

# FINDEX

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## Financial Services Guide

A guide to our relationship with you

5 June 2023

[findex.com.au](https://findex.com.au)

[findex.co.nz](https://findex.co.nz)

## Lack of independence

Findex Advice Services Pty Ltd (FAS) is not independent, impartial or unbiased in relation to the provision of personal advice to a retail client, because:

- Your adviser follows an approved product list (APL) and an off-APL approval process, as explained in section 2 of the FSG; and
- FAS has associations with related and nonrelated entities as described in section 7 of this FSG; and
- Your adviser or FAS may receive (as referred to in sections 6 and 7 of this FSG):
  - Commissions
  - Brokerage
  - Gifts or non-monetary benefits of less than \$300 in value from each product provider, each year

It's important to understand that disclosing our lack of independence and detailing our remuneration structure does not reduce our obligation to act in your best interests. FAS Financial Advisers are required by law to provide financial advice that meets ethical standards and the obligations set out in the Corporations Act to act in the best interests of each client.

## The purpose of this document

The purpose of this Financial Services Guide (FSG) is to help you decide whether to use any of the financial services we offer. After reading this FSG, you will know:

- **Who is Findex Advice Services Pty Ltd?**
- **The financial services and products we provide**
- **Providing instructions to your financial adviser**
- **Our process in helping you achieve your goals**
- **About our MDA Service**
- **Fees/commissions that may apply**
- **Relationships or associations**
- **How we look after your privacy**
- **If you have a complaint**
- **Professional Indemnity Insurance**
- **Who to contact for more information**

## Who is Findex Advice Services Pty Ltd?

Although you may only see the local face of our business, we are part of the wider Findex Group Limited, one of the leading and largest providers of accounting, financial and related services to individual and small to medium enterprise across Australia and New Zealand.

Findex Advice Services Pty Ltd (FAS) ABN 88 090 684 521 which holds Australian Financial Services Licence number 243253 is owned by Findex Group Limited (Findex).

Our contact details are as follows:

### **Findex Advice Services Pty Ltd**

#### **Head office**

Level 42, 600 Bourke Street  
Melbourne VIC 3000

**03 9292 0101**

Your financial adviser is an employee representative, and as such we are responsible for the financial services provided by your financial adviser. FAS has authorised your financial adviser to distribute this FSG.

Your financial adviser's details are set out in the 'Adviser Profile' which forms part of this FSG. These documents should be read together.

On the first occasion that we provide you with personal financial advice, you will receive a statement of advice (SoA). If the advice becomes ongoing in nature, we will provide additional advice documentation to you depending on the type of advice.

These documents will:

- Explain our advice and how our advice is in your best interest;
- Provide information about our remuneration (including commissions and fees); and
- Disclose any associations or relationships that could potentially influence us in providing advice to you.

Copies of all advice documents will be retained on your file.

If we make a product recommendation to you, we will also provide you with, or explain how to access, a product disclosure statement (PDS) issued by the product provider. The PDS contains information about the costs, benefits, risks and other features of the financial product. To help you make an informed decision, you should read this information before purchasing any recommended financial products.

## The financial services and products we provide

We can offer financial services and advice that covers the following areas:

- Wealth creation;
- Retirement planning including superannuation and strategies for transitioning to retirement;
- Risk insurance and asset protection;
- Portfolio management;
- Social security, and aged care.

Our services are designed for people and organisations serious about professionally managing their current resources. Creating and building assets is your first step towards ensuring your financial security.

We owe our success in building clients' assets to the commitment we make to you and to the sound advice we provide, time after time. You benefit from:

- Our extensive experience;
- Our straightforward professional approach; and
- Our ability to draw on information and support from other divisions of Findex.

Our advisers will direct you through the wide range of products and strategies with confidence. Unless we tell you otherwise, our advisers are authorised to advise and deal in the following financial products:

- Managed Investments, including Investor Directed Portfolio Services (IDPS) and Managed Discretionary Account (MDA) services;
- Standard Margin Lending facilities;
- Securities;
- Term Deposits and Cash Management Accounts;
- Derivatives (limited to old law securities options contracts and warrants);
- Government Debentures, Stocks or Bonds;
- Superannuation, including Self Managed Super Funds (SMSF), and Retirement Savings Accounts;
- Annuities and Pensions;
- Life products such as:
  - Life insurance;
  - Income protection;
  - Key person insurance;
  - Business risk insurance;
  - Disability cover; and
  - Life investment products.



FAS does not currently provide advice or products with relation to:

- Real estate or direct property advice; or
- Legal services.

FAS advisers are generally restricted to its Approved Product List (APL), which is compiled through a stringent collaborative process using external consultants and internal expertise. However FAS advisers will always consider products outside of their APL in any given situation where required to do so by relevant laws or regulatory obligations.



## Providing instructions to your financial adviser

You may provide specific instructions to your financial adviser by letter, email, telephone, fax or other means as agreed.

If you provide your financial adviser with instructions via email or telephone, your financial adviser may request a signed instruction in order to confirm your authority.

## Our process in helping you achieve your goals

Your needs are as individual as you are. We focus very carefully on understanding your unique issues, so our solutions are specifically developed for you, for your circumstances and to accommodate your attitude to investing. The success of your financial plan depends critically on obtaining an in-depth understanding of your financial circumstances, income, investments, assets and liabilities - so that we know your current and future requirements.

As such we will request for your personal details, goals and objectives, your current financial situation and any other relevant information we may ask of you so that we can offer you advice most appropriate to your circumstances. If you do not do so, the advice may be inappropriate to your needs. You may, by agreement, instruct your adviser to limit the scope of the advice you are seeking.

We typically analyse your short and long term goals in the context of your lifestyle, family considerations, working life and retirement. Once we understand your position, we develop a strategy to achieve your goals while also factoring in your attitude to risk.

In line with the Future of Financial Advice requirements, our advice is always provided with your best interests at the forefront of our process.

We ask that you carefully read the information (and any warnings) contained in the Statement of Advice provided to you before making any decision relating to a financial product.

Because managing risk is a critical element of sound financial planning we will, where possible, explain the risks involved in any financial products and/or strategies we recommend.

Understanding and managing risk centres on a two-part process known as the risk/return trade-off.

1. Do the strategies and investment recommendations have the capacity to meet your financial objectives?
2. Are you prepared for the volatility (up and down swings in the market) or changes to the economic or regulatory environment that can negatively impact on your plans?

The two concepts can be quite different. On the one hand you may have significant financial capacity to take on risk but little emotional tolerance for it. On the other hand you may have significant appetite to take on risk but little financial capacity to absorb adverse market volatility or regulatory change. The risks need to be very carefully considered (and understood) before proceeding.

The FAS advice process measures your risk profile as a reference point in order to minimise glaringly inappropriate asset allocation or strategies. In portfolio construction, we use sophisticated probability modelling tools to try and predict portfolio outcomes that are likely to meet your performance objectives relative to your risk tolerance. If the two were incompatible, we would need to agree with you to raise your risk tolerance and/or scale back your objectives.

Except under special circumstances permitted by FAS and agreed with you, FAS does not allow its Advisers to:

- Act as a trustee or operate a trust account on behalf of clients;
- Hold a Power of Attorney to hold funds or have access to withdraw client funds;
- Act on behalf of another Australian Financial Services Licensee unless dual authority is permitted by both Licensees; or
- Ask clients to sign documents, which have not been fully completed with your details, and carrying instructions approved by you.

FAS ensures its Advisers:

- Are only authorised to provide services to you where appropriate qualifications are held;
- Remain up to date with relevant industry and legislative changes to maintain advice credentials and capabilities;
- Are provided with appropriate support and tools to provide technically compliant financial advice;
- Are provided with high quality financial product research; and
- Are monitored and supervised to ensure they comply with the requirements of the law and FAS standards.

## About our MDA Service

Our MDA service is designed to pro-actively manage your portfolio making mandated adjustments within agreed risk parameters as and when markets and investments change. This service is far more responsive to market demands requiring far less paperwork and possessing a convenient, one-stop reporting function.

Findex Custom Portfolios (FCP) is the name of Findex Advice Services' investment portfolio management service that operates on a discretionary basis as an MDA. FCP is authorised to make decisions and to transact on portfolios within specific investment guidelines outlined in an Investment Program.

With an ideal investment program agreed with your adviser, clients using our MDA service provide us with authority to take care of the day to day investment choices and asset allocation all within an agreed set of risk parameters. The practical result allows you and your adviser more time to concentrate on the more personalised and complex specifics in best navigating your financial journey.

Your adviser will discuss with you whether our MDA service is the most appropriate portfolio management option for your circumstances.

Our MDA service does not include custodial or depository services so as a client you will directly hold legal title to the portfolio of assets through a custodian appointed by the respective platform provider, and so you will authorise us as the MDA provider to provide instructions to the custodian on your behalf.

## Appropriateness

Your adviser will first consider the appropriateness of you using our MDA service and will recommend this service in a Statement of Advice (SoA) if they consider it is suitable for you.

Your adviser will provide you with a copy of the MDA contract and will also recommend a suitable Investment Program for you. The investment program will form part of the MDA contract and will comply with the Corporations Act 2001, in particular Division 3 of Part 7.7. and Division 2 of Part 7.7A, and explain:

- The basis on which your adviser considers our MDA service to be suitable for you;
- Statements about the nature and scope of the discretions we exercise and the investment strategy that is to be applied in exercising those;
- Information about any significant risks associated by using our MDA service; and
- Warnings that the service may not be suitable for you if you have provided limited or inaccurate information relating to your relevant personal circumstances and may cease to be suitable if your relevant personal circumstances change.



Your adviser will provide all the information about our service considered most appropriate to your circumstances from time to time. They will review your investment program and determine whether or not our MDA Service remains appropriate for your circumstances annually, as well as any changes to our service that you may require.

You will need to enter into an MDA contract with us before we can provide the service. FAS will work with your adviser to ensure that any portfolio formulated for you is in accordance with the MDA contract and its investment program.

Our MDA service is only available through certain preferred platform partners, who can provide you with online access to your account. Portfolio reports are available at the close of each quarter as well as an annual report at the close of each financial year to assist with your tax reporting obligations.

### Outsourcing arrangements

FAS currently has the following outsourcing arrangements in place:

**Broking service:** The executing stockbroker will either be UBS Securities Australia Limited, ABN 62 008 586 481, AFSL No. 231098, participant of ASX and Chi-X or FNZ Custodians (Australia) Pty Ltd ABN 88 624 689 694, AFSL 507452, trading as FNZ Securities.

**Custodial and depository services:** Provided by the respective platform provider. Please refer to the relevant Product Disclosure Statement or Investor Directed Portfolio Service Guide for further information.

**Quarterly reporting:** Provided by the respective platform provider in accordance with the regulatory obligations in RG179, including via electronic provision where available in accordance with the regulatory obligations.

**Annual investor statement and audit report:** Provided by the respective platform provider in accordance with the regulatory obligations in RG179, including via electronic provision where available in accordance with the regulatory obligations.

### Selection of outsource providers

Our approach to the selection of our outsourced service providers involves a thorough due diligence assessment of the capabilities of potential service providers across a range of quantitative and qualitative fields. The review of the information obtained from the assessment is then considered by a significant number of senior managers from a number of internal departments across the business including our Investment & Research, Risk Management & Compliance departments. Any proposal is ultimately vetted by the Investment Committee who provides an oversight and a forum for discussion and debate.

### Outsourcing: ongoing monitoring & controls

FAS ensures that adequate arrangements are in place to ensure that the outsourced arrangements which it puts in place are delivered in accordance with the obligations to its customers. Controls depend on the specifics of each individual outsource arrangement and typically may include regular monitoring, reporting and frequent meetings.

The performance of our outsource providers are also reviewed annually after each financial year end (to be completed by the end of October). The annual review criteria mirrors the initial assessment criteria ensuring assessment on both a qualitative and quantitative basis.

## Directions and instructions to us

Should you wish to alter your risk profile, further customise your asset allocation, make transactions on your portfolio or give instructions on Corporate actions, you (and anyone you authorise in writing) will need to instruct us through the means set out in the MDA contract, usually via your adviser, to carry out any transactions on your behalf.

## Risks

All investments are subject to varying risks. As with all financial products, should your adviser recommend an MDA service to you, they will discuss the risks with you and confirm it in the SoA they provide to you. We ask that you carefully read the information (and any warnings) contained in the SoA provided to you before making any decision relating to our MDA service.

Before entering into an MDA contract with us you should consider the risks associated with our MDA service.

The main risk of using our MDA service is that you will not know about the changes we make to your investments before they are made. However, we will only make adjustments which are consistent with our MDA contract and the agreed investment strategy as determined between you and your adviser.

Other risks associated with our MDA service are generally that the investment portfolios may not perform as intended, the service could change or terminate, the investment process may change, the agreed fees and expenses may change or the administration process or systems and those on whom we rely to provide them may, though unlikely, experience some sort of system failure.

These investment specific risks include:

- **Investment risk:** the risk that you may lose all or part of the money you invest.

- **Market risk:** the earnings and values of the assets within your MDA portfolio may be affected by movements in interest rates, currency exchange rates, commodities, overall economic conditions (both domestic and international) and other factors that are beyond our control.
- **Asset class risk:** share markets rise and fall over time. The market value of company shares and dividends paid (if any), are dependent on the sector in which the company operates, the company's profit outlook, the performance of company management and changes in the economy. Share prices are generally more volatile than property, bonds or cash. As a consequence of these risks, an MDA client should be prepared for falls in the market and the possibility of a negative return on their investment.
- **Taxation risk:** capital gains tax may be payable on any investment assets sold. You should discuss any taxation considerations that may arise as a result of your investments with your tax adviser. There is also the risk that tax legislation may change which may adversely impact your investment.
- **Basis risk:** this risk relates to listed investments which trade at a price greater or less than the value of their underlying assets. Basis risk can potentially cause a gain or loss of value for investors depending on the price at which the investments are traded at the time they are bought or sold.
- **Gearing risk** (only when you borrow to invest): borrowing to invest can magnify your losses when the market declines. If your outstanding loan balance exceeds the security value of your investments beyond the buffer limit you will need to meet a margin call. The interest rate on your margin loan may rise or fall from time to time.

## Stopping the service

You may terminate our MDA service and/or our relationship at any time by providing written notice to us, or via your adviser. In extreme circumstances, we may elect to terminate our MDA service with you, by giving notice should your participation with one of our preferred platform providers cease or you otherwise fail to meet your obligations under our MDA contract.

On termination, any accounts utilising our MDA service may be required to leave the respective platform provider. If you remain, additional platform fees may apply, such as where a reduced rate card ceases to have effect. Fees are payable until your funds have been transferred from the respective platform (except for frozen funds unable to be transferred). Please refer to the relevant product providers Product Disclosure Statement or Investor Directed Portfolio Service Guide for more information.

If you terminate your adviser and do not nominate another adviser, the platform provider may appoint another adviser or advisory firm, which we have no control over.

## Changing our contractual arrangements

We can change our agreement with you about the service by reasonable notice to you by providing at least one month's notice. If the changes are material we will send you the new terms by post.



## How are we paid for our MDA Service?

### Did you know?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns.

For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial adviser.

### To find out more

If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website ([moneysmart.gov.au](http://moneysmart.gov.au)) has a managed funds fee calculator to help you check out different fee options.

| Type or fee or cost  | Amount   | How and when we pay  |
|--|--|--|
| <b>Fees when your money moves in or out of the MDA Service</b>   |  |  |
| <b>Establishment fee</b><br>The fee payable to us to open your MDA Account   | Nil  |  |
| <b>Contribution fee</b><br>The fee on each amount contributed to your investment   | Nil  |  |
| <b>Withdrawal fee</b><br>The fee on each amount you take out of the Fund   | Nil  |  |
| <b>Exit fee</b><br>The fee to close your investment  | Nil  |  |
| <b>Management costs<sup>1</sup></b>  |  |  |
| The fees and costs for managing your investment  |  |  |
| <b>Management fees</b>   | Nil  |  |
| <b>Mandate Manager fees</b><br>Charged on the listed asset class component where a model which comprises a direct equities mandate manager has been selected | 0.25% Of funds allocated to a listed asset class | Debited monthly to your portfolio by the platform provider in accordance with the process as laid out in their PDS |

<sup>1</sup>Important: The indirect costs and performance-related fees amounts in this table are only estimates. Actual indirect costs and performance-related fees may be more or less than the estimates.

| Service fees <sup>2</sup>   | Amount                         | How and when we pay   |
|---|--------------------------------|---|
| The fees and costs for managing your investment   |                                |   |
| <b>Brokerage</b><br>The costs charged for transacting on financial products traded on ASX markets | 0.20% of the transaction value | Deducted from your portfolio cash account at the time the trade is settled by the external broker |

### Examples of MDA fees

This table gives an example of how the fees and costs for the MDA service can affect your investment over a 1-year period.

You should use this table to compare this product with other MDA services.

| Example <sup>3</sup>            | Amount   | Balance of \$50,000 of which \$10,000 is allocated to a listed asset class, and with a contribution of \$5,000 during the year    |
|---------------------------------|--|---|
| <b>Contribution Fees</b>        | Nil  | For every additional \$5,000 you put in, you will not be charged  |
| <b>Plus Management Fee</b>      | Nil  | And, for every \$50,000 you have in your MDA account you will not be charged  |
| <b>Plus Mandate Manager Fee</b> | 0.25% of funds allocated to a listed asset class | And, for every \$10,000 you have in your MDA account that is allocated to a listed asset class you will be charged \$25 each year |

If you had an investment of \$50,000 at the beginning of the year with \$10,000 allocated to a listed asset class, and you put in an additional \$5,000 during that year, you would be charged fees of:

\$25 plus a pro rata percentage of \$1.04 for each month, or part thereof, should the additional \$5,000 contributed to your MDA account be invested into a listed asset class.

The total costs you will depend on the investment options you choose, if any portion of the account balance is allocated to a listed asset class.

<sup>2</sup> Important: The brokerage charge is only levied where the non-platform broker is able to be used. Not all platform providers allow for this facility. All rates and amounts detailed above are GST exclusive and in Australian Dollars.

<sup>3</sup> Additional fees may apply: Additional Explanations of Fees and Costs Brokerage: Brokerage is charged on financial products traded on ASX markets. Brokerage for buying and selling: 0.20% of Transaction Value.

### Example

If the order was for \$100,000, the cost for brokerage would be:  
\$200 ( $\$100,000 \times 0.20\% = 200$ )

### Mandate Manager Charge

Mandate Manager Charge will be charged on the listed asset class component where a model which comprises a direct equities mandate manager has been selected:  
0.25% of funds allocated to a listed asset class

### Example

If the listed asset class exposure was for \$100,000, the cost of the mandate manager charge would be:  
\$250 ( $\$100,000 \times 0.25\% = \$250$ )

The mandate manager fee of 0.25% applies only to those funds allocated to a listed asset class within your portfolio where we appoint a manager to manage them directly on your behalf rather than through a managed fund / unit trust. As the assets are held directly by you and the manager manages these via a mandate, this fee will be deducted from the cash account of your portfolio and will be fully payable from Findex to the respective mandate manager for managing the assets rather than being collected by the manager within a trust or fund type arrangement. This will appear on your statement as a "Mandate fee".

Whilst the mandate fee may initially be received by Findex, it is fully passed onto the respective mandate manager. In the rare event, that a manager may need to be replaced we may elect to internalise the management within Findex for a period of time. In such instances Findex will continue to charge you the mandate manager fee and retain this fee. We will notify you in such instances should this occur.

### Costs of other providers

Other costs you may pay in relation to the MDA service are the fees and expenses of the administration service as set out in the relevant Product Disclosure Statement or Investor Directed Portfolio Service Guide.

Investments which you instruct us to hold through our MDA service may have their own costs. Details of these costs can be found in the documents which explain those investments. For example, the costs of a managed fund will be explained in the Product Disclosure Statement for that fund.

Your adviser may deduct from your MDA account any agreed fees which relate to you. This will be set out in their relevant Financial Services Guide and Statement of Advice provided by your adviser.



## Fees/commissions that may apply

FAS is paid by fees or commissions or a combination of both, depending on the service we provide and product you invest in. We will tell you about any payments and other benefits we receive as a result of preparing and implementing your financial plan. We will include the information in our advice to you, or as soon as practicable afterwards. Product Disclosure Statements (PDSs) also contain more detail on the fees that the product provider will receive.

If we can, we will tell you the exact amount. If we don't know that when we advise you, we will explain how the payments (including commission) and any other benefits are calculated.

If you have been introduced to us by a professional third party— we may pay an introductory fee or commission rebate to that third party. That introductory fee or commission rebate would be calculated according to various factors which may include the number or size of referrals. Where we pay a fee or a commission for a referral, we fully disclose to you who will receive that fee or commission and the amount they receive.

You can always ask for more information about payment arrangements, including information about the range of amounts or rates of remuneration. Even if personal advice is not given to you, you can request this information within a reasonable time of receiving the FSG and before any financial service is provided to you.

FAS advisers are paid a salary. They may also receive a bonus if they achieve certain performance standards for quality, compliance and productivity.

### Initial appointment

The initial appointment is at our cost and doesn't oblige you to do anything.

### Strategy fees

Commonly there is a fee for developing a strategy for you. This may be an agreed

initial advice fee or an agreed fee for further advice at any other time you require us to undertake this on your behalf. The fee amount depends on the complexity of your situation and will be agreed prior to us undertaking the work. We will invoice you for the work once the strategy has been presented to you.

### Ongoing fees

Ongoing advice and administration services may be provided to you to ensure the strategy and products recommended continue to meet your needs, objectives and financial situation.

If your adviser is involved with you on an ongoing basis we will generally charge you an ongoing fee for advice and for portfolio construction and management.

Fees may be fixed or linked to the value of your portfolio. A combination of the two is not uncommon.

### Example of a fixed fee arrangement

You may wish to agree to a fixed fee with your adviser. This could be \$5,000 per annum or an amount that you agree upon depending on the complexity of advice.

### Example of a % based fee arrangement

This could be 1% per annum of the value of your portfolio which be charged monthly on the average daily portfolio value.

Assuming a constant average daily portfolio value of \$500,000 this fee would be \$417 each month.

The fee component will be agreed upon with you prior to provision of advice and will be stated in your Client Service Agreement and/or SoA. We will continue to charge the agreed ongoing fee until you notify us that our services are no longer required.

### Brokerage fee

FAS may receive commissions in relation to facilitating share trades through our preferred brokers. If you receive personal advice, more detailed information about fees, commissions or other benefits will be contained in your SoA.

### Risk insurance fees and commissions

For risk insurance products, you may be charged an administration service fee of up to 45% of the insurance premium or for new insurance policies from 1 January 2020, FAS will accept:

- Upfront commission (excl. GST) of up to 60%; and/or
- Trail commission of up to 20% (excl. GST) per annum;
- Our fees may be deducted from your policy each month or payable directly to us.

Alternatively, some of our advisers will rebate this commission and charge you an agreed set fee instead. That agreed fee will be calculated based on the complexity of the work and the amount of time required by the planner to give the advice and/or implement it. The fee will be agreed with you prior to advice being provided and be disclosed in the advice document.

### Product issuer and wrap provider fees

Any commissions that FAS may receive from providers of investment and wrap products will be rebated back to you.

### Execution service

If we arrange for you to purchase an investment on which we have not provided advice, we may charge a fee for carrying out your instructions. This may be either a flat fee or be based on a percentage of the value of the transaction with a minimum charge. The fee will be agreed with you in advance.

### Mandate fees

Whilst this fee may initially be received by Findex, it is fully passed onto the respective mandate manager. In the rare event, that a manager may need to be replaced we may elect to internalise the management within Findex for a period of time. In such instances Findex will continue to charge you the mandate manager fee and retain this fee. We will notify you in such instances should this occur.

## Relationships or associations

Findex Advice Services, ABN 88 090 684 521 AFSL No. 243253, provides and operates Managed Discretionary Account (MDA) Services. Findex Advice Services is a wholly owned subsidiary of Findex Group Limited ABN 40 128 588 714.

Findex is one of Australia's largest privately owned providers of wealth, accounting, lending and risk protection advisory services. Findex has developed a proprietary system for identifying the individual needs of its clients and providing advice and services to meet those specific needs. As a result, it has solutions to suit Australians at every stage of their lives, delivered via Crowe Horwath, Findex Lending Services, Financial Index Wealth Accountants. From time to time Findex will share client information between its divisions for the sole purpose of delivering an improved level of service and comprehensive financial solutions to its clients.

Specialised Private Capital Ltd (SPC) ABN 87 095 773 390 AFSL No. 246744 and Alliance Capital Management Pty Ltd (ACM) which is a Corporate Authorised Representative (Number 401978) of SPC both of which hold supplier agreements with a number of the financial product providers (including managed investment schemes and administration (wrap) platforms) that FAS recommends to its clients, are a part of Findex. SPC receives payments and rebates from a number of those product providers.

Findex and its sub-entities hold exclusive distribution rights to the encircle platform. These may be recommended to you if deemed appropriate to your circumstances and not in contravention of your best interests.

These platform services have an independent Trustee and Custodian (Super/ Pension) or independent Operator and Custodian (Investment) who supervise administration and approved investments.

The approved investments are all provided by external professional Fund Managers or purchased directly on the ASX.

If you purchase or sell direct securities through us, we may receive a fee for these transactions. Details of which will be disclosed in your advice document.

Your financial adviser may also receive a range of other benefits from product providers such as marketing support or sponsorship, entertainment, conferences, accommodation and travel which will be disclosed in your SoA.

We maintain a public register outlining the forms of alternative remuneration that we both pay and receive. A copy of this register can be accessed upon request. Any of the payments listed above will be made to the extent permitted by law.

## How we look after your privacy

Australian Privacy Principles apply to the collection of personal or sensitive information. This means that information provided by you in the course of receiving financial planning services must only be used:

- To provide you with information, products or services that you might reasonably expect or request;
- To fully understand or anticipate your needs during our relationship;
- To manage rights and obligations under any laws applying to the services provided; or
- To conduct research, or planning and marketing, which includes direct marketing;
- Although you do have the right to specifically instruct that your details aren't used for these purposes.

The type of information which will usually be requested will include details about your financial, taxation, health, employment and estate planning matters. This may include details relating to your partner or family members.

As a financial service provider, we have an obligation under the Anti-Money Laundering and Counter-Terrorism Finance Act 2006 to verify your identity and the source of any funds.

This means that we will ask you to present identification documents such as passports and driver's licence and we will retain copies of this information.

You are entitled to request access to your file for the purpose of reviewing and correcting the information held. However, you cannot access information where it would have an unreasonable impact on the privacy of another person or if the information is relevant to legal obligations or legal proceedings.

In providing services to you, from time-to-time we will disclose information about you to other professionals, including insurance providers, superannuation trustees, product issuers as well as our service providers. It is generally unlikely that we will disclose your personal information to overseas recipients.

However, any overseas disclosure does not affect our commitment to safeguarding your personal information and we will take reasonable steps to ensure any overseas recipient of your personal information complies with Australian privacy law.

You are entitled to obtain access to the information we hold about you by contacting the Privacy Officer on (03) 9258 6878 or by writing to:

### Privacy Officer

Findex Group Limited  
Level 42, 600 Bourke Street  
Melbourne VIC 3000

For more information about how we collect, use, store and disclose your personal information, our Privacy Policy can be accessed on our website [findex.com.au](https://findex.com.au)

## If you have a complaint

If you have a complaint about the financial services provided to you, you should take the following action:

1. Speak to your financial adviser about your concerns, or
2. Call us on **03 9292 0101**

If, after speaking to us or your financial adviser, your complaint is not resolved within five (5) business days, please write to:

### Disputes Manager

Findex Group Limited  
PO Box 1608, Mildura, VIC 3502

[complaints@findex.com.au](mailto:complaints@findex.com.au)

If we have not resolved your complaint within 30 days, or the issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA).

AFCA provides fair and independent financial services complaint resolution that is free to consumers. They can be contacted on 1800 931 678, online at [afca.org.au](http://afca.org.au), via email at [info@afca.org.au](mailto:info@afca.org.au) or in writing to Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001. You can also make a complaint and obtain information about your rights on the Australian Securities and Investments Commissions free call information line: **1300 300 630** or online at [moneysmart.gov.au](http://moneysmart.gov.au).

## Professional Indemnity Insurance

We maintain professional indemnity insurance that satisfies the requirements for compensation arrangements under section 912B of the *Corporations Act 2001*.

The insurance provides indemnity up to the sum insured for FAS and for our Advisers in respect of authorisations and obligations under our Australian Financial Services Licence (subject to terms and conditions).

This insurance covers former Advisers and employees for work done whilst they were engaged with us.

## Who to contact for more information

If you have any further questions about the financial services Findex Advice Services Pty Ltd provides, please contact our head office on **03 9292 0101**.

Please retain this document for your reference and any future dealings with Findex Advice Services Pty Ltd.

### **Findex Advice Services Pty Ltd**

Level 42, 600 Bourke Street  
Melbourne 3000  
**03 9292 0101**

This FSG was issued on 5 June 2023 by Findex Advice Services Pty Ltd.  
ABN: 88 090 684 521 | AFSL No. 243253.





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