PRODUCT DISCLOSURE STATEMENT FOR MARGIN FX CONTRACTS

KUBERA CAPITAL MARKETS LTD.

PRODUCT DISCLOSURE STATEMENT
FOR
MARGIN FX CONTRACTS

This document provides important information about Margined Foreign Exchange contracts to help you decide whether you want to enter into any of these derivatives.

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.

This Product Disclosure Statement is issued on 12 July 2021

1. KEY INFORMATION SUMMARY

What is this?

This is a Product Disclosure Statement for Margin Foreign Exchange contracts provided by Kubera Capital Markets Ltd. (Kubera, us, we, our). Margin Foreign Exchange contracts are derivatives, which are contracts between you and Kubera that may require you or Kubera to make payments. The value of the contract will depend on the value of the underlying currency. 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 of the underlying currency 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 Product Disclosure Statement (key features of the derivatives) on how payments are calculated.

Your liability to make margin payments

Kubera may require you to make additional payments referred to as “margins” to contribute towards your future obligations under these derivatives. These payments may be required at short notice and can be substantial. You should carefully read section 2 of the Product Disclosure Statement (key features of the derivatives) about your obligations.

Risks arising from issuer’s creditworthiness

When you enter into derivatives with Kubera, you are exposed to a risk that Kubera cannot make payments as required. You should carefully read section 3 of the Product Disclosure Statement (risks of these derivatives) and consider Kubera ‘s creditworthiness. If Kubera runs into financial difficulty, the margins you provide may be lost.

About Kubera

Kubera Capital Markets Ltd. provides Margin Foreign Exchange services in the form of an on-line trading system to allow its clients access to the derivative products that are the subject of this Product Disclosure Statement. Kubera Capital Markets Ltd. (KCM) is authorised by the Labuan Financial Services Authority to carry on a money-broking business as defined under Section 86 of the Labuan Financial Services and Securities Act 2010 (LFSSA), pursuant to Section 92(1) of the LFSSA.

Which derivatives are covered by this Product Disclosure Statement?

The derivatives covered by this Product Disclosure Statement are restricted to Margin Foreign Exchange contracts. There is a full description of these products below:

Nature of derivatives

This Product Disclosure Statement covers Margin Foreign Exchange contracts (contracts). Under these contracts, one party agrees to buy a product from the other party at an agreed price, for settlement on the day the contract is closed by maintaining a deposit, referred to as "margin". The parties agree to renew the contract indefinitely until one of them affirmatively closes the contract. The Principal amount is not exchanged and the deposit/margin is returned upon closure. At the time of closure the profit or loss is settled between both parties.

Main uses of derivatives

Derivatives such as Margin Foreign Exchange contracts can be used for speculation where a contract is taken to make a profit from the market movement of the underlying asset. Speculation of this nature can also mean that traders could suffer a loss if the underlying market does not move in their favour.

Other traders use derivative contracts to hedge their exposure to an underlying asset, which they currently hold. By doing this it locks in the price at the time the derivatives contract is entered into and allows the trader to maintain ownership of the underlying asset. An example of this would be where a trader holds physical US dollars and hedges their exposure to prevent further market fluctuations against their base (home) currency.

In undertaking a Margin Foreign Exchange (Margin FX) contract you are making an investment in a financial product and hence are subject to investment risk. We recommend that you take all reasonable steps to fully understand the outcomes of utilising the products provided by us and as such you need to understand and accept the risks of investing in Margin FX.

The information in this Product Disclosure Statement is general only and does not take into account your personal objectives, financial situation and needs. This Product Disclosure Statement does not constitute advice to you on whether Margin FX products are appropriate for you.

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2. KEY FEATURES OF THE DERIVATIVES

Item	Summary
Who is the issuer of the derivative	Kubera Capital Markets Ltd. (Kubera)
What is a derivative?	Kubera offers Margin FX for which it is the issuer and provider. These are "Over the Counter" ("OTC") contracts. OTC contracts are contracts that are traded between two parties without being placed on a recognized exchange like the ASX or CME. These derivative contracts do not require the physical exchange of currency. The contract will always be cash settled and your trading account is either credited or debited according to the profit or loss of the trade. Derivative contracts provide many of the benefits of trading without having to physically hold the underlying asset.
What does the term "derivative" mean in this Product Disclosure Statement?	A derivative means a contract offered by Kubera as follows: **Margin Foreign Exchange (Margin FX)** Foreign exchange (FX) is essentially about exchanging one currency for another at an agreed rate. In every exchange rate quotation, there are two currencies. The exchange rate is the price of one currency (the "Base Currency") in terms of another currency (the "Term Currency"). Margin FX products are a subset of foreign exchange trading that allows you an opportunity to trade foreign exchange on a leveraged basis as opposed to paying for the full value of the currency. Instead of buying the whole face value of an FX contract, you pay only a small margin (typically 1%) of the face value of the currency traded and have the benefit/cost of fluctuations of the currency. There is always a long (bought) and a short (sold) side to a trade, which means that you are speculating on the prospect of one of the currencies strengthening and one of the currencies weakening. It is the nature of this movement that gives the opportunity or risk for you. Margin FX contracts are principal-to-principal contracts. Kubera offers you a contract price based on relevant market and business conditions. This means both parties act as principals to the transaction and have a direct exposure to each other. Kubera hedges all position with its counterparties, but this transaction is a separate transaction between Kubera and its counterparty.
What are the main uses of derivatives	People who trade in Margin FX may do so for a variety of reasons. Some trade for speculation, that is, with a view to profiting from fluctuations in the price or value of the underlying contract. For example, traders may have no need to sell or purchase the underlying currency themselves, but may instead be looking to profit from market movements in the currency. Others trade contracts to hedge their exposures to the underlying asset. For example, a currency derivative can be used as a risk management tool to enable those with physical holdings of a particular currency to lock in an effective exchange rate against another currency today by taking a currency derivative contract. Then, if the price of the underlying currency the investor holds falls, the currency derivative positions will wholly or partly offset the losses incurred on the physical holdings.

What fees and charges are payable in respect of a derivative contract?	Common fees and charges are any or all of the following: • Spread and Interest • Swap Credits and Charges • Bank Fees Refer to section 4 – Fees, for further information.
Are the derivative contracts deliverable?	No. All derivative contracts are closed out and cash settled. That is, the profit or loss is either credited or debited to/from your account held with Kubera .
What is Margin?	Your Initial Margin is the amount Kubera requires you to maintain in your account as soon as you open a new Margin FX contract. Your Maintenance Margin is the additional amount Kubera requires you to maintain if equity in your account falls short of the required margin. Equity = Balance – Margin +/- Floating Profit/Loss. If the equity falls short of the required margin, you must either deposit additional funds or alternatively close out existing open positions to reduce your required margin to a level acceptable to Kubera. Margins act as collateral or a security buffer and protects Kubera in the event of a default by you. Typically Kubera will require an Initial Margin calculated as a percentage of the contract value. For example, if you took a position in EUR/USD with a face value of EUR 100,000 and leverage of 100:1 or 1% it would mean that you maintain an initial margin of USD $1,000. Points to note: a) You are always buying or selling the first currency or commodity stated in the pair. In the example of EUR/USD you are either buying or selling EUR against the USD; b) Your account is in USD; therefore the margin is calculated in this currency.
What is leverage	Leverage allows you to outlay a relatively small amount, known as the initial margin, to secure an exposure to the underlying contract without having to pay the full price. Accordingly, leverage allows you to take a greater level of risk for a smaller initial outlay, thus amplifying the risks and rewards. However, you need to fully understand that leverage also increases risks and magnifies potential losses. For example, if leverage were 100:1 or 1% it would mean that you could gain exposure to a EUR/USD 100,000 contract for an initial margin of USD 1,000. For every point movement the profit or loss will be USD $10.00. For example, when the EUR/USD price moves from 1.1201 to 1.1202 this equates to a $10.00 profit or loss when taking a EUR/USD 100,000 position.
How do I place a derivative transaction order with Kubera?	Kubera accepts Margin FX orders via our on-line trading system.
What is the term of the derivative contract?	The contracts offered by Kubera do not have a term i.e. end date. All contracts that are open at the end of the trading day are rolled to the next trading day and so on until they are closed.

2.1 ENTERING A DERIVATIVE CONTRACT AND RIGHTS TO TERMINATE

Item	Summary
How do I Open an Account?	Prior to transacting in Margin FX contracts, you must read and understand Kubera's Terms and Conditions, and this Product Disclosure Statement, which are all available on our website. You must complete the Application Form and return or submit on-line with the stipulated supporting documents for consideration for the account to be opened. Kubera reserves the right to decline to open accounts for any person and is not bound to provide reasons for doing so.
How do I enter into a derivatives contract?	To enter into a Margin FX contract you are required to meet the margin required for the particular contract.
Rights to Terminate	Failure to meet Kubera's margin requirements is an event of default and Kubera has the right to immediately close your contracts. A margin call warning (and potential liquidation) is triggered if a client's equity falls below the required margin. During the margin call warning period, clients receive margin call alerts on their on-line trading system to either top up the accounts or their contract(s) will be closed at the market price when the client's equity reaches the margin call level. A warning indication is also displayed on the clients on-line trading system with their balance bar turning red. Should the client not deposit additional funds or free up additional margin by closing contracts, when the account reaches stop out levels, the clients' contracts will be automatically closed.
Suspended or halted underlying asset.	Should our counterparty providers stop providing pricing and clearing in a certain contract or underlying asset due to a suspension or trading halt, then Kubera will be unable to process orders which have not yet been opened, and will suspend trading on open contracts until such time as pricing becomes available again.
Operational Risk	Operational Risk is inherent in every Margin FX contract; for example, disruption to our operational processes such as communications, computers, networks or external events may lead to delays in the execution of or settlement of a transaction. Kubera relies on a number of technology solutions to provide you with efficient services. A disruption to Kubera's on-line trading system may mean you are unable to trade in a Margin FX contract offered by us and you may suffer a loss as a result. An example of disruption could be if our on-line trading system crashes.

2.2 HOW ARE MARGIN FX CONTRACTS CALCULATED

We have used 2 examples below to explain how Margin FX contracts are calculated.

Example 1 – Profit

John thinks the EUR will appreciate against the USD in the near future. He see that the prices quoted on the EUR/USD currency pair by Kubera is 1.27726 (bid) / 1.27746 (offer). The "offer" is the buy price, so he buys a contract of EUR/USD, at a lot size of 100,000. He wants to sell it later at a higher price.

Points to note:

a. John is buying the first currency stated in the currency pair and selling the second currency stated. In this instance John is buying EUR and selling USD.
b. The currency that John holds the account in is USD.
c. Leverage is 1:100.

Opening the Contract	
Buy 100,000 at the offer price	1 x 100,000 x 1.27746 = USD 127,746
The contract is leveraged at the ratio of 1:100. That means that we require an initial margin from John to be deposited into our account, which is 1% of the contract value.	$127,746 x 0.010 = $1,277.46
We earn a "spread", which is the difference between the bid and offer prices that we source from our counterparty providers, and the bid and offer prices we quote to you. In this example, the difference is 0.0200 (known as two "pips"). It is built into the price when John closes his contract, because he will sell it back at the bid price.	(1.27746 – 1.27726) x 100,000 = $20 USD
Closing the Contract	
The price of the EUR/USD has increased by 10 points to 1.27846 (bid) / 1.27860 (offer). The trade has moved in John's favour and he decides to take his profit and close the contract by selling at the bid price.	1 x 1.27846 x 100,000 = $127,846 USD
John's total gross profit is the sell price less the buy price.	$127,846 – $127,746 = $100 USD

Summary:

In the above example, John had to deposit $1,277.46 USD to cover his Initial Margin requirement, and he has made a total profit of $100 USD.

Example 2 – Loss

John thinks the EUR will depreciate against the USD in the near future. He sees that the prices quoted on the EUR/USD currency pair by Kubera is 1.27726 (bid) / 1.27746 (offer). The "bid" is the sell price, so he sells a contract of EUR/USD, at a lot size of 100,000. He wants to buy it later at a lower price.

Points to note:

a. John is buying the first currency stated in the currency pair and selling the second currency stated. In this instance John is selling EUR and buying USD.
b. The currency that John holds the account is in USD.
c. Leverage is 1:100.

Opening the Contract	
Sell 100,000 at the bid price	1 x 100,000 x 1.27726 = USD 127,726
The contract is leveraged at a ratio of 1:100. That means that we require an initial margin from John to be deposited into our account, which is 1% of the contract value.	$127,726 x 0.010 = $1,277.26
We earn a "spread", which is the difference between the bid and offer prices that we source from our counterparty providers, and the bid and offer prices we quote to you. In this example, the difference is 0.0200 (known as two "pips"). It is built into the price when John closes his contract, because he will sell it back at the offer price.	(1.27726 – 1.27746) x 100,000 = $20 USD
Closing the Contract	
The price of the EUR/USD has increased by 10 points to 1.27846 (bid) / 1.27860 (offer). The trade has moved against John and he decides to close the contract by buying at the offer price.	1 x 1.27860 x 100,000 = $127,860
John's total gross loss is the sell price less the buy price.	$127,726 – $127,860 = –$134

Summary:

In the above example, John had to deposit $1,277.26 USD to cover his Initial Margin requirement, and he has made a total loss of $134 USD.

(The examples above are for demonstration purposes only. They do not reflect any specific circumstances or the obligations that may arise under a derivative entered into by the investor.)

3. RISKS OF THESE DERIVATIVES

3.1 PRODUCT RISKS

Market Risk

This is the risk that the markets move in a direction not anticipated. External market forces can cause markets and prices to change quickly, such forces include changing supply and demand relationships, governmental, agricultural, commercial and trade programs and policies, national and international political, economic events and pandemics and the prevailing psychological characteristics of the marketplace. As the price of your Margin FX contract is based on an underlying currency, these factors may affect your contract and our ability to execute, settle or close out transactions on your behalf.

Capital Risk

You could lose the entire Margin that you deposit to establish or maintain a Margin FX contract.

All derivatives involve risk and there is no trading strategy that can eliminate it. The placing of contingent orders (such as a stop-loss order) may not always limit your losses to the amounts that you may want, as market conditions may make it impossible to execute such orders.

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

Consequences of Failure to Make Payment

Should the price of the underlying currency on which your contract is based move against you, your on-line trading system may display a Margin Call and, at short notice, you will be required to deposit further funds into your account in order to maintain your contract. Should Kubera's systems display a Margin Call, which may be substantial, you must deposit sufficient funds into your account immediately. In the event of you failing to make Margin payments we may reduce or close all your open contracts without further notice and you will be liable for any shortfall. All contracts are priced against the market price real time, with market movements (profit or loss) updated immediately in your on-line trading account. You must be in a position to fund such payments at all times. Margins must be paid immediately after the call. Should your account reach a level where it has insufficient equity to maintain contracts, Kubera has the right to close contracts in its absolute discretion.

Consequences of Altering the Terms of Derivative or Terminating a Derivative

Should the terms of an underlying financial product, which your contract with Kubera is based, become altered or terminated then the corresponding alteration or termination of the contract specifications will be passed onto you. The effect of this could mean that you suffer a loss of some or all of your initial margins and could be exposed to further losses, which Kubera would seek to recover from you.

3.2 ISSUER RISKS

Given you are dealing with Kubera as counterparty to every transaction, you will have an exposure to us in relation to each transaction. This is common to all OTC financial market products.

You are subject to Kubera's credit risk. If we were to become insolvent, we may be unable to meet our obligations to you. Kubera enters into arrangements with third party counterparties for the facilitation of transactions and settlements, and uses money received for margin and settlements for this purpose. If the financial conditions of Kubera, its counterparties or the parties with which we hold client assets deteriorate, then you could suffer loss because the return of your capital and other client's capital could become difficult.

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

3.3 RISKS WHEN ENTERING OR SETTLING THE DERIVATIVE

Foreign Exchange Risk

Kubera accounts are denominated in US Dollars (USD) and accordingly all Margins, Profits, Losses, Interest and Rollover Fees in relation to the contract are calculated in USD.

Accordingly, your profits or losses may be affected by fluctuations in the applicable foreign exchange rate between the time the order is placed and the time the contract is closed.

Upon closing a contract and requesting a funds withdrawal, the USD balance will be converted to the currency you request (your base currency) in order to make payment to you. Any conversion will be at the exchange rate quoted by Kubera. Until the USD balance is converted to your base currency, fluctuations in the relevant foreign exchange rate will affect the amount you receive.

Slippage

In fast moving or illiquid markets "slippage" may occur. Slippage occurs when market prices do not follow a "smooth" or continuous trend and are typically caused by external factors such as world, political, economic and corporate related events. Should slippage occur in the underlying currency on which your Margin FX contract is based, you may not be able to close out your contract or open a new contract at the price at which you have placed your order.

Stop Loss Orders

Stop loss orders are designed to limit your loss should the market move against you and the on-line trading system is instructed to close the contract if the price reaches the pre-defined level set.

Stop loss orders are not guaranteed and the execution of such orders will depend on market volatility and liquidity. So whilst stop losses generally allow you to control potential losses should the market move against you, please be aware that stop loss orders may not always limit your losses in the way you anticipate.

In cases where stop loss orders have been placed and the market price moves immediately to a level away from your stop loss order you would suffer a loss as your stop loss order is not guaranteed.

Liquidity

Under certain conditions it may become difficult or impossible for you to close out your contract. This can occur when there is a significant change in the price of the underlying asset over a short period of time. Some international markets may have a lower trading volume than other more liquid international markets, which may increase the risk that the liquidity of a currency is decreased or removed from the market due to unforeseen economic, political, natural disasters or catastrophic events.

Risk of Unauthorised Access

We are entitled to treat anyone logging on to your on-line trading system and conducting trading activity as you. You are responsible for maintaining the secrecy of your login details. If someone accesses your on-line trading system and enters into unauthorised trading activity, you may suffer a loss.

Electronic On-line Trading System

You shall be responsible for providing and maintaining the means by which to access the electronic on-line trading system, which may include without limitation a personal computer and internet access. While the Internet is generally reliable, technical problems or other conditions may delay or prevent access. If you are unable to access the Internet and thus, the electronic on-line trading system, it will mean you may be unable to trade in Margin FX contracts offered by Kubera and you may suffer a loss as a result. Furthermore, in unforeseen and extreme market situations, such as an event like September 11 or a global catastrophe, Kubera reserves the right to suspend the operation of its electronic on-line trading system or any part or sections of it. In such an event, Kubera may, at its sole discretion (with or without notice), close out your open contracts at prices it considers fair and reasonable at such a time. Kubera may impose volume limits on client accounts at its sole discretion. Please note that such measures would only be implemented in extreme market conditions, and such discretion only reasonably exercised in the best interests of the client.

4. FEES

Spread & Interest

Kubera does not charge you fees or commissions to enter into a contract. We earn our revenue from the difference (the Spread) between the price paid to buy or sell the Base Currency expressed against the Term Currency.

The Spread is incorporated into the price of the currency quoted by us on the trading system and is not an additional fee or charge payable by you. The Spread will vary depending upon the size of the transaction, currencies being bought and sold, the composition and prevailing market conditions.

Kubera also earns revenue from any interest received on funds held in the Trading Account.

Swap Credits and Charges

Where a contract is held at the close of the Trading Day (5 pm New York Time (EST)), that contract will be rolled over to the next Trading Day and a Swap Credit or Charge will be made with respect to the contract. The Swap Credit or Charge is a premium or discount that represents the net interest due to you or payable by you in respect of interest received on the bought (long) side of a contract and interest payable on the sold (short) side of a contract, in each case determined using LIBOR/LIBID interest rates, due to the settlement date being extended (Rolled Over).

The LIBOR/LIBID rate is the average interest rate estimated by leading banks in London that the average leading bank would be charged if borrowing from other banks. Kubera uses these interest rates as its reference rate to determine the applicable Swap Credit or Charge on every contract held at the close of each trading day.

Whether you are credited or debited depends on two factors:

1) If you are holding a long or short position; and
2) The interest rate differential between the Currency Pair you are trading.

Interest is paid on the currency that is borrowed, and earned on the one that is bought. In effect, you earn or pay interest depending on the direction of your contract.

Example of Rollover calculation formula:

Contract notional value x (base currency interest rate – terms currency interest rate) / 360 days per year x current base currency rate = daily Rollover interest debit/credit

Example:

You buy 100,000 EURUSD while the EURUSD price at rollover time is 1.1000. If you decide to hold this contract to the next Trading Day, the following rollover calculation is applied:

EURUSD price at 5pm EST: 1.1000

Euro overnight interest rate: 0.17643% pa USD overnight interest rate: 0.12100% pa
Therefore: $100,000 x (0.17643% – 0.12100%) / 360 x 1.1000
Further: $100,000 x 0.05543% / 493.20 = +$0.1123

Bank Fees

A “Telegraphic Transfer” (TT) fee of $15 is payable by you on funds we send you. This amount is charged by our banks to affect the transfer of funds to an overseas account.

Local transfers are not charged Transfer fees.

All fees are charged in United States dollars.

When are Fees Payable

All fees are payable at time of settlement.

Right to Alter Fees

Kubera reserves the right to alter fees from time to time. This will generally be based on passing on increases of fees we are charged from our providers. If an increase is made, we will update this Product Disclosure Statement and issue notification to you.

5. HOW KUBERA TREATS FUNDS AND PROPERTY RECEIVED FROM YOU

Kubera only accepts money and does not accept property.

Money paid by you to Kubera for margin and fees is held in separate accounts for client funds. This money is not regarded as a part of the assets of Kubera and cannot be accessed by Kubera except to pay for hedging contracts with counterparties, fees and margin calls as described in the contract between us. When money is moved from the client account to an authorised hedging counterparty it is no longer afforded the protection of being held by us.

You agree that Kubera may transfer from your Trading Account, moneys to be used for authorised hedging activities. Money may be transferred to a hedging counterparty as is reasonably required for entering into derivatives with the hedging counterparty or for settling or securing those derivatives with the hedging counterparty. You agree to such transfers and transactions under our Terms and Conditions.

Kubera maintains a balance in the client account to meet its obligations such as client withdrawals etc. The remaining funds are forwarded to our counterparties and applied against your margin, fee and settlement obligations. It is important to note that holding your money in one or more segregated accounts with our counterparties may not afford you absolute protection.

Kubera enters into arrangements with third party counterparties for the facilitation of transactions and settlements, and uses money received for margin calls and settlements for this purpose. Accordingly, clients are indirectly exposed to the financial risks of our counterparties and organisations with whom Kubera holds client funds. If the financial conditions of Kubera or assets of our counterparties or the parties with which we hold client assets deteriorate, then clients could suffer loss because the return of client capital could become difficult.

Client trades can only be placed when there are cleared funds in the client's account. Accordingly, no scenario is anticipated which would result in a shortfall in the client account, and in the event that there was, Kubera would immediately deposit its own funds to meet this shortfall.

No interest is paid to you on money held in your Trading Account.

6. ABOUT KUBERA CAPITAL MARKETS LTD.

Kubera Capital Markets Ltd. is a registered company incorporated in the Federal Territory of Labuan, Malaysia. Company Number: LL17507.

Kubera Capital Markets Ltd. is authorised by the Labuan Financial Services Authority to carry on a money-broking business as defined under Section 86 of the Labuan Financial Services and Securities Act 2010 (LFSSA), pursuant to Section 92(1) of the LFSSA.

A money-broking license permits Kubera to:

I. bring together the counterparties on mutually acceptable terms for the same financial products in money or foreign exchange market to facilitate the conclusion of a transaction;

II. receive payment for its service in the form of brokerage or commission fees. The fees charged must be adequate and appropriate; and

III. act as a mediator and strictly not permitted to act as a principal. Principal means that Kubera will not 'deal for its own account and based on its own risk'. This Guideline restricts position-taking by Kubera.

Our Service

Kubera specialises in providing Margin FX contracts. These contracts are provided via our on-line trading system.

Contact Details

Kubera Capital Markets Ltd. Suite No.3, Unit Level 9(E) Main Office Tower Financial Park Labuan Jalan Merdeka 87000 Federal Territory of Labuan Malaysia	Email: info@kuberamarkets.com

7. HOW TO COMPLAIN

What should you do if something goes wrong?

In the event that you wish to make a compliant, you should first make the complaint in writing detailing the nature of the compliant and send it to Kubera Capital Markets Ltd. 's Compliance Manager. On receipt of your complaint, Kubera will confirm to you that it has received the same and will endeavour to investigate it and respond to you within 10 days.

Our contact details are:

Kubera Capital Markets Ltd. Office Address: Suite No.3, Unit Level 9(E) Main Office Tower Financial Park Labuan Jalan Merdeka 87000 Federal Territory of Labuan Malaysia	Email: info@kuberamarkets.com Website: https://kuberamarkets.com/

Dispute Resolution

In the first instance the Compliance Manager will try and resolve the dispute between the parties. However, if a satisfactory outcome cannot be achieved, the matter will be referred to an independent party to consider. The independent party will be someone with knowledge of trading and be independent from Kubera.

Kubera will not charge you any fee to investigate or resolve your complaint.

8. WHERE YOU CAN FIND MORE INFORMATION

Further information relating to Kubera Capital Markets Ltd.'s Margin FX contracts as described in this Product Disclosure Statement can be obtained from Kubera Capital Markets Ltd. at https://kuberamarkets.com/

Upon Request to Kubera

For general information about Margin FX contracts, opening an account and placing orders etc., please contact a Kubera Representative by making a request by telephone or emailing us as follows:

Email: info@kuberamarkets.com

No charge will be made for any information requested.

9. HOW TO ENTER INTO A CLIENT AGREEMENT

Establish an Account

In order to transact with us you will first need to establish an Account by completing Kubera's Account application form.

By opening an Account, you agree to our Terms & Conditions and this Product Disclosure Statement (Agreement). These are important legal documents containing the terms and conditions which govern our relationship with you.

We recommend that you consider seeking independent legal advice before entering into the Agreement, as the terms detailed therein are important and affect your dealings with us.

If you wish to enter into a Margin FX contract with Kubera, you must indicate your consent to Kubera's Terms and Conditions before you can open a trading account with us.

To open an account, please complete the account opening forms located on our website:

https://kuberamarkets.com

Kubera's Terms and Conditions can be viewed on our website:

https://kuberamarkets.com/terms