



TERMS OF BUSINESS AGREEMENT

These are the terms and conditions on which Total Wealth Advisory ABN 58 968 335 176 of PO box 2183 Claremont North WA 6010, provide financial planning services to you.

HOW WE SERVICE YOUR NEEDS

We will collect information from you about your objectives, financial situation and needs that is relevant to the issue/s you have asked us to advise on. We may need to meet with you and contact you by phone or email. We may need your authority to verify your financial information with your banks etc. We will ask you to update this information from time to time. All our recommendations will be based on the information you provide to us.

We will analyse the information you have provided and we will investigate financial strategies and products that are appropriate to achieve your objectives. If we believe that your objectives will be better achieved or your needs better met if we provide advice on a different or additional topic than you have requested, we will tell you so. We may call you during this phase to discuss your preferences, clarify your objectives, confirm the scope of our advice and/or obtain further information.

If we recommend you acquire any financial products, we will research and recommend appropriate products for you. We maintain an approved product list and will only recommend products that are on that list. If none of the products on our approved list are suitable for you, then we may not be able to recommend a financial product for you. We will tell you in writing if this happens.

We will give priority to your best interests when advising you. We will provide our advice in writing. We call this a Statement of Advice.

If it is reasonably apparent that the information you provide to us is incomplete or inaccurate, we will make reasonable inquiries to obtain complete and accurate information. If you do not provide us with complete or accurate information, you should consider the appropriateness of our advice for you before you act on it.

We will only recommend that you replace a financial product that you currently hold if the replacement would better achieve your objectives and meet your needs. We will advise you in writing about the costs, advantages and disadvantages of replacing the product.

YOUR OBLIGATIONS

You must provide us with accurate and complete information and tell us about all significant changes in your personal and financial circumstances. Personal issues might include your marital status, dependants, health or occupation. Financial issues might include a change in your income, assets, debts or expenses. If you do not do this, our advice might not be appropriate for you.

PAYMENT TERMS

We will send you tax invoices containing details of our fees and expenses including GST. Our tax invoices are payable within 14 days after they are given to you. Alternatively you may be eligible to have the fees debited from your Australian Superannuation account. We will discuss these options with you at the time of engagement.



ENGAGEMENT OF OTHER ADVISERS

If we need to use the services of other advisers, e.g. accountants or solicitors, we will consult you before we appoint them. We may ask you to enter into a costs agreement directly with them.

YOUR DOCUMENTS

We will retain records of our advice and any papers to which you are entitled for 7 years after we last provide services to you. You authorise us to destroy your papers and our file after that time.

CONFIDENTIAL AND PERSONAL INFORMATION

We acknowledge that you will provide us with confidential information in relation to your affairs which is not in the public domain. You authorise us to disclose your information to others where necessary to advise on and manage your financial needs and to arrange the financial products you require. These may include administration service platforms, funds managers, stockbrokers, insurers, banks and accountants. We agree that we will not provide the information to any other person or company unless you authorise us to do so or the disclosure is required by law. We will not use your confidential information for our own benefit or to your disadvantage.

SPAM

From time to time, we may email you information about our financial matters, our services and the services of associated businesses which we believe will be of interest to you. If you do not wish to receive these emails, you may tell us at any time by sending an email to simonb@twadvisory.com.au.

TERMINATION OF THIS AGREEMENT

You may terminate this agreement at any time by notifying us in writing.

We may terminate the agreement on 14 days notice:

- If you fail to pay our tax invoices or provide fees in advance upon request;
- If you fail to provide us with adequate instructions within a reasonable time;
- If you have given instructions which are deliberately false or intentionally misleading;
- If we have a conflict of interest; and/or
- If you indicate that we have lost your confidence or for other just cause.

If we provide Ongoing Review Services to you, every 12 months (or sooner) we will give you a Fee Disclosure Statement that will describe the services we have provided and our fees for the past year and next year. Every second year, we will ask you to confirm that you wish to continue to receive our services. If we don't do this or you don't give us your confirmation within 30 days, our ongoing arrangement with you will automatically terminate.

If the agreement is terminated, you must pay all fees and expenses incurred or accrued up to the date of and as a result of termination.

We will retain your documents while money is owing to us for our fees and expenses, unless security is provided.