

TERMS OF BUSINESS AGREEMENT

These are the terms and conditions on which **Libero Capital Pty Ltd** (ABN 20 145 520 341) will provide financial planning and investment management services to you.

HOW WE SERVICE YOUR NEEDS

We will collect information from you about your objectives, financial situation and needs that is relevant to the issue/s on which you have asked us to advise. We may need to meet with you and contact you by phone or email. We may need your authority to verify your financial information with your banks etc. We will ask you to update this information from time to time. All our recommendations will be based on the information you provide to us.

We will analyse the information you have provided and we will investigate financial strategies and products that are appropriate to achieve your objectives. If we believe that your objectives will be better achieved or your needs better met if we provide advice on a different or additional topic than you have requested, we will tell you so. We may call you during this phase to discuss your preferences, clarify your objectives, confirm the scope of our advice and/or obtain further information.

If we recommend you acquire any financial products, we will research and recommend appropriate products for you. We maintain an approved product list and will only recommend products that are on that list. If none of the products on our approved list are suitable for you, then we may not be able to recommend a financial product for you. We will tell you in writing if this happens.

We will give priority to your best interests when advising you. We will provide our advice in writing. We call this a Statement of Advice.

If it is reasonably apparent that the information you provide to us is incomplete or inaccurate, we will make reasonable inquiries to obtain complete and accurate information. If you do not provide us with complete or accurate information, you should consider the appropriateness of our advice for you before you act on it.

We will only recommend that you replace a financial product that you currently hold if the replacement would better achieve your objectives and meet your needs. We will advise you in writing about the costs, advantages and disadvantages of replacing the product.

YOUR OBLIGATIONS

You must provide us with accurate and complete information and tell us about all significant changes in your personal and financial circumstances. Personal issues might include your marital status, dependants, health or occupation. Financial issues might include a change in your income, assets, debts or expenses. If you do not do this, our advice might not be appropriate for you.

FEES AND PAYMENT TERMS

We will tell you the amount of our fees in advance, either in our Client Services Agreement, an engagement letter, a quote, Statements of Advice, or by email. We may seek your consent to pass on part of our fees to your adviser.

We do not usually receive any commissions or brokerage however, in very limited circumstances we can agree to be remunerated by commission for the insurance services that we provide to you. This is paid by your insurers. If you choose to cancel an insurance policy that we have arranged for you within the first 2 years for any reason, the insurer will require us to repay some or all of that commission. You must reimburse us for that amount.

Initial Wealth Advisory & Investment Management Advice & Service Fees

Unless agreed otherwise in a Client Services Agreement, letter of engagement, quote, advice document, or email we may invoice you progressively each week, fortnight or month while we are preparing our initial advice for you. We will send you tax invoices containing details of our fees and expenses including GST. Our tax invoices are payable within 7 days after they are given to you. We may require a deposit in advance of commencing any advice or service.

You may pay by credit card, electronic funds transfer or direct debit from a bank. We do not accept payment in cash.

Financial Planning - Advice & Service Fees

Unless agreed otherwise in a Client Services Agreement, letter of engagement, quote, advice document, or email we may invoice you progressively each week, fortnight or month while we are preparing our advice for you. We will send you tax invoices containing details of our fees and expenses including GST. Our tax invoices are payable within 7 days after they are given to you. We may require a deposit in advance of commencing any advice or service.

You may pay by credit card, electronic funds transfer or direct debit from a bank. We do not accept payment in cash.

Investment Management – Fixed Term Advice & Service Fees

Usually, fees relating to portfolio management of your investment portfolio(s) will be paid from your portfolio account which we are advising upon and managing on your behalf. Fees relating to portfolio management and related services will be set out in a Fixed Term Advice & Services Agreement which must be renewed annually for a further fixed term.

In certain circumstances we may agree to invoice you monthly, quarterly, half yearly or annually for portfolio management advice or services. We will send you tax invoices containing details of our fees and expenses including GST. Our tax invoices are payable within 7 days after they are given to you.

You may pay by credit card, electronic funds transfer or direct debit from a bank. We do not accept payment in cash.

We provide facilities to allow you to make payment via credit card or direct debit.

If our tax invoice is not paid within 30 days, we may charge you interest which will be at the Reserve Bank Cash Rate plus 2%. If we need to refer your account to a collection agency or solicitor, we will add all legal costs and commission to the amount owed to us.

ENGAGEMENT OF OTHER ADVISERS

If we need to use the services of other advisers, e.g. accountants, solicitors, or technical consultants we will consult you before we appoint them. We may ask you to enter into a costs agreement directly with them.

YOUR DOCUMENTS

We will retain records of our advice and any papers to which you are entitled for 7 years after we last provide services to you. You authorise us to destroy your papers and our file after that time.

CONFIDENTIAL AND PERSONAL INFORMATION

We acknowledge that you will provide us with confidential information in relation to your affairs which is not in the public domain. You authorise us to disclose your information to others where necessary to advise on and manage your financial needs and to arrange the financial products you require. These may include administration service platforms, funds managers, stockbrokers, insurers, banks and accountants. We agree that we will not provide the information to any other person or company unless you authorise us to do so or the disclosure is required by law. We will not use your confidential information for our own benefit or to your disadvantage.

Our Privacy Policy

In order to fulfil our professional role in providing financial services and advice, we are required to hold personal and confidential information about you.

As part of our commitment to client service and client confidentiality, we have adopted the principles set out in the Australian Privacy Principles (APPs). The APPs were introduced by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth) (Privacy Amendment Act). The Privacy Amendment Act introduced significant changes to the Privacy Act 1988 (Cth) (Privacy Act). The Privacy Amendment Act includes new, harmonised, privacy principles that regulate the handling of personal information by businesses.

Please click here to download a copy of our company's Privacy Policy - [PMCG-Privacy-Policy-May-2021-v3-1.pdf](https://liberocapital.com.au/PMCG-Privacy-Policy-May-2021-v3-1.pdf) (liberocapital.com.au)

Communication of Collected Information

We may need to communicate personal information to:

- Life Insurance Companies
- Fund Managers
- Banking Institutions
- Portfolio administration services
- Superannuation Funds
- Professionals (who are bound by strict confidentiality) to whom we outsource certain functions such as Technical experts, legal work, compliance, accounting and finance lending. These professionals may include solicitors, the Australian Taxation Office, Accountants and finance professionals. In these circumstances, information will only be used for our purposes;
- Potential purchasers of our business in the event that we propose to sell in order for the potential purchaser to conduct due diligence investigations;
- The purchaser of the business in the event of a sale of our business. As a client you will be notified of any such transfer;
- Other professionals such as finance brokers, general insurance advisers, accountants, stock brokers and solicitors when a referral is required;
- Third parties when required by law e.g: under Court Order;
- Government bodies such as the ATO and ASIC when required; and
- Authority to hold TFN on file and utilise for purposes relevant to your financial requirements.
- We may also share your personal information with additional third parties such as cloud-based software providers. We may use other cloud based software from time to time not listed here and we may add new software providers. Here is a list of some (but not all) of our current providers:
 - Xero Australia - our accounting and workflow management software
 - Netdocuments - our document management software
 - Microsoft - including Office Suite of products
 - Iress - our financial planning and portfolio reporting software
 - Adviser Logic – our financial planning software
 - eWay - payment gateway provider

- Topdocs
 - Campaign Monitor
 - Mailchimp
 - Docscorp
 - Docusign – e-signature software
 - Xeppo – our CRM
- Our Australian Financial Services Licence (MCG Wealth) who is bound by strict confidentiality, has legal authority to access and hold your records at all times and for a period of 7 years even if we are no longer licenced by them. This is a legal requirement that both Libero Capital and MCG Wealth retain access to your records. By signing this agreement you are agreeing to the sharing of your confidential information, between these two parties.

SPAM

From time to time, we may email you information about our financial matters, our services and the services of associated businesses which we believe will be of interest to you. If you do not wish to receive these emails, you may tell us at any time by sending an email to contact@liberocapital.com.au

TERMINATION OF THIS AGREEMENT

You may terminate this agreement at any time by notifying us in writing.

We may terminate the agreement on 14 days notice:

- If you fail to pay our tax invoices or provide fees in advance upon request;
- If you fail to provide us with adequate instructions within a reasonable time;
- If you have given instructions which are deliberately false or intentionally misleading;
- If we have a conflict of interest; and/or
- If you indicate that we have lost your confidence or for other just cause.

If the agreement is terminated, you must pay all fees and expenses incurred or accrued up to the date of and as a result of termination.

We will retain your documents while money is owing to us for our fees and expenses, unless security is provided.

If we provide with portfolio management and any other related services, every 12 months (or sooner) we will require you to re-enter into a new Client Services Agreement with us prior to 15th July each year. If you fail to re-enter into a new Client Services Agreement prior to the expiration of the current agreement we will cease receiving any fees from you and hence cease to offer services until such time as you implement a new Client Services Agreement with us. We will also advise any providers with whom we are your appointed servicing Authorised Representatives to remove us from your superannuation funds, investment portfolio accounts, administration services and insurance policies. In order to re-engage we need to be re-appointed in writing by you following the implementation of a new Client Services Agreement. Due to the additional compliance obligations, the legislation places on us we may include a re-engagement fee to cover our time and resources.