finance wise

CLIENT SERVICE AGREEMENT

1. Scope of Services

- 1.1 This agreement sets out the terms and conditions of our ongoing professional relationship with our client(s) and on which we will provide our client(s) with financial planning services.
- 12 We will assist our client(s) to develop a strategy to manage our client(s) financial affairs and meet our client(s) financial goals.
- 1.3 We will provide our client(s) with the services set out in Item 3 of Schedule 1. From time to time, we may appoint agents to assist us in providing the services.
- 1.4 Where necessary and if our client(s) accept our recommendations, we will implement the recommendations by assisting with the completion of paperwork, arranging for the investment of funds and the acquisition of the appropriate insurances.
- 1.5 As part of our services, we will not provide our client(s) with administration support (for example, in relation to the management of insurance claims) unless specifically included as part of the services in Item 3 of Schedule 1.
- 1.6 We may provide our client(s) with tax (financial) advice as part of our engagement.
- 1.7 Unless we specify otherwise in Item 3 of Schedule 1, neither our client(s) financial planner nor any of our employees are authorised to provide any legal, or accounting advice or to prepare any legal or accounting documents or to provide tax agent services.
- 1.8 If our client(s) require us to provide other services,

and we agree to provide them, these services will be provided at an additional cost to our client(s). If our client(s) require additional services, we will provide our client(s) with an estimate of costs associated with these services prior to commencing.

1.9 Our client(s) acknowledge that we can only provide our client(s) with the services on the basis of the information our client(s) have provided to us.

2. Fees

- 21 We will charge our client(s) a fee for the services we provide under this agreement as set out in Item 4 of Schedule 1.
- 22 Our client(s) agree that these fees will be calculated in the manner set out in Item 5 of Schedule 1.
- 23 Each of the fees are payable personally by our client(s). However, we may agree with our client(s) for our fees to be paid out of our client(s) investment funds, or as a percentage of our client(s) superannuation account.
- 24 We will not receive any commissions from any product provider or any other party in connection with our services.

3. Prior Agreement

3.1 This agreement replaces any existing agreement which our client(s) may have entered into with us. Any prior agreement is terminated by entering into this agreement.

4. Our Obligations

- 4.1 We represent that we are:
- 4.1.1 members of the Financial Planning Association of Australia;
- 4.12 governed by the Financial Planning Association of Australia's Code of Professional Practice (Code); and
- 4.1.3 a Participating Member of the Financial Planning Association of Australia Professional Ongoing Fees Code (Ongoing Fees Code) Participating Member Registration Agreement.
- 4.2 Because we are subject to the Code and the Ongoing Fees Code we:
- 42.1 will provide our client(s) with the services

- set out in Item 3 of Schedule 1 with the level of due care and skill that is reasonably expected of a financial planner;
- will inform our client(s) in accordance with Clause
 14.1 of any changes to the Code or the Ongoing Fee Code which impacts our fees and charges, or the terms on which we provide our services;
- 423 will provide our client(s) with a copy of our conflicts management policy upon request;
- 42.4 will provide our client(s) with access to our client(s) financial planner to hold discussions with them on a regular basis;
- 425 may provide our client(s) with access to educational tools and quidance

5. Instructions

- 5.1 If we are providing services to our client(s) jointly, we accept instructions both jointly and severally from our client(s).
- 52 Our client(s) agree that any instructions our client(s) provide to us are subject to this agreement and any applicable laws
- 5.3 Our client(s) agree that our client(s) will be bound by any instructions provided by our client(s), or which we reasonably believe to be provided by our client(s).
- 5.4 Our client(s) acknowledge that our client(s) are responsible for any liability arising from our client(s)r instructions.
- 5.5 Our client(s) can direct us to invest, vary, transfer or convert the whole, or any part, of our client(s) investment portfolio. All investment activity is subject to our client(s) approval.
- 5.6 Our client(s) must provide us with all information requested in a clear, accurate and timely manner. Failure to do so, may contribute to delays.
- 5.7 If our client(s) do not provide us with sufficient information, there is a risk that the advice we provide will not be suitable to our client(s) circumstances.
- 5.8 All information supplied by our client(s) 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 our client(s) consent or as permitted by law.

6. Associations and Remuneration

6.1 Any association or limitation which may impact the advice we provide to our client(s) has been disclosed in our Financial Services Guide.

7. Documents we provide to our client(s)

7.1 It is important for our client(s) 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.

8. Review Service

8.1 During the term of this agreement (or any further term of the agreement) our client(s) are entitled to a review annually or on a frequency as agreed by our client(s) and us. The review will evaluate our client(s) current situation against the objectives, strategies and financial planning recommendations we have previously identified with our client(s).

9. Notice

- 9.1 If our client(s) need to contact us, our client(s) may do so by using the contact details contained at Item 1 of Schedule 1.
- 192 If we need to contact our client(s), we will use the contact address our client(s) provide to us, and which is contained at Item 6 of Schedule 1. Any communication that is posted will be deemed received the next Business Day following posting. Any communication sent electronically will be deemed received at the time it is sent.
- 9.3 Our client(s) must inform us if our client(s) change our client(s) contact address. Our client(s) are responsible for ensuring that we have up to date contact details for our client(s).
- 9.4 If our client(s) 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.

10. Liability and indemnities

10.1 Our client(s) 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.
- 10.2 We are not responsible for any loss incurred by our client(s) 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.
- 10.3 To the extent that any loss, liability cost or expense to our client(s) is caused by our negligence, fraud or dishonesty, our liability is limited to the extent permitted by law to the value of the financial product or asset to which the liability arose at the time of the negligence, fraud or dishonesty.
- 10.4 Our client(s) agree to reimburse us for the costs of all actions, proceedings, claims, demands, taxes, and expenses incurred by us as a result of providing services to our client(s) pursuant to this agreement. In this case, "taxes" include all stamp duty, registrations, and other duties, levies, deductions and charges whatsoever.
- 10.5 This clause 10 shall survive termination of this agreement.

11. Warranties

- 11.1 By entering into this agreement, our client(s) warrant that:
- 11.1.1 our client(s) have the power and authority to enter into this agreement;
- 11.12 the information our client(s) have provided to us is true and correct;
- 11.1.3 our client(s) obligations under this agreement arevalid and enforceable against our client(s);
- 11.2 If our client(s) are a body corporate, our client(s) have the authorisations necessary for our client(s) to enter into this agreement and to observe and exercise our client(s) rights and obligations under the agreement.
- 11.3 If our client(s) are a trustee:
- 11.3.1 this agreement will bind our client(s) in both our client(s) personal capacity and

- our client(s) capacity as a trustee;
- 11.32 our client(s) are entitled to be indemnified out of the assets of the trust for liabilities which our client(s) may incur under this agreement;
- 11.3.3 our client(s) have authority to enter into this agreement; and
- 11.3.4 our client(s) instructions are lawful and authorised
- 11.4 This clause 11 shall survive termination of this agreement.

12. Assignment

- 121 Our client(s) agree and warrant that we may assign our interest and responsibilities under this agreement by prior written notice to our client(s).
- 122 Our client(s) may not assign our client(s) interest under this agreement to any other person without our prior written consent.

13. Renewal of Agreement

13.1 This agreement may be renewed by further agreement prior to the expiration of the Renewal Interval set out in at Item 7 of Schedule 1.

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 our client(s) 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 this agreement is renewed, it commences from the date on which our client(s) sign and return this agreement to us and

- expires on the expiry of the term set out in Item 7 of Schedule 1.
- 15.2 This agreement may be terminated by:
- either party, by providing the other party with 30 days' written notice;
- by us if our client(s) 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 our client(s) confirming that the agreement has ceased and informing our client(s) of any outstanding fees.
- by our client(s) failing to renew this agreement. If this occurs, we will write to our client(s) confirming that the agreement has ceased and informing our client(s) of any outstanding fees.
- 15.3 This agreement terminates immediately if we are no longer a Participating Member of the Ongoing Fee Code.
- 15.4 Upon termination of this agreement, our client(s) may be liable to pay us any outstanding fees and charges associated with the services we have provided.

16. Complaints

16.1 By entering into this agreement, our client(s) have access to both our internal and external complaint handling mechanisms, including the Financial Planning Association of Australia's complaints handling system. 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.

ACCEPTANCE OF TERMS

Our client(s) acknowledge that our client(s):

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

Schedule 1

ITEM 1: ADVISER CONTACT DETAILS

James Barger-Bos
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08 8299 9707

ITEM 2: LICENSEE

Finance Wise Global Securities Pty Ltd AFSL no. 397877