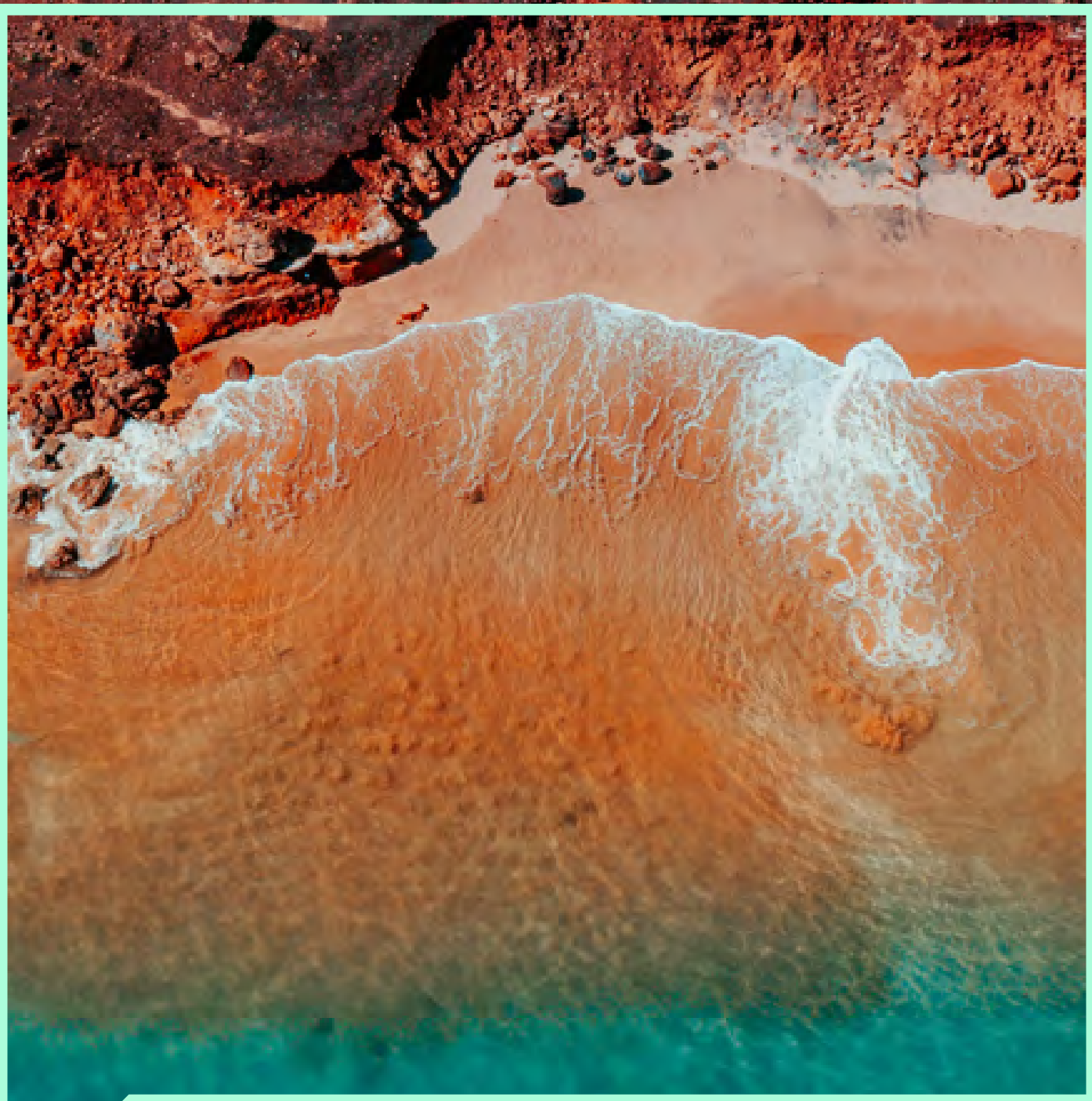




Pitcher Partners Sydney Private Wealth Pty Limited

# Financial Services Guide



# Contents

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|           |                                                                 |
|-----------|-----------------------------------------------------------------|
| <b>01</b> | Purpose of this Financial Services Guide                        |
| <b>04</b> | How we charge fees                                              |
| <b>05</b> | Relationships and associations                                  |
| <b>05</b> | Insurance                                                       |
| <b>06</b> | Complaint resolution                                            |
| <b>07</b> | Additional information – Appendices                             |
| <b>08</b> | Appendix A – Ongoing Service Agreement (OSA) Terms & Conditions |
| <b>11</b> | Appendix B – Advisor profile                                    |
| <b>13</b> | Financial Services Guide acknowledgement                        |

© Pitcher Partners Sydney Private Wealth. Any advice included in this document is general only and has been prepared without taking into account your objectives, financial situations or needs. Before acting on the advice you should consider whether it's appropriate to you, in light of your objectives, financial situation or needs. You should also obtain a copy of and consider the Product Disclosure Statement for any financial product mentioned before making any decisions. Past performance is not a reliable indicator of future performance. Advisors at Pitcher Partners Sydney Private Wealth are authorised representatives of Pitcher Partners Sydney Private Wealth Pty Limited ('PPSPW'), ABN 25 678 662 925, AFS Licence No. 563803. PPSPW is an entity of Pitcher Partners Sydney Firm. Pitcher Partners Sydney Firm is a member firm of the Pitcher Partners association of independent firms. Pitcher Partners is a member of the global network of Baker Tilly International Limited, the members of which are separate and independent legal entities.

# Purpose of this *Financial Services Guide*

Before we provide you with financial advice, you should read this Financial Services Guide ('FSG'). It contains the following important information to help you decide whether to use our services:

- About us
- The financial products and services your Advisor can provide to you
- How we, your financial Advisor and other related parties are paid
- What associations or relationships we have with others that could influence the advice provided to you
- How we collect and use your personal information
- Details of who to contact should you have a complaint

## About us

Pitcher Partners Sydney Private Wealth Pty Limited ('PPSPW, us, we or our') is an entity of Pitcher Partners Sydney Firm. Pitcher Partners Sydney Firm is a member firm of the Pitcher Partners association of independent firms. The Pitcher Partners network is represented by Pitcher Partners Melbourne, Pitcher Partners Sydney, Pitcher Partners Perth, Pitcher Partners Adelaide, Pitcher Partners Brisbane and Pitcher Partners Newcastle. Pitcher Partners is a member of the global network of Baker Tilly International Limited, the members of which are separate and independent legal entities.

PPSPW holds Australian Financial Services Licence 563803 ('AFSL'), which authorises us to provide a range of personal financial advice and services to you. Managing over \$2.5 billion in Assets Under Management (AUM), our experts know the best way to protect and grow your wealth. This FSG is used by our Advisors to inform our retail clients of the financial services provided by us, and is designed to assist you in deciding whether to use our services. We are obliged to provide you with a minimum level of information as required under the Corporations Act 2001 (Cth) and our AFSL.

If you decide to use our services, you will receive this FSG and your Advisor's profile, which provides you with more information about your Advisor, including their contact details, experience and qualifications. You should read these two documents together.

### Lack of Independence

PPSPW is not independent, impartial or unbiased in relation to the provision of personal advice because:

1. In *some* cases, we may receive revenue such as placement fees from wholesale investment offerings. Please note we fully disclose any benefits received to clients prior to placing investments; and
2. We may receive commission from historical insurance advice we provided on life risk products held within custodial platforms (e.g. Wrap).

## Contact details



**Pitcher Partners Sydney Private Wealth Pty Limited**  
ABN 25 678 662 925  
AFS Licence No. 563803

Level 16, Tower 2 Darling Park  
201 Sussex Street  
Sydney NSW 2000

**p** +61 2 9221 2099  
**e** [sydneypartners@pitcher.com.au](mailto:sydneypartners@pitcher.com.au)  
**w** [pitcher.com.au](http://pitcher.com.au)

## About your Advisor

Your Advisor is authorised by PPSPW to provide financial product advice in relation to, and deal in, certain financial products and services. PPSPW will be responsible for any financial services that your Advisor is authorised to provide to you.

The Advisor profile which you will have received contains important information about your Advisor including details of their education and qualifications, what advice they can provide, what relationships and associations they maintain as well as details of how they get paid for providing you with advice.

PPSPW has approved the distribution of this FSG. Please retain this document for your reference and any future dealings with PPSPW.



## Why choose us?

We aim to provide personalised advice solutions tailored to your needs and objectives and believe that sound advice and planning is the key to improving your financial position.

We undertake continuous professional development and training programs so that we are up to date with legislative changes to superannuation, investment, social security and tax environments.

We have access to technical, risk and investment research professionals who provide us with additional analysis on strategies and products that become available as a result of these changes.

Our Advisors will help you determine your goals and weigh up different investment options to achieve them.

Most importantly, we turn your thoughts into action. There are no secret formulas to achieving financial security. We work with you to get the basics right and ensure you have a plan to achieve your goals over time.

### We can provide advice on:

|   |                                         |
|---|-----------------------------------------|
| ✓ | Employee share plans and share schemes  |
| ✓ | Tax (financial) advice and structuring  |
| ✓ | Wealth creation                         |
| ✓ | Retirement planning                     |
| ✓ | Debt reduction                          |
| ✓ | Sophisticated superannuation strategies |
| ✓ | Estate planning                         |
| ✓ | Investment management                   |
| ✓ | Ongoing advisory services               |
| ✓ | Investment structuring                  |
| ✓ | Asset protection                        |

### We can arrange the following products and services:

|   |                                                                                         |
|---|-----------------------------------------------------------------------------------------|
| ✓ | Deposit and payment products;                                                           |
| ✓ | Debentures, stocks and bonds issued;                                                    |
| ✓ | Life insurance and life risk products;                                                  |
| ✓ | Interests in managed investment schemes including investor directed portfolio services; |
| ✓ | Retirement savings accounts;                                                            |
| ✓ | Securities; and                                                                         |
| ✓ | Superannuation.                                                                         |

## How can you give us instructions about your financial products?

To develop a successful financial strategy, including recommending suitable products and services to meet your needs, we need to consider your personal circumstances and financial needs, goals and objectives. We will ask you for information about your personal circumstances when we meet with you.

You have the right not to provide us with personal information. However, without this information, or if it is inaccurate, the advice you receive may not be appropriate for your personal circumstances. If the information is incomplete and/or inaccurate, your Advisor may provide you with a warning that the advice may not wholly represent your needs, objectives or financial situation.

It is also important that you keep us up to date by informing us of any changes in your circumstances, so we are able to determine if our advice continues to be appropriate to your circumstances. It is important that you provide us with complete and accurate information about your circumstances and you take the time to check any assumptions we make and the basis for our advice. If you don't our advice may not be appropriate for your needs.

You can deal with us in person, by phone or email. You may also make an appointment to see your Advisor in person as part of a scheduled review meeting or for any other matter. Your Advisor will use the most recent contact details we have for you to communicate with you. If you have provided an email address, and unless we agree otherwise, we will generally use that medium to communicate with you.

Our initial advice will be provided to you in a financial plan, known as a Statement of Advice ('SOA'). The SOA contains a summary of your goals and the strategies and financial products we will recommend to help you achieve your goals. It also provides you with detailed information about the fees, costs and other benefits we will receive as a result of the advice we have provided. We will maintain a Record of Advice ('ROA') for any further advice and/or reviews we provide to you.

You have the right to request a copy of these documents up to seven years after the advice was provided by contacting your Advisor.

## Documents you may receive

If we recommend or arrange a financial product for you, we will generally provide you with the relevant product disclosure statement (PDS) or investor directed portfolio service (IDPS) guide (as applicable). These documents contain the key features of the recommended product, such as its benefits, and risks as well as the costs you will pay the product provider to professionally manage your investment or insurance. You should read any warnings contained in your SOA, the PDS or IDPS guide (as the case may be) carefully before making any decision relating to our advice.

## Ongoing service arrangements

You have the opportunity to enter into an annual Ongoing Service Arrangement ('OSA') with PPSPW, which sets out the terms of our ongoing services to you, including in relation to fees. We will seek your written consent to renew the OSA each year with us.

Our standard OSA terms and conditions are provided in the Appendix to this FSG.

## Your privacy and access to your information

As part of the financial planning process, we need to collect information about you and maintain a record of your personal information. We are also required under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Act 2006 to implement client identification processes. We will need you to present identification documents such as passports and driver's licences in order to meet our obligations.

We maintain a record of your personal information. You have the right to withhold personal information, but this may compromise the effectiveness of the advice you receive. If your personal information is incomplete or inaccurate, this could affect our ability to fully or properly analyse your needs, objectives and financial situation, so our recommendations may not be completely appropriate or suitable for you.

Your Advisor and PPSPW will take reasonable steps to protect your information from misuse, loss, and unauthorised access, modification or improper disclosure. As part of our continuing commitment to client service and maintenance of our client confidentiality, we are bound by the Australian Privacy Principles (APPs) established under the Privacy Amendment (Enhancing Privacy Protection) Act 2012. We keep your personal information confidential, and only use it in accordance with our Privacy Policy. Some of the ways we may use this information are set out below:

- Your Advisor and PPSPW may have access to this information when providing financial advice or services to you. Where possible we will obtain that information directly from you, but if authorised by you we may also obtain it from other sources such as your employer or Accountant;
- Your Advisor may, in the future, disclose information to other financial Advisors, mortgage brokers, accountants and those who are authorised by PPSPW to review customers' needs and circumstances from time to time, including other parties associated with PPSPW;
- Your information may be disclosed to external service suppliers both here and overseas who supply administrative, financial or other services to assist your Advisor and PPSPW in providing financial advice and services to you. A list of countries where these service providers are located can be accessed via the PPSPW Privacy Policy;

- Your information may be used to provide ongoing information about opportunities that may be useful or relevant to your financial needs through direct marketing (subject to your ability to opt-out as set out in the PPSPW Privacy Policy); and
- Your information may be disclosed as required or authorised by law and to anyone authorised by you.

Our Privacy Policy contains information about how to make a complaint about a breach of the Australian Privacy Principles. For a copy of PPSPW's Privacy Policy visit [www.pitcher.com.au/privacy](http://www.pitcher.com.au/privacy) or you can contact us.

You can request access to the information your Advisor or PPSPW holds about you at any time to correct or update it as set out in our Privacy Policy. If you wish to examine your file, we ask that you make a request in writing and allow up to fourteen working days for the information to be provided. We may charge a fee to cover the cost of verifying the application and locating, retrieving and/or copying any material requested. If the information sought is extensive, we will advise you of the likely cost in advance and can help you to refine your request if required.

Another Advisor may be appointed to you if your existing Advisor leaves PPSPW or is unable to attend to your needs due to an extended absence from the business. In these circumstances, PPSPW will write to you advising you of the change. Your personal information will be passed on to the new Advisor.





# How we charge *fees*

We are for the most part a fee for service company. Our predominant source of income is the money you agree to pay us for our services. This is usually in the form of an initial advice fee and an ongoing service fee. Fees will be fully disclosed to you in your advice documents, and the terms of our ongoing services arrangements are governed by the OSA.

We will generally:

- Charge a fee directly to you based on the value of unborrowed assets on which we advise;
- Charge a fee directly to you based on the hours involved in the assignment and the level of staff required to provide the advice;
- Receive commissions paid to us by the product issuers whose products we recommend to you; or
- Charge any other combination of the above.

A further breakdown of fees is as follows:

## Initial advice fee

For our initial review and advice, we may charge a fee of between \$1,100 to \$22,000 incl GST, depending on the complexity of your situation. The Initial Advice Fee is the cost of us preparing and subsequently implementing your personalised strategy. The fee for a financial plan will vary depending on the complexity of the advice and strategy provided. The fee will be agreed upon prior to the preparation of the financial plan.

## Ongoing service fee

Depending on your personal situation and the services you require, you may elect to take up our ongoing service offering. We will either:

- Charge a set fee agreed upon upfront, or;
- Charge a fee based on assets under management. Our fee scale will depend on the nature of the assets managed and the investment strategy adopted. Typically, this will range between 0% - 1.5% of funds under management. Generally, the rate will depend on the amount of your investments, as follows:

| Up to \$1m (inc. GST) | \$1m - \$5m (inc. GST) | \$5m+ (inc. GST) |
|-----------------------|------------------------|------------------|
| 1.1%                  | 0.88%                  | 0.66%            |

This fee may be subject to an annual minimum amount.

We will always agree our fees with you upfront and prior to proceeding with work. As described above, fees will be fully disclosed to you in your advice documents.

## Share transactions

If we recommend you buy or sell shares, we may charge a % fee of the value of the trade when we arrange it for you (in addition to the brokerage charged by your stockbroker).

## Ad hoc fees

If you do not wish to take up our ongoing service offering we can provide you with ad hoc services when requested. The Hourly charge-out rates for our team of professionals ranges between \$165-\$660 per hour inclusive of GST.

Fees will include, but are not limited to, all professional time for drafting, reviewing and completing documents, correspondence, advices, conferences, reading materials, traveling (where related to the work), telephone calls, research and providing letters where requested by you. We will always agree our fees with you upfront and prior to proceeding with work. Fees will be fully disclosed to you in your advice documents that we provide you.

## Other payments PPSPW may receive

- **Placement or Distribution fees:** We will disclose any remuneration we are likely to receive when presenting these investment opportunities.

# Relationships *and* associations

It is important for you to understand the relationships that exist between us and other service providers, as they may be considered to influence our recommendations to you.

PPSPW is an entity of Pitcher Partners Sydney Firm. Pitcher Partners Sydney Firm is a member firm of the Pitcher Partners association of independent firms. Pitcher Partners is a member of the global network of Baker Tilly International Limited, the members of which are separate and independent legal entities.

We have associations with a wide range of Financial Product issuers and Service Providers. However, we are not owned by any Financial Product issuer or Service Provider. From time to time, we may refer you to other professional service providers and we may refer you to related entities for certain services, when appropriate, that may encompass accounting and tax services.

If we identify that you have a need for credit assistance services, i.e. mortgage broking, commercial financing and leasing services, or personal insurance services, i.e. life or income protection insurance, we can arrange for those services through a referral to one of a panel of other professional service providers. Should you proceed with the service that we refer to a third party mortgage and/or insurance service provider, we will receive commissions of between 25% to 35% of that provider's fee up front and between 25% to 35% of their ongoing fee. Where a referral is made, PPSPW will disclose any referral fee or commission it may receive in your Statement of Advice or at the time the referral is made.

Whilst we may refer you to a related entity within the Pitcher Partners Sydney firm, such as PPNSW Services Pty Limited for accounting and taxation services, you should understand that these other services are not provided under the PPSPW AFSL and PPSPW does not train, support or supervise the provision of these other services and has no responsibility in relation to these services.

Throughout the Pitcher Partners business, common directorships and common shareholdings do exist between us and they are, therefore, a related entity. PPSPW is not responsible for advice, services or information provided to you by any related entity. You are under no obligation to use the services of any related entity.

## Other disclosures

- We may recommend an Administration Platform to assist in the consolidation in reporting on your financial affairs. We may own shares in these companies, which are publicly listed, on the same terms as any other share holder.
- We may receive small benefits like entertainment or hospitality from certain product providers at no additional cost to you. PPSPW keeps a register to record benefits valued up to \$300. A copy of this register will be provided within seven days upon request.
- Advisors may have shareholdings in Public Companies. This information is available upon request.

## Memberships

- **The Principals Community:** Aimed at supporting AFSL holders grow their business whilst understanding and exceeding legal requirements, which are constantly changing aspects of our industry.
- **Risk and Compliance forum:** Facilitated by legal firm Holley Nethercote, this is a forum that brings together risk and compliance professionals to collaborate and learn.

# Insurance

PPSPW has a Professional Indemnity Insurance Policy ('PI policy') in place which meets the requirements of the Corporations Act 2001 (Cth).

The PI policy covers us and our representatives for claims made against us by clients as a result of the conduct of our employees or representatives in the provision of financial services, even if that person has ceased to act or work for us.



# Complaint *resolution*

## Who can I complain to if I have a complaint about the provision of the financial services to me?

PPSPW is committed to providing the highest quality of financial planning and investment advisory services to its clients and, as part of that commitment, to respond to any complaints promptly, fairly and effectively. We have developed an internal complaint resolution policy and complaint handling procedures that complies with Australian Standard *AS/NZS 10002:2014 Guidelines for Complaint Management in Organizations* and with *ASIC Regulatory Guide RG271: Internal Dispute Resolution*.

The PPSPW Public Complaints Management Policy is published on the PPSPW website and can be accessed using this link: <https://www.pitcher.com.au/advice-for-me/wealth-management/investment-advice/sydney-investment-services/>

The policy provides details on how you may lodge a complaint with us, options available to assist you with complaints (if you need additional assistance) and PPSPW's key steps for dealing with complaints including assessment, investigation and complaint resolution.

We are also a member of the Australian Financial Complaints Authority (AFCA), a Not-for-Profit, approved external complaints resolution scheme which provides a free consumer service.

If you have any complaint about our services, the following steps should be taken:



Contact the advisor directly and tell them the nature of your complaint, giving them an opportunity to resolve the complaint immediately. The advisor may refer the complaint to your relationship partner or the divisional partner-in-charge for their input in finding a resolution.



If your complaint has not been satisfactorily resolved, please contact Cecilia Truong, Complaints Officer of Pitcher Partners Sydney Private Wealth, on +61 2 9221 2099 or put your complaint in writing and send it to her at GPO Box 1615, Sydney NSW 2001. She will then seek to resolve your complaint.



If you still do not get a satisfactory outcome within 30 calendar days of the first notification of your complaint to us, you have the right to lodge a complaint with AFCA at GPO Box 3, Melbourne, Victoria, 3001. Their phone number is 1800 931 678. This service is provided to you free of charge.

The Australian Securities and Investments Commission (ASIC) also has a freecall Infoline 1300 300 630, which you may use to obtain information about your rights.

If your complaint relates to a breach of our Privacy Policy or the Australian Privacy Principles, the matter should be referred to The Privacy Officer, Pitcher Partners, GPO Box 5193, Melbourne VIC 3001.

Additional *information*

Appendices



# Appendix A – Ongoing Service Agreement (OSA) *Terms & Conditions*

## 1. Subcontractors and offsite storage

- 1.1. We use off-site external storage facilities including cloud storage.
- 1.2. We may utilise the services, software, systems, technology and products of third party service providers and cloud computing service providers, to perform or assist us to perform Services and in our client relationship management, in quality reviews and for other administrative support. The service providers and cloud computing service providers we utilise to assist in the provision of our Services include:

| Name                  | Location          | Description                                                                                                                                     |
|-----------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| First AML Pty Limited | Australia         | Identity verification services as part of customer due diligence (CDD) and AML/CTF obligation risk management controls and processes            |
| FuseSign              | Australia         | Transfer of files and e-signing                                                                                                                 |
| Microsoft             | Cloud (Australia) | Office 365 suite including email system                                                                                                         |
| Nexon                 | Sydney, Australia | IaaS hosting of core systems including file storage, intranet services, data storage and virtual server hosting. Management of Office365 suite. |
| Praemium              | Cloud (Australia) | Portfolio administration system                                                                                                                 |
| xPlan                 | Cloud (Australia) | Advice document generation system                                                                                                               |

And other third parties from time to time and as separately notified to you.

- 1.3. We may provide these third parties with access to your data to the extent this is required to perform the services.
- 1.4. Your data will be stored in servers physically located in Australia (unless otherwise specified) and in accordance with the security practices of the third party service provider and our Privacy Policy.
- 1.5. For the purposes of clauses 1.1 to 1.4, you consent to your information (including personal information and confidential information) being disclosed and transferred to those contractors or suppliers, so long as they are bound by confidentiality obligations.
- 1.6. You consent to us using software, systems, technology and products supplied by third parties ("**Third Party Products**"), whether disclosed or not. This includes but is not limited to financial planning software systems, file storage systems, registry services systems, information management systems, portfolio management systems, cloud systems, and on-line information access systems. You agree to allow us to provide these Services using Third Party Products. To the maximum extent permitted by law, we do not give any warranty in relation to Third Party Products, including, but not limited to, any warranty as to features, performance, fitness for purpose or legal efficacy of using Third Party Products. To the maximum extent permitted by law, we will not be liable for, and you release us from any claim, complaint, notice, demand, action, proceeding, judgement, damage, loss, cost, expense, liability or obligation however arising in connection with the Third Party Products whether present, future or contingent which you may have against us.

## 2. Scope of services

- 2.1. This agreement sets out the terms and conditions of our ongoing professional relationship with you and on which we will provide you with financial planning services.
- 2.2. We will assist you to develop a strategy to manage your financial affairs and meet your financial goals.
- 2.3. We will provide you with the services as agreed with your Advisor.
- 2.4. If you require us to provide additional services, and we agree to provide them, these services will be provided at an additional cost to you. We will provide you with an estimate of costs associated with these additional services prior to commencing.
- 2.5. You acknowledge that we can only provide you with the services on the basis of the information you have provided to us.

## 3. Fees

- 3.1. We will charge you fees for the services we provide under this agreement as agreed with your Advisor.
- 3.2. You agree that these fees will be calculated in the manner as agreed with your Advisor.
- 3.3. Each of the fees are payable personally by you. However, we may agree with you for our fees to be paid out of your investment funds, or as a percentage of your superannuation account.
- 3.4. You must pay us reasonable costs and expenses (including solicitor client costs) that are incurred

in complying with or challenging any third party notice or demand that we receive about you and the services, to the extent that such costs and expenses are not recovered or recoverable from the person issuing the notice or demand. A third party notice or demand includes the Australian Taxation Office, the Australian Prudential Regulatory Authority, the Australian Securities Exchange, the Australian Securities & Investments Commission, AUSTRAC, the Australian Charities and Not-for-Profits Commission, any government statutory body or instrumentality, any court or tribunal, or any other third party organisation in relation to you or the services.

#### **4. Prior agreement**

- 4.1. This agreement replaces any existing agreement which you may have entered into with us. Any prior agreement is terminated by entering into this agreement.
- 4.2. This agreement replaces any existing agreement which you may have entered into with us. Any prior agreement is terminated by entering into this agreement.

#### **5. Our obligations**

- 5.1. We:
  - 5.1.1. Will provide you with the services as agreed with your Advisor with the level of due care and skill that is reasonably expected of a financial planner;
  - 5.1.2. Will provide you with access to your financial planner to hold discussions with them on a regular basis;
  - 5.1.3. May provide you with access to educational tools and guidance.

#### **6. Instructions**

- 6.1. If we are providing services to you and another person jointly, we accept instructions both jointly and severally from you.
- 6.2. You agree that any instructions you provide to us are subject to this agreement and any applicable laws.
- 6.3. You agree that you will be bound by any instructions provided by you, or which we reasonably believe to be provided by you.
- 6.4. You can direct us to invest, vary, transfer or convert the whole, or any part, of your investment portfolio. All investment activity is subject to your approval.
- 6.5. You must provide us with all information requested in a clear, accurate and timely manner. Failure to do so may contribute to delays.
- 6.6. If you do not provide us with sufficient information, there is a risk that the advice we provide will not be suitable to your circumstances.
- 6.7. All information supplied by you will be treated as confidential and in line with applicable privacy laws and our privacy policy. Information will only be disclosed to a third party with your consent or as

permitted by law. Subject to our legal, regulatory and professional obligations (including any AML/CTF obligation), any compulsory processes and as otherwise set out in this agreement, we will comply with our obligations to keep information regarding your matter confidential and to avoid conflicts of interest.

#### **7. Associations and remuneration**

- 7.1. Any association or limitation which may impact the advice we provide to you has been disclosed in our Financial Services Guide.

#### **8. Documents we provide to you**

- 8.1. It is important for you to read documents provided by us and notify us promptly of the decision taken on any recommendation or if the meaning of any information is unclear.

#### **9. Review service**

- 9.1. During the term of this agreement you are entitled to a review annually or on a frequency as agreed by you and us. The review will evaluate your current situation against the objectives, strategies and financial planning recommendations we have previously identified with you.

#### **10. Notice**

- 10.1. If you need to contact us, you may do so by using the contact details as provided in the Financial Services Guide.
- 10.2. You must inform us if you change your contact address. You are responsible for ensuring that we have up to date contact details for you.
- 10.3. If you do not respond to our communications, we will interpret this as a decision not to proceed with a recommendation. The timeframe for a response before the recommendation expires is 30 days.

#### **11. Liability**

- 11.1. You acknowledge and agree that while we and our representatives will exercise due care and skill when recommending financial products, we do not give any assurance or warrant any particular financial product performance or rate of return.
- 11.2. We are not responsible for any loss incurred by you as a result of any act, omission, deceit, neglect, mistake or default of any third party except to the extent that the loss is attributable to our negligence, deceit or default.

#### **12. Warranties**

- 12.1. By entering into this agreement, you warrant that:
  - 12.1.1. You have the power and authority to enter into this agreement;
  - 12.1.2. The information you have provided to us is true and correct;
  - 12.1.3. Your obligations under this agreement are valid and enforceable against you;



12.2. If you are a body corporate, you have the authorisations necessary for you to enter into this agreement and to observe and exercise your rights and obligations under the agreement.

12.3. If you are a trustee:

12.3.1. This agreement will bind you in both your personal capacity and your capacity as a trustee;

12.3.2. You are entitled to be indemnified out of the assets of the trust for liabilities which you may incur under this agreement;

12.3.3. You have authority to enter into this agreement; and

12.3.4. Your instructions are lawful and authorised.

### 13. Renewal of agreement

13.1. This agreement shall be renewed annually.

### 14. Amendment of agreement

14.1. We may amend the terms on which we provide our services (including the fees we charge for those services) by providing you 60 days' written notice.

14.2. In addition to clause 14.1, this agreement may be amended by the mutual agreement of the parties.

### 15. Term and termination

15.1. Unless your express written consent is received on an annual basis, the agreement will cease to have effect 150 days after the agreed reference date. Once ceased, no further services will be provided, or fees deducted from your account.

15.2. This agreement may be terminated by:

15.2.1. Either party, by providing the other party with 30 days' written notice;

15.2.2. By us if you breach this agreement or any relevant law, or fail to make any fee payments which are required under this agreement. If we do this, we will write to you confirming that the agreement has ceased and informing you of any outstanding fees.

15.2.3. By you failing to renew this agreement. If this occurs, we will write to you confirming that the agreement has ceased and informing you of any outstanding fees.

15.3. We may without liability to you or any third party, defer commencement of the services, suspend the services or terminate this agreement immediately by written notice if you fail to provide to us information or documents required by us to satisfy a legal, regulatory or professional obligation, including (but not limited to) any AML/CTF obligation.

15.4. Upon termination of this agreement, you may be liable to pay us any outstanding fees and charges associated with the services we have provided.

### 16. Complaints

16.1. Further details of our dispute resolution mechanisms are contained in our Financial Services Guide.

### 17. Governing law

17.1. This agreement shall be governed by and construed in accordance with the laws of the State in which it is entered into. The parties agree to irrevocably submit to the non-exclusive jurisdiction of the courts of that State.

17.2. We are a reporting entity within the meaning of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and related legislation. In connection with the services, we may be required to comply with obligations imposed under such legislation ("AML/CTF obligations"), including but not limited to:

- a. Conducting customer due diligence (CDD);
- b. Monitoring our customers for suspicious behaviour and transactions;
- c. Reporting certain matters (including suspicious matters) to AUSTRAC; and
- d. Record keeping requirements.

17.3. You must promptly, on request, provide us with access to all information, documents files, records, information technology systems, premises, reasonable working facilities, and assistance for us to use, people with the relevant skills (whether senior executives, management or staff) and third parties that are required for us to perform the services and our compliance with any applicable legal, regulatory or professional obligation (including any AML/CTF obligation).

17.4. We may be required, as part of complying with our AML/CTF obligations, to conduct customer due diligence (CDD) in connection with the services. This may include collecting, verifying and retaining personal information, if required by law, in accordance with our Privacy Policy.

17.5. We may be required to retain certain records in order to comply with our AML/CTF obligations.

### Acceptance of terms

You acknowledge that you:

- Have received these terms and have read and understood them;
- Understand the fees that will be incurred by implementing the recommendations;
- Have received a copy of our Financial Services Guide; and
- Have read and understood our Privacy Policy, and consent to the collection, use and disclosure of your personal and other information including use in order to verify your personal information for Anti-Money Laundering / Counter Terrorism Financing (AML/CTF) purposes.

# Appendix B – Advisor *profile*



## *Zac Nealon*

**Provisional Financial Advisor,  
Private Wealth**

p +61 2 9881 3675

e [zac.nealon@pitcher.com.au](mailto:zac.nealon@pitcher.com.au)

### **Professional background**

Your Provisional Financial Advisor, Zac Nealon, ASICAR number 1322649, is an authorised representative of Pitcher Partners Sydney Private Wealth Pty Limited, ABN 25 678 662 925, AFS Licence No. 563803. Zac is undertaking his professional year and is being supervised by Martin Fowler. Martin is responsible for any personal advice given by Zac while he is undertaking his professional year.

Zac provides strategic financial advice to individuals and families seeking to build, manage and protect their wealth at every stage of life. He works closely with clients to develop tailored financial strategies that align with their personal and financial goals.

For ambitious professionals and growing families, Zac provides guidance on converting their success into lasting wealth. He works with clients to establish strong financial foundations and implement tax-effective strategies that support their long-term objectives. By identifying investment opportunities aligned with each client's goals and circumstances, Zac supports the creation of long-term wealth and progress towards financial independence.

As clients approach retirement, Zac helps them transition from wealth accumulation to sustainable retirement income planning. This includes retirement and superannuation strategies, investment portfolio design and ongoing guidance to help clients navigate the decades that follow retirement. He particularly values building long-term relationships and providing continuity of advice as clients' needs evolve over time.

Zac believes that successful financial advice is built on strong relationships, clear communication and practical strategies. He takes a proactive and collaborative approach, helping clients simplify financial complexity and make confident decisions throughout their financial journey.

### **Areas of expertise**

- Investment and portfolio management
- Wealth accumulation strategies
- Retirement planning and retirement income strategies
- Superannuation
- Tax and strategy planning, including companies and trusts

### **Professional qualifications and memberships**

- Bachelor of Commerce (Finance and Accounting), University of Sydney
- Graduate Diploma of Financial Planning, Kaplan Professional

### **How he is paid**

Zac is paid a salary and may receive a bonus subject to a balanced scorecard. This bonus is based on his performance across multiple areas and the overall profitability of PPSPW.

## Making business *personal*



### **Zac Nealon**

*Provisional Financial Advisor,  
Private Wealth*

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### **Martin Fowler**

*Partner, Private Wealth*

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## **We're ready to help you thrive**

Since day one we've been helping businesses, families and individuals intelligently frame their goals and make the most of their potential.

Today, we're one of the largest accounting, audit and business advisory firms in Australia. We work with middle market businesses, from family-run companies to renowned industry leaders and iconic brands. And help families and individuals manage their wealth across generations.

If you've got ambition, we're the team you want on your side.

## **Local knowledge, national footprint**

Pitcher Partners Sydney Private Wealth Pty Limited is an entity of Pitcher Partners Sydney Firm. Pitcher Partners Sydney Firm is a member firm of the Pitcher Partners association of independent firms. The Pitcher Partners network is represented by Pitcher Partners Melbourne, Pitcher Partners Sydney, Pitcher Partners Perth, Pitcher Partners Adelaide, Pitcher Partners Brisbane and Pitcher Partners Newcastle. Pitcher Partners is a member of the global network of Baker Tilly International Limited, the members of which are separate and independent legal entities.

## **We'll always make it personal**

At the heart of Pitcher Partners is the idea that business is never just business. We're known for the dedication we give to building great relationships, and it's been that way from the start. People first.

Everything we do is grounded in communication and collaboration. We're here for that frank, refreshing and always informed discussion that leads to new ideas and better decisions. And we're here for you. Whatever your goals, we can get there together.

Pitcher Partners. Making business *personal*.

Adelaide | Brisbane | Melbourne | Newcastle | Perth | Sydney

 **bakertilly**  
NETWORK MEMBER

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# Financial Services *Guide*

## Use of email communication and electronic consent

I/We consent to receiving information by way of electronic communication, and this is reasonably inferred from My/Our conduct.

## Important information about your Tax File Number (TFN)

Pitcher Partners Sydney Private Wealth Pty Limited ('PPSPW') is authorised under the Privacy Act 1988 and the Taxation Administration Act 1953 to collect, record and provide your TFN to certain third parties.

## Privacy acknowledgement

You authorise PPSPW and its related bodies corporate, and its authorised third parties, under the Privacy Act 1988 and the Taxation Administration Act 1953, to collect, record and provide your personal information.

Some personal information is considered to be 'Sensitive Information'. It may be necessary for PPSPW and its third parties to collect sensitive information about you, for example, your Tax File Number, personal income and assets, professional memberships and health information.

Any personal information that relates to our services is secured and will not be sold or passed on to mass marketing agencies as per our Privacy Policy located at weblink: [www.pitcher.com.au/privacy](http://www.pitcher.com.au/privacy).

You consent for us to maintain a record of your personal information and to provide it to third parties including; the Australian Taxation Office (ATO), superannuation trustees, financial bodies, life insurance companies, accountants or superannuation administrators, government agencies, or Centrelink.

We will not pass on your personal information to any unauthorised third party, if you provide us with instructions not to do so. However, sometimes the law requires or allows us to give out personal information about you including your sensitive information. For example, we may be required to give information to AUSTRAC or to an external product provider for the purposes of anti-money laundering and counter-terrorist financing matters. Another example is giving your investment details to a Court if we are ordered under a subpoena. For further information on our firm wide privacy policy please refer to link: [www.pitcher.com.au/privacy](http://www.pitcher.com.au/privacy).

## Receipt acknowledgement

I confirm that I/we received a Financial Services Guide from the below mentioned Financial Advisor.

**Client name(s):**

**Signature(s):**

**Date:**

**Financial Advisor:**