



GODFREY PEMBROKE

Financial Advice Specialists



Important Information

This Financial Services Guide, which includes the Representative Profile presented with it, is designed to clarify who we are and what we do, and to help you decide whether to use our services.

To make things simple, this guide explains:

- the services and types of products we're able to offer you;
- how we and our associates are paid and – any other benefits we may receive;
- any potential conflicts of interest we may have;
- how we protect your privacy and handle your personal information; and
- how we resolve disputes, and what you should do if you have one.

Please read through the whole FSG, as it's full of useful information – and is also worth holding on to for future reference. And of course, if you ever have any questions, please contact us.

Other documents you may receive

In addition to this FSG, when we provide you financial advice we will also present you with a written Statement of Advice (SOA). This will describe:

- advice and strategies we recommend and the reasons why;
- the financial products and services we recommend and the reasons why;
- any fees or commissions we will receive; and
- any associations we have with financial product providers or other parties that have not already been disclosed in this FSG and may influence the advice we provide.

If you receive further financial advice from us, we will present you with either another SOA or keep our own written Record of Advice (ROA). You can request a copy of this by contacting us any time up to seven years from the date of the advice provided. Please refer to the '**Contact us**' section of this FSG for our contact details.

To help you make an informed decision about a financial product you generally will be given a Product Disclosure Statement (PDS) which outlines the product features and costs in detail. In certain circumstances it is not a requirement that you be given a PDS (including, for example, where you already have one).

Giving us instructions

If you want to make changes to your financial plan or provide other instructions, please contact us. Please refer to the '**Contact us**' section of this FSG for our contact details.

Generally, you will need to give us instructions in writing (eg fax, email or letter) or another method agreed with us.



About Godfrey Pembroke

Financial freedom is about enablement.

The financial advice specialists at Godfrey Pembroke are self-employed business owners, so they understand the challenges of managing complexity. They can help you manage yours by establishing a strategic plan, guided by specialist area expertise. They will set in place the structures and disciplines to plan through and collaborate with you to build your life, to your design.

Our associations and relationships

At Godfrey Pembroke we pride ourselves on providing a comprehensive range of financial advice services. Our network of self-employed advisers bring specialist expertise to bear, and they understand intimately how to manage complexity. The Godfrey Pembroke history is underpinned by unparalleled customer service and personal attention to our clients' needs.

Godfrey Pembroke is part of the National Australia Bank Limited ('NAB') group of companies ('NAB Group'). Godfrey Pembroke is a wholly owned subsidiary within the NAB Group. NAB does not guarantee or otherwise accept any liability in respect of the financial advice or services provided by Godfrey Pembroke or its authorised representatives.

We may recommend financial products issued by companies within the NAB Group or companies in which a shareholding is maintained by a NAB Group member (including MLC Limited).

These include products and services with the following branding:

- NAB, National
- MLC
- JANA
- JB Were
- Plum
- Pre Select Funds
- Private Investment Consulting
- WealthHub Securities
- Altrinsic Global Advisers
- Antares Capital
- Fairview Equity Partners
- Intermede Investment Partners
- Presima Inc
- Redpoint Investment Management



If we recommend a product or service issued by a NAB Group company, they will benefit from our recommendation by receiving product and management fees from you as well as fees paid by fund managers to distribute the fund manager's product. Please refer to the relevant PDS and/or offer documents for further information.

We generally recommend products that are listed on Godfrey Pembroke's approved product list. These will include NAB Group products. Before any products are added to this list a review process is undertaken and products are required to meet minimum standards. If these products are not appropriate for your circumstances then we may recommend a product outside of this list. At all times, we will ensure that our recommendations are in your best interests.

Godfrey Pembroke maintains relationships with the following insurance providers (AIA, Zurich, CommInsure and One Path) which pay Godfrey Pembroke a licensee commission payment as described in the 'Commissions received by our Licensee from product providers' section of this FSG. NAB and its related bodies corporate distribute insurance products issued by MLC Limited ABN 90 000 000 402. MLC Limited is part of the Nippon Life Insurance Group and not a part of the NAB Group.

MLC Limited will pay National Wealth Management Services Limited, a related body corporate of NAB, a distribution allowance as described in the 'Distribution Allowance' section of this FSG. If appropriate to your requirements, objectives and circumstances then a Godfrey Pembroke adviser may recommend a risk insurance policy issued by one of these insurers, or an insurance policy issued by MLC Limited.



Privacy Notification

How we manage your personal information

To give you appropriate advice, our financial advice specialists will need to ask you about your current financial situation, what you are looking to achieve and other personal information.

Without this information, your financial advice specialist may not be able to provide you with advice relevant to your circumstances.

We are grateful for the trust and confidence you have in us to safeguard your privacy. This notification covers us and tells you how we collect your information, what we use it for and who we share it with. It also points out some key features of our Privacy Policy. For a copy of our Privacy Policy, please ask us.

If you would like more information about our Licensee Godfrey Pembroke (and other members of the NAB Group), please also refer to the Godfrey Pembroke Privacy Policy available at godfreypembroke.com.au/nav_footer/privacy.

Collecting and using your personal information

We need to collect and use your personal information (which may include your sensitive information, such as health information) for a variety of purposes, including to provide you with the financial services you have requested (including answering your requests and complaints, varying products and services and managing your relevant product portfolios) and to contact you about other products and services that may be relevant to you. It is also necessary for us to collect personal information in order to prevent or investigate any fraud or crime, or any suspected fraud or crime.

We'll collect your personal information from you directly whenever we can. Sometimes we collect your personal information from other sources or third parties such as your Accountant. We do this only if it's necessary to do so, for example where:

- we can't get hold of you and we rely on publicly available information to update your contact details;
- we need information from an insurer about an insurance application you make through us; or
- at your request, we exchange information with your legal or financial advisers or other representatives.

You may not be aware that we have done so. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection.

We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions, including company and tax law, which require us to collect personal information. For example, we require personal information to verify your identity under Commonwealth Anti-Money Laundering law.



What happens if you don't provide your information to us?

If you don't provide your information to us, we may not be able to:

- provide you with the product or service you want;
- manage or administer your product or service;
- verify your identity or protect against fraud; or
- let you know about other products or services that might better meet your financial and lifestyle needs.

Protecting your privacy

Protecting your privacy is essential to our business. Your file, containing your profile, personal objectives, financial circumstances and our recommendations, is kept securely.

Disclosing your personal information

We may share your personal information (which may include your sensitive information, such as health information where we have your consent) with third parties for any purposes for which we use your information.

This may include to the following types of third parties:

- those involved in providing, managing or administering the products or services you have requested, including other advisers, paraplanners and organisations who work with us, including Godfrey Pembroke and other members of the NAB Group, depending on the financial services and products you have requested;
- insurance providers, superannuation trustees and product providers related to the financial services you have requested;
- professional associations and organisations that help us operate our business, such as those that provide administrative, financial, accounting, insurance, research, legal, strategic advice, auditing, computer or other business services, including our Licensee Godfrey Pembroke and other members of the NAB Group;
- your representatives, service providers, or other organisations, such as your accountant, solicitor, tax agent, stockbroker or bank;
- organisations involved in a business restructure or a transfer of all or part of the assets of our business; and
- government and regulatory authorities and other organisations when required or authorised by law (in some instances these bodies may share it with relevant foreign authorities) where you have given your consent.



We run our business in Australia. In order to provide you with our services however, we may share your information with organisations outside Australia (for example information technology service providers). You can view a list of the countries in which those overseas organisations are located in our Privacy Policy.

We may also store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it is not always practicable to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information we share with them under a foreign law. In those instances, we will not be responsible for that disclosure.

Sharing with MLC Limited

NAB distributes MLC Limited's life insurance products. MLC Limited is no longer part of the NAB Group of companies. NAB and companies in the NAB Group may exchange personal information with MLC Limited or their service providers in order to administer and manage your life insurance products that are issued by them. We may also need to share information with MLC Limited so as to ensure:

- your insurance premiums are correctly calculated;
- insurance claims and benefits are paid; or
- NAB and MLC Limited can both tell you about our respective marketing and products offers (including ensuring customers who hold MLC Limited products are excluded from NAB Group campaigns marketing MLC Limited products).

Some of the information exchanged will be stored and visible within NAB Group customer databases; with some of these databases being accessible to MLC Limited for a transition period. All information stored in these databases is subject to NAB's privacy policy as well as NAB Group's security procedures and controls.

Consent to marketing activity

We presume you consent to being contacted by us (including Godfrey Pembroke and other members of the NAB Group) about suitable products and services via the contact details you have provided. We may continue to contact you for these reasons until you withdraw your consent. You can do this at any time by contacting us (see the '**Contact us**' section of this FSG). We will process your request as soon as practicable.



Gaining access to your personal information

You can gain access to your personal information that we hold about you. This is subject to some exceptions allowed by law. We will give you reasons if we deny access. You can find out how to access your information by reading our Privacy Policy, available by contacting us.

Correcting your information

You can ask us to correct information we hold about you. You can find out how to correct your information by reading our Privacy Policy or by contacting us.

Complaints

If you have a complaint about a privacy issue, please tell us about it. You can find out how to make a complaint and how we will deal with these complaints, by reading our Privacy Policy (by contacting us) or by referring to the '**Your confidence in our advice**' section of this FSG.

FURTHER INFORMATION

If you have any questions or comments about our Privacy Policy and procedures, please contact us by using the contact details set out in the '**Contact us**' section of this FSG.

For more information about your privacy, you can also visit the Office of the Australian Information Commissioner's website at oaic.gov.au



Payments and benefits we receive

At Godfrey Pembroke, you can pay for the services you receive on a fee for advice basis. This allows you to know that you are paying for our advice irrespective of any product you use, clarifies the services you are entitled to, and ensures all recommendations are driven by your needs.

We will agree with you the amount you pay based on:

- a flat dollar fee;
- an hourly rate;
- the amount you invest; or
- a combination of the above.

You can pay in the following ways:

- as a fee for advice that will be deducted from your investment as a one-off payment or in instalments;
- by direct invoice from us for initial and ongoing advice;
- via commission we may receive from a financial product provider when you commence an insurance contract or loan product; or
- a combination of the above.

If you are not already on a fee for advice package, you can move to this payment method at any time.

Other payments we may receive

We will provide you with details of all fees, commissions, or other benefits we may receive when we provide advice to you and, where possible, will give actual dollar amounts. If we cannot provide this accurately, we will provide worked-dollar examples. Even if you don't receive personal financial advice from us, you can still request the details of any fees, commissions or other benefits we receive in relation to any other financial service we provide you.

CONFERENCES

Our financial advice specialists may attend conferences and professional development seminars that have a genuine education or training purpose. Godfrey Pembroke may pay for the costs of travel and accommodation, and events and functions held in conjunction with the conference or seminar.

NON-MONETARY BENEFITS

Godfrey Pembroke and your financial advice specialist keep a register detailing certain non-monetary benefits received eg benefits valued between \$100 and \$300, and those that relate to genuine education or training and technology software or support.

You can view an extract of the register by contacting your financial advice specialist. Please be aware that Godfrey Pembroke may charge you for the cost of providing this information to you.



Sponsorship

Godfrey Pembroke receives cash payments from product providers who sponsor and attend training presentations, conferences and/or professional development days. Amounts vary between product providers and we do not directly share in the sponsorship payment; however, we may indirectly benefit as these payments subsidise the costs associated with these training and professional development events.

Commissions received by our Licensee from product providers

Godfrey Pembroke has ongoing commission arrangements with a number of risk insurance providers. Where you acquire a risk insurance policy issued by AIA, Zurich, CommInsure and One Path the insurer may pay Godfrey Pembroke a commission payment which is based on total in-force premium and lapse rates for risk insurance policies as at 31 December 2017, recommended by all advisers within Godfrey Pembroke adviser network. The payments received by Godfrey Pembroke may be up to 2% of the premium amounts paid by policy holders to the relevant insurer. As this amount is calculated in the future, we cannot provide an exact amount at this time; however, as an example, if as a result of services provided to you by Godfrey Pembroke, a participating insurance provider receives \$5,000 in premium for policies as at 31 December 2017, then Godfrey Pembroke will receive up to \$100 as a commission (2% of the premiums held).

The above payments are not shared with us. These payments do not represent an additional charge to you. We will disclose in your Statement of Advice insurance products for which these arrangements may apply.

Sometimes in the process of providing advice, our financial advice specialists may receive benefits from product providers.

If you have been referred to us or we refer you to someone else, we may pay or receive a referral fee, commission, or benefit for that referral.

Details of any arrangement will be provided in our advice to you.

Distribution allowance

MLC Limited pays a distribution allowance to National Wealth Management Services Limited, a related body corporate of NAB, in respect of the distribution of MLC Limited's insurance products by licensees in the NAB Group (including NAB). This amount is not ascertainable at this time and will depend in part on the value of MLC Limited's insurance portfolio relating to insurance distributed through NAB and its related bodies corporate and the performance of NAB and its related bodies corporate against agreed annual performance criteria.

This allowance is not shared with us, and does not represent an additional charge to you.



Your confidence in our advice

Your satisfaction is of paramount importance to us and we have procedures in place to resolve any concerns promptly, and fairly.

Our complaints procedure

Your satisfaction is very important to us and we have procedures in place to resolve any concerns promptly and fairly.

If you're unhappy with the advice you receive or other aspects of our service, please follow the steps outlined below.

1. Please let your financial adviser know so we can act on it immediately.
2. If your adviser has not satisfactorily resolved your complaint, please contact our Advice Dispute Resolution Team on:

Phone:
1800 611 950 (free call)
Email:
advice.complaints@nab.com.au

In writing to:
Advice Dispute Resolution Team
Godfrey Pembroke Limited
Level 2, 105–153 Miller Street
North Sydney NSW 2060

3. If your complaint isn't resolved within 45 days or to your satisfaction, then you may refer the matter to an External Dispute Resolution Scheme as follows:
 - a. If lodging **before 1 November 2018** contact the **Financial Ombudsman Service (FOS)**. FOS is an independent complaints handling body. FOS provides a free, accessible, fair and independent dispute resolution service to consumers. You can contact FOS on:

Website: www.fos.org.au
Email: info@fos.org.au
Phone: 1800 367 287 (free call)

In writing to:
Financial Ombudsman Service
Limited GPO Box 3
Melbourne VIC 3001

or

- b. If lodged **on or after 1 November 2018** contact the **Australian Financial Complaints Authority (AFCA)***:

Website: www.afca.org.au
Email: info@afca.org.au
Telephone: 1800 931 678
(free call)

In writing to:
Australian Financial Complaints
Authority
GPO Box 3, Melbourne VIC 3001

Godfrey Pembroke holds professional indemnity insurance that satisfies the requirements (Section 912B) of the Corporations Act. This insurance also covers the conduct of financial advice specialists who were authorised by us at the time of your complaint, but are no longer representatives of Godfrey Pembroke.

*The Australian Financial Complaints Authority or 'AFCA' is a new external dispute resolution (EDR) scheme to deal with complaints from consumers in the financial system. AFCA replaces the three existing EDR schemes of the Financial Ombudsman Service (FOS), the Credit and Investments Ombudsman (CIO) and Superannuation Complaints Tribunal (SCT) so that consumers have access to a single EDR scheme.



GODFREY PEMBROKE

Financial Advice Specialists

Godfrey Pembroke Limited

ABN 23 002 336 254 Australian Financial Services Licensee 230690

Registered Office 105–153 Miller Street North Sydney NSW 2060

T: 1800 023 867

www.godfreypembroke.com.au



GODFREY PEMBROKE

Representative Profile



This document forms part of the Financial Services Guide Version 12 preparation date 1 October 2018 and is designed to clarify who we are, what we do, and aims to help you decide whether to use our services.



Representative Profile

Who we are

Your financial advice specialists are Representatives of and offer services on behalf of Godfrey Pembroke Limited.

David Benney

Authorised Representative No. 241956 Credit Representative No: 370150

David has completed the Advanced Diploma of Financial Planning (ADFP), He also holds a Bachelor of Economics and a Graduate Diploma in Applied Finance and Investment. David is in the final stages of completing his CERTIFIED FINANCIAL PLANNER™ (CFP®). He has been advising clients in the financial services industry for over 25 years. He is a Member of the Financial Planning Association.



David advises on

- Wealth Accumulation
- Income & Asset Protection
- Tax Strategies
- Superannuation
- Retirement & Redundancy Planning
- Estate Planning
- Government Benefits
- Debt Management
- Managed Discretionary Accounts

He offers his services on behalf of Godfrey Pembroke Limited. Godfrey Pembroke has authorised your advisers to provide you with this Financial Services Guide.

The Financial Services that the above financial advice specialists offer are provided by

Lighthouse Capital Management Pty Ltd
ABN 38 164 900 109
Authorised Representative (AR) No. 443807
Credit Representative No. 443808

Godfrey Pembroke has authorised your advisers to provide you with this Financial Services Guide.



Representative Profile

What we do

We are authorised by Godfrey Pembroke Limited to provide financial advice in relation to:

- Wealth Accumulation
- Income & Asset Protection
- Tax Strategies
- Superannuation
- Retirement & Redundancy Planning
- Estate Planning
- Government Benefits
- Debt Management
- Managed Discretionary Accounts

and to provide advice and deal in the following financial products:

- Basic Deposit Products
- Non-basic Deposit Products
- Non-cash Payment Facilities
- Life Products – Investment Life Insurance
- Life Products – Life Risk Insurance
- Managed Investment Schemes, including Investor Directed Portfolio Services (IDPS)
- Superannuation
- Retirement Savings Accounts
- Derivatives
- Government Debentures, Stocks or Bonds
- Securities
- Standard Margin Lending Facilities

Contact us

For more information on anything you have read in this document or if there is anything else we can help you with, please contact us at:

Perth Office

Address: PO Box 7034, Cloisters Square, PERTH WA 6850

Phone: 08 9481 2366

Fax: 08 9481 2326

E-mail: info@lighthousecapital.com.au





Representative Profile

Managed Discretionary Account Services

Godfrey Pembroke offers a Managed Discretionary Account Services through an agreement with clients called a Managed Discretionary Account (**MDA**) Contract.

By accepting the terms of a MDA Contract you will be granting your adviser an authority to take action on your investment portfolio (eg, buy or sell investments) without first consulting you.

This will change the nature of the adviser-client relationship.

Normally, your adviser provides you with advice and recommendations supported by research or other information to assist you make an informed decision on those recommendations. Your adviser then implements whatever action you decide to take.

If you accept the terms of an MDA Contract, you will, to some degree depending on the limitations/restrictions detailed in the MDA Contract, provide your adviser with the authority to make decisions on your investment portfolio and to implement investment transactions without consulting you.

The decision to surrender full or partial control of your investment portfolio to your adviser is an important decision.

You should not accept the terms of a MDA Contract provided by your adviser unless you are confident that he/she has a clear understanding of your circumstances, needs and objectives.

The significant risks of accepting the terms of a MDA Contract provided by your adviser are:

- Your adviser may make investment decisions that you disagree with. Provided your adviser's actions are within the law and the scope of the authority you have granted and the adviser has acted efficiently, honestly and fairly, you will have no right of recourse.

This means that you will have to accept the tax consequences, transaction costs and any capital loss resulting from any transaction validly executed by your adviser and any "reversal" of that transaction that you may request.

- If you do not promptly inform your adviser of any changes in your situation, needs and objectives, there is a risk that your adviser may make inappropriate investment decisions.

You may only accept the terms of a MDA Contract where your investment portfolio is held via a regulated platform such as an investor directed portfolio service (IDPS), IDPS-like scheme, superannuation wrap or master trust.





Representative Profile

You must accept the terms of the MDA Contract provided by your adviser before he/she can provide you with MDA services. As part of your MDA Contract you will be provided with an Investment Program that complies with Division 3 of Part 7.7 of the Corporations Act and that will contain:

- Statements about the nature and scope of the discretions your adviser will be authorised and required to exercise under the MDA Contract and any investment strategy that is to be applied in exercising those discretions;
- Information about any significant risks associated with the MDA Contract;
- The basis upon which your adviser considers the MDA Contract to be suitable for you; and
- Warnings that the MDA Contract:
 - May not be suitable to you if you have provided limited or inaccurate information relating to your relevant personal circumstances;

May cease to be suitable if your relevant personal circumstances change.

Note that your adviser will exercise, on your behalf, all rights that relate to your portfolio arising from corporate actions and communications about your portfolio assets.

The suitability of the Investment Program that forms part of your MDA Contract to your relevant personal circumstances will be reviewed by your adviser at least once every thirteen (13) months unless terminated earlier by you.

This FSG complies with the relevant requirements of ASIC Class Order 04/194 'Managed discretionary accounts'.

All of our advisers are not authorised by Godfrey Pembroke to provide financial product advice in the following financial products:

- General Insurance Products



GODFREY PEMBROKE



Representative Profile



How we charge for our services

All fees and commissions are inclusive of GST and the fees could be greater than those disclosed below in complex cases. In these instances, we will inform you of the exact fee payable promptly in writing.

Initial consultation	Free of charge.								
Advice preparation	<p>Dependent upon the complexity of the Statement of Advice. This fee will be agreed to prior to preparation of the advice. Please see the below guide for detail (inclusive of GST):</p> <table><tr><td>Limited Scope – low complexity</td><td>\$2,200</td></tr><tr><td>Limited Scope – medium complexity</td><td>\$3,500</td></tr><tr><td>Full Statement of advice - Medium to High Complexity</td><td>\$4,400</td></tr><tr><td>Full Statement of advice - High Complexity</td><td>\$5,500</td></tr></table> <p>The above guide is indicative only. The actual cost will be discussed and confirmed during your initial appointment prior to proceeding with our advice. Complex advice will contain multiple goals, strategies and /or tax structures and therefore fees are charged higher to the maximum. Less complex advice will therefore likely result in a lower fee. This will be discussed and agreed prior to the preparation of Advice.</p>	Limited Scope – low complexity	\$2,200	Limited Scope – medium complexity	\$3,500	Full Statement of advice - Medium to High Complexity	\$4,400	Full Statement of advice - High Complexity	\$5,500
Limited Scope – low complexity	\$2,200								
Limited Scope – medium complexity	\$3,500								
Full Statement of advice - Medium to High Complexity	\$4,400								
Full Statement of advice - High Complexity	\$5,500								
Implementation (fee for advice)	This fee will be agreed to prior to preparation of the advice and included in the above preparation cost. Fees may be paid directly by you or collected through the product issuer.								
Ongoing fee for advice	<p>If you elect to pay a fee for the ongoing review of your financial planning strategy, the ongoing service fee is based on the complexity of ongoing advice and the services provided. The minimum fee is \$120 p/m while the maximum is 1.72% of the value of your portfolio each year. For example for investments valued at \$200,000 the maximum ongoing fee would be \$3,440 pa. Flat Dollar Fees will be initially calculated based on these tiering percentages and indexed with CPI.</p> <p>The ongoing service fee may be collected monthly through the product issuer or paid directly by you via cheque. You and your adviser will discuss and agree an appropriate fee structure.</p> <p>The following options are available to pay for the financial advice you receive:</p> <ul style="list-style-type: none">• Fee for service deducted from your investment as a “one off” payment, annually or in instalments• Invoice directly for initial and ongoing advice• Commission by the financial product issuer(s) at the time you commence an insurance contract <p>Ongoing commission and allowances annually or in instalments from the financial product issuer(s), during the life of the insurance contract.</p> <p>Borrowed funds – if we recommend you acquire investments using borrowed funds then your ongoing fee will be a minimum of \$330 and a maximum of \$10,000 pa.</p>								



Representative Profile



How we charge for our services (cont)

All fees and commissions are inclusive of GST and the fees could be greater than those disclosed below in complex cases. In these instances, we will inform you of the exact fee payable promptly in writing.

Ad hoc advice	Where you do not wish to participate in an ongoing service fee arrangement but require ongoing advice on an ad hoc basis, an hourly fee of between \$165 and \$330 may apply.
Stamping fees	Where we receive stamping fees from issuer companies for raising capital or debt on behalf of that company, we will offset this payment against the cost of sourcing, allocating, coordinating the capital raising or debt on behalf of the company together with our advice to you. Generally this cost will be fully off-set by the handling fee paid by the issuer company.
Insurance products	<p>The relevant insurer will pay initial commission between 0% and 88% and ongoing commission between 0% and 33% of the annual premium for as long as you hold the product.</p> <p>Commissions are paid to us by the product provider and are not an additional cost to you.</p> <p><i>Alternatively, a fee for service arrangement can be arranged.</i></p>
Pre-existing arrangements	For existing clients already in an established commission arrangement, we may receive commission on investment products or margin lending products held. For investment products the relevant product issuer will pay initial commission between 0% and 5.5% and ongoing commission between 0% and 0.88% of the value of your investments for as long as you hold the product. For margin loans the relevant product issuer will pay an ongoing commission between 0% and 0.88% of the outstanding loan balance. Commissions are paid to us by the product provider and are not an additional cost to you.
Execution Only Service	Where we provide a financial service to facilitate buying or selling of a specific financial product as instructed by you, a one-off minimum of \$165 and a maximum of \$330 fee may apply.



Representative Profile

Referrals

At present we do not have any referral arrangement in place to pay a third party referrer a referral fee, commission or other benefit. If this changes, we will make you aware of this prior to providing advice, or further advice, to you.

Referrals to a third party

We have referral arrangements in place with third party providers. If we refer you to one of these providers we may receive a payment, fee, commission or other benefit from those providers.

Details of these arrangements are set out in the table below and specific details of any referral payments we may receive will be provided in our advice documents to you. Alternatively, you can request further details about our referral arrangements prior to us providing you with financial advice.



Table - Details of referral arrangements in place:

Name of referral partner	Services	Payment we will receive for referral	Example
DO Financial	Mortgage Broking	<p>Upfront: Lenders pay between 0.55% - 0.77% inc GST of the loan amount</p> <p>Trail: Minimum amount of trail is 0% per annum of the loan amount paid monthly and maximum is 0.33% annual inc GST of the loan amount paid monthly</p>	<p>If Do Financial implement a loan of \$350,000, we would receive the following benefit:</p> <p>Upfront: Between \$1,925 - \$2,695</p> <p>Trail: Between \$0 - \$1,155.</p>

Please note that Godfrey Pembroke Limited is not responsible for the advice and services provided by these providers.





Representative Profile



GODFREY PEMBROKE



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Managed Discretionary Account Services

Godfrey Pembroke Limited offers Managed Discretionary Account (**MDA**) Services through an agreement with clients called a MDA Contract.

By accepting the terms of a MDA Contract you will be granting your adviser an authority to take action on your investment portfolio (eg, buy or sell investments) without first consulting you.

This will change the nature of the adviser-client relationship.

Normally, your adviser provides you with advice and recommendations supported by research or other information to assist you to make an informed decision on those recommendations. Your adviser then implements whatever action you decide to take.

If you accept the terms of an MDA Contract, you will, to some degree depending on the limitations/restrictions detailed in the MDA Contract, provide your adviser with the authority to make decisions on your investment portfolio and to implement investment transactions without consulting you.

You may give instructions to your adviser that on how rights relating to the financial products in your investment portfolio are to be exercised by providing those instructions to your adviser in writing

The decision to surrender full or partial control of your investment portfolio to your adviser is an important decision.

You should not accept the terms of a MDA Contract provided by your adviser unless you are confident that he/she has a clear understanding of your circumstances, needs and objectives.

The significant risks of accepting the terms of a MDA Contract provided by your adviser are:

- Your adviser may make investment decisions that you disagree with. Provided your adviser's actions are within the law and the scope of the authority you have granted and the adviser has acted efficiently, honestly and fairly, you will have no right of recourse.
- This means that you will have to accept the tax consequences, transaction costs and any capital loss resulting from any transaction validly executed by your adviser and any "reversal" of that transaction that you may request.
- If you do not promptly inform your adviser of any changes in your situation, needs and objectives, there is a risk that your adviser may make inappropriate investment decisions.

You may only enter into a MDA Contract where your investment portfolio is held via a regulated platform such as an investor directed portfolio service (IDPS), IDPS-like scheme, superannuation wrap or master trust. The assets that will be managed under the terms of your MDA Contract will be held as part of your account on the relevant platform, and the MDA services does not include custodial or depository services.



Representative Profile



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You must enter into the MDA Contract provided by your adviser before he/she can provide you with MDA services. Your MDA Contract will include an Investment Program prepared by your adviser that complies with Division 3 of Part 7.7 of the Corporations Act, and that will contain:

- Statements about the nature and scope of the discretions your adviser will be authorised and/or required to exercise under the MDA Contract and the investment strategy that is to be applied in exercising those discretions;
- Information about any significant risks associated with the MDA Contract;
- The basis upon which your adviser considers the MDA Contract to be suitable for you; and
- Warnings that the MDA Contract:
 - May not be suitable to you if you have provided limited or inaccurate information relating to your relevant personal circumstances; and
 - May cease to be suitable if your relevant personal circumstances change.

Note that your adviser will exercise, on your behalf, all rights that relate to your portfolio arising from corporate actions and communications about your portfolio assets.

Your adviser will be responsible for reviewing the suitability of the MDA Contract (including the Investment Program that forms part of it) to your relevant personal circumstances at least once every thirteen (13) months, unless the MDA Contract is terminated earlier.

Fees and Costs

The table below shows the fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the assets managed in connection with the MDA services.

You should read all the information about fees and costs because it is important to understand their impact on your investments managed in accordance with the MDA services.

Managed Discretionary Account		
Type of fee or cost	Amount	How and when paid
Fees when your money moves in or out of the managed investment product		
Establishment fee The fee to open your investment	Nil	Not applicable
Contribution fee¹ The fee on each amount contributed to your investment	Nil	Not applicable
Withdrawal fee¹ The fee on each amount you take out of your investment	Nil	Not applicable
Exit fee¹ The fee to close your investment	Nil	Not applicable



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Management costs		
The fees and costs for managing your investment ¹		
MDA advice fee	Nil	Not applicable
Service fees²		
Switching fee	Nil	Not applicable
The fee for changing investment options		

This fee includes an amount payable to an adviser.

2. Whilst we do not charge an MDA Advice fee for the service. Please refer to the **How we charge for our services section** for any other fees that may be incurred on your portfolio.

Example of annual fees and costs for your portfolio

This table gives an example of how the fees and costs for your portfolio can affect your investment over a 1 year period. You should use this table to compare this product with other similar investment products.

EXAMPLE — MDA service		BALANCE OF \$50 000 WITH A CONTRIBUTION OF \$5 000 DURING YEAR
Contribution Fees	Nil	For every additional \$5,000 you put in, you will be charged \$0 .
PLUS Management Costs	MDA advice fee	And, for every \$50,000 managed under the MDA service, you will be charged \$0 each year. Other Advice Fees may apply as agreed.
EQUALS Cost of MDA service		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees of \$0 . What it costs you will depend on the investment option you choose and the fees you negotiate.

This example is illustrative only and fees and costs may vary for your actual investment. This example **only shows the fees and costs that relate to receiving the MDA services**, which can only be received in connection with your platform account. The example does not include the fees and costs of the underlying investments acquired through that platform. Additional costs will be charged by the issuers of the products that may be acquired as part of your MDA service via your platform account. Refer to the disclosure document for your platform for an explanation of the fees payable in connection with your platform account.