It is licensed under the Financial Markets Act 2013 as a derivatives issuer and is regulated by the Financial Markets Authority in New Zealand. The Company's contact details are:

Registered Office: Level 2, 3 Margot Street, Epsom 1051, Auckland New Zealand

Telephone: (64) 9 2803716

Website: [www.cjcmarkets.com](http://www.cjcmarkets.com)

email: [client@cjcmarkets.com](mailto:client@cjcmarkets.com)

## **7. How to Complain**

If you have a complaint, you should contact CJC. You may call, go in person or write to:

Carrick Just Capital Market Limited

Level 2, 3 Margot Street, Epsom 1051, Auckland

Attention: The Compliance Manager

Telephone: +64 9 2803716

You can also send an email to [client@cjcmarkets.com](mailto:client@cjcmarkets.com)

If you are still not satisfied, you may contact CJC's dispute resolution scheme provider, Financial Dispute Resolution Service ("FDRS") at:

Financial Dispute Resolution Service

Freepost 231075

P. O. Box 2272

Wellington 6140

Telephone: 0508 337337

International call: + 64 4 9100952

Website: [www.fdrs.org.nz](http://www.fdrs.org.nz)

Email: [enquiries@fdrs.org.nz](mailto:enquiries@fdrs.org.nz)

The above dispute resolution scheme will not charge a fee to any complainant to investigate or resolve a complaint.

## **8. Where You Can Find More Information.**

Further information relating to CJC and the CFDs as described in this PDS (for example financial statements) is available from the offer register at [www.disclose-register.companiesoffice.govt.nz](http://www.disclose-register.companiesoffice.govt.nz). A copy of the information on the offer register is available on request to the Register.

Other information regarding CJC, the products we offer, this PDS, contract specifications, etc, are available on request by contacting any of our representatives. These and other information are also available on our website [www.cjcmarkets.com](http://www.cjcmarkets.com).

There will be no charge for any request for information.

## **9. How to Enter into a Client Agreement**

To enter into a Client Agreement, you must first complete an Account Application. You must also have read and understood the Client Services Agreement (CSA), this Product Disclosure Statement (PDS) and the Risk Disclosure Statement in the Account Application. You must also agree to the Terms and Conditions and the Client Services Agreement, sign on the relevant parts and provide the necessary documents. You can contact any representative of CJC who will show you provide you with necessary information and show you how to enter into a Client Agreement. The Client Services Agreement is available at our website [www.cjcmarkets.com](http://www.cjcmarkets.com)

Derivatives trading comes with a high degree of risk and is not suitable for everyone. The Account Application requires information from you regarding your knowledge of and experience in trading derivatives. If we believe you are not suitable to trade derivatives, we may reject your account application. If you do not provide us with the information, we will not be able to assess your ability to trade.

## Glossary

<b>Bid</b>	This is the price that CJC buys the currency pair
<b>CFD</b>	Contracts for Difference.
<b>Client Services Agreement</b>	This is the agreement that contains the Account Application and Terms and Conditions which governs the client's relationship with CJC.
<b>Equity</b>	This is the amount of funds you have in your account after considering all realised and unrealised profit and all costs.
<b>Free margin</b>	This is the equity minus the margin required. This is the amount that you can use to act as margin for new Positions.
<b>Leverage</b>	The percentage increase that you can trade based on the amount of capital you have
<b>Long position</b>	This is a position created when you have bought a CFD and have not sold it. A long position benefits when price increases.
<b>Margin</b>	This is the amount of funds that is needed to act as collateral for a Position.
<b>Margin call</b>	A notification to you to request you to deposit additional funds as margin
<b>Offer</b>	This is the price that CJC sells the currency pair.
<b>PDS</b>	This is the Product Disclosure Statement. It contains important information about the products that CJC offer.
<b>Positions</b>	This is the amount of outstanding trade that has not been closed.
<b>Risk Disclosure Statement</b>	This is the statement that describes the risk in trading the products that CJC offers.
<b>Roll over (swap) cost</b>	This is the cost that you will pay or receive to roll-over your positions. This is charged on a daily basis.
<b>Short position</b>	This is a position when you sold a CFD and have not bought it. A short position benefits when price decreases.
<b>Spread</b>	The difference between the Bid and Offer
<b>Stop-out</b>	This is when positions are closed out either through a lack of sufficient margin or when a stop order is triggered.
<b>Terms and Conditions</b>	Your relationship with CJC is governed by the Terms and Conditions.
<b>Underlying Asset</b>	This is the asset which the CFD is based upon