

## TERMS OF BUSINESS AGREEMENT – WHOLESALE CLIENTS

These are the terms and conditions on which **Libero Capital Pty Ltd** (ABN 20 145 520 341) will provide financial advice and investment management services to you as a Wholesale Client as defined in the *Corporations Act 2001* (Cth).

### HOW WE SERVICE YOUR NEEDS

We will collect information from you about your objectives, financial situation and needs that is relevant to the issues 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 bank, superannuation fund 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 help you achieve your objectives. If we believe that your objectives will be better achieved or your needs better met if we provide advice on an additional topic, 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.

We will give priority to your best interests when advising you. We will provide our advice to you via telephone, videoconference, email, and hard copy documentation.

### YOUR OBLIGATIONS

It is your responsibility to provide us with complete and accurate information and documentation in a timely manner to enable us to provide advice and services to you. You must also tell us about any 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 tell us about significant changes, or do not provide us with complete and accurate information, we will either not be able to provide advice and services to you, or the advice and services may not be appropriate for you. If this is the case, it will be your responsibility to consider the appropriateness of our advice before you act on it.

### FEES AND PAYMENT TERMS

Details of your fees and payment terms will generally be set out in your Client Services Agreement.

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. These commissions are paid by the insurer. 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.

**Financial Planning – Initial & Ongoing Advice and 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 the management of your investment portfolio(s) will be paid from the portfolio account which we are advising upon and managing on your behalf.

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 SERVICE PROVIDERS**

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

**YOUR DOCUMENTS**

We will retain records of our services and any documents to which you are entitled for 7 years after we last provide services to you. You acknowledge that we will generally destroy any such records and documents after that time. We may withhold the return of certain documents to you until all fees and costs owing to us have been paid.

**AMENDMENT OF TERMS**

We can amend the terms of these Terms of Business with 10 days' prior notice to you.

**CONFIDENTIAL AND PERSONAL INFORMATION**

We acknowledge that you will provide us with confidential information, including personal 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 you, manage your financial needs and to apply for financial products. These may include administration service platforms, fund 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

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 \(liberocapital.com.au\)](#)

### Communication of Personal 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 if 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, stockbrokers 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
  - eWay - payment gateway provider
  - NowInfinity
  - Campaign Monitor
  - Mailchimp
  - Docscorp
  - Docusign – e-signature software
  - Xepro – our CRM
  - Otter.ai – our transcription software

- Our Australian Financial Services Licence (MCG Wealth) who is bound by strict confidentiality, has legal authority to access and always hold your records 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](mailto:contact@liberocapital.com.au)