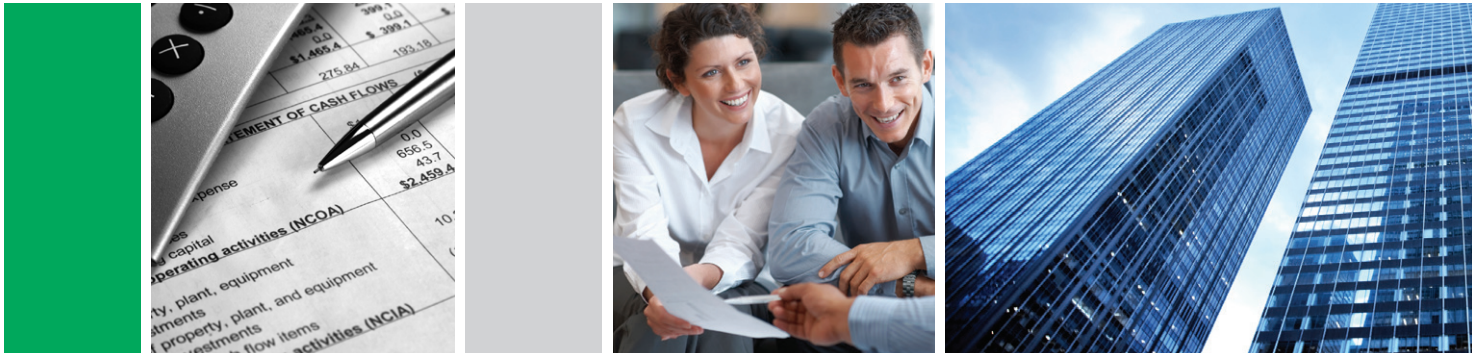


## Client Information Pack



**Postal**

GPO Box 2507  
Adelaide SA 5001

**Telephone**

1300 722 942 (National)  
08 8221 7878 (Adelaide)

**Facsimile**

08 8221 6552 (Adelaide)

**Email**

[info@portfolioguardian.com.au](mailto:info@portfolioguardian.com.au)

[www.portfolioguardian.com.au](http://www.portfolioguardian.com.au)

**Adelaide**

65 Gilbert Street  
Adelaide SA 5000

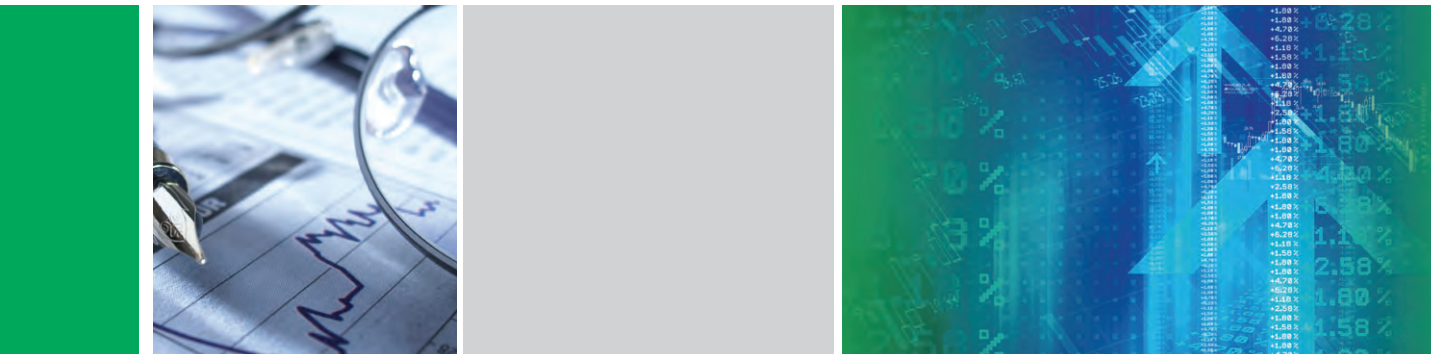
**Melbourne**

Level 4  
152 Elizabeth Street  
Melbourne VIC 3000

**Sydney**

Level 13  
333 George Street  
Sydney NSW 2000

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## Welcome to PortfolioGuardian



**A portfolio administration and reporting service that allows you to enjoy all the benefits of financial investing, without any of the administrative burden.**

PortfolioGuardian is a privately owned chartered accounting firm.

We are a team of accounting specialists dedicated to providing a premium administration and reporting service without the premium price tag.

We operate Australia wide and have an exemplary reputation for providing outstanding service and value for money.

### **Features of the service include:**

- Online access to a range of portfolio reports updated daily
- A full mailbox service with all investment administration
- Year end taxation reports – with annual tax reporting produced promptly at year end
- Flexibility to utilise any bank account
- A fixed fee for service calculated each financial year in advance
- No restriction on the assets we can report on

PortfolioGuardian offers a complete service and reports on all types of investments within one consolidated report.

We are totally independent of any Banks, Financial Planners and Investment Advisers and can therefore work on an impartial basis with your existing Adviser.

**We handle all the paperwork so you can focus on wealth creation.**

## Why PortfolioGuardian?



**The PortfolioGuardian team are accounting professionals. Our company goal is to provide service excellence, accuracy and value for money to our clients.**

### LESS PAPERWORK

- We handle the administration burden, ensuring the accuracy in your portfolio reporting – freeing you up to focus on your investments.

### DAILY ONLINE REPORTING

- We offer online access to your investments and transaction statements. Rather than rifle through mountains of paperwork, you can access detailed investment reports at any time day or night.

### CHEAPER ACCOUNTING FEES

- Our end of year tax summary statements save your accounts hours in calculating capital gains and losses.

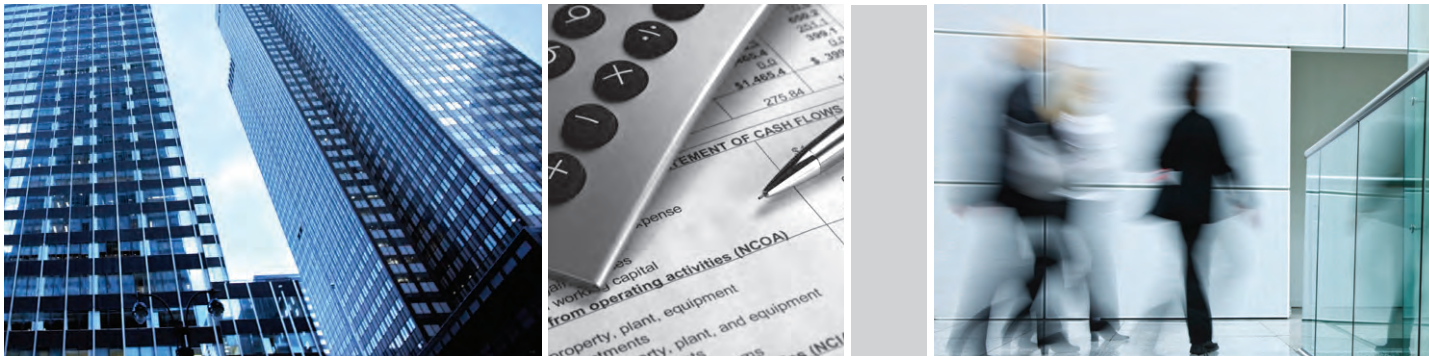
### STRATEGIC PLANNING

- You can be more proactive when managing your investments as your investment portfolio and capital gains/losses are updated daily. This is extremely useful for tax planning, especially towards the end of the financial year.

PortfolioGuardian makes investing easy. Even better – our fees are generally tax deductible\*.

*\*Specific to your circumstances, so please seek advice from your personal Accountant.*

## What do we do?



If you want to enjoy the benefits of investing,  
without worrying about the day to day  
administration – then the PortfolioGuardian  
service is ideal.

### DAILY ADMINISTRATION

PortfolioGuardian acts as the registered address for your portfolio account and we handle all of the administration on your behalf.

We simply set up the registered address for your portfolio as follows:

The Smith Family Trust Account  
C/- PortfolioGuardian  
GPO Box 2507  
Adelaide SA 5001

When you open your account with us we will allocate you a Client Manager who you can discuss any day to day queries with directly.

We process your paperwork daily and will forward on any documentation requiring your action.

We forward correspondence relating to corporate actions, mergers/takeovers, share purchase plans and entitlement offers to either you or your Adviser. You, as the decision makers will then action any response or instruct us to take the action by direct debiting your nominated account with us and we prepare the remittance for it.



### DAILY ONLINE REPORTING

Our online reports enable you to track and monitor the progress of your investments on a daily basis.

Your secure online login will give you access to:

- Portfolio Valuation – by Security
- Portfolio Asset Class Summary
- Portfolio Performance
- Trading Summary
- Realised and Unrealised Gains Report
- Detailed Transaction Summary

To view sample reports online, go to

**[www.portfolioguardian.com.au](http://www.portfolioguardian.com.au)**

and select **Client Login**.

Our regular reporting enables you to keep up to date and monitor the progress of your investments, without the burden of maintaining the bookkeeping yourself. With up to date information, you will be in a better position to make important decisions relating to your portfolio.

### ANNUAL TAX REPORTING

At the end of each financial year we will provide you with a tax summary statement which details the overall position of your investment account.

Our annual tax pack includes:

- Portfolio Valuation
- Realised Gains Report
- Trading Transactions
- Cash Book
- Taxable Income Transactions
- Expense Summary
- Tax Summary

Our Tax Pack saves your Accountants hours when preparing your taxation returns, which therefore saves you money!

## PortfolioGuardian Fees



### ESTABLISHMENT FEE

Establishment is free for new accounts that sign for a minimum 2 year period.

Fees are negotiable at the time of establishment for accounts who do not wish to contract for our minimum term.

### ONGOING FEES

Our annual fee is debited to your nominated bank account in monthly instalments.

Number of Assets	Annual Fee (inc GST)
0 – 10	\$1,560
11 – 20	\$2,220
21 – 30	\$2,760
31 – 40	\$3,312
41+	By Quote

The above quoted fee categories may vary from time to time where extraordinary circumstances exist. We reserve the right to charge a fee for service outside of the above mentioned fee categories if deemed appropriate.

### CALCULATING YOUR ASSETS

For the purpose of calculating your assets for the ongoing fee, we classify assets on the following basis:

Assets	
Bank Account	1 asset
Listed Security (Shares)	1 asset
Listed Trusts/Managed Funds	1 asset
Term Deposit	1 asset
Units in unlisted Trusts/Managed Funds	2 assets
Shares in Private Companies	Subject to negotiation
Property	Subject to negotiation
Derivatives/Options	Subject to negotiation
Instalment Warrant Arrangement	Subject to negotiation
Artwork and Other Assets	Subject to negotiation

## Frequently Asked Questions



### **Q How long will it take to set up a portfolio?**

**A** Once we receive a signed application form and your investment information, we aim to have your portfolio established online within 2 weeks, but it can be quicker in special circumstances.

### **Q How long before I can start trading?**

**A** As we are handling the administration and reporting for the account, you are able to start trading or investing at any time. We will then receive copies of the investment documentation and process accordingly.

### **Q Once my portfolio is set up with PortfolioGuardian, what happens when I want to place an investment either directly myself or through my Adviser.**

**A** You conduct your investment as usual, ensuring you pay for your investments from your nominated bank account. All the paper work is automatically directed through the PortfolioGuardian office, we record the investment details then file the paperwork.

### **Q Who do I speak to if I have a question about my fund?**

**A** You will be allocated a Client Manager at the time you establish your account with PortfolioGuardian, and they will be happy to assist you with any queries, at any time.

### **Q I want my portfolio account to buy shares in an initial public offering or float. What do I do?**

**A** You can fill out and send the application form and cheque directly to the company, simply notifying

PortfolioGuardian of your actions. Alternatively your Adviser can forward this information to us. This ensures that your accounts are accurately reported at all times

### **Q How do we receive dividends?**

**A** PortfolioGuardian receives dividend distribution statements on your behalf. Generally all dividends are directly credited to the nominated bank account, however any dividends received by cheque will be deposited into your nominated bank account.

### **Q Can you arrange to pay for my trades and expenses on my behalf?**

**A** No. We do not handle settlements, nor do we transact on any of our client accounts – however most trading accounts can be established with a direct debit/credit facility.

### **Q What happens if I want to receive a copy of all documentation?**

**A** We receive all documentation electronically. We are happy to forward this information to you via email at no additional cost.

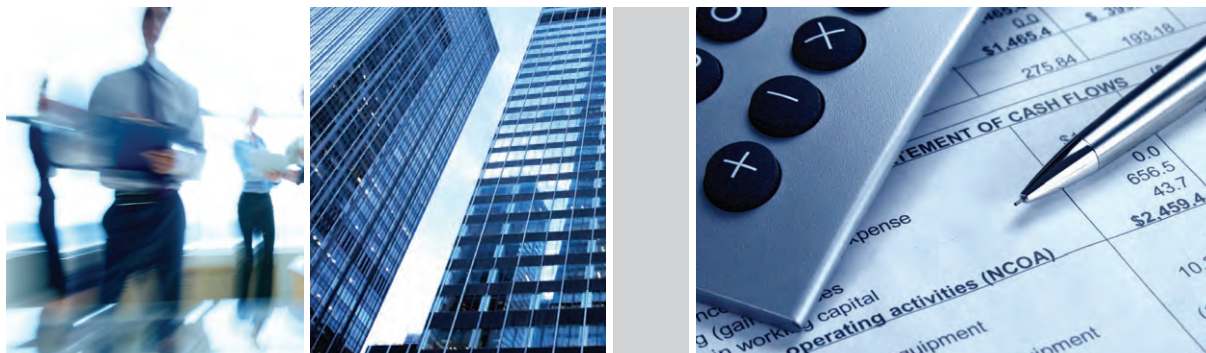
### **Q Are there any exit fees if I leave PortfolioGuardian?**

**A** We do not charge exit fees and our service can be cancelled with one month's notice. Funds contracting to a minimum 2 year term are obliged to pay the remainder of fees owing for minimum term.

### **Q Does PortfolioGuardian provide financial advice?**

**A** No, we are not licensed to provide financial advice.

## Where to from here?



Once you have made the decision to establish an account with PortfolioGuardian, simply follow these simple steps:

### STEP 1: APPLICATION FORM

- Complete the enclosed application form
- If you need any assistance with any aspect of the application form, simply call our Client Service Team on **1300 722 942**.

### STEP 2: SEND IT TO US

Fax the application form to us on **08 8221 6552** or post the application form to:

PortfolioGuardian  
Reply Paid 2507  
ADELAIDE SA 5001

Once the application form is received, we will initiate action.

### STEP 3: PORTFOLIOGUARDIAN WELCOMES YOU

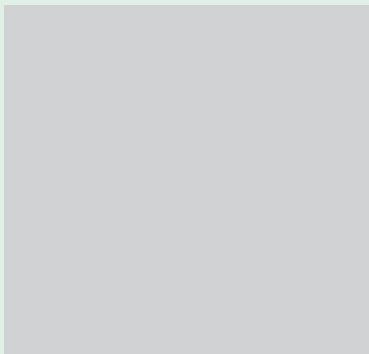
You will be contacted to formalise the agreement, receiving a **Welcome Pack** from PortfolioGuardian and notified once all procedures are completed.

You will then be issued with your secure Username and Password to access your reports via our website.

**Investment administration and reporting made easy!**

DEALER/ADVISER STAMP

## Client Application Form



Tax Type of Portfolio:

- ☐ Individual
 ☐ SMSF  
☐ Joint
 ☐ Trust  
☐ Company
 ☐ Foundation

### Contact Details

Portfolio Name \_\_\_\_\_ <A/C>

Account Holder/s \_\_\_\_\_

Portfolio HIN \_\_\_\_\_

Australian Business Number (ABN) \_\_\_\_\_  
(if applicable)

Tax File Number (TFN) \_\_\_\_\_

Registered for GST? ☐ Yes ☐ No

### Banking Details

Primary Bank Account \_\_\_\_\_

Address \_\_\_\_\_

Account Name \_\_\_\_\_

BSB \_\_\_\_\_ A/C \_\_\_\_\_

## Individual Details

### Individual 1

Relationship to Account: ☐ Individual ☐ Trustee ☐ Director ☐ Company Secretary ☐ Primary Contact

Title \_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_. Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Email \_\_\_\_\_

### Individual 2

Relationship to Account: ☐ Individual ☐ Trustee ☐ Director ☐ Company Secretary

Title \_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_. Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Email \_\_\_\_\_

### Individual 3

Relationship to Account: ☐ Individual ☐ Trustee ☐ Director ☐ Company Secretary

Title \_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_. Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Email \_\_\_\_\_

### Individual 4

Relationship to Account: ☐ Individual ☐ Trustee ☐ Director ☐ Company Secretary

Title \_\_\_\_ Given Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Surname \_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_. Tax File Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Country of Birth \_\_\_\_\_ City \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Email \_\_\_\_\_

## Investment Adviser Details

Name \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Do you nominate your Investment Adviser as the primary contact for your portfolio? ☐ Yes ☐ No

Do you authorise your Investment Adviser to access your financial statements online? ☐ Yes ☐ No

Do you authorise us to deal with your Investment Adviser direct? ☐ Yes ☐ No

## Investment Administration Details

Please advise where you would like us to send the following investment documents:

Annual Report ☐ Trustee ☐ Adviser ☐ Not Required

Meeting Proxy ☐ Trustee ☐ Adviser ☐ Not Required

Investment Offers ☐ Trustee ☐ Adviser ☐ Not Required

## Dividend Reinvestment Plan

If you invest in listed securities or unit trusts they may offer you the option to have the dividends/distributions paid in cash, or reinvested. Please advise us of your preference:

☐ Receive in cash

☐ Re-invest

## Declarations and Consent

I/we hereby declare that all of the above information is true and correct.

I/we agree to provide all information provided by PortfolioGuardian to ensure the efficiency of ongoing reporting.

I/we acknowledge we have read and will abide by the terms and conditions as set out in this client information pack.

Signed Individual 1 \_\_\_\_\_ Date \_\_\_\_\_

Signed Individual 2 \_\_\_\_\_ Date \_\_\_\_\_

Signed Individual 3 \_\_\_\_\_ Date \_\_\_\_\_

Signed Individual 4 \_\_\_\_\_ Date \_\_\_\_\_

## Direct Debit Authority

Portfolio Name \_\_\_\_\_

We request and authorise through PortfolioGuardian (User ID 419702) to arrange for any amount PortfolioGuardian may debit or charge to be debited through the Bulk Electronic Clearing System from the nominated bank account, subject to the terms and conditions of the Direct Debit Request Service Agreement.

By signing this Direct Debit Authority I/we acknowledge having read and understood the terms and conditions governing the debit arrangements between us and PortfolioGuardian as set out in this Authority and in the Direct Debit Request Service Agreement (outlined herein).

I/we authorise PortfolioGuardian to debit the nominated bank account, of which the details have been provided to PortfolioGuardian.

I/we acknowledge that the first debit will occur within one month of signing the PortfolioGuardian application form, based on the relevant fee category as outlined in this client pack.

Signed Individual 1 \_\_\_\_\_ Date \_\_\_\_\_

Signed Individual 2 \_\_\_\_\_ Date \_\_\_\_\_

Signed Individual 3 \_\_\_\_\_ Date \_\_\_\_\_

Signed Individual 4 \_\_\_\_\_ Date \_\_\_\_\_

### Proof of Identification

Each Account Holder is required to provide photographic proof of identification.

Please ensure either a copy of a passport or drivers licence is enclosed with this application.

# Direct Debit Authority Service Agreement

## DEFINITIONS

**account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**agreement** means this Direct Debit Request Service Agreement between you and us.

**business day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**debit day** means the day that payment by you to us is due.

**debit payment** means a particular transaction where a debit is made.

**direct debit request** means the Direct Debit Request between us and you (and includes any Form PD-C approved for use in the transitional period).

**us or we** means PortfolioGuardian, who you have authorised by signing a direct debit request.

**you** means the customer who signed the direct debit request.

**your financial institution** is the financial institution where you hold the account that you have authorised us to arrange to debit.

## 1. DEBITING YOUR ACCOUNT

- 1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit authority.
- 1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

## 2. CHANGES BY US

- 2.1 We may vary any details of this agreement or a direct debit authority at any time by giving you at least seven (7) days written notice.

## 3. CHANGES BY YOU

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit authority by contacting us on 1300 722 942.
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least thirty (30) day's before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us thirty (30) day's notice in writing before the next debit day. This notice should be given to us in the first instance.

## 4. YOUR OBLIGATIONS

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit authority.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
  - (a) you may be charged a fee and/or interest by your financial institution;
  - (b) you may also incur fees or charges imposed or incurred by us; and
  - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

- 4.4 If PortfolioGuardian is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. DISPUTE

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 722 942 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## 6. ACCOUNTS

- 6.1 You should check:
  - (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
  - (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
  - (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

## 7. CONFIDENTIALITY

- 7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
  - (a) to the extent specifically required by law; or
  - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

## 8. NOTICE

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to PortfolioGuardian GPO Box 2507, Adelaide SA 5001.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice will be deemed to have been received two business days after it is posted.

*Effective date of this agreement from 1 July 2011. For further information relating to the Direct Debit Authority Agreement, please contact **PortfolioGuardian on 1300 722 942.***

# PortfolioGuardian Terms and Conditions

PortfolioGuardian is a chartered accounting firm. We do not provide financial advice.

## 1. APPOINTMENT OF PORTFOLIOGUARDIAN

### Initial Appointment

- 1.1 The Client appoints PortfolioGuardian to provide administration and reporting services on the following Terms and Conditions.

### Establishment as a PortfolioGuardian Client

- 1.2 The Client shall deliver a signed and complete application form to PortfolioGuardian to initiate setup.
- 1.3 The Client shall sign and promptly return to PortfolioGuardian all documents relating to account opening to assist with the timely setup of the PortfolioGuardian service.

## 2. PORTFOLIOGUARDIAN'S OBLIGATIONS

PortfolioGuardian will undertake the following work;

### Investment Administration and Reconciliation

- 2.1 PortfolioGuardian will maintain the administration for Company, Individual, Joint, SMSF, Trust or Private Ancillary Fund accounts. PortfolioGuardian will act as the registered address for all investment related correspondence.
- 2.2 PortfolioGuardian will undertake a full reconciliation against the nominated bank account on a monthly basis.
- 2.3 PortfolioGuardian will advise of any issues identified during the course of processing on a monthly basis.
- 2.4 PortfolioGuardian cannot verify the daily accuracy of reports where information is not provided, or not able to be obtained on a timely basis. Reports will be updated as soon as any delayed information is obtained.

### Capital Gains Tax Records

- 2.5 Capital gains tax records will be maintained by PortfolioGuardian.

### Corporate Actions – Mergers/Takeovers, Bonus Shares

- 2.6 PortfolioGuardian will forward correspondence relating to corporate actions. The Client is ultimately responsible for actioning each response in relation to these, unless PortfolioGuardian has been authorised to action on it behalf of the client.

### Portfolio Reporting

- 2.7 PortfolioGuardian will use software including technologies provided by third parties to effectively deliver the services as indicated in this document.

### Annual Reporting

- 2.8 At the end of each year, the annual tax pack will be prepared and sent to the account holders as soon as all information has been provided, including:
- Portfolio Valuation
  - Realised Gains Report
  - Trading Transactions
  - Cash Book
  - Taxable Income Transactions
  - Expense Summary
  - Tax Summary

The final tax liability can only be determined once all year end tax statements have been received.

## 3. THE CLIENT'S OBLIGATIONS

The Client agrees that PortfolioGuardian will have no obligations under these terms and conditions until such time as:

- 3.1
- The Client has paid all fees and charges in full;
  - The Client has signed the direct debit authority and returned it to PortfolioGuardian;
  - The Client has signed and returned a witnessed Limited Power of Attorney;
  - The Client has nominated the bank accounts relating to this account;
  - The Client has established PortfolioGuardian as the registered address for the account, and notified PortfolioGuardian of all investment holdings and relevant information.

The Client agrees to bear any additional charges by external organisations in providing duplicates of documentation relating to the account.

## 4. OWNERSHIP AND RISK

The title to any documents prepared for the Client do not pass to the Client until payment in full has been made. Until payment is received, PortfolioGuardian is not obligated to supply documents and information to the Client but the Client is treated as having received those documents and services.

## 5. RELEASE AND INDEMNITY

### Release and Acknowledgement by Client

- 5.1 PortfolioGuardian undertakes that in providing the administration and reporting services, it will exercise all reasonable care and skill. The Client acknowledges that PortfolioGuardian does not give investment or legal advice, and is not liable for the rate of return or investment decisions for the client's account. PortfolioGuardian is not responsible for any act, omission, deceit, neglect, mistake or default of any person including, without limitation, PortfolioGuardian's staff and representatives, except for proven direct loss attributable to the gross negligence, deceit or fraud of PortfolioGuardian. To the extent permitted by law, the Client releases PortfolioGuardian, its staff and representatives from all liability in respect of any loss and expenses incurred by the Client.

## 6. PORTFOLIOGUARDIAN LIABILITY

- 6.1 The Trade Practices Act 1974 (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited. Without excluding those unlimited rights, PortfolioGuardian gives no condition, warranty or undertaking or makes any representation to you about any activities, administration, accounting and advice, its quality, fitness or suitability other than as set out in this PortfolioGuardian document. Any liability PortfolioGuardian may have to the Client under these Laws that cannot be excluded but that can be limited, is (at PortfolioGuardian's option) limited to:
- (a) Providing equivalent services provided under the Agreement with the Client, or
  - (b) Paying to the Client the cost of replacing the services provided under this Agreement with the Client or acquiring equivalent replacement goods or services.
- 6.2 As far as the law allows, PortfolioGuardian is not liable for any loss or damage the Client suffers (whether due to negligence or otherwise) because of the services offered and provided to the Client. In particular, PortfolioGuardian is not liable for any loss or damage the Client may suffer because:
- (a) There is a delay or failure to provide the services (however caused); or
  - (b) Some aspect of the services or documents provided makes any one of those unsuitable for some purpose; or
  - (c) There is an event which is beyond the reasonable control of PortfolioGuardian.

# PortfolioGuardian Terms and Conditions

- 6.3 This clause 6 survives the termination of any contract with the Client.

## 7. ALTERATIONS AND VARIATIONS

- 7.1 PortfolioGuardian has the right to alter its charges at any time by giving the Client 30 days written notice.
- 7.2 PortfolioGuardian may suspend the supply of services on reasonable grounds including where the Client is or there is a reasonable likelihood that the Client is insolvent.
- 7.3 The laws of South Australia govern this Agreement.

## 8. FORCE MAJEURE

In the event that PortfolioGuardian is prevented from carrying out its obligations owed to the Client as a result of any cause beyond its control such as but not limited to acts of God, war, strike, lock out, flood and failure of third parties, PortfolioGuardian will be relieved of its obligations and liabilities owed to the Client.

## 9. TERMINATION

The services to be provided by PortfolioGuardian to the Client may be terminated by either party on giving one 30 days notice in writing to the other party.

## 10. CONSEQUENCES OF TERMINATION

If PortfolioGuardian's services are terminated then:

- 10.1 The Client is responsible for arranging any redirecting of mail and related activities, then
- 10.2 If fees payable to PortfolioGuardian are outstanding, services are suspended (at PortfolioGuardian's option) until outstanding payments are made, then
- 10.3 PortfolioGuardian will complete the work due to the last day of the month in which termination is advised,
- 10.4 PortfolioGuardian will by fifteen (15) days after the tasks in clause 10.3 are completed have all documentation relating to the account available for collection by the Client,
- 10.5 The Client will pay to PortfolioGuardian all reasonable costs and expenses incurred by PortfolioGuardian (on a full indemnity basis) where PortfolioGuardian agrees to complete additional tasks to those set out in this clause.
- 10.6 Where a client had free account opening and has agreed to the initial 2 year period terminate early, the balance of fees owing to PortfolioGuardian for 2 year period is recoverable upon the termination of this agreement.

## 11. VARYING THE TERMS AND CONDITIONS OF THIS AGREEMENT

PortfolioGuardian may vary the terms and conditions set out in this document at any time. When varying a term or condition, we will communicate any changes to you.

If you do not agree to the change, you may terminate your agreement with PortfolioGuardian as set out in clause 9 of this document.

## AGREEMENT

By commencing use of the PortfolioGuardian services, the Client acknowledges that the receipt and benefit of the services is subject to the preceding terms and conditions.

## FEEDBACK FOR PORTFOLIOGUARDIAN

Client satisfaction is extremely important to the team at PortfolioGuardian.

If you would like to provide any feedback or complaints regarding our administration and reporting service, please forward it in writing addressed to:

**The Directors**  
**PortfolioGuardian**  
**GPO Box 2507**  
**Adelaide SA 5001**

We will endeavour to respond to any written feedback within 10 business days of receipt.

## PRIVACY POLICY

PortfolioGuardian is committed to upholding the National Privacy Principles, as set out in the Federal Privacy Act 1988, which sets out standards for the collection, use, disclosure and handling of personal and business information.

Personal and business information is essentially information or an opinion about a living individual or business whose identity is apparent or can reasonably be ascertained from the information or opinion (e.g. a name and address).

We collect personal and business information to be able to provide our portfolio service.

We collect personal information either directly from the relevant individuals or indirectly from third parties.

We do not disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent).

Unless we are required to provide your personal information to others by law, court order to investigate suspected fraud or other unlawful activity, your information will only be seen or used by people working in or for PortfolioGuardian. These people include Accountants, Administration personnel and our advisers such as Lawyers, Insurers and Banks.

We endeavour to protect any personal and business information that we hold from misuse and loss, and to protect it from unauthorised access, modification and disclosure.

When you provide us with personal information you have collected from other individuals, we require you to warrant to us that the information has been collected in accordance with the applicable privacy legislation and that we are authorised to receive that information from you and to use it for the purposes of providing our services to you. If it is sensitive information, we rely on you to have obtained their consent to the above.

You may request access to the personal information we hold about you.

For further information on our privacy policy, contact the

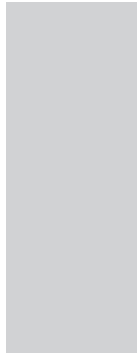
Privacy Officer at:

**PortfolioGuardian**  
**65 Gilbert Street**  
**ADELAIDE SA 5000**



[www.portfolioguardian.com.au](http://www.portfolioguardian.com.au)





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