

Financial Services Guide

The purpose of this Financial Services Guide (FSG) is to assist you in deciding whether to use any of the financial services we offer. This guide contains the following:

- Who we are;
- What financial services and products we provide;
- Details on how to get advice and give instructions;
- How we (and any relevant persons) may be remunerated;
- Whether any relevant associates or relationships exist that may influence our advice;
- How we protect your personal information and
- How to access our internal and external compliant handling arrangements.

About us.

Sempre Advisory Pty Ltd ABN 24 670 066 789 is a Corporate Authorised Representative (CAR), number 001306166 of SIRA Group Pty Ltd (SIRA Group) ABN 15 106 922 641 which is an Australian Financial Services Licensee (AFSL), number 278423. In this document, Sempre Advisory is the providing entity and is referred to as 'we', 'us' and 'our.' Our contact details are:

Sempre Advisory Pty Ltd Level 5 447 Collins Street, Melbourne VIC 3000 P: 1300 613 692 E: onur.kinali@sempreadvisory.com.au

SIRA Group, under its AFSL, authorises representatives (known as ARs) to carry on their business within the provisions of authorised financial services.

SIRA Group's contact details are:

Level 5, 447 Collins Street

Melbourne VIC 3000

admin@siragroup.com.au

SIRA Group have authorised the distribution of this FSG by Sempre Advisory and its Authorised Representatives.

When meeting with us, you may receive two types of advice, general advice and/or personal advice.

When you receive personal advice, you will receive a Statement of Advice (SoA). An SoA will:

- explain the advice and the basis of the advice provided;
- provide information about remuneration (including commissions) and;
- disclose any associations or relationships that could potentially influence us or your financial adviser, in providing that advice.

If you received further advice, you may also receive a Record of Advice (RoA). Copies of all advice documents will be kept on record and you may request a copy of these records at any time during the seven (7) -year period after the date the SoA or further advice was provided by contacting your adviser.

General advice is based on the consideration of the investment merits of a product without taking into consideration whether the product is suitable for you personally. Such advice will be accompanied by a general advice warning referring to this.

Statement of Lack of Independence

Sempre Advisory Pty Ltd is not an independent financial planning firm as defined in the Corporations Act 2001 *under section 923A*, due to the following:

- We may receive commissions from insurance providers when writing business with them.
- Our financial planning fees may be calculated based on a % of the funds we manage for you.

Other Corporate Authorised Representatives of SIRA Group receive either commissions from insurance providers or charge fees based on a % of the funds under their management.

Financial Services and Products that we offer.

Sempre Advisory is authorised to provide advice on and deal in the following financial products:

- Deposit and payment products limited to:
 - Basic deposit products
 - Deposit products other than basic deposit products
- Securities
- Interest in managed investment schemes including IDPS
- Interest in managed investment schemes limited to MDA services
- Miscellaneous financial investment products limited to MDA services
- Retirement savings account
- Government bonds and debentures
- Life products including investment life insurance products and life risk insurance products
- Superannuation
- Standard margin lending facility

We can provide ongoing financial services, including continuous advice and implementation support.

We can only provide advice on financial products that are on our approved product lists which includes a large range of investments and insurance products for which appropriate research and analysis has been carried out.

SIRA Group's Authorised Representatives cannot advise you on, or influence you in favour of, a financial product which:

- is not on the approved product list, or
- any arrangement where your financial adviser can make changes to your portfolio before obtaining your consent unless they are specifically authorised to do so, or
- is a product on which they are not authorised to provide advice.

You can find further details on the Australian Securities and Investment Commissions website at www.asic.gov.au.

Whilst your financial adviser may conduct a separate business, for example as an Accountant, we are only responsible for the financial products and services described in this FSG and included on our approved product list.

Should you have a need for products or services which are not listed above or require further specialist advice which we cannot, or are not authorised to provide, we will refer you to another qualified provider.

In the case of where you do not wish to receive our advice, we may deal on your behalf by carrying out your instructions.

Where you do not obtain advice, you may face the risk that the financial product/s and or service you select may not fully take into account your objectives, financial situation and or needs. In such instances, we may require you to sign a document that records your intention not to seek advice from us for the particular financial products/s.

Financial Advisory Services

Advisory services you can access from Sempre Advisory include:

- financial planning advice
- superannuation advice, including advice to establish self-managed superannuation funds
- retirement advice
- wealth accumulation advice
- redundancy advice
- life and disability insurance advice; and
- gearing advice and strategies
- cash flow strategies and advice
- social security benefits advice
- estate planning services (financial planning).

If at any time, we provide advice in relation to financial products and services, we and Sempre Advisory will act for You, not for product issuers.

Submitting instructions to your financial adviser.

You will be permitted to exercise rights in relation to the assets in the client portfolio.

Instructions can be provided to your financial adviser by letter, email, telephone, fax or other means as mutually agreed.

Outsourcing Arrangements.

Where we outsource tasks associated with the implementation or management of your MDA services such as to Executing Brokers, we will ensure that due skill and care is taken in choosing suitable service providers by, executing Service Agreements to monitor the service levels and to review the ongoing performance of these outsourced functions.

Investment Program.

You must enter into an MDA Contract before we can act for you by providing MDA Services. Provided as part of the MDA Contract is the Investment Program. This document must comply with Division 2 and Division 3 of Part 7.7 of the Corporations Act and will contain:

- A statement about the nature and scope of the discretions we will be authorised to, and those that we are required to exercise under the MDA Contract and the Investment Strategy that is to be applied in exercising those discretions;
- Information about any significant risks associated with the MDA Contract;
- The basis on which we consider that the MDA Contract will be suitable for you; and
- The warnings that paragraph 912AEB(5)(C) of the Corporations Act (Cth) requires.

We will be responsible for reviewing the Investment Program.

You will be holding all portfolio assets under the MDA. Our services do not include custodial or depository services.

Non-Limited Recourse Products.

Sempre Advisory is authorised to provide financial services in relation to standard margin lending facilities and other loan internally geared products.

Products

The types of products considered may include Margin Loans and Protected Equity Loans. Providers of these products include Commonwealth Bank, Macquarie Bank and Bell Potter.

Leverage

Margin loans will be limited to a maximum LVR, as determined by the product provider but not to exceed 70%.

Remuneration.

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 2.0% of your account balances rather than 1.0% 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.

Your employer may be able to negotiate to pay lower administrative fees.

Ask the fund or your financial adviser.

TO FIND OUT MORE

If you would like to find out more or see the impact of fees based on your own circumstances see the ASIC Money Smart website

(<u>www.moneysmart.gov.au</u>) has a Managed Investment fee calculator to help you check out the different fee options.

Fees and other costs.

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the assets of the Managed Investment Scheme as a whole.

Taxes and Insurance costs are set out in a separate part of this document.

Initial Advice Fee

This fee covers the cost of services rendered so that we are able to prepare and present you with a Statement of Advice (SoA). These services may include, but are not limited to, researching your existing products and services and compiling the relevant information, preparing advice documents to include our recommendations and assisting with implementation. The fee may vary, depending on your circumstances and the complexity of your needs and the time it has taken to prepare your advice documents. The manner

in which you will be charged depends on the complexity of your circumstances, the recommended strategies and the time taken to prepare the SoA.

The Initial Advice Fee is normally a fixed dollar amount and may vary from \$620 to \$11,600. Alternatively, the Initial Advice Fee may be calculated on an hourly rate, not to exceed \$880 per hour.

We may request a non-refundable deposit of up to 20% of the Initial Advice Fee at engagement, with the balance to be payable upon presentation of your advice documents.

Your SoA will detail any and all fees that may be applicable, should you proceed to implement our advice.

Implementation/Facilitation Fee

This is a fee that may be charged to assist you with the implementation and/or facilitation of our advice and may be a fixed dollar fee or a percentage-based fee based on the value of your portfolio and/or advisable assets.

Example: For a portfolio value of \$50,000, the maximum percentage-based fee payable for implementation/facilitation will be 3.0% inc GST, or \$1,500.

Alternatively, this fee may be charged as a fixed or flat fee ranging between \$620 and \$11,600 depending on the complexity of your implementation/facilitation needs. The fee may be calculated using an hourly rate, not to exceed \$880 per hour.

Your advisor will confirm the details of any Implementation/Facilitation fee that may apply to your circumstances, in writing, as soon as practicable shortly after or with the provision of your advice documents.

Fixed Term Service Agreement (FTSA) advice fees

You have the option to engage your advisor on an ongoing basis and can establish a Fixed Term Service Agreement for regular, ongoing financial advice. A FTSA cannot exceed a term of 12 months and can be reviewed and renewed accordingly. FTSA fees may be a (1) fixed/flat dollar amount, ranging from \$620 pa to \$11,600 pa or (2) a percentage-based fee, based on your portfolio value or advisable assets, ranging from 0.22% pa to 1.10% pa or (3) a combination of (1) Fixed Flat dollar fee and (2) a Percentage Based Fee.

Example: For a portfolio value of \$50,000, deemed complex and or complicated, a Fixed/Flat dollar fee of \$620 pa and a Percentage Based fee of 1.10% pa or

\$550 pa, a total of \$1,170 may be applicable within the term of a Fixed Term Service Agreement.

Your advisor will discuss and agree with you, in writing, the fee structure that applies to your specific circumstances, in advance of the commencement of a FTSA.

Any other fees and commissions that are charged by product and service providers and platform operators may be calculated on the balance of your portfolio held with them. These amounts may vary, and details can be found in the relevant Product Disclosure Statement (PDS) and/or SoA, and will be available on request.

Brokerage:

You may be charged a fee for trading in any financial product. You may also be charged clearing interest, interest and administrative or related transaction costs such as off market transfer fees. This will be an additional cost to you.

Commissions:

SIRA Group may also receive commission payments from insurance providers for life risk insurance products (other than for members of a superannuation fund or entity). In some cases, your financial adviser may be entitled to a portion of these payments.

If these products are recommended to you, more detail will be provided in the SoA.

There may be either or both, an initial and/or ongoing commission payable to us. Please note that while the commissions are payable based on the premium you pay, the commissions do not form part of your premium and are not an additional fee to you. All fees are paid directly to SIRA Group and then paid to Sempre Advisory. SIRA Group and Sempre Advisory reserve the right to change the fees charged without your consent by giving 30 days' notice.

You may pay for the services by a combination of the options listed above.

SIRA Group may be eligible to receive sponsorship in the form of cash payments from product providers listed on the approved product list. Amounts may vary per product provider.

Your financial adviser does not share directly in the sponsorship payments but may benefit indirectly through the provision of subsidised conference and professional development training costs.

If you purchase or sell direct securities through us, we may receive a fee for these transactions. Details of which will be disclosed in either an SoA or a RoA.

Your financial adviser may be invited to attend social or sporting events and may receive an occasional gift such as a hamper on special occasions. These benefits will be less than \$300. Your financial adviser keeps a register of other benefits received with a value between \$100 & \$300.

These registers are available with 7 days written notice.

Any of the payments listed above will be made to the extent permitted by law.

Who we act for.

We provide financial services on behalf of SIRA Group to you and will act in your best interests.

Relationships or Associations which may influence the financial advice provided.

Sempre Advisory, including its shareholders, have no financial interest in any financial product providers with whom it deals with. No directors or executive officers of Sempre Advisory, act in a similar capacity within the business of another financial product provider. In the event that we develop any relationship with financial product providers and receives any monetary or other benefits, our usual disclosure principles will apply.

SIRA Group's Professional Indemnity Insurance Arrangements.

SIRA Group has Professional Indemnity Insurance arrangements in place as required under section 912B of the Corporations Act. The professional indemnity insurance takes into account the volume and nature of its business, the number and nature of its representatives and clients, and the potential extent of its liability.

SIRA Group's professional indemnity insurance also covers potential claims in relation to the conduct of representatives who no longer work for them (but who did so at the time of the relevant conduct).

Information provided to receive Personal Advice.

In order to meet our obligation to act in your best interests (i.e., under the Best Interests Duty) we will request that you provide us with details of your personal objectives, current financial situation and needs and any other relevant information, so that we can offer you appropriate advice.

You have the right not to tell us information about yourself however if you do not provide us with accurate and complete information relating to your personal circumstances, the advice you receive may not meet your intended objectives and you should make your own determination as to whether the advice is appropriate, before proceeding.

Protecting your personal information.

Information provided by you in the course of receiving financial planning services will only be used to:

- provide you with information, products or services that you might reasonably expect or request;
- fully understand or anticipate your needs during our relationship or;
- manage rights and obligations under any laws applying to the services provided.

We are committed to implementing and promoting a Privacy Policy which will ensure the protection and security of your personal information.

 We have provided you with our Privacy Policy.
 If you would like an additional copy please let us know.

If you wish to access your personal information, please contact our office and we will make arrangements for you to do so. Please notify us of any changes or discrepancies with your personal information.

Should you have any complaints regarding the collection, use or management of your personal information, you may write to the Privacy Commissioner at: GPO Box 5218, Sydney NSW 1042 Your financial adviser has an obligation under the Anti-Money Laundering and Counter-Terrorism Finance Act 2006 to verify your identity and the source of any funds.

If your financial adviser leaves SIRA Group and starts to provide financial services under another licensee, your information may be transferred to the new licensee. You will be advised of any transfers before they take place.

How to lodge a complaint.

If you have a complaint about a financial service provided to you, you should follow the steps outlined below:

- Contact your financial adviser to discuss your complaint;
- 2. If your complaint is not satisfactorily resolved within seven days of raising it, you may contact

SIRA Group on (03) 9909 7018 or put your complaint in writing and send it to:

SIRA Group Pty Ltd Level 5, 447 Collins Street, Melbourne Vic 3000

If, after speaking with SIRA Group and your financial adviser, your complaint is still not resolved to your satisfaction, you can lodge your complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: www.afca.org.au Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority,

GPO Box 3, Melbourne VIC 3001.

SIRA Group is a member of this Complaints Resolution

Service.

The Australian Securities and Investments Commission (ASIC) also has a toll free information line on 1300 300 630 which you may wish to use to make a complaint and obtain information about your rights.