



BIRCHCORP PTY LTD

FINANCIAL SERVICES GUIDE & CREDIT GUIDE

Birchcorp Pty Ltd. Authorised Representative No. 339299

20th May, 2021

Authorised Representative No. 346058

This document has been prepared for financial planning and Mortgage Broking clients of Birchcorp. This document explains our philosophy, our method and our fees. Please feel free to contact us if any aspect of this document is unclear.

Your Adviser

Leigh Birch
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Authorised Representative of:

NSW Complete Financial Services Group Pty Ltd

AFSL: 457600
ABN: 791 284 037 98
ACL: 376718

Financial Services Guide (FSG)

ABOUT BIRCHCORP

Your Adviser Leigh Birch (346058), provides financial planning advice to clients and is employed by Birchcorp Pty Ltd. Birchcorp Pty Ltd (339299) is an Authorised Representative of NSW Complete Financial Services Group (referred to as NSWCFSG in this document) Pty Ltd ABN 79 128 403 798, AFSL 457600).

Leigh Birch has over 13 years' experience in the development of well-considered and prudent financial strategies that are designed to maximise his client's financial wellbeing.

Birchcorp Financial Advisers can provide assistance and advice on the following aspects of your financial management:

- Investments (investment strategy in relation to property, shares, cash and managed investments);
- Superannuation (including self-managed superannuation);
- Life and Disability Insurances;
- Debt Management;
- Cash-flow Management;
- Retirement Planning;
- Career Planning.
- Financial Planning
- Estate Planning
- Cash Management Trusts
- Social Security, and
- Wealth Creation

The Corporations Act 2001 defines various financial products and regulates the way in which consumers can be advised about those products. Birchcorp Pty Ltd has a list of approved financial products. This list of approved financial products is one of the longest of any financial planning service in Australia, although limited to those on NSWCFSG's approved product list. Birchcorp is independently owned and is not bound in any way to only use financial products provided by a particular product provider. If you would like to view the approved financial products list, please ask your adviser.

Birchcorp advisers can recommend investments, superannuation, and risk products on our approved product list (APL). The products on this list are analysed, reviewed regularly and must constantly meet NSWCFSG's stringent requirements. Birchcorp also utilises leading research houses to assist with this analysis. If you have an existing superannuation fund that is not on the APL, we can still advise you on your existing fund.

HOW WILL MY ADVISER WORK WITH ME?

To ensure we understand your financial needs and recommend the most appropriate solutions, your Birchcorp adviser will:

1. Provide you with this guide and agree on how we will work with you.

2. Obtain relevant information about your financial needs, objectives, and your current financial affairs.
3. Research the solutions that will best satisfy those needs and objectives.
4. If there is consideration of any existing credit product/strategies, we will provide you with an assessment of whether your existing product or strategy is unsuitable. Considerations would include (amongst other things) your capacity to repay and compatibility with your objectives.
5. All recommended products are approved by NSWCFSG.
6. Provide you with a written Statement of Advice (SoA) which explains these recommendations, the key issues involved and how we are paid for advising you.
7. Discuss the SoA with you and vary the recommendations if necessary.
8. Provide you with a Product Disclosure Statement (PDS) for each product we recommend in the SoA. The PDS contains information about the product.
9. Implement the agreed recommendations.
10. Review your financial situation as agreed.

If you are an existing Birchcorp client, you may have been through this process. If you receive further advice from us, you will receive either a Record of Advice (RoA) or a SoA if the advice is in relation to a different type of financial product or your circumstances have changed.

HOW DO I COMMUNICATE WITH BIRCHCORP PTY LTD?

You can give us instructions or information verbally or in writing. In some cases, we will need your instructions in writing. We will let you know what information we need or what forms we need you to complete and sign.

WHAT DO I NEED TO DO?

To help us to advise you appropriately and to protect you throughout our relationship, please:

- **Provide accurate information about your personal circumstances.**
- **Update us on any changes to this information.**
- **Do not make any payments for investments, contracts, or fees “made payable” to your adviser.**
- **Do not sign blank forms.**

HOW DO I PAY FOR BIRCHCORP’S ADVICE?

The method and the specific amount you will pay for Birchcorp’s advice will be explained in your SoA, the recommended product’s PDS, and your adviser will discuss these with you.

For investment advice, you pay for Birchcorp’s advice in one or a combination of these four ways: upfront, ongoing, adviser service fee, or fee for service.

1. Upfront – Birchcorp adviser's may charge an upfront fee for service for a specified amount agreed upon by the client. This can be taken from the amount you invest or paid directly.

2. Ongoing - Birchcorp adviser's may be paid an ongoing fee for service for an agreed specified amount.

3. Fee for service - You agree upfront with your adviser to pay for the services you receive either on an hourly rate, a set fee per year, a percentage of funds invested, or a combination of these.

For life risk insurance advice, Birchcorp adviser's may be paid in one of these three ways: upfront, hybrid, or level.

1. Upfront - Birchcorp adviser's may be paid a commission of up to 66% of the first year's premium and 22% of ongoing year's premiums. For example, commission on a premium of \$1,000 is up to \$660 upfront and up to \$220 each year thereafter.

2. Hybrid - Birchcorp adviser's may be paid a commission of up to 66% of the first year's premium and 22% of ongoing year's premiums.

3. Level - Birchcorp adviser's may be paid a commission of up to 30% of both the first year's premium and ongoing year's premiums. For example, commission on a premium of \$1,000 is up to \$300 per year from inception.

Details of these payments will be disclosed in the SOA you receive. The basis and amount of all commissions and fees for service will be set out in the SOA and explained by your adviser.

WHAT ARRANGEMENTS DOES BIRCHCORP HAVE WITH PRODUCT PROVIDERS?

- Birchcorp has Introducer arrangements with many Investment, Insurance, Superannuation product providers and Lenders.
- Birchcorp maintains its agreements by not accepting any bonuses or volume-based incentives.
- Product providers may provide free Professional Development Training to Birchcorp advisers.

HOW DOES BIRCHORP DEAL WITH MY PERSONAL INFORMATION?

Birchcorp holds personal information about you. We hold this information in accordance with our obligations under the Privacy Act. The information has been and will continue to be collected by us for the purposes of providing you with the financial services outlined in this guide.

Any personal information you give us will be maintained in a secure personal file. Please ask us if you want a copy of anything in this file, and we'll give it to you free of charge. You may request a copy of any advice records we keep. Any request for a copy of an advice document must be made within 7 years of the advice being provided.

We are required by the Corporations Act and the ASIC, to ask for this information about you for the purpose of providing you with our services.

If you do not provide us with the information requested by us, we may not be able to provide you with the services you require.

We may be required from time to time to disclose information about you to representatives of Birchcorp.

In the event that the adviser proposes to sell their business we may disclose your personal information to potential purchasers for the purpose of their conducting due diligence investigations any such disclosure will be made in confidence and it will be a condition of that disclosure that no personal information will be used or disclosed to them. In the event that a sale of the adviser's business is affected, we may transfer your personal information to the purchaser of the business. You will be advised if a transfer such as this takes place.

WHAT DO I DO IF I HAVE CONCERNS ABOUT BIRCHCORP'S ADVICE'S SERVICES?

You have the right to express your concerns about NSWCFSS's services either verbally or in writing. Birchcorp has established procedures to consider and deal with your concerns.

First, please contact your Birchcorp adviser to discuss your concerns.

If your adviser has not satisfactorily resolved your concerns or if you do not wish to contact your adviser, please contact:

Director NSWCFSSG

1/11 Manning Street
TUNCURRY NSW 2428

Telephone: 1300 700 777

Email: nswcfs@bigpond.com

Website: www.completefinancialservices.com.au

If we have not been able to satisfactorily resolve your concerns, you may lodge a complaint with:

Financial Ombudsman Service Limited

GPO Box 3
Melbourne Vic 3001

Telephone: 1300 780 808

Email: info@fos.org.au

Website: www.fos.org.au

Financial Services Guide in detail;

This FSG explains:

1. who we are;
2. how you can contact us;
3. what documents you will receive from us;
4. the financial services we provide;
5. any potential conflicts of interest;
6. our privacy policy;
7. our internal dispute resolution procedures;
8. our external dispute resolution procedures;
9. our compensation arrangements, i.e. our professional insurance arrangements;
10. warning on the limits of your adviser's authority from NSWCFSG;
11. Your understanding of your SOA;
12. disclosures required by ASIC;
13. our obligations as adviser and client;
14. additional disclosures for risk insurance contract, SMSF and taxation advice;
15. minimum holding period on investments; and
16. ASIC information forming part of our advice to you.

Warning on the limits of Birchcorp's authority from NSWCFSG

This is a clear and prominent warning from NSWCFSG on the limits of Birchcorp's authority.

You should consider these limits before deciding to acquire financial services through Leigh Birch and you should not acquire these services unless you understand and accept these limits. This warning is part of NSWCFSG's commitment to the highest possible compliance standards. These standards include making sure you know the limits of Leigh Birch's authority before you decide to acquire a financial service.

Under the Corporations Act NSWCFSG is not responsible for anything done by Leigh Birch which is not within the authority provided by NSWCFSG in these circumstances.

Leigh Birch is only authorised to provide advice that complies with the Corporations Act and the related regulations and regulatory guidelines. Leigh Birch cannot provide advice or do anything else which breaches a law or an ASIC regulation, is outside of NSWCFSG's AFSL or which is not in your best interests or appropriate to your circumstances.

The limits on Leigh Birch's authority include:

- failing to disclose a commission or other amount payable by any person other than you;
- failing to disclose a conflict of interest;
- theft or any other fraudulent activity;
- churning an insurance policy, i.e. an inappropriate recommendation for a new insurance policy for the purpose of generating a commission or a similar fee;
- failing to adequately research a recommended financial product;
- failing to consider your circumstances when recommending a financial or service;
- failing to provide personal advice in the form required under the Corporations Act;
- transferring money to or from an account without your written consent for that specific transfer;
- acquiring or disposing of a financial product without your specific written consent;
- recommending a financial service that a reasonable financial planner would not recommend;

- failing to advise you of a tax liability, stamp duty or similar cost of a recommended action;
- failing to advise you of a negative consequence of a recommended action; or
- any act that breaches a law of Australia or a state of Australia including the law of negligence, the criminal law and the corporations law or any ASIC regulation or regulatory guideline; or
- advising on “off the plan” or similar property purchases.
- any act that breaches a law of Australia or a state of Australia including the law of negligence, the criminal law and the corporations law or any ASIC regulation or regulatory guideline.

Leigh Birch must observe these limits on his authority as part of the contract with you.

We ask that you read NSWCFSG’s license and understand the limits on Leigh Birch’s authority before you decide to accept our advice.

In the event that we make a recommendation to acquire a particular financial product (other than securities), we must also provide you with a Product Disclosure Statement containing information about the particular product which will enable you to make an informed decision in relation to the acquisition of that product.

Financial services Birchcorp is authorised to provide and the products those services relate:

I am authorised by NSWCFSG Pty Ltd to offer you the following services:

Provide financial product advice and to deal in a financial product by arranging for a financial product to be acquired, varied, or disposed of.

Who do you act for when you provide financial services to me?

I will be acting for you, on behalf of Birchcorp Pty. Ltd. Birchcorp is therefore responsible to you for any financial services your adviser provides.

When you get our advice.

Will you give me advice which is suitable to my needs and financial circumstances?

Yes. But to do so we need to find out your individual investment objectives, financial situation and needs before we recommend any investments to you.

You have the right not to divulge this information to us if you do not wish to do so. In that case we are required to warn you about the possible consequences of us not having full personal information. You should read the warnings carefully.

Our advice will only be as good as the information you provide to us. We are required to warn you if the advice may be based on incomplete or inaccurate information relating to your relevant personal circumstances. Hence, before acting on any advice, you should consider the appropriateness of the advice, having regard to your objectives, financial situation and needs. You should not rely on our advice and you should contact us immediately to provide complete and accurate advice if the information you have provided to us is incomplete or inaccurate. We will then prepare a further statement of advice for you.

Once you have been provided with a SOA further advice may be provided in a form known as a record of advice or “ROA”, provided there has been no change in your personal circumstances or the basis of the advice set out in the SOA.

What should I know about any risks of the financial products or strategies you recommend to me?

We will explain to you any significant risks of financial products and strategies, which we recommend to you. If we do not do so, you should ask us to explain the risks to you.

What information do you maintain in my file and can I examine my file?

We maintain a record of your personal profile, which includes details of your investment objectives, financial situation and needs. We also maintain records of any recommendations made to you.

Birchcorp provides NSWCFSG with copies of statements of advice, fact finders and related documents to allow it to satisfy the requirements of the Corporations Act and ASIC's requirements regarding the retention of financial advice records.

We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is displayed on our website and shown below for your information.

If you wish to examine your file, you should ask us, and we will make arrangements for you to do so.

Can I provide you with instructions and tell you how I wish to instruct you to buy or sell my financial products?

Yes. You may wish to give us instructions by telephone, fax or other means.

This will enable us to prepare the documentation to transact business on your investments; however, your signature will be required on such documentation.

Privacy Policy Statement

Your privacy is important to Birchcorp

Your privacy is important to us. This statement outlines Birchcorp's policy on management and protection of the personal information we hold about our clients.

It is Birchcorp's policy to respect the confidentiality of information and the privacy of individuals. Birchcorp is bound by the Australian Privacy Principles contained in the Commonwealth Privacy Act.

Birchcorp's Privacy Policy Statement will be reviewed from time to time to take account of new laws and technology, changes to our operations and practices and to make sure it remains appropriate to the changing environment.

Any private information we hold will be governed by the most current Birchcorp's Privacy Policy Statement.

Our Privacy Policy is based on openness about how we use, and protect, your information. We are committed to being open about how we use personal information. Where our documents ask for personal information, we will state the purposes for its use and to whom it may be disclosed.

From time to time we will use your email contact details for Birchcorp communication purposes only. You may elect to 'opt out' at any time. We do not trade, sell, or rent client lists or personal information to any third party. We will disclose personal information about you to credit providers and agents where it relates to our credit assistance or where it is required to do so by law.

Please contact our office if you are not happy with the way we handle your privacy. We will deal with this through our internal disputes resolution.

Why does Birchcorp collect personal information?

We collect your personal information to ensure that we can provide you with the products and services that are appropriate to your needs. The process of providing financial advice may seem simple, but it is the result of carefully gathering all the right details to help us assess a client's financial situation and goals. In fact, under the law, we must demonstrate that we know the client and have identified your needs, your objectives and your financial circumstances *before* we may offer you any advice.

We will only collect information that is reasonably necessary for our organisation to function. We will notify you if we intend to collect information and will only collect information with your consent.

The type of information that we collect and hold about you depends on the type of product or service that we provide to you.

We aim to ensure that the personal information that we retain about you is accurate, complete and up to date. If you provide us with incomplete or inaccurate information, we may not be able to provide you with the advice, products or services you are seeking.

What kind of personal information do we ask for?

Because of the nature of the products and services provided, government regulations and taxation laws, we ask for a range of personal information from our customers and

shareholders.

The type of personal information we may collect can include (but is not limited to) name, address, date of birth, contact details, identification documentation, details of dependents and beneficiaries, income, assets and liabilities, account balances, tax and financial statements, tax file number and employment details, health and in some cases insurance claim information and the products and services we provide or have provided to you.

We obtain most of this information directly from our customers through questionnaires or other forms, and from maintaining records or information provided in the course of ongoing financial planning advice or customer service. We may also obtain information from other sources.

Some of our insurance services also require us to collect sensitive information. For more details, see the section below 'Sensitive information is subject to greater restrictions'.

If you choose not to provide the information we need to fulfil your request for a specific product or service, we may not be able to provide you with the requested product or service.

How do we use this information and to whom may we disclose it?

The personal information Birchcorp holds is used for establishing and managing your financial products or services, reviewing your ongoing needs, enhancing customer service and product options and giving you ongoing information or opportunities that we believe may be relevant to your financial needs and other circumstances.

Depending on the product or service concerned and particular restrictions on sensitive information, this means that personal information may be disclosed to:

Birchcorp financial planners, brokers and those who are authorised by Birchcorp to review customers' needs and circumstances from time to time.

Service providers and specialist advisers to Birchcorp who have been contracted to provide Birchcorp with administrative, organisations offering products and services which you wish to invest in or obtain, financial, insurance, research or other services, other insurers, credit providers, courts, tribunals and regulatory authorities as agreed or authorised by law. Anyone authorised by an individual, as specified by that individual or the contract.

Generally, we require that organisations outside Birchcorp who handle or obtain personal information as service providers to Birchcorp acknowledge the confidentiality of this information, undertake to respect any individual's right to privacy and comply with the National Privacy Principles and this policy.

We only use and disclose personal information about you for the purpose for which it was disclosed to us and for related purposes which would reasonably be necessary. For example, we may from time to time use your personal information to inform you of investment opportunities or to provide information about product and services which may be of interest to you. However, we do respect your right to ask us not to do this so please let us know if you do not want us to provide you with this additional information. We do not sell personal information to other organisations to allow them to do this.

We may disclose your personal information to overseas entities if it is reasonably necessary for the provision of financial products and services.

Please note that by law, in some circumstances, we may be required to disclose your personal information to third parties without your authorisation such as to government authorities and law enforcement bodies in Australia and overseas.

Sensitive information is subject to greater restrictions

Some personal information we hold is 'sensitive' in that it may relate to a person's state of health and medical history. We do not generally collect sensitive information about you unless required by applicable law or rules, or you have consented to it. Sensitive information includes information relating to: race, political or religious beliefs, sexual preferences, criminal convictions, membership of professional trade associations or unions and health. The Law also restricts the way we use, store and access tax file numbers.

Sensitive information is usually needed for applications for life, sickness and disability insurance and to manage claims on those products. It may also be relevant to loans, finance and other applications. It is Birchcorp's policy that sensitive information will be used and disclosed only for the purposes for which it was provided, unless the customer specifically agrees otherwise, or the use or disclosure of this information is allowed by law. Documents asking for sensitive information will explain this.

Anonymity and Pseudonymity

Where practical and within the law, you will be given an option to not identify yourself or use a pseudonym.

Management of personal information

Birchcorp trains its employees and financial planners who handle personal information to respect the confidentiality of customer information and the privacy of individuals. Birchcorp regards potential breaches of your privacy very seriously and will impose appropriate penalties, including dismissal.

Where the information we collect is no longer required, we will delete the information or permanently de-identify it.

Birchcorp has appointed a Privacy Officer to ensure that Birchcorp's management of personal information is in accordance with this statement and the Privacy Act.

How do we store personal information?

Safeguarding the privacy of your information is important to us, whether you interact with us personally, by phone, mail, over the internet or other electronic medium. We hold personal information in a combination of secure computer storage facilities and paper-based files and other records and take steps to protect the personal information we hold from misuse, loss, unauthorised access, modification, or disclosure.

We may, as a requirement of law, need to maintain records for a significant period of time. However, when we consider information is no longer needed, we will remove any details that will identify you and/or we will securely destroy the records.

How do we keep personal information accurate and up-to-date?

Birchcorp endeavours to ensure that the personal information it holds is accurate and up-to-date. We realise that this information changes frequently with changes of address and other personal circumstances. To assist us with this, please advise us if you believe that any of the information that we have about you is not accurate, complete, or up-to-date and all reasonable efforts will be made to correct your information. We can generally update your customer information over the telephone or via email.

You have the right to check what personal information about you we hold. Under the Australian Privacy Principles, you have the right to obtain a copy of any personal information that Birchcorp holds about you, and to advise Birchcorp of any perceived inaccuracy.

The Act does set out some exceptions to this. In some circumstances, we may refuse to give you access to your financial information. Those circumstances are set out in the Australian Privacy Principles and include situations where we are required to do so at law or access is likely to prejudice an enforcement body in relation to unlawful activity or seriously improper conduct. If we are entitled, under the Australian Privacy Principles, to refuse to give you access to your personal information, we will tell you and provide reasons for our decision.

How do you make a request?

To make a request, you will need to complete an application form verifying your identity and specifying what information you require.

We will acknowledge your request within 14 days and respond promptly to it. We may charge a fee to cover the cost of verifying the application and locating, retrieving, reviewing and copying any material requested. If the information sought is extensive, we will advise the likely cost in advance and can help to refine your request if required.

What if you have a complaint?

If you consider that any action of Birchcorp breaches this Privacy Policy Statement or the Australian Privacy Principles or otherwise doesn't respect your privacy, you can make a complaint. This will be acted upon promptly.

To make a complaint, please telephone us on 02-8814-6265.

If you are not satisfied with our response to your complaint, you can telephone the Commonwealth Privacy Commissioner's hotline on 1300 363 992.

How to contact us?

If you want to:

- Make a general enquiry about Birchcorp's Privacy Policy.
- Change your personal information.
- Obtain an application form for access to your personal information.

Phone Birchcorp on 02-8814-6265 or contact your financial planner directly.

Alternatively write to us at:
Birchcorp Pty Ltd
440/ 14-16 Lexington Drive
Bella Vista. NSW 2153

Email: admin@birchcorp.com.au

Privacy: Web supplement

This statement outlines some privacy issues specific to the Birchcorp website - www.birchcorp.com.au

Interactive tools.

The Birchcorp website may provide you with interactive tools designed to help you make an informed choice with certain financial and other decisions. Examples of these tools might include budget planners and superannuation calculators.

Birchcorp may collect personal information you enter when using the interactive tools on our website.

What is a Cookie and how does Birchcorp use cookies?

Cookies are small pieces of text stored on your computer to help us determine the type of browser and settings you are using, where you have been on the web site, when you return to the web site, where you came from, and to ensure your information is secure. The purpose of this information is to provide you with a more relevant and effective experience on the Birchcorp web site, including presenting web pages according to your needs or preferences.

Cookies are frequently used on many websites on the internet and you can choose if and how a cookie will be accepted by changing your preferences and options in your browser. You may not be able to access some parts of our website if you choose to disable the cookie acceptance in your browser, particularly the secure parts of the website such as client account queries. We therefore recommend you enable cookie acceptance to benefit from all the services on the website.

Technology improvements.

Birchcorp is constantly striving to improve functionality on our website through technology changes. This may mean a change to the way in which personal information is collected or used. Any technology changes that may affect your privacy will be notified in this Supplement at the time of the change.

Links to third party websites.

The Birchcorp website has links to external third-party websites that may benefit or be of interest to the user, for example various Fund Managers. External websites such as these should contain their own privacy statements and we recommend you review them when using their websites.

Please note, however, that third party websites are not covered by Birchcorp's privacy policy and these sites are not subject to Birchcorp's privacy standards and procedures.

How We Deliver Our Financial Planning Service

Several elements must come together in order for an effective financial plan to be developed and implemented. We have developed a systematic process which enables us to ensure that our advice

is as well-informed and relevant to your situation as it is possible for advice to be. As a client of Birchcorp Financial Advisers, you can expect the following process:

1. Getting to Know You

In order to be able to give you advice that best suits your circumstances, we take the time to gain an understanding of all aspects of your financial profile. We do this by completing, in conjunction with you, the client questionnaire ('fact finder') that is attached to this Financial Services Guide.

Many clients complete the fact finder before their first meeting with their adviser. Other clients prefer to have the adviser complete the fact finder during a meeting. It is really up to you.

When it comes to financial planning; the more information, the better the outcome. So, please take the time to think about each element of the fact finder and help us to ensure that we are as well-informed as possible.

As part of the 'getting to know you' stage of our work, we will meet with you at least once. Meetings can be more frequent if required.

We observe all laws and regulations applying to financial planning and in particular the financial planning process and the preparation of statements of advice and similar documents for clients.

We affirm that we have read and understood the NSWCFSG Compliance Manual and Advisor Handbook and have agreed to observe and be bound by all procedures contained in it. This includes client complaint procedures and breach reporting procedures. We agree that it is a condition of our contract with NSWCFSG to observe all the requirements set out in the NSWCFSG Compliance Manual and Advisor Handbook.

We affirm that we have read and understood all written communications provided to us by NSWCFSG and will comply with NSWCFSG's requirements regarding professional standards and the conduct of our practices.

2. Delivery of Advice

Once we have decided on a plan for you, we will take the time to prepare a 'statement of advice.' Your statement of advice will contain all the information that you need in order to understand the advice that we are providing to you and the basis upon which we think it will meet your needs.

In addition to the statement of advice, we will provide any other documents which you need in order to fully understand what we are proposing for you. These documents may include educational material or the 'product disclosure guide' for any financial products recommended by us.

If for any reason you are not sure what we are recommending, or why, you should not rely on our advice and you should seek clarification and further explanations from us.

We will research any financial products recommended in the SOA and ensure they are appropriate to your personal circumstances and in your best interests under the Corporations Act.

The statement of advice may be delivered in one of three forms: in a face to face meeting, electronically via email or via the post. It is important that you realise that our service does not end with the delivery of advice. In many ways, the delivery of the advice actually represents the beginning of our service to you.

In conjunction with you, we will decide upon an implementation plan to ensure that our advice becomes more than just a good idea.

Once you have been provided with a SOA further advice may be provided in a form known as a record of advice or "ROA", provided there has been no change in your personal circumstances or the basis of the advice set out in the SOA.

3. Implementation of Advice

In order for our advice to be effective, it needs to be properly implemented. Our statement of advice will contain instructions on how the advice should be implemented. In addition to this, we will continue to work with you to ensure that the advice is properly implemented.

4. Time limits and responsibility for implementing our advice

You should not act on any recommendation after thirty days of the date of the statement of advice without our written confirmation that our recommendations are still suited to you.

No responsibility will be taken for any advice acted on after thirty days without our separate written confirmation that the advice is still suited to you.

We will not be responsible for any losses connected to our advice if it is not implemented by us, if you do not engage us as your adviser or if you cease to engage us as your adviser.

Getting Started with Birchcorp Financial Advisers

Getting started with Birchcorp Pty Ltd is easy. Simply contact Birchcorp on (02) 8814 6265 to arrange an appointment.

In order to ensure that this meeting covers all aspects of your financial management, we ask that you complete the 'fact finder' attached to this Financial Services Guide. Ideally, we would like to receive this questionnaire at least a few days before we meet with you. This will give us the opportunity to review your information and prepare ourselves for our initial meeting with you.

The fact finder asks for an extensive amount of information and it may take you some time to gather this information. Please take the time to do this. Our experience is that an hour spent in preparation is always an hour well-spent.

In addition to the information requested in the questionnaire, we would appreciate being provided with the most recently completed copies of the accounts and tax returns for you and any entities which you are using (for example a business or a self-managed superannuation fund).

Please also feel free to provide us with any other information that you feel is relevant to your circumstances. There is no such thing as 'too much information' when it comes to the provision of financial advice.

Anti-money laundering and terrorism legislation

Birchcorp must verify your identity before we provide any financial services.

This will be discussed at our meeting:

Can Birchcorp run an individually managed account?

Birchcorp's authorised representative license does not allow individually managed account or similar facilities.

Birchcorp regards these facilities as excessively risky.

Fees

Birchcorp pays a yearly service fee to NSWCFSG Pty Ltd (AFSL: 307248). In return for this service fee, Birchcorp retains 100% of fees generated from the service that we provide to you.

Birchcorp Pty Ltd may receive income in one of the following ways:

1. Fees paid directly by you- These fees will be agreed with you before Birchcorp commences any work for which you will be charged.

2. Fees paid by a third party- such as an insurance company ('commissions'). These fees will vary according to your circumstances, but will be an amount equal to or less than:

Birchcorp does not receive 'soft dollar' (i.e. non-cash) from any third party.

Birchcorp will agree upon a fee basis before providing any chargeable services to you.

If you agree to pay Birchcorp a fee directly, we will give you a firm estimate of the time involved and therefore the total fee to be paid by you. You will not be charged in excess of this fee. This fee will be communicated to you in writing.

If you prefer for Birchcorp to be paid by a third party, the specific amount payable in the initial and subsequent years will be shown in your statement of advice. If the specific amount cannot be known (for example, a fee calculated on the future balance of an investment), then a worked example will be made available.

It is very important to Birchcorp Pty Ltd that our clients are aware of all the fees that we are collecting for the work done on your behalf. This is the simplest and best way to ensure that your interests are being maintained at all times. Please feel free to discuss any aspects of our fees at any stage of our association with you.

“End of Financial Services guide”.

Acknowledgment of Receipt

Please email me at admin@birchcorp.com.au or sign below to acknowledge receipt of this **Financial Services Guide**.

Client signature 1:

Client name: _____

Date: ____/____/____

Client signature 1:

Client name: _____

Date: ____/____/____

CREDIT GUIDE

About Us

Business Name	Leigh Birch Birchcorp Pty Ltd
Address	440/14 Lexington Drive BELLA VISTA NSW 2153
Phone	(02)8814 6265
Email	leighbirch@birchcorp.com.au
Australian Credit Licence Number	376718
EDR Scheme Name	Australian Financial Complaints Authority Limited
EDR Membership No	42941
EDR Contact Details	1800 931 678 or info@afca.org.au
Complaints Officer	Email: leighbirch@birchcorp.com.au

Your Best Interests

Our priority is to you, our customer. We are required to place your finance needs above those of anyone else.

We are required to be transparent about products, your options, applicable fees, and charges as well any conflicts of interest. We will communicate in simple to understand language and act with the highest standards of integrity. We are committed to ensuring the product selected will meet your needs, requirements and be in your best interests at the time of assisting you obtaining finance.

Credit Guide

This Credit Guide contains important information about us, the services we provide and the activities of the credit representative operating under our credit licence. It also contains:

- information about fees and charges that may be payable by you to us;
- commissions that we may receive when we are acting as a credit representative;
- commissions that we may pay to third parties for introduction of business, and information about what you should do if you have a complaint or dispute regarding our services and activities.

We are required to provide this document to you as soon as practicable after it becomes apparent that we are likely to provide credit assistance to you. We provide “credit assistance” when we:

1. Suggest or assist you in applying for:
 - a. a particular loan with a particular lender;
 - b. an increase to an existing loan with a particular lender; or
2. Recommend that you remain in an existing loan contract.

Preliminary Assessment

Prior to providing credit assistance to you, we must assess whether the particular loan is “unsuitable”. A loan will be “unsuitable” based on the information you provide to us if:

1. You will be unable to repay the proposed loan or will only be able to repay the proposed loan with substantial hardship, or
2. The proposed loan does not meet your requirements and objectives.

We are required to document our findings that the proposed loan is not unsuitable by way of completing a Preliminary Assessment. The Preliminary Assessment will set out your:

- requirements and objectives;
- financial and relevant personal situation; and
- ability to repay the proposed loan repayments.

We are also required to take reasonable steps to verify information provided by you to us. This verification may include:

- requesting you for copies of documents that demonstrate your financial situation - in some cases we may also need to sight original documents; and
- contacting third parties to assist in verifying the information that you provide.

Obtaining a copy of the Preliminary Assessment

If we provide you with credit assistance, you may request a copy of our Preliminary Assessment anytime for up to 7 years and we must provide you with a copy of the assessment within the following timeframes:

Your request is made:	We will give you your assessment:
Before the Credit Day*	As soon as possible after we receive your request
Up to 2 years after the Credit Day	Within 7 business days after we receive your request
Between 2 to 7 years after the Credit Day	Within 21 business days after we receive your request

*The Credit Day is the date the credit contract (i.e. the loan) is settled or the loan amount is increased.

There is no charge for requesting or receiving a copy of the Preliminary Assessment.

Fees and charges that are payable by you in relation to our credit assistance

We may charge a fee for providing credit assistance to you. If applicable, details about those fees payable by you will be set out in a Credit Quote which we will give you prior to submitting your loan application.

Other fees and charges

You may have to pay other fees and charges (such as application fees, valuation costs and other applicable fees) to the lender or other parties. You should review the particular loan contract documentation for further details of any such fees and charges.

How I get paid

Our aggregator receives commission from the lenders and then pays us commission in relation to loan contracts (such as home and investment property loans) for providing credit assistance.

An upfront commission is payable by lenders in relation to settled (drawn-down) loans and is calculated as a percentage of the loan amount. It is usually paid after settlement of the loan.

Trail commission is payable by lenders in relation to settled (drawn-down) loans. It is calculated monthly on the outstanding loan balance and is paid in arrears.

The upfront and trail commissions that we are paid by lenders are not payable by you. Details of commission to be received will be included in the Summary of Requirements and Credit Proposal document that we will provide you with when credit assistance is provided.

Other people we deal with

Our aggregator

We have approval to utilise credit providers and their lending products through the services of our aggregator 'Connective Broker Services Pty Ltd ABN 77 161 731 111, Credit Representative 437202 authorised under Australian Credit Licence 389328'. The aggregator charges us a fee depending on our contract arrangements, consisting of:

- a share of commission that is paid by the particular credit provider;
- a membership fee for our business;
- a monthly fee for each of our accredited loan writers.

We have access to a panel of lenders through Connective. Macquarie Bank Limited is a 25% shareholder of Connective. We have access to products including those from Macquarie Bank Limited.

Commissions paid by Connective's lender panel are transparent and do not influence the broker or consumer choice. Connective is committed to quality consumer outcomes in all circumstances.

Dispute resolution and complaints

We are committed to providing you with the best possible service, however we understand there may be times where you are not satisfied. If this occurs please inform us verbally or in writing with the exact details of your complaint, so we can work towards a prompt and fair resolution.

We are mindful of the need to ensure that consumers are treated fairly and with respect during the complaints handling process. Any dissatisfaction will be handled in an efficient, timely and effective manner in accordance with ASIC regulations of Internal Dispute Resolution (IDR).

We hope that you will be satisfied with how we deal with your complaint. However, if your concerns remain unresolved, or you have not heard from us within 45 days, then you can have your complaint heard by an independent party. The complaint can be lodged with the Australian Financial Complaints Authority (AFCA):

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

Things you should know

We don't provide legal or financial planning advice. It is important you understand your legal obligations under the loan, and the financial consequences. If you have any doubts, you should obtain independent legal and financial planning advice before you enter any loan contract.

Our lender panel

We are authorised to engage in credit activities and therefore provide assistance to obtain loans for you from a panel of lenders. We will provide these on the next stage of this process, as it is updated in on a 'real time basis'.

Lender data

This section provides information about the lenders I am accredited with and loans settled with these lenders in the last financial year.

The top six lenders and their respective share of loans settled in the last financial year: This information will be disclosed when you go to the next stage of this process, as we will provide an updated financial institution list.

Entertainment and hospitality register

We hold and maintain an entertainment and hospitality register. A copy can be provided on request.

Further Information

For more information regarding this Credit Guide or anything else about our services, just contact us at any time. We're here to assist you.

Privacy Disclosure Statement

Overview

In handling your personal information, Birchcorp Pty Ltd ABN 561 327 756 54 and its individual representatives ("the Broker") are committed to complying with the Privacy Act 1988 and the Australian Privacy Principles.

The Brokers are authorised credit representatives of Australian Credit Licence 376718, ("we, us, our"). Any reference to "we, us, our" are to the Broker and will include reference to our aggregator, Connective Broker Services Pty Ltd and any of its related companies ("Connective").

We collect information about you for the purposes you agree to in this Privacy Disclosure Statement and Consent ("Consent"). When you ask us to assist, you agree we can, consistent with Australia's privacy and credit reporting laws, collect, use and exchange consumer and/or commercial credit and personal information ("information") about you for those purposes.

We are collecting information about you, as applicable:

- To source for you, or a company of which you are a director:
 - Consumer credit for personal, household, domestic or residential investment purposes; or
 - Commercial credit for business purposes; or
 - Other services stated in this Consent; or
- To support a guarantor application, you will provide.

As your broker, we require the information we collect from you to assess your credit or guarantor application or the credit application of a company of which you are a director, to source a suitable credit provider and any required insurances and to manage the application process, where required. If you do not provide the information sought, we may be unable to process your application, or the company's application, or we may be limited in the other services we can offer you or the company.

Your information - Collection and Disclosure

The personal information we collect may include a broad range of information from your name, address, and contact details to other information about your qualifications, employment history and financial information.

"Personal information" may include any sensitive information (including health information) and may include any information you tell us about any vulnerability you may have. We may use that information to assess your application and, where appropriate, to source a suitable credit provider or lessor and / or insurance provider. We may, as appropriate:

- Disclose your identification information to a consumer credit reporting service (“Consumer CRS”) and/or a commercial credit reporting service (“Commercial CRS”), where we hold your consent (refer Schedule 1).
- Use any information a CRS provides in its report to assist us to preliminarily assess your credit or guarantor application (references to a “CRS” could be to either a Consumer CRS or a Commercial CRS).
- Disclose your information to an insurer or insurers to source any insurances you wish to obtain; and
- Disclose your information to our advisers, aggregators, licensees and other financial intermediaries, a credit provider or credit providers to apply for finance on your behalf.

Some of the recipients to whom we disclose your personal information may be based overseas. It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the Philippines, India and Nepal.

How we protect your information

We take all reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification, or exposure. All Connective staff are required by the terms of their employment to maintain the confidentiality of customer information. Access to your information is restricted to those employees whose job requires that information. Access to our premises and computer systems is restricted through locks, password protection, internet firewalls and routers.

We will take reasonable steps to destroy or de-identify your personal information when your personal information is no longer required for our business functions.

Credit Providers

As part of providing our services to you, we may undertake tasks for a credit provider which are reasonably necessary to manage the application process. When doing so, we are acting as agent for the credit provider, with the same privacy law requirements applying to both of us.

We may submit your application to one or more credit providers. A full list of the lenders (credit providers) we have access to can be provided to you upon request.

A credit provider, to whom we submit an application, may disclose information about you to, and collect information about you from, one or more CRS.

The website of each credit provider contains details of each CRS with which it deals and other details about information held about you, including whether that information may be held or disclosed overseas and, if so, in which countries. The websites also describe your key rights. These details may be described on the credit providers’ websites as ‘notifiable matters’, ‘privacy policy’, ‘credit reporting policy’ or ‘privacy disclosure statement and consent’, or similar.

For each Consumer CRS a credit provider uses, the website details will include the following specific information:

- That the CRS may include information the credit provider discloses about you to other credit providers to assess your credit worthiness.
- That, if you become overdue in making consumer credit payments or commit a serious credit infringement, the credit provider may disclose that information to the CRS.
- How you can obtain the credit provider’s and/or the CRS’s policies about managing your information.
- Your right to access and/or correct information held about you and to complain about conduct that may breach the privacy and credit reporting laws.
- Your right to request a CRS not to undertake pre-screening for purposes of direct marketing by a credit provider.
- Your right to request a CRS not to release information about you if you believe you are a victim of fraud.

This detail will also be included by the credit provider who approves your application in the privacy disclosure statement and consent document it will provide to you.

Each credit provider website includes information on how to contact it and how to obtain a copy of its privacy documents in a form that suits you (e.g., hardcopy or email).

You agree we may:

- Use your information:
 - To assess your consumer or commercial credit and/or guarantee application and/or to assess a credit application by a company of which you are a director.
 - To source any finances, you require.
 - To source any insurances, you require.
 - As the law authorises or requires.
- Disclose to, and obtain from, any prospective credit provider or insurer, information about you that is reasonably necessary to obtain the finance and insurances you require.
- Obtain from, and disclose to, any third party, information about you, the applicant(s) or guarantor(s) that is reasonably necessary to assist you obtain the finance and insurances required.
- Provide your information, including your credit report(s), to one or more of the credit providers so they can assess your application, or the application of a company of which you are a director, or your suitability as a guarantor.
- Provide information about you to a guarantor, or prospective guarantor.
- Disclose your information to the extent permitted by law to other organisations that provide us with services, such as contractors, agents, printers, mail houses, lawyers, document custodians, securitisers and computer systems consultants or providers, so they can perform those services for us. Some of which may be located overseas.
- Disclose your information to any other organisation that may wish to acquire, or has acquired, an interest in our business or any rights under your contract with us, or the contract with us of a company of which you are a director.

Your rights

You have the right to ask:

- Us to provide you with all the information we hold about you.
- Us to correct the information we hold if it is incorrect.
- Us for copies of our privacy policy and this document, in a form that suits you (e.g. hardcopy or email).
- A Consumer CRS not to use your information for direct marketing assessment purposes, including pre-screening.
- A CRS to provide you with a copy of any information it holds about you.

You can gain access to the information we hold about you by contacting our Privacy Officer at the following address:

admin@birchcorp.com.au

In some cases, an administration fee may be charged to cover the cost of providing the information. Our Privacy Policy also deals with our complaints process and is available on our website or we will provide you with a copy if you ask us.

Schedule 1 at the end of this document sets out the contact details for each CRS.

Extended Effectiveness for Commercial Credit

Your agreement and consent to the disclosures and consents in this document will be effective for a period of 12 months, but only in relation to commercial credit. Your agreement to this cease when you either withdraw it by contacting us using our details above or 12 months after you sign below, whichever first occurs. This will allow us to continue to provide our services to you without the need to ask you to sign a new privacy statement and consent each time you require commercial credit within a 12-month period. The extended effectiveness does not apply in relation to consumer credit.

Where the applicant, or guarantor, is a company of which you are a director, you consent to the disclosure and use of your information, in addition to the company's information, in each of the ways specified in this document.

Your consent to collect and disclose

By asking us to assist, you consent to the collection and use of the information you have provided to us for the purposes described above.

For more information on your privacy rights please visit www.privacy.gov.au

Schedule 1 - CREDIT REPORTING SERVICES

CONSUMER/COMMERCIAL CREDIT REPORTING SERVICES		
Name	Website	Telephone
Equifax	www.equifax.com.au	13 83 32
Experian	www.experian.com.au	1300 783 684
Illion	www.illion.com.au	13 23 33

Privacy Statement

Please Review our Financial services Guide attached to this file to review our privacy policy.

End of “Credit Guide

For the purposes of clarity this document has attached two of Birchcorp’s regulatory guides for ease of reading. In the first instance it is difficult to ascertain how a client presents to our firm and the services required. The Financial Planning client requires a “Financial Services Guide” and a Mortgage Broking client requires the “Credit Guide”. In most cases, our clients should read both documents.

Our “Financial Services Guide” and the “Credit Guide” are in two clear sections that have been titled and complete with a comment “End of Financial Services Guide” and “End of Credit Guide” respectively