

Financial Services Guide

This Financial Services Guide (“**FSG**”) dated 18 August 2022 is issued by First Mutual Australia Pty Ltd (“**First Mutual**”) ACN 154 012 085 Australian Financial Services Licence no. 423 710

This Financial Services Guide is designed to assist you in determining whether to use any of the services offered by First Mutual and/or its Authorised Representatives.

This guide contains information about:

- First Mutual, who, as the Licensee, is responsible for the financial service,
- Your financial adviser,
- The financial planning services and products your financial adviser can provide,
- How First Mutual, your financial adviser and other related parties are paid for the financial planning services provided to you,
- Any associations or relationships that could create potential conflicts of interest,
- Details of who to contact should you have a complaint.

Authorised Representative Profile

This Financial Services Guide must be read in conjunction with the Authorised Representatives Profile (“**ARP**”) later in this document, as it forms part of this Financial Services Guide. It provides detailed information about your financial adviser such as their contact details, referral sources and the types of financial products they can advise and deal in.

Please retain both the Financial Services Guide and the Authorised Representatives Profile for your reference and any future dealings with First Mutual.

Lack of Independence.

You need to be aware that your adviser cannot be considered as independent, impartial or unbiased, as they may receive commissions as detailed on page 3 of this Guide.

Other Documents you Might Receive

You might receive the following documents to help you make an informed decision on any financial strategy or financial product.

Statement of Advice

The personal advice provided to you will be defined in a Statement of Advice (“**SoA**”). The Statement of Advice will deliver personal advice, the basis on which it is given, fees, commissions and information on relevant associations.

The Statement of Advice provides initial advice - any subsequent advice may be provided in the form of a Record of Advice (“**ROA**”), a statement of additional advice or other documentation.

Where further advice is provided that involves a significant change you will be provided with a Statement of Advice. Where further advice is provided that does not involve a significant change your adviser will make a Record of the Advice. You may make a request for a Record of Advice at any time.

Product Disclosure Statement

You will receive a Product Disclosure Statement (“**PDS**”) if your adviser has provided advice on a particular product. A Product Disclosure will contain the key features of the financial product, significant risks and benefits, and fees associated with the financial product.

Who is First Mutual?

First Mutual is registered in Australia and holds an Australian Financial Services Licence (“**AFSL**”) No. 423 710 issued by the Australian Securities and Investment Commission (“**ASIC**”). First Mutual conducts business through financial advisers appointed as Authorised Representatives under its AFSL.

Who is your Financial Adviser?

Your financial adviser is the authorised representative listed in the Authorised Representative Profile section of this Financial Services Guide.

Financial Services and Products Available

First Mutual’s financial advisers can offer a range of insurance, investment, superannuation and retirement strategies and products.

First Mutual maintains an Approved Products List (“APL”) containing financial products that have been researched by one or more external Research houses. A copy of the APL can be supplied to you upon request.

First Mutual’s financial advisers act for you and not for any life insurance company, fund manager or bank.

What advice is available to you

First Mutual can provide advice and strategies on the following, but not limited to:

• Savings & wealth creation	• Superannuation	• Self-managed superannuation
• Centrelink	• Financial management	• Pre-Retirement
• Estate planning	• Salary packaging	• Investment
• Retirement	• Financial protection & insurance	• Business succession

Initial Services that may be Provided

The initial services that may be provided are:

- Identification of your financial goals and objectives
- Collection and analysis of your existing personal and financial situation
- Investigation and consideration of possible financial planning strategies and products that will assist you to meet your goals and objectives
- Presentation of a written recommendation, referred to as a Statement of Advice (SoA)
- Implementation of your strategy

Ongoing Services that may be Provided

The ongoing services that may be provided are:

- Revision of your personal and financial situation at suitable, agreed intervals
- Discussion of whether our recommendations remain appropriate, should your personal circumstances or the legislative environment change
- Implementation of any recommendations made as part of our ongoing service to you

You and your financial adviser may agree in writing on a more extensive ongoing service.

What Services Cost and How they are Paid

All fees and remuneration are payable to First Mutual in the first instance. First Mutual and your financial adviser can be paid by fees or commissions, or a combination, for both the initial and ongoing service and/or the implementation of the products selected.

Your financial adviser will discuss and agree both the rate and method of payment with you before any financial services are provided. Where you receive personal advice, your Statement of Advice (“SoA”) will detail all remuneration and other benefits associated with the advice.

First Mutual will retain up to 9% of monies paid to it and forward the balance to your financial adviser. For example, if First Mutual receives \$100, First Mutual will retain up to \$9 and pay up to \$91 to your financial adviser. Your financial adviser may also pay First Mutual a fixed monthly service fee of up to \$625, which may be offset against their entitlement to fees and commissions.

Below is a guide as to how fees and commissions may be charged. Michael Carmody will provide you with a Statement of Advice, which will outline his fees and commissions. All fees, and commissions will be discussed and agreed with you prior to commencing any work. You will be provided with an initial meeting for which there may be no charge. Further meetings and the preparation and implementation of Financial Advice will be charged by either one or a combination of two methods:

Fees

Fees may be either a fixed rate fee or based on an hourly rate or a combination of both and will reflect the complexity of your personal situation and the time and effort in our work for you.

1. **Fee for Service:** You may be charged a flat fee for the initial advice and preparation of a Statement of Advice or charged on an hourly rate for the services provided, as agreed with your adviser. The fee will be based upon the complexity of the situation and will need to be specifically quoted and approved. You will be invoiced directly for these fees and will need to pay First Mutual directly or these fees can be deducted from your investments.
2. **Ongoing Fees:** You may be charged a flat fee for the ongoing service delivery or charged on an hourly rate for the services provided as is agreed, quoted and approved prior to the delivery of the service.
3. **Other Fees:** Financial product providers may pay a commission directly to First Mutual. Commissions may be
 - Upfront – generally a once off payment made when new business is placed or additional contributions are made to a financial product.
 - Ongoing – paid on an ongoing basis whilst you hold the product.

Commissions

First Mutual (on behalf of your Financial Adviser) may be paid initial commissions by product issuers in association with the placement of the recommended products. Ongoing commissions may be paid for as long as you hold the product.

After First Mutual has recovered its agreed fees each month it then pays Viva Wealth Pty Ltd up to 92% of all commissions and fees received. From this Viva Wealth Pty Ltd funds the costs associated with operating their business, including paying Michael Carmody a salary and bonuses if applicable.

Commissions may vary depending on the circumstances, however, may be up to 5% initial and 2% ongoing of the amount for investment products, up to 10% initial of the amount for MIS (agribusiness) products, and up to 66% initial and 22% ongoing of the premium for life insurance products. Where level commission on insurance products has been selected, the rates are 30% for the first year and 30% annually thereafter. For example, for an investment of \$10,000 in a product whose product issuer pays 5%, First Mutual will receive in the first instance an initial amount of \$500.

The following is a guide to how commissions are paid.

Investment	Implementation Fee	Up to 5% of the initial investment (exc. GST)
	Professional Ongoing advice fee:	Up to 2% of the account balance (exc. GST)
Personal Insurance	Initial commissions	Up to 66% of the initial annual premium (less policy fees, stamp duty and GST) Level Commission: 30% first year
	Ongoing commissions:	Up to 22% of the ongoing annual premium (less policy fees, stamp duty and GST) Level Commission: 30% annually

Your adviser and/or First Mutual may agree to one of the following:

- a) Refuse to receive these commissions
- b) Rebate these commissions to your account
- c) Use these commissions to offset some of your agreed plan fee, or
- d) Receive these commissions in place of a plan fee.

Referral Fees

If a third party referred you to us, we may forward referral payments or commissions to the third party. These amounts do not involve additional costs to you and will be disclosed in your STATEMENT OF ADVICE. All Fees and Commissions are subject to GST.

Other benefits Product Providers give First Mutual or your Financial Adviser

Some product providers may give First Mutual or your financial adviser non-commission benefits such as entertainment or sponsorship. Both First Mutual and your financial adviser maintain a Register in line with industry standards to document any alternative forms of payment received. These registers are publicly available and must be provided within 7 days after request.

First Mutual has No Relationships or Association with Issuers of Financial Products.

First Mutual and your Financial Adviser do not have any relationships nor associations with any suppliers of products that might be recommended, other than relative to the direct supply of their products.

Information to provide to receive personal advice

Your financial adviser will complete a Client Questionnaire or Fact Find with you, which will record your personal objectives, lifestyle goals, details of your current financial situation and any other relevant information. The information obtained will be assessed by your financial adviser to assist them in providing appropriate advice. You may withhold personal information, but this might compromise the appropriateness of the advice you receive.

You should carefully read any warnings contained in the client questionnaire and STATEMENT OF ADVICE before making any decision relating to a financial strategy or product.

How to Give Instructions about your Financial Products.

You may specify how you would like to give us instructions. For example, you may nominate to instruct us to act by telephone, fax email or other.

Information maintained in Your File – Your Right to Access It

Your financial adviser will maintain a record of your personal information including details of your objectives, financial situation, any recommendations made to you and Tax File Numbers if they are specifically needed to be passed to Superannuation or Investment Funds or Insurers.

If you wish to examine your file, please ask your financial adviser and they will make arrangements for you to do so.

First Mutual and your financial adviser are committed to complying with a privacy policy to protect the privacy and security of your personal information.

Privacy Policy

OUR COMMITMENT

It is recognised that privacy is very important to most people, and it is therefore appropriate to define how we deal with personal information.

It is intended that this Statement will address any potential concerns you may have about how personal information about you is collected, held, used, corrected, disclosed and transferred.

Our day-to-day roles involve utilising personal information provided by and about people. Personal Information in this context is generally information about or an opinion of a person whose identity is apparent or can reasonably be determined.

We are bound by the *Australian Privacy Principles (APPs)* set out in Australia's *Privacy Amendment (Enhancing Privacy Protection) Act 2012*, which amends the *Privacy Act 1988*.

Our aim is to both support and ensure that we comply with, the APPs that form the basis of laws introduced to strengthen privacy protection for the Australian public. The following information is a summary of our obligations under the APPs.

COLLECTION

In the course of our activities we collect and hold personal information such as clients attitudes, situations and need. We collect such information from client discussions and questionnaires.

The main purposes for collecting that personal information is to assess how the services we provide may best suit the people that the information relates to.

We only collect personal information

- That is necessary for one or more of our business functions and activities
- By lawful and fair means, without being unreasonably intrusive
- About you, from you.

Wherever it is lawful and practicable, we will give you the option of not identifying yourself or not providing personal information when entering transactions with us. However, failure to provide full and complete information requested may mean that we are unable to provide services to you fully and properly.

We will take reasonable steps to keep it accurate, complete and up-to-date.

SECURITY

We will take all reasonable steps to protect personal information from misuse and loss, and destroy or permanently de-identify personal information no longer needed.

USE AND DISCLOSURE

We will only use your personal information for the main purpose it was needed, except where you consent to us using that personal information for another purpose, where the other purpose is related to the main purpose, and you would reasonably expect us to use the personal information for that other purpose, it is permitted or required by law, or we reasonably believe it is necessary on health or public safety grounds to use the personal information for another purpose.

In order to fulfil the above we may provide access to third parties with whom we have a business relationship, for example those who maintain and update our database, or assist with mail-outs, etc.

Where practicable we will seek your consent before we use your personal information for any direct mailing - but tell us at any time if you do not wish to receive further direct marketing material.

Note: We do not release any information overseas.

ACCESS AND CORRECTION

If you request it we will tell you what personal information we hold about you and/or provide copies or a summary of relevant documents - whatever is most appropriate in the circumstances. (Any charge made for access will be reasonable.)

Please note that we are not required to provide access to personal information in various situations, for example where a request is frivolous, or would pose a threat to health or public safety, unreasonably interfere with another person's privacy, or be a breach of the law. You will be advised of the reasons if access is refused.

We will take reasonable steps to correct data where you advise that the personal information is inaccurate.

IDENTIFIERS

We will not adopt any identifiers that you may provide, such as TFNs, Medicare numbers etc.

Compensation Arrangements

First Mutual holds Professional Indemnity ("PI") Insurance cover for the activities covered under its AFS Licence. The limit of the indemnity is \$3 million for any one claim and in the aggregate for all claims arising out of its AFS licence activities and believes that the Professional Indemnity cover satisfies the requirements for compensation arrangements under s. 912B of the Corporations Act 2001.

If you have a Complaint

If you have any complaints about the services provided by First Mutual or its representative/s, please:

- Contact your First Mutual adviser and advise them of your complaint **and**
 - Email your complaint to First Mutual's Compliance Manager via compliance@firstmutual.com.au or in writing.
- First Mutual will work to resolve your complaint quickly and fairly.

If an issue has not been resolved to your satisfaction you may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. First Mutual is a member of this service.

AFCA contact details are:

Website: www.afca.org.au

Telephone: 1800 931 678 (free call)

Email: info@afca.org.au

In writing to: Australian financial Complaints Authority, GPO Box 3, Melbourne Vic 3001

First Mutual has authorised Michael Carmody and Viva Wealth Pty Ltd to provide you with this FSG.

Authorised Representative Profile

AFS Licensee:	Name	First Mutual Australia Pty Ltd
	ABN	42 154 012 085
	AFSL	423 710

The Corporate Authorised Representative is:	Name	Viva Wealth Pty Ltd ATF Viva Business Trust
	ABN	67 596 749 455
	AR No	1244970

The Authorised Representative is:	Michael Troy Carmody as Director of Viva Wealth Pty Ltd ATF Viva Business Trust and as Authorised Representative no. 306576
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Contact Details of Authorised Representative	Business	Suite 8, Lev. 3 30-34 Charles St, South Perth WA 6151
	Postal	PO Box 124 Applecross WA 6953
	Phone	08 6381 0112
	Mobile	0467 207 299
	Email	michaelc@vivawealth.com.au

Authorities and Limitations

Michael Carmody, as an Authorised Representative, is Authorised to advise on the following:	• Deposit Products
	• Government Debentures, Stocks and Bonds
	• Life Insurance (Risk and Investment Products)
	• Securities
	• Retirement Savings Accounts
	• Superannuation - all
	• Interests in Managed Investment Schemes including Investor Directed Portfolio Services (IDPS)

Michael Carmody is Not Authorised to provide advice in relation to:	• Derivatives
	• Managed Discretionary Accounts

Please note that Michael Carmody is a qualified tax relevant provider, and so it is appropriate for them to show tax calculations in a Statement of Advice.