Credit Advisory Guide

Focus Partners Australia | Credit Advisory ("FPACA")

ABN: 54 161 503 019
Australian Credit Licence No: 433670
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Telephone: 1300 063 347
Website: www.focuspa.com.au

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Focus Partners Australia | Credit Advisory

This Credit Guide contains the following information:

- responsibility for the services provided
- our obligation when providing credit assistance services
- a description of the parties FPACA is associated with
- commissions we may receive
- terms and conditions
- our dispute resolution process
- privacy statement

Responsibility for the services provided

FPACA holds Australian Credit Licence No. 433670 and is authorised to provide credit assistance in accordance with the National Consumer Credit Protection ("NCCP") Act 2009. FPACA is responsible for the credit activities and conduct of its authorised representatives.

We are required to provide this Credit Guide 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:

- suggest or assist you to apply for a particular credit contract with a credit provider;
- suggest or assist you to apply for an increase to an existing credit contract with a credit provider;
- suggest you remain in a particular credit contract with a credit provider.

Our obligation when providing credit assistance services

Under the NCCP Act 2009, we must not provide credit assistance by suggesting that you apply (or assist you to apply) for:

- A particular credit contract with a particular credit provider; or
- An increase to the credit limit of a particular credit contract with a particular credit provider; if the contract is unsuitable for you.

A contract will be unsuitable for you if, at the time we provide you credit assistance, or the contract entered into or the credit limit is increased:

- it is likely that you will be unable to comply with your financial obligations under the contract or could only comply with substantial hardship; or
- the contract does not meet your requirements or objectives when it was entered into.

We must conduct a Preliminary Assessment about whether the credit contract will be unsuitable before we suggest that you apply for (or assist you to apply for) the credit contract.

In order to conduct a Preliminary Assessment, we will need to ask you questions and obtain information from you such as:

- your financial requirements and objectives which includes:
  - the purpose of the loan you are seeking
  - the amount of credit you are seeking
  - the term of the loan you are seeking
  - the loan features you require
- your personal and financial information such as:
  - your employment status and income
  - your dependents (if any) and family planning
  - your existing assets and liabilities
  - your expenses and your surplus cash flow

You may request a written copy of our Preliminary Assessment and we must provide you a copy (at no charge to you):

- Within 7 business days – if your request is made within 2 years after entering into the credit contract or of the credit limit increase; and
- Otherwise, within 21 days.

We are not however required to provide a copy of the assessment if your request is made more than 7 years after entering into the contract or the credit limit increases, or the credit contract is not entered into or the credit limit is not increased.

A description of the parties FPACA is associated with

FPACA sources loans from the following credit providers:

FPACA uses Connective Broker Services ("Connective"), a mortgage aggregator, to allow FPACA to access a wider panel of credit providers.

FPACA has approval to utilise credit providers and their loan products through the services of our aggregator Connective, Credit Representative No. 437202 authorised under Connective Credit Services Pty Ltd ABN 51 143 651 496 Australian Credit Licence 389328.

Connective 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.

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

Commissions paid by Connective's lender panel are transparent and do not influence the broker or consumer choice.

Westpac Banking Corporation ABN 33 007 457 141 ("Westpac") - Westpac is a Credit Provider that will assess your application and if approved, offer you finance.

Focus Partners Australia Credit Advisory Pty Ltd is associated with ProLoan (Aust) Pty Ltd ABN 98 005 189 097 ACL 390085 ("ProLoan"). ProLoan operates the ProLoan referral network. Under the network, credit licensees like FPACA refer clients within the medical profession to ProLoan who can provide unique lending solutions tailored to medical professionals.

ProLoan is an Australian Credit Licensee that provides FPACA with training, assistance and access to its unique credit policy with Westpac for medical professionals.

REMINDER

Home Building Insurance / Home Contents Insurance

Before you sign a contract of sale, always consider purchasing home building insurance with a general insurance provider to immediately safeguard the value of your new property.

Similarly, always consider taking out home contents insurance prior to settlement and before you move your valuable possessions to your new home.

Fees and charges you pay

FPACA does not charge you any fees or charges for our credit assistance. If FPACA intends to charge you a fee for the provision of credit assistance services, we will ask you to sign a

Quote for your acceptance of the stated fee, before we commence our assistance and services.

Referral fees

FPACA does not pay a referral fee for third party referrals.

Commissions we may receive

If you enter into a credit contract for a loan where we have provided credit assistance, we may directly or indirectly receive commissions. Commissions are received directly by either ProLoan or Connective who will then pay commission to FPACA.

FPACA will receive both upfront and trail commissions, the amount of which depends on the type of loan and size of the loan.

Example: Residential and personal investment loans

Westpac will pay ProLoan the amounts set out in the table below. From the amounts paid to ProLoan, FPACA will receive 100% of upfront and trail commissions on finance settled with Westpac.

The example in the table below shows the upfront and trail commission that FPACA would receive based on a loan of $800,000.

Type of Finance Product	Approved Credit Limit	Total Upfront Commission	Total Trail Commission
Residential & personal investment loans / First options loans	$50,000+ e.g. $800,000	0.44% of your approved credit limit[3] FPACA would receive $3,520	0.275% p.a. of the net amount owing on your finance, commencing the first month after your loan has settled. FPACA would receive $2,200 p.a.
Equity Access Loans	$50,000+ e.g. $800,000	0.33% of your approved credit limit[3] FPACA would receive $2,640	0.275% p.a. of the net amount owing on your finance, commencing the first month after your loan has settled. FPACA would receive $2,200 p.a.

Notes:

1. Unless otherwise specified, all commissions specified are inclusive of GST.
2. Upfront commission is paid by Westpac to ProLoan or Connective after settlement of the finance FPACA arranges for you.

3. Upfront commission for standard home loans is paid on the drawn loan amount (less any amount in the offset account linked to the loan) and is calculated three days after settlement.

4. A subsequent upfront commission payment will be paid where there is an increase in the drawn loan balance (net of offset) within the 12 months following settlement and that increase is referable to the original loan purpose.

5. Trail commission is paid by Westpac to ProLoan or Connective and passed on to FPACA throughout the term of your loan.

6. Trail commission is paid by Westpac to ProLoan or Connective and passed on to **FPACA monthly for individual's loans.**

7. The percentage of the commission payable may differ between credit providers.

Authorised Credit Representatives

Authorised Credit Representatives of FPACA are employed by Focus Australia Services Pty Ltd ABN 15 644 395 808, a related bodies corporate of the Licence. Employees, including any employee of a related body corporate are remunerated by way of salary and may also be awarded an annual discretionary bonus. Award of a discretionary bonus will depend on several factors, including:

- Company performance;
- Professionalism and adherence to compliance procedures; and
- Team performance.

The Licensee's shareholders, including any shareholders of a related body corporate, will also receive a benefit (i.e. shareholder distribution) based on the Licensee's ongoing company performance.

Broker benefit

FPACA and its authorised credit representatives may also receive an indirect benefit in the form of training or professional development provided by ProLoan and/or Connective. Such benefits may include the cost of flights, accommodation and attendance at training conferences.

In line with industry reforms, we are required to keep a register of benefits received from any lenders or aggregators to the value of $100 or more which is kept current (over a rolling 12-month period and housed for 3 years). A copy of this register will be made available to you upon request.

Further information about commissions

You may request from us (at no cost to you) a reasonable estimate of the commissions likely to be received, directly or indirectly, by FPACA, its directors and authorised credit representatives and how they are worked out.

Terms and conditions

Should you engage us to provide credit assistance services to you that result in an application for finance, the following explains the responsibilities of FPACA, ProLoan, Connective, the lender and you in the application process.

Your responsibilities

- You authorise FPACA to assist in arranging finance for you from the lender based on the information provided by you, your accountant, your lawyer and/or financial adviser.
- To help FPACA assist you with your application for finance, you must provide FPACA with accurate, full and clear instructions and all relevant documents, act promptly and let FPACA know as soon as practicable after there is a change in your circumstances.

FPACA, ProLoan and/or Connective's responsibilities

- FPACA are not authorised to, and will not arrange for or advise you on, any deposit facilities unless the deposit facility is an offset account which is a mortgage offset account as defined by ASIC Corporations (Mortgage Offset Accounts) Instrument 2017/795 issued by ASIC (a copy of the Class Order may be obtained at www.asic.gov.au).
- As a credit assistance provider, FPACA has no control over the success or otherwise of any finance application they assist you with. Approval of any finance application is solely at the discretion of the lender.
- Neither ProLoan, Connective nor FPACA are liable for any claim, loss or damage incurred or suffered by you or any other relevant persons as a result of:
    - any delay with the approval of your finance application;
    - incorrect or incomplete transmission or any error in any application which has arisen directly or indirectly in connection with or as a result of an act or omission by you, your accountant and/or your legal and financial advisers;
    - failing to assist in arranging finance for you; and
    - any action, representation, warranty or recommendation made by the lender to you.

Lender's responsibilities

- The lender is responsible for preparing and providing you with the documentation for the finance FPACA assists in arranging for you. You should read the documentation carefully and seek independent legal and taxation advice before you enter into any finance contract.

These terms and conditions may be varied by written agreement between you and FPACA.

Our dispute resolution process

FPACA welcomes any comments or queries you may have. FPACA has an internal dispute resolution procedure. We are also a member of the Australian Financial Complaints Authority (AFCA).

Internal dispute resolution

We are committed to providing you with the best possible service. If at any time we have not met our obligations – or you have a complaint about any of our services – please inform us so we can work towards a resolution. We will endeavour to deal with your complaint promptly, thoroughly and fairly.

If your complaint is about your loan, in the first instance please contact your lender or credit assistance provider.

If your complaint has not been resolved to your satisfaction within 5 business days or if your loan is about the services we give you, you can contact us by the following means:

Complaint Manager

Email: complaints@focuspa.com.au
Phone: 1300 832 128
Mail: Level 2, 205 Balaclava Road, Caulfield North VIC 3161

Details of your complaint should include the nature of the complaint, any relevant documents; authorised credit representatives with whom you may have previously discussed your issue; relevant dates and times.

We will acknowledge receipt of your complaint within five business days. If unable to resolve the complaint/dispute to your satisfaction within five business days, they will write to you advising the procedures we will follow in investigating and handling your complaint.

Within 30 calendar days from the date you lodged the complaint with us, we will write to you advising the outcome of our investigation and the reason/s for our decision, or if required, we will inform you if more time is needed to complete the investigation.

If your concern is not resolved, or if you are not satisfied with the decision, you may contact the Australian Financial Complaints Authority (AFCA).

AFCA independently and impartially resolve disputes between consumers and financial service providers at no cost to you. AFCA may be contacted by writing to:

Australian Financial Complaints Authority

GPO Box 3
Melbourne VIC 3001

Email: info@afca.org.au
Website: www.afca.org.au
Phone: 1800 931 678

Privacy Statement

FPACA is committed to ensuring the confidentiality and security of your personal information. Our Privacy Policy, which details our handling of information, is available upon request or by accessing our website https://focuspa.com.au/privacy-policy/

The identity and contact details of our Privacy officer are:

Privacy Officer

Email: privacy@focuspa.com.au
Phone: 1300 832 128
Mail: Level 10, 17 Castlereagh Street, Sydney NSW 2000

Circumstances of collection

Generally, we collect your personal information (which includes financial and banking information) from you directly (for example, when we deal with you in person or over the phone, when you send us correspondence (including via email), when you complete a questionnaire, form or survey, or when you subscribe to our publications).

Sometimes it may be necessary for us to collect your personal information from a third party. For example, we may collect your personal information from your personal representative or a publicly available record, amongst other sources. We may also collect personal information about you from your use of our websites and information you provide to us through contact mailboxes or through the registration process on our websites.

We may also obtain credit information about you from credit providers and credit reporting bodies (CRB) on your behalf if necessary, for us to provide our services to you

FPACA may collect your personal information from you and/or other parties

a) FPACA is collecting personal information about you to enable the provision of credit assistance to you.

b) FPACA may also collect the information about you from the lender, your accountant, your legal and financial advisers and credit reporting agencies.

FPACA will disclose your personal information to the lender, ProLoan and/or Connective

a) FPACA will disclose your personal information to the lender, ProLoan and/or Connective. This will assist the lender in arranging the finance you require and help the lender to process your finance application. This will also allow you to access the unique credit policy ProLoan has with the lender.

b) The lender may use your personal information to contact you.

The lender may disclose your personal information to FPACA

a) The lender may disclose your personal information to FPACA to assist FPACA in providing credit assistance to you in relation to your application or proposed application for finance, and for credit assistance in relation to an existing loan. Should you wish, you can contact the lender at any time and request that they cease disclosing your information to FPACA.

Purposes of collection

FPACA collects and holds personal information for the purposes set out in the FPACA Privacy Policy.

Consequences of not providing us with the information

If you do not provide some or all of the personal information requested by us, we may be unable to provide you with our products or services.

Use and disclosure of information

We may use and disclose the personal information we collect about you for the following purposes:

- to assist FPACA in providing a product or service to you;
- completion of documentation and application forms;
- to consider and assess your request for a product or service;
- to provide you with information about our products or services, industry developments and invite you to seminars and marketing events;

- to maintain contact with our clients and other contacts (including alumni);
- to protect our business and other clients from fraudulent or unlawful activity;
- to conduct our business and perform other management and administration tasks;
- to consider any concerns or complaints you may have;
- to manage any legal actions involving FPACA;
- to comply with relevant laws, regulations and other legal obligations; and
- to help us improve the products and services offered to our clients, and to enhance our overall business.

Who will the information be disclosed to?

The types of organisations to whom we may need to disclose your personal information to include:

- an entity within the FPACA group or a related entity;
- an agent, contractor or service provider we engage to carry out our functions and activities, such as our lawyers, accountants, or other advisors;
- organisations involved in a transfer or sale of all or part of our assets or business;
- organisations involved in managing our payments, payment merchants and other financial institutions such as banks;
- if you are an employee, a contractor or supplier of services to a client, then we may disclose your personal information as part of providing services to that client;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- your guarantor, referee(s), employer or co-account holder;
- financial product issuers and credit providers;
- a debt collector; and
- anyone else to whom you authorise us to disclose it.

Overseas disclosure

We may disclose personal information to recipients that are located outside Australia in some circumstances. Any disclosure of personal information to overseas recipients will be in accordance with our Privacy Policy. These recipients may be located in India, Sri Lanka, the Philippines and the United States of America.

Your rights

Our Privacy Policy contains information about how:

- you may access the personal information we hold about you;
- you may seek the correction of your personal information; and
- you may complain about a breach of the Privacy Act, including the APPs; and
- FPACA will deal with a privacy complaint.

Marketing material

We may use personal information we collect from you to send you marketing material from time to time, unless you elect not to receive the material. We will not provide your personal information to any third party other than in accordance with our Privacy Policy.

Consent

If you consent to us doing so, we may obtain a report or information about your consumer or commercial credit worthiness from a Credit Reporting Body (CRB), we may disclose personal information such as your name, date of birth, drivers licence and address to the CRB to obtain an assessment of whether that personal information matches the information held by it. By signing this document below, I/we appoint Danielle Podolak as our agent to obtain a credit report on my/our behalf.

Client 1 Name:	Client 2 Name:
Signature:	Signature:
Date:	Date: