

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;
- 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

Integral Private Wealth Group Pty Ltd ABN 24 634 124 520 is a Corporate Authorised Representative (CAR), number 001276629 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, Integral Private Wealth Group Pty Ltd is the providing entity and is referred to as 'we', 'us' and 'our.' Our contact details are:

Integral Private Wealth Group Pty Ltd

Level 10, 83 Clarence Street
Sydney NSW 2000
1300 468 694

info@integralprivatewealth.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 1, 530 Little Collins Street
Melbourne Vic 3000

admin@siragroup.com.au

SIRA Group have authorised the distribution of this FSG by Integral Private Wealth Group Pty Ltd.

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-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.

Financial Services and Products that we offer

Integral Private Wealth Group Pty Ltd 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 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.

Submitting instructions to your financial adviser

When we are acting under a Managed Discretionary Account (MDA) service, which allows us to manage investments on your behalf, we may not provide you with personal advice via a SoA or RoA.

Further advice or verbal advice may be provided to you if you have previously received advice recorded in a SoA and any further personal advice may be provided to you in a RoA.

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

Where your Integral Private Wealth Group Pty Ltd Representative offers MDA Services, 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

Integral Private Wealth Group Pty Ltd is authorised to provide financial services in relation to standard margin lending facilities.

Products

- Margin lending products

The maximum value of the ratio between the maximum potential liability and amount payable to acquire the product is 50%.

Features

- Margin lending allows you to borrow money to invest in assets and funds using existing investments or cash as security.
- Borrowing to invest can multiply your investment returns in a rising market. However, it can also multiply your investment losses if the market declines.
- If you receive a margin call, you may be required to pay additional funds or sell some or all of your investments to reduce the loan balance, at short notice. If the sale of your investments do not clear the margin call, you will be required to access funds from elsewhere.

Benefits

- Increasing the size of your investment portfolio can allow you to accelerate your wealth faster.
- A larger investment amount can allow for greater diversification, helping you to better manage risk as you can spread your money across a wider range of investments.

Risks

- The broker may reduce or remove the leverage applied to some or all of your investments at any time, which may result in a margin call.
- The variable interest rate may increase resulting in higher interest costs, which may exceed the portfolio's return.
- Margin calls may require investments to be sold by you at unfavourable prices and may trigger unwanted capital gains.

MDA Risks

- The financial performance of your portfolio may be influenced by factors that are out of our control. These include but are not limited to: changes in the inflation rate; commodities prices; exchange rates; interest rates; government fiscal, monetary and regulatory policy; natural disasters and acts of terrorism.
- No guarantee can be given in respect to the future performance of the MDA service or the capital appreciation of your investment. You should consider the risks of each underlying investment before deciding to invest in the MDA.
- The MDA may be impacted by industry risk factors outside our control. These factors include but are not limited to: increased compliance costs and variation in legislation and government policies.
- Where we rely on the reliability and accuracy of analytical investment processes, any inaccuracy may affect the performance of the MDA and result in loss.

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

(www.moneySMART.gov.au) has a Managed Investment fee calculator to help you check out the different fee options.

Fees and other costs

Please refer to the Adviser Profile of your Integral Private Wealth Group Pty Ltd Representative for information on the fees and other costs associated with our advice and service.

Additional Explanation of Fees and Costs

Financial Advice Fee:

- This may include fees as:
 - Plan preparation: For the amount of work and effort involved in preparing your financial plan
 - Implementation Fee: For the work and effort involved in implementing the recommendations in your financial plan.
 - Ongoing Advice Service Arrangement: For a review of your overall needs, financial goals and objectives.

You may be charged an upfront financial planning service fee based on either

- A flat fee;
- time spent preparing your SoA (or other advice document); or
- the value of the funds you choose to invest.

If you choose this option, you will be invoiced for the agreed fee when you are provided with your SoA or another advice document.

Implementation Fee:

You may be charged an upfront fee for us to implement the recommended investments or services.

Ongoing Advice Fee:

You may enter into an Ongoing Service Agreement with us. The agreement is an arrangement that may cover items such as a regular review of your financial situation, circumstances and objectives.

This also includes a discussion relating to progressing towards achieving your goals, review of portfolios and recommendations for variance to the agreed strategy.

You and your financial adviser should discuss the services to be included and the fee that you will pay either before, or at the time, you are presented with your SoA.

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.

You may have entered into an arrangement before 1 July 2013, to pay the following fees:

- A contribution (entry) fee deducted by the product provider from your initial investment amount and paid to us as fees when you proceed with a transaction and also when you make any subsequent investments in the product, and/or;
- Management costs deducted by the product provider from your account on an ongoing basis (e.g. monthly, quarterly or annually) and paid to us as fees, and/or;
- Ongoing fees to your financial adviser in relation to your investment in certain products which are not subject to the 'opt in' requirement to provide you with a renewal notice every two years, and/or;
- A fee based on the premium payable for life risk insurance products you are recommended as a member of a superannuation fund or entity, which is deducted by the product provider and paid as a commission to Integral Private Wealth Group Pty Ltd.

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. The contribution (entry) fees and management costs are normally calculated as a percentage of the relevant amount you have invested in the product. All fees are paid directly to SIRA Group and then paid to Integral Private Wealth Group Pty Ltd. SIRA Group and Integral Private Wealth Group Pty Ltd 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.

SIRA Group may also receive payments from investment platform providers for arrangements entered into prior to 1 July 2013. These payments are usually based on the amount invested with the product

provider. If the relevant products are recommended to you, more details about this arrangement will be provided in the SoA.

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 an 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

Your adviser may receive a payment for making a referral to an external specialist such as an Accountant, Mortgage Broker Or Solicitor. Any amount payable will be disclosed in the Advice Document provided to you. This will be paid by the external specialist and will be at no additional cost to you.

In any event where future relationships are developed 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.

Our Privacy Policy is available on request

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 it takes 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:

1. 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 1, 530 Little 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.