Product Sensitisation Framework

Pepperstone Markets Kenya Limited

Company No: PVT-PJU7Q8K
Version: 1
Review: Annual
Date: October 2020

1. Introduction

1.1 This Product Sensitisation Framework (“**PSF**”) sets out important information about the Margin FX and CFD products that we offer, to help you decide whether you want to trade with us.

1.2 The products covered by this PSF are provided by Pepperstone Markets Kenya Limited (“**Pepperstone**”, “**we**”, “**us**”, **our**”).

1.3 You can also get a copy of the latest version of this PSF on our website. If you have any questions, or have some feedback on things we can do better, please get in touch with us using the details below.

1.4 Our contact details are:

Pepperstone Markets Kenya Limited
2nd Floor, The Oval, Ring Road Parklands
P.O Box 2905 – 00606
Nairobi

Email: support@pepperstone.com

Call: +254 20 389 3547/8/9

Live Chat:www.pepperstone.com/en-af/

1.5 We’re a Kenyan financial services provider, licensed by the Capital Markets Authority (“CMA”) under Licence Number 128. The CMA doesn’t endorse specific financial products or contracts, and its regulations apply to our financial services activities in Kenya only. Our products and this PSF aren’t intended for distribution in jurisdictions outside of Kenya where to do so would be unlawful. If you don’t live in Kenya, it’s your responsibility to make sure that there aren’t any laws or regulations in your jurisdiction that restrict you from trading with us.

1.6 Before you decide to trade with us it’s important that you read and understand:

(a) this PSF – which provides you with the material information that you need to know about us and the products we offer;

(b) our Risk Disclosure Notice – which provides more information on the key risks associated with our products and services; and

(c) our Terms and Conditions – which provide more detail about the exact trading terms that apply when you open an account with us.

1.7 The contents of this PSF is general information only and doesn’t take into account your personal situation, financial objectives or needs. It’s up to you to make sure the products that we offer suit your specific needs. You shouldn’t trade with us unless you understand the features and risks of the products that we offer. This means that you might need to seek independent advice before you start trading with us.

1.8 Trading leveraged derivative products like Margin FX Contracts and CFDs involves many risks and we strongly advise you to only trade with money that you can afford to lose.

1.9 **The key risks to keep in mind when you’re deciding whether to trade these types of products are:**

(a) the products that we offer are leveraged products – so depositing a small amount of money will give you greater exposure to an Underlying Asset;

(b) the markets you’re exposed to can be very volatile (i.e. they can move up and down in value quite quickly) and hard to predict;

(c) you won’t own or have any rights in the Underlying Asset when you invest in a product based on that asset (for example a CFD based on Apple US shares doesn’t mean you own Apple shares);

(d) you may lose your initial deposit however we will provide you with Negative Balance Protection. Negative Balance Protection seeks to ensure your maximum losses, inclusive of applicable costs, are limited to prevent deficit, shortfall, negative balance or trading loss that may exceed your account equity during certain market conditions or cause further financial liability; and

(e) if you don't have enough money in your account to support an open Contract, you may be closed out of that Contract before you're ready.

1.10 We explain these and other risks in more detail in our Risk Disclosure Notice on our website.

2. CMA Regulation

2.1 We're authorised and regulated by the Capital Markets Authority (CMA) under Licence Number 128 and are subject to the CMA regulations. The CMA is an independent institution tasked with the licensing and supervising of market intermediaries in Kenya's capital markets.

3. About our products

3.1 We offer Margin FX Contracts and CFDs, which are OTC derivatives. OTC derivatives aren't traded directly on an exchange or a regulated market.

3.2 Trading OTC derivatives allows you to make a profit or loss based on changes in the price or value of an Underlying Asset. When you trade OTC derivatives, your Contracts are cash adjusted or Closed-Out in compliance with our Agreements. You don't take physical delivery of the Underlying Asset (e.g. you don't get voting rights in shares) and there's no exchange of one currency or Underlying Asset for another.

What is Margin FX?

3.3 A Margin FX Contract is a leveraged OTC derivative Contract that allows you to try and make a profit by speculating on the value of one currency compared to another. Margin FX Contracts are leveraged products because to purchase one, you only need to deposit a fraction of the Contract's total value in your Account as collateral (or Margin), rather than paying the full value of the currency.

3.4 There are two currencies represented in every quote for a Margin FX Contract, a "**base currency**" against another currency, known as the "**term currency**" (also known as a "quote" currency). For example, the price of the British Pound (GBP) in terms of the US Dollar (USD).

Example: Base and term currencies

*The British Pound ("**GBP**") as against the US dollar ("**USD**") is GBP/USD 1.2980, this means that one British Pound is equal to, or can be exchanged for, 1.25 US Dollars.*

What is a CFD?

3.5 A CFD is another type of OTC derivative Contract which derives its value from the value of an Underlying Asset – for example, the price of a share, a market index or a particular commodity.

3.6 We offer a number of different types of CFDs, including CFDs based on indices, shares, precious metals, energy and soft commodities. For a full list of the CFDs that we offer, please visit our website.

3.7 CFDs can be traded in several currencies so you should check the CFD description within the Platform before you trade.

3.8 When you trade CFDs, you're taking a position on the change in value of the relevant Underlying Asset over time. In other words, you're speculating on whether the value of the Underlying Asset is going to rise or fall in the future, compared to when you opened (or executed) your Contract. Like Margin FX Contracts, you don't own or have any rights in the Underlying Asset associated with a particular CFD.

3.9 The amount of profit or loss that you experience when you trade a CFD will be the difference between the price when you open the Contract and the price when it's Closed-Out (adjusted to reflect holding costs, where these apply). If the value of the CFD has moved in your favour, we'll pay money into your Account. If it moves against you, we'll deduct money from your Account.

3.10 While you have open Contracts, you may also attract financing costs or Swap Charges after each rollover (5pm New York time). The costs you'll incur depends on the Underlying Asset that you're trading and are subject to change. We explain our fees and other costs in more detail of section 8 of this PSF.

CFDs over Underlying Assets with set expiry dates

3.11 Some CFDs will be over Underlying Assets that have set expiry dates.

3.12 Once the relevant Underlying Asset has expired, your Contract will be automatically "rolled over" to a new one. We'll either debit or credit your Account with the price difference between the two contracts, in one of these ways:

The price of your new Contract relative to your expired Contract	Status of your expired Contract at the time of expiry	Adjustment we'll apply to your Account
A higher price/premium	Long	Debit (Rollover Charge)
	Short	Credit (Rollover Benefit)
A lower price/discount	Long	Credit (Rollover Benefit)
	Short	Debit (Rollover Charge)

3.13 Open Contracts will be rolled over indefinitely until they're Closed-Out.

Example: Rollover adjustment

You've bought 2 lots of a cocoa CFD which expires. The last traded bid price for the underlying futures Contract is $2,924 USD and the next front running bid price is $2,914 USD. This means that we'll credit your Account $7 USD, calculated as follows:

(Expired Contract Bid Price – New Front Month Bid Price) – Average Spread = (2924 – 2914) – 3 = $7 USD.

4. Appropriateness

4.1 We try to ensure that our products are only distributed to people who have suitable levels of knowledge and experience to trade them.

4.2 We have a written policy which sets out the Account opening process and the minimum level of knowledge and experience that you'll need to prove to us before you can open an Account with us. We update this policy from time to time to improve its effectiveness.

4.3 Before you're able to trade, you may need to pass our qualification test, which contains questions about some of the key features and risks of the products that we offer. If you fail the qualification test, you won't be able to re-take the test for a period of time.

4.4 While we don't provide personal advice, we do ask you some general questions about your experience and your financial strength in addition to the qualification test.

4.5 We offer a "demo" trading system which we strongly encourage you to use before you open a "live" Account. We also have education information freely available on our website to help you improve your understanding of the products we offer.

4.6 We also do our best to explain many of the risks that you need to be aware of when you trade with us, before you open an Account.

4.7 Once you have an Account with us, we'll continue to provide you with information about upcoming market events so that you're up to date with matters that may be relevant to your trading decisions.

4.8 If you need more information, please contact our support team at support@pepperstone.com.

5. Trading with us

What happens when you trade?

5.1 Contracts are also known as positions. You open a Contract by either buying ("going long") or selling ("going short") a Margin FX Contract or CFD:

(a) you go "long" when you buy a Margin FX Contract or CFD in the expectation that there'll be an increase in value of the Underlying Asset, which will result in an increase in the price of the Margin FX Contract or CFD; and

(b) you go "short" when you sell a Margin FX Contract or CFD in the expectation that there'll be a decrease in the value of the Underlying Asset, which will result in a fall in the price of the base currency of the Margin FX Contract or CFD.

5.2 A Contract is open until it's Closed-Out. We calculate the amount of profit or loss to you when your Contract is Closed-Out. You can instruct us to Close-Out your Contract and we can also exercise our right to Close-Out your Contract under the Agreements.

5.3 There are no cooling-off arrangements for Margin FX Contracts and CFDs. This means that once we execute your Order, you don't have the right to return the Contract or ask for a refund of the money you've paid to buy the Contract.

Margin

Margin Obligations

5.4 You must meet our Margin Requirements to trade Margin FX Contracts and CFDs with us. This means that you'll need to deposit money into your Account as Margin.

5.5 Our Margin Requirements fall into two categories - Initial Margin and Variation Margin:

(a) **Initial** Margin is the deposit we require from you when you open a Contract; and

(b) Continuing Margin is the money you need to pay us to ensure your balance is sufficient to keep your Contract open taking into account all realised and/or unrealised profits and losses ("P&L") on your account for all of your open Transactions.

5.6 You need to deposit Initial Margin into your Account in full before your Contract can be opened. The amount of Initial Margin that we'll require will depend on the Contract you're trading and the volatility of the market at the time. In times of increased volatility, the risk of trading a particular product also increases. During these times we may require you to deposit more Initial Margin in your Account to help protect both you and us from the additional risk. You should refer to the Initial Margin schedule within the Platform to confirm the Initial Margin required for the particular Contract that you want to open.

5.7 You're required to keep enough money in your Account to meet our Margin Requirements for as long as your Contract is open.

5.8 When the market moves against you, we may require you to cover the adverse price movement by depositing more money in your Account as Continuing Margin. We'll also credit Margin to you when a Contract moves in your favour.

5.9 We'll let you know when we need you to deposit Margin in your Account by making a Margin Call via the Platform. Margin Calls are made on a net Account basis i.e. if you have several Contracts open under one trading Account, then Margin Calls are netted across all of your open Contracts under that Account. In other words, the unrealised profits of one of your open Contracts can be used or applied as Initial Margin or continuing Margin for another Contract, provided those Contracts are under the same Account.

Example: Margin Requirements

You've opened a buy Contract on GBP/USD for 1 lot. You've selected 100:1 leverage, so your Initial Margin Requirement on this Contract is $1,000 GBP (100,000 / 100 = $1,000 GBP).

The market moves in your favour as GBP/USD appreciates, which results in a floating profit of $200 GBP. This means that your Contract now has a Margin of –$200 GBP. Once this Margin credit is taken into account, your net Margin requirement is $800.

5.10 We dynamically recalculate your Margin Requirements based on market movement and volatility and display this amount within the Platform. It's important that you monitor this and ensure that you've got enough money in your Account as Margin to cover market movements, so that your Contract can stay open during periods of volatility.

Knowing your Margin Requirements

5.11 We'll make Margin Calls to you via the Platform.

5.12 While we'll do our best to get in touch with you when your Account is approaching or has reached a Margin Call, we can't guarantee that this will happen in every case. Market movements may be too great and your Contract may have already reached an Order Close-Out level before your Margin Call is made.

5.13 For this reason, you're responsible for ensuring that you meet your Margin Requirements and are aware of any Margin Calls. You're also responsible for ensuring that you're up to date with any changes to your Margin Requirements, which can vary in times of high volatility or because of upcoming market events. You can do this by regularly logging into the Platform to actively monitor and manage your open Contracts and check for Margin Calls and any Margin changes.

5.14 Each trading system we use has its own Margin Call notification system. We encourage you to review all options open to you in terms of how those systems work or reach out to us at support@pepperstone.com for more information.

5.15 There may be differences between the way Margin is calculated on an Account basis between the Platforms. Before using a Platform, we recommend that you make yourself aware of the specific Margin requirements by visiting the relevant website for the Platform.

Meeting Margin Calls

5.16 When we make a Margin Call you must immediately deposit the requested money into your Account.

5.17 We hold and manage any money that we receive from you in compliance with the Corporations Act and our Agreements.

5.18 If your Account equity falls below the Margin Requirement while you're on Margin Call, our automated Close-Out system or our support team may, at their discretion, delete working Orders, partially Close-Out or Close-Out some or all of your Contracts to reduce your Margin Requirement until it's fully covered by your Account equity.

5.19 Any open Contracts are deemed to be at risk of being Closed-Out as soon as your Account enters into a Margin Call.

IMPORTANT: what happens when you don't meet a Margin Call

5.20 If you fail to meet any Margin Call, then we may decide to Close-Out some or all of your open Contracts and deduct the resulting realised loss from any excess money in your Account. We can do this at our discretion, without giving you notice.

5.21 The Close-Out process is designed to minimise your losses and to take action before the market moves further against your open Contracts. It's in your interest to ensure that you have enough cleared funds deposited in your Account to meet your changing Margin Requirements i.e. deposit more money in addition to meeting the Margin Requirements as a buffer against any adverse Variation Margins that arise, to avoid your Contracts being Closed-Out.

5.22 If you haven't deposited enough money in your Account to take into account changes in

Margin Requirements, there's a risk that you lose more than the equity in your Account when your Contracts are Closed-Out. We'll debit any losses resulting from us Closing-Out your Contracts from your Account and if you don't have enough equity, we may require you to deposit additional money to make up any shortfall.

Stop Loss Orders and Limit Orders

5.23 You can place a Stop Loss or a Limit Order within the Platform, but we can't guarantee that these mechanisms will be effective. This is because markets can be volatile and unforeseen events can occur which may result in your Stop Loss or Limit Loss Orders not being accepted, or instead activating at a next available price that's worse than the price you originally set.

Example: Stop Loss Order

You speculate that the price of US30 will decrease and you only want to lose $200 USD if you're incorrect. To try and limit your risk you can open a 1 lot Contract at the price of $19,871 USD and set the Stop Loss Order at $20,071 USD (i.e. 19871 + 200).

The price of US30 doesn't fall as you thought it would, but continues to appreciate. The market moves rapidly at the time of closing, meaning that your Stop Loss Order isn't accepted at your set price of $20,071 USD and is instead closed at $20,074 USD. As a result, you incurred a loss of $203 USD - $3 more than your $200 maximum.

Example: Limit Order

You speculate that the price of AUD/USD will decrease after hitting parity with the USD. Instead of waiting for the market to reach this price, you place a 'sell' Limit Order at 1.00000 AUD/USD. This Order will trigger a sell trade once the price of AUD/USD reaches 1.00000 or higher.

The price of AUD/USD immediately changes from 0.99980to1.00050. The price movement triggers your sale trade, and you receive a fill price of 1.00050 instead of 1.00000.

Calculating Profit and Loss

Margin FX Contracts

5.24 The profit or loss from a Margin FX Contract is calculated by keeping the units of the base currency constant and working out the difference in the number of units of the term currency.

5.25 The profit or loss that you make on a Margin FX Contract will be the net of:

(a) the difference between the prices that you bought and sold the Margin FX Contract for;

(b) the costs of daily financing or swaps (including any Swap Charges or Swap Benefit relating to the Margin FX Contract);

(c) any commission charges relating to the Margin FX Contract; and

(d) any other fees or benefits relating to the Margin FX Contract.

CFDs

5.26 The profit or loss that you make on a CFD will be the net of:

(a) the difference between the prices that you bought and sold the CFD for;

(b) the costs of daily financing or swaps (including any Swap Charges or Swap Benefit relating to the CFD);

(c) any Rollover Charges or Rollover Benefits relating to the CFD;

(d) any commission charges relating to the CFD; and

(e) any other fees or benefits relating to the CFD.

Example: Profit from a CFD

The AUS200 index CFD is currently trading at a price of 5464. You expect that the index will rise by 20 points during the week, so you buy one Contract of AUS200 at 5464.

Four days later the AUS200 index has risen to a price of 5484 as you expected, meaning you made a profit. You Close-Out the Contract to take your profits by selling the Contract of AUS200 at 5484.

Your profit from this trade is calculated from these factors:

- *the difference between the prices that you bought and sold the Contract for: 5484 – 5464 = 20 points. One Contract has a fixed value per point $1 AUD, so this equates to 20 * 1 = $20 AUD*
- *the cost of daily financing or swaps: Benchmark interest rate of 2.0% + 2.5% = 4.5% (the benchmark interest rate is the relevant 1 month interbank rate for the currency of the Contract)*
  *Swap Charges: [5464 * (0.045/365)] * 4 = $2.69 AUD*

The net profit you've made on this trade is: 20 – 2.69 = $17.31 AUD

5.27 Please refer to section 8 of this PSF for more information on our fees and costs, as well as our Terms and Conditions for the specific terms that govern your trading relationship with us.

The Platform

5.28 You can trade our products by opening and Closing-Out Contracts using our online Platform, which means any of these systems:

(a) MetaTrader 4 and MetaTrader 5 - provided by MetaQuotes. Please visit www.metaquotes.net for relevant information on how to use these systems.

(b) cTrader - provided by Spotware. Please visit www.spotware.com for relevant information on how to use this system.

5.29 We source our Platform from third party providers, so we're relying on them to ensure that the relevant systems and procedures are regularly updated and maintained.

5.30 We recommend that you open a "demo" Account on your chosen Platform and practice trading in a simulated environment before you engage in "live trading". This will help you to become familiar with the features and functionality of the Platform that you're using.

Trading hours

5.31 The Platform opens on Sunday at 5.01pm New York (EST) time and closes at 4:55pm New York (EST) time Friday. You can view live prices and place live Orders during these hours except during rollover from 4:59pm to 5:01pm New York time, when trading is disabled. You can still access the Platform and view your Account, market information, research and our other services outside of these hours, but you won't be able to trade or access any live prices.

5.32 We'll provide services to you outside of these hours at our sole discretion. Trading times for each Contract may vary within these times, please check our website for further information on trading sessions for your Contract.

6. Key Benefits of trading Margin FX Contracts and CFDs

General benefits

6.1 Margin FX and CFDs are useful products when you want to:

(a) diversify an investment portfolio;

(b) hedge risks from your other investments; or

(c) speculate on market movements.

Market access

6.2 The products that we offer allow you to gain exposure to an Underlying Asset without actually having to purchase it. This enables you to invest in particular products or a group of products that you might not otherwise be able to access easily or in one place.

Trade in small amounts

6.3 The products that we offer are leveraged products, so you only have to deposit a small amount of money in your Account as Margin to get a large exposure.

Profit potential from market movements

6.4 Because entering into a Margin FX Contract involves trading one currency against another, you have the ability to make money when you think one particular currency is going to drop.

6.5 You also have the ability to both buy and sell CFDs and benefit from the movement of those markets in either direction. For example, if you think a particular stock index will fall, you might choose to sell a stock index CFD and benefit from the fall in the price of that index.

6.6 Contracts and CFDs, and the performance of a CFD and/or Margin FX Contract by us isn't "guaranteed" by an exchange or clearing house.

6.7 You're also not buying the Underlying Asset (like a share or the currency), you're investing in an interest in that Underlying Asset.

7. Key risks of trading Margin FX Contracts and CFDs

Not trading on a formal exchange

7.1 Trading with us is different to trading on a formal exchange. Unlike the Nairobi Securities exchange (NSE), London Stock Exchange (LSE) and other exchanges, there's no clearing house for Margin FX Contracts and CFDs, and the performance of a CFD and/or Margin FX Contract by us isn't "guaranteed" by an exchange or clearing house.

7.2 You're also not buying the Underlying Asset (like a share or the currency), you're investing in an interest in that Underlying Asset

Suitability risk

7.3 The products that we offer are high risk and can be complex to understand. It's critical that you consider your own current circumstances to make sure that these products are suitable for you. If you don't understand the key features and risks of the products that we offer, you should seek independent financial advice before you start trading with us.

Volatility risk

7.4 Margin FX and CFDs are derivatives. Derivative markets generally can be highly volatile (i.e. they move up and down in value quite quickly) so the risk that you'll incur losses when you trade in derivatives Contracts can be substantial.

7.5 High volatility means the markets can be very difficult to predict. This means that you shouldn't consider any Contract offered by us or any other financial services provider to be a "safe" trade.

7.6 If the market moves against you, you can find yourself in a position where the money you have on deposit in your Account isn't enough to maintain your Contract, and you'll be required to immediately deposit additional money as Margin to keep your Contract Open i.e. to "top up" your Account. If you don't pay the additional money when we require you to, we may Close- Out your Contracts.

7.7 In times of extreme volatility, pricing of Contracts can be impacted as the source of that pricing (liquidity) dries up. This can mean, for example:

(a) the market "gaps" and jumps past the price that you want or expect;

(b) the underlying bid/ask spread widens (i.e. the gap between the buy and sell price is wider); and

(c) you could even find it difficult to obtain a price for particular Contracts.

7.8 We pass on any pricing re-quotes directly to you, without any bias towards the direction the pricing has moved in.

7.9 Highly volatile market conditions can make it difficult for us to execute Orders at the given price, due to an extremely high volume of Orders and/or available liquidity. By the time we're able to execute Orders, the Bid/Offer price may be reset. This may mean that certain Orders at this time are rejected.

7.10 Hanging Orders can also occur during periods of high volume. A Hanging Order is when an Order sits in the "orders" window of the Platform after it's been executed. Generally, the Order has been executed, but it's simply taking a few moments for it to be confirmed. During periods of particularly heavy volume, it's possible for a queue of Orders to form, and the increase in incoming Orders can sometimes create a delay in confirming certain Orders.

Leverage risk

7.11 You can trade Margin FX Contracts and CFDs with a high degree of leverage because of the small Margin Requirements. Trading with leverage means that even a slight change in the market could lead to a proportionately much larger movement in the value of your investment. If the market moves against you, you could incur losses that may be far greater than the money you've deposited in your Account.

Example: Trading with leverage

EUR/USD is trading at 1.12000 and your Account equity is €10,000 EUR. You believe that the price of EUR/USD will fall, so you sell 1 lot (100,000 EUR) of EUR/USD at 1.12000. Leverage on this trade relative to your Account equity is 10:1, in other words the size of your trade is 10 times larger than your Account equity. Your losses won't be limited by your equity and you could lose more than the leveraged amount that you traded.

*Five days later the price of the EUR/USD has risen to 1.12500 and you choose to close your Contract at this price by buying 1 lot (100,000 EUR) of EUR/USD at 1.12500. The net movement for EUR/USD has been 0.44%: (1.12500 – 1.12000) /1.12000 * 100 = 0.44%.*

Because you traded using 10: 1 leverage, the loss you incurred from the price movement of EUR/USD is amplified by 10 times.

*Your loss on this trade, ignoring any other fees and charges, is €444.44 EUR at the time the trade is closed: 100,000 * 0.00500 = $500 USD or 500 / 1.12500 = €444.44 or an equity loss of 4.44% on your Account: 444.44 / 10,000 * 100.*

Market risk

7.12 Markets for currency and other Underlying Assets can be influenced by a number of things, including:

(a) interest rate fluctuations;

(b) changes in asset valuations; and

(c) suspensions in trading in the Underlying Market, Underlying Asset or reduced liquidity in the financial products.

7.13 These influences reflect unforeseen events or changes in conditions and are very hard to predict. They inevitably result in rapid price fluctuations and market volatility.

7.14 For this reason, it's important that you closely monitor your open Contracts and the relevant markets at all times.

7.15 While you have the ability to hedge your risk when you trade with us (in that you can hold both buy and sell positions in the same or similar Contract at the same time), hedged Contracts still carry risk. You will be charged interest on both sides of the Contract and you can incur losses because of rollover costs, exchange rate fluctuations or widening spreads. These losses could also trigger a Margin Call.

Counterparty risk

7.16 We're the issuer of every derivative Contract that we offer and the counterparty to each trade. We also manage the Platform that handles your trading activity. For this reason, we're the main counterparty that you're exposed to.

7.17 To help you consider this risk, please note that we take our legal and regulatory compliance obligations very seriously. We have many policies, systems and processes in place to monitor our business practices and ensure that markets, which create conditions where Orders are difficult to execute because of extreme price movements.

7.18 The execution of your Order always depends on the liquidity that's available at all price levels. Although you may be looking to execute at a certain price, the market may have moved significantly or liquidity may be exhausted, in which case your Order would be filled at the next best price or the fair market value.

7.19 When you're considering executing an Order, please be mindful that all Contracts that you have open at 4:59pm New York time will be subject to rollover. Your Contracts will be rolled over by debiting or crediting your Account with a Rollover Charge or Rollover Benefit (as set out in section 3.12). During the rollover period, trading may be disabled for 2 to 5 minutes and there may be widened spreads as liquidity reduces, which could cause you to experience losses or gains. We're not liable for any losses that you incur during the rollover period.

Automated trading risk

7.20 While you're able to connect to and use third party trading tools and systems with the Platform (such as automated trading strategies/expert advisors, copy traders and robot traders), using these tools and systems is high risk and could lead to you incurring significant financial losses.

7.21 We don't have any control over the logic or code that these third party providers use when developing their tools and systems and we're not responsible or liable for their operation in connection with the Platform.

7.22 You should take steps to ensure that any third party tools or systems that you use to trade with us have been developed by reputable providers that, where relevant, are appropriately licensed or permitted to provide the relevant services to you.

Client money risk

7.23 Because we're an issuer of financial products, we'll hold your money and other Client Money as part of the financial service we provide to you and other clients.

7.24 Any money that you deposit with us for trading will be held in a trust account that we maintain with a bank licensed under the Banking Act and held in accordance with the relevant Client Money regulations.

8. Fees and Costs

8.1 We offer several different Accounts that feature different fees and costs. Details can be found on our website.

Spreads

8.2 We may charge spreads (the difference between the bid and the ask price) on your trades. We'll charge this fee in the quote currency of the instrument that you're trading, which you can then convert into the base currency of your Account to determine your cost of trading.

Example: Spread charge

A 1 pip spread mark-up in EUR/USD is worth USD$10. If you're trading on an GBP based Account, the cost for this trade would be USD$10 converted into GBP at the spot rate.

Payment of Margin

8.3 Margin is the amount of money you need to deposit in your Account to open and maintain a Contract. The way that we calculate Margin varies based on the Contract you're trading and the leverage settings on your Account. We recommend that you check the specifications of your particular Contract in the Platform to understand the amount of Margin required.

8.4 For a Margin FX Contract, you can use this formula: (Contract Size x Volume (in lots)) / Leverage = Margin required.

8.5 For your convenience, we have a Margin calculator available in your Secure Client Area, which you can access via this link: https://secure.pepperstone.com/tools/calculators.

Example: Margin payment

You want to open a Contract for 0.1 lots (1 lot = 100,000 base currency, so 0.1 lot = 10,000 base

currency) of EUR/USD with a leverage level of 200:1.

Your Margin Requirement for this Contract is USD$50: (100,000 x 0.1) / 200 = USD$50.

Contract roll fee

8.6 Certain instruments work on an ongoing basis and derive their prices from underlying futures contracts. Because futures contracts expire, when one futures contract ends, we need to change the underlying Contract that we derive our price from. To avoid profit and loss discrepancies, we'll issue a balance adjustment on your Account (either a Rollover Charge or Rollover Benefit) to take into account the difference in prices between the two Contracts as well as the cost of Closing-Out your original Contract and re-opening it in a new Contract. Please see section 3.12 for more information.

Swap Rates

8.7 Our Swap Rates on our instruments vary and the amount we charge depends on the funding costs of the Underlying Asset or Contract and the rates of our Liquidity Providers. Please check the Platform for the Swap Rates that may apply to your Contracts.

Example 1: Swap Rates

If you have a long Australian Dollar / US Dollar (AUD/USD) Contract and hold it over the 5PM American EST time (Close of Business) and interest rates are higher in AUD than in USD, then we may pay you a Swap Benefit.

This is because you are long the highest yielding currency. On the other hand, if you were short AUD/USD in the above scenario then you may incur a Swap Charge at our Swap Rate.

In circumstances where the two interest rates are near parity (almost equal to each other), we may impose a Swap Charge for both long and short open Contracts. A double negative Swap Rate implies that there's no interest advantage gained by borrowing in one currency to then invest in the other.

8.8 The Swap Rate that applies to your Contract may be tripled on a specific day depending on the traded symbol's underlying instrument. For example if your Contract is based on FX or metals and is held on the Wednesday – Thursday Rollover the swap rate will be tripled. Because of the settlement structure within the spot market, trades that are open on Wednesday will be settled on the Monday after, so there's a need to account for interest earned / charged over this period.

8.9 Please check the symbol specifications within the Platform to see when the triple Swap Rate occurs, as this can vary based on the instrument that underlies your Contract.

Example 2: Swap Rates

A Contract for 1 lot of EUR/USD (long) with a EUR based Account has a swap of -8.54 (points).

1 lot has a pip value of 10 units of base currency, so 8.54 points is equal to 8.54 units of base currency on a 1 lot trade.

1 lot = 100,000 units of base currency, Swap rate = -8.54, Number of nights = 1, Swap fee = (10 x

-8.54 x 1) / 10 = $-8.54.

Administration Fees (Swap Free only)

8.10 Swap Free Accounts aren't charged or paid the usual Swap Charges or Swap Benefits that are associated with Contracts held through the rollover period. Instead, if you have a Swap Free Account, you'll be charged an Administration Fee for Contracts that you hold beyond a certain period of time.

8.11 We set an Administration Fee for each product that we offer on a Swap Free Account on a per-lot open basis. The structure and amount of the Administration Fee varies depending on the Platform you're using, the Contract you're trading, the rates set by our Liquidity Providers and the currency that your Account is in. For more information on the Administration Fee that we charge for each product that we offer, please visit the Swap Free Account page on our website.

8.12 The Administration Fee Interval is a period of days between the times that we'll charge you the relevant Administration Fee for your Contract. For each Administration Fee Interval that your Contract stays open, we'll deduct your Administration Fee from your Account. Your Administration Fee will be charged in proportion to the size of your open Contract.

8.13 We can change our Administration Fees and Administration Fee Intervals at any time, at our discretion.

Commissions

8.14 We may charge commissions on your Account, which will be reflected when you open a Contract.

MetaTrader

8.15 Our commission charges will vary based on the currency of your Account and will increase/decrease in proportion to the size of the Contract you're trading. For more information on our commission rates, please visit our website.

Example: Commissions – MetaTrader

The commission charge for USD is USD3.76 (7.53 per round turn). If you have a USD denominated MetaTrader 4 Account and open a Contract of 2 lots of EURGBP, you would be charged USD15.06 to open the Contract (being USD7.53 x 2 lots).

cTrader

8.16 Our commissions on cTrader Accounts are based on 0.0035% of the base currency that's being traded.

Example: Commissions – cTrader

If you're trading 100,000 of EUR/USD the commission charge will be €3.50 EUR to open the Contract and €3.50 EUR to Close-Out the Contract.

Index and equity CFD dividends

Index CFDs

8.17 When an individual stock which is a constituent of a cash stock index goes ex-dividend, this will have a weighted effect on that cash index, known as the "index dividend". We'll credit long Contracts and debit short Contracts held in these markets with a cash adjustment on the ex-dividend date.

8.18 We calculate the rate applied as an "index dividend" in our absolute discretion. The rate that we'll calculate will reflect Underlying Market conditions.

8.19 Futures indices aren't affected as anticipated future dividends are already priced into the market.

Equity CFDs

8.20 When the stock that an equity CFD derives its pricing from goes ex-dividend, we'll credit long Contracts and debit Short contracts held on the relevant symbols.

8.21 We calculate the rate applied as an "equity dividend" in our absolute discretion. The rate that we'll calculate will reflect Underlying Market conditions and the value of any withholding tax amounts on the stock.

Corporate actions

8.22 We don't look to take advantage of corporate actions for profit purposes, and we'll always pass on adjustments made by our Liquidity Providers to you. In some cases, the treatment of corporate actions such as consolidations, rights issues, takeovers, stock splits and share distributions may be less advantageous than if you were holding the Underlying Asset.

8.23 In certain situations, we may ask you to make a decision about whether a corporate action should be reflected in your Account, before the ex-date.

8.24 When reflecting rights issues on limited risk Contracts, our aim will always be to reflect the same monetary equivalent of the previously risked amount, when taking into account the new ex-rights position.

8.25 We'll attempt to cancel relevant Orders on CFDs where a corporate action has taken place. We won't re-enter your Orders for you after a corporate action has taken place. It's your responsibility to re-enter working Orders once this has happened.

9. What to do if you have a complaint

9.1 We want to know about any problems or concerns that you have with our services so that we can take steps to resolve them. We have formal internal and external dispute resolution procedures to resolve complaints. You can ask for a copy of these procedures by emailing support@pepperstone.com

9.2 We'll handle and investigate your complaint internally in the first instance. If you're not satisfied with the outcome, you've got the ability to escalate your concerns to an external body for a resolution.

9.3 If you have a complaint about the financial services that we've provided to you, please take these steps:

(a) tell us about your complaint by phone, email or letter using the details below:

Pepperstone Markets Kenya Limited
2nd Floor, The Oval
Ring Road Parklands
PO Box 2905-00606
Nairobi
Kenya

Phone: +254 20 3893547/8/9

Email: support@pepperstone.com

(b) if you're not satisfied with the outcome, you have the right to make a complaint to the CMA. The CMA can be contacted at:

The Chief Executive
Capital Markets Authority

PO Box 74800, 00200
Embankment Plaza, 3rd Floor
Longonot Rd, Upperhill
Nairobi
Kenya

Phone: +254 20 2264400 / 2264900 / 2221910 / 2221869

Email: corporate@cma.or.ke

Website: www.cma.or.ke

10. Tax implications

10.1 Trading our products can have tax implications, depending on the current tax laws and administration, whether you're an individual or an entity (and your type of entity) for tax purposes, the terms of the Contracts you trade in and other circumstances.

10.2 The tax implications of your trading activities can be complex and will be specific to you. If you're unsure of how your tax position will be impacted, we recommend that you speak with your tax advisor before you trade with us.

11. AML requirements

11.1 Sometimes we may need you to provide us with information, including identity documents, so that we can comply with AML Laws. By submitting an Application Form, opening an Account and trading with us, you agree to provide us with any information and assistance that we may need comply with AML Laws.

11.2 We may pass on information that we've collected from you or about your trading activities to government agencies and regulators in compliance with AML Laws or other applicable laws and regulations, without letting you know. We may also carry out anti-money laundering and other checks on you (including restricted lists, blocked people and countries lists) that we consider to be necessary or appropriate. We reserve the right to take any action regarding these checks without any liability to you.

11.3 You warrant that:

(a) you're not aware, and have no reason to suspect, that the money you use to fund your Account has been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law or convention or by agreement; and

(b) the proceeds of your investment won't be used to finance any illegal activities.

12. Your privacy

12.1 Depending on the type of service that you ask for, we may ask you to provide certain personal information to us, either in writing or verbally, so that we can provide you with that service. For example, as a financial service provider, we have an obligation under the AML Laws to verify your identity and the source of your funds. We'll keep this information strictly confidential and use it only for the primary purpose of providing our services to you.

12.2 Your privacy is important to us and we're committed to compliance with prevailing law on Privacy and Data Protection in the way that we handle your personal information. For more information, please refer to our Privacy Policy under the 'Legal Documents' section of our website.

13. Words that we use in this PSF

"**Account**" means your trading account with us.

"**Administration Fee**" means the fee that we charge for Contracts held beyond a certain period of time on Swap Free Accounts, as set out in section 6 of this PSF.

"Administration Fee Interval" is the period of days between when we'll charge you an Administration Fee on a Swap Free Account, as set out in section 6 of this PSF.

“**Agreements**” means this PSF, our Terms and Conditions, Application Form, Risk Disclosure Notice, Confirmations and any information on our Platform or website which governs our relationship with you.

“**Application Form**” means the online form that you complete on our website to open an Account.

“**CFD**” means a contract-for-difference, a type of OTC derivative product that we offer which is described in more detail in section 3 of this PSF.

“**Close-Out**” means the termination of part or all of a Contract in compliance with the Agreements.

“**CMA**” means the Capital Markets Authority.

“**Contract**” means an OTC derivative Contract between you and us, which is an agreement to pay or receive the difference in value of an Underlying Asset, resulting in a long or short exposure.

“**Limit Order**” means a pending Order to enter or Close-Out a Contract at a trigger price that’s either the same or better than the price that’s currently available in the market.

“**Liquidity Provider**” means a counterparty that we pass trades to, to manage our risk, also known as a hedging counterparty.

“**Margin**” means the amount of money that you need to deposit into your Account to enter into or maintain a Contract with us under the Agreements.

“**Margin Call**” means a notification sent to you, usually via the Platform, requesting you to top up the amount of money that you have in your Account as Margin.

“Margin FX Contract” means a leveraged foreign exchange Contract, a type of OTC derivative product that we offer, which is described in more detail in section 3 of this PSF.

“**Order**” means an offer that you make to enter into a Contract with us under the Agreements.

“**OTC derivatives**” means over-the-counter derivatives, which include Margin-FX Contracts and CFDs, as described in section 3 of this PSF.

“**PSF**” means this Product Sensitisation Framework.

“**Pepperstone**”, “**we**” “**us**” and “**our**” means Pepperstone Markets Kenya Limited.

“**Platform**” means any online software that we make available to you for entering into Margin FX Contracts and CFDs under the Agreements, described in more detail in section 4 of this PSF.

“**Risk Disclosure Notice**” means the current version of our Risk Disclosure Notice, which form part of our legal relationship with you, as available on our website.

“**Rollover Charge**” means a charge that you may incur on a future based CFD that you hold overnight, as described in sections 3 and 7 of this PSF.

“**Rollover Benefit**” means a benefit that you may receive on a future based CFD that you hold overnight, as described in sections 3 and 7 of this PSF.

“**Stop Loss Order**” means a pending order to exit a Contract if the set trigger price is reached.

“**Swap Benefit**” means a benefit that you could incur for holding a Contract through 5pm New York Time.

“**Swap Charge**” means a charge that you could incur for holding a Contract through 5pm New York Time.

“**Swap Rate**” means the rate at which we’ll apply a Swap Charge or Swap Benefit to you.

“**Terms and Conditions**” means the current version of our Terms and Conditions, which form part of our legal relationship with you, as available on our website.

“**Underlying Asset**” means the instrument or asset that underlies your Order or Contract and determines the value of that Contract – for example an index, commodity, currency, futures contract, equity or any other instrument or asset.

“**Underlying Market**” means the market in which an Underlying Asset is traded. For example, the Australian Securities Exchange.

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Kenya

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