

EVANS &  
PARTNERS

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# Financial Services Guide

November 2023

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[EANDP.COM.AU](http://EANDP.COM.AU)

## **Not Independent**

Disclosure of Lack of Independence required under section 942B(2)(fa) of the Corporations Act.

Evans and Partners Pty Ltd ('EAP') is not independent, impartial or unbiased (which are restricted words or expressions under the Corporations Act) because EAP, its representatives, associates and/or affiliates may receive monetary benefits in connection with the provision of personal advice to retail clients, are generally restricted to recommending financial products from our Approved Product List and have associations and/or relationships with issuers of financial products which could reasonably be expected to influence the advice provided. For further information regarding our relationships and associations and how we are remunerated, please refer to section 15 titled "Relationships and Associations" and section 16 titled "Remuneration and other benefits" within this Financial Services Guide.

Please note that notwithstanding the statement above, if you are a retail client and we give you personal advice, we have a duty to act in your best interests and prioritise your interests, and are obliged to provide you with appropriate advice.

### **Evans and Partners Pty Ltd**

ABN 85 125 338 785

AFSL 318075

Trading Participant of ASX and Cboe

A member of the E&P Financial Group Limited (ACN 609 913 457) group of companies.

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## 1. Glossary of Terms

### ASX Clear

ASX Clear Pty Limited, ABN 48 001 314 503.

### Adviser

Your Evans and Partners financial Adviser.

### Asset based fee

A fee, excluding brokerage fees, for providing financial product advice to the extent that the calculation of the fee is dependent upon the amount of funds used or to be used to acquire financial products.

### ASX

ASX Limited ABN 98 008 624 691 or the financial market operated by it, as the context requires.

### Cboe

Cboe Australia Pty Ltd ABN 47 129 584 667 or the financial market operated by it, as the context requires.

### Corporations Act

The Corporations Act 2001 (Cth).

### Evans and Partners, EaP

Evans and Partners Pty Ltd, ABN 85 125 338 785; AFSL No 318075.

### FinClear

FinClear Services Pty Ltd ABN 60 136 184 962 AFSL No. 338 264.

### IAS

Investment Administration Services Pty Limited, ABN 86 109 199 108; AFSL No. 284316.

### Managed Accounts, Evans and Partners Managed Accounts, MDA

Evans and Partners Managed Accounts ARSN 128 111 857 a registered managed investment scheme of which The Trust Company (RE Services) is the responsible entity and that is available to EaP clients under arrangements between EaP and The Trust Company (RE Services).

### MSAS

Margaret Street Administration Services Pty Ltd, ABN 63 163 681 678, a corporate authorised representative of IAS (CAR No. 440581).

### Ongoing Fee Arrangement

An arrangement (where personal advice is given to you) that you make with EaP or your Adviser to pay fees for services that we provide to you on an ongoing basis for a period of more than 12 months.

### Opt-in Code

Opt-in Code means a code of conduct as approved by ASIC for the purposes of section 962CA of the Corporations Act.

### PDS

Product Disclosure Statement.

### Quoted

Refers to financial products that are, or will be, quoted on an exchange (such as ASX or Cboe).

### The Trust Company (RE Services)

The Trust Company (RE Services) Limited ABN 45 003 278 831 AFSL 235 150.

### We, us or our

Evans and Partners.

### Xplore

Refers to MSAS and IAS collectively.

## 2. Purpose and content of this Financial Services Guide

This Financial Services Guide (FSG) is an important document. You should read it carefully and make sure you understand it.

This FSG:

- (a) is provided by Evans and Partners;
- (b) was prepared on and is dated November 2023 and is made up of a number of equally important sections. Each of those sections is listed in the table of contents above;
- (c) was prepared to inform you about:
  - (i) who we are;
  - (ii) the services we provide;
  - (iii) the remuneration that may be paid to us and other persons in relation to the financial services we provide;
  - (iv) the relationships and associations we have; and
  - (v) how complaints against us are dealt with; and
- (d) is intended to assist you in deciding whether or not to use the services which we provide as described in this FSG.

## 3. Who is Evans and Partners

Evans and Partners has been established as an Australian investment house that provides a broad range of investment, advisory and execution services to a diversified client base of private and institutional investors.

Evans and Partners is a Trading Participant of ASX and Cboe and is the holder of an Australian Financial Services Licence (AFSL) authorising it to provide the financial services described below in section 5.

Our contact details are as follows:

Evans and Partners Pty Ltd  
ABN 85 125 338 785 AFSL No 318075

Mayfair Building  
171 Collins Street  
Melbourne VIC 3000

P 1300 069 436

Email [info@eandp.com.au](mailto:info@eandp.com.au)

Web [eandp.com.au](http://eandp.com.au)

#### 4. Providing information to you

The email address supplied to Evans and Partners may be used to provide information about your account and financial products/ services offered by Evans and Partners. Information for the purpose of this section may include important disclosure documents, such as a Statement of Advice, PDS or FSG.

Evans and Partners may also use other digital delivery methods to provide information to you, such as via a secure online website or by providing a link to a web address. If you do not want to receive information via digital delivery methods please notify your Adviser.

#### 5. The services and products we can provide

##### 5.1 Financial product advice

Our Australian Financial Services Licence authorises our representatives to provide advice in the following financial services and financial products:

- basic deposit products;
- non-basic deposit products;
- derivatives;
- foreign exchange contracts;
- government debentures, stocks or bonds;
- interests in managed investment schemes including investor directed portfolio services and MDA services;
- securities;
- standard margin lending facilities; and
- superannuation

to both Wholesale and Retail Clients.

##### 5.2 Dealing in financial products

###### Authorisation

Our Australian Financial Services Licence authorises our representatives to deal (including arranging to deal) in the following financial services and financial products:

- basic deposit products;
- non-basic deposit products;
- foreign exchange contracts;
- derivatives;
- government debentures, stocks or bonds;
- interests in managed investment schemes including investor directed portfolio services and MDA services;
- securities;
- standard margin lending facilities; and
- superannuation

on behalf of both Wholesale and Retail Clients.

We are also authorised to issue interests in MDA Services.

Evans and Partners is a Trading Participant of ASX and Cboe and provides services in relation to the execution of transactions in financial products quoted on both markets.

Clients are able to effect transactions in quoted financial products by communicating an order to Evans and Partners.

If your order relates to the purchase of a warrant or a partly paid security, you will be required to enter into a warrant client agreement and/or partly paid securities client agreement with Evans and Partners before we are able to execute the transaction for you.

If your order relates to an exchange traded option or other derivative, you will be required to enter into a derivatives client agreement with FinClear before we are able to arrange for FinClear to execute the transaction for you.

##### 5.3 Best execution

As a Participant of both ASX and Cboe Australia, Evans and Partners has an obligation to obtain the best outcome for its clients when handling or executing client orders to buy and sell equity market products. This section sets out how Evans and Partners meets its best execution duty.

###### Best Outcome – Retail Clients

For Retail Clients, we will take reasonable steps to obtain for you the best total consideration in respect of your order, where total consideration means:

- (a) (Buy Order) the purchase price paid by the client (unit price multiplied by volume), plus transaction costs; and
- (b) (Sell Order) the sale price received minus transaction costs.

Transaction costs include execution costs (including brokerage) as well as clearing and settlement costs.

###### Best Outcome – Wholesale Clients

For a Wholesale Client, obtaining the best outcome for your order(s) includes considerations such as:

- the price of the equity market product;
- transaction costs (such as brokerage) or other costs including
- clearing and settlement costs;
- speed of execution;
- order size and likelihood of execution;
- available order books/markets;
- market conditions; and
- any other factor which we consider relevant.

###### Client Instructions

We will apply our Best Execution Policy set out in this document in relation to orders that we receive from you and

execute on your behalf. However, you may provide us with different instructions in relation to an order, on an order by order basis (Specific Instructions) or on an ongoing basis (Standing Instructions - available to Wholesale Clients only) in relation to such matters as:

- speed of execution;
- obtaining execution certainty;
- choice of market (where available); and
- minimising market impact.

### **Specific Instructions**

Where you provide us with a Specific Instruction in relation to an order, we will take reasonable steps to satisfy your instructions. To the extent that Specific Instructions do not deal with all aspects of execution, we will apply this Best Execution Policy in handling your order. Where you wish to provide us with Specific Instructions, we require that instruction to be clear and unambiguous as well as in writing (whether that be printed or in electronic form, such as an email). To the extent that your Specific Instructions do not satisfy these requirements, we will execute your order(s) by applying this policy and taking reasonable steps to achieve the best total consideration or best price, as applicable.

### **Standing Instructions**

If you are a Wholesale Client you can provide us with a Standing Instruction regarding how we are to treat your orders, including instructions to opt-out of our Best Execution Policy. Such instructions must be provided to us in writing and will not take effect until they are confirmed back to you by an Evans and Partners representative. Retail Clients cannot provide us with Standing Instructions with respect to their orders (but may wish to provide with Specific Instructions per above). If you are a Wholesale Client and provide us with Standing Instructions regarding how we are to manage your order(s), we will periodically review those instructions to ensure that they remain valid and appropriate for you. Note that where you provide us with instructions that are inconsistent with us obtaining the best outcome for you, Evans and Partners must take reasonable steps to handle and execute the order(s) the subject of those instructions in a way that satisfies them and, as a result, may not achieve the best available outcome for you.

### **Execution Venues/Order Books**

Evans and Partners is able to execute orders of ASX listed securities on the following order books:

- ASX TradeMatch (ASX Central Limit Order Book);
- ASX CentrePoint; and
- Cboe Australia.

### **How we handle your order**

Evans and Partners utilises a smart order router which directs orders to an available order book in accordance with the current routing policy, or in accordance with your

directions where you have provided us with Specific or Standing Instructions. Generally, we place the most emphasis on achieving the best available price for you at the time of order placement (subject to any Specific or Standing Instructions you have previously given us). In some circumstances, (for example, where your order may be advantageously consolidated or matched with another order with the same attributes), we may seek to fill orders through other matching mechanisms, such as:

- Block Trades;
- Large Portfolio Trades;
- Trades with Price Improvement;
- Permitted Trades during the Post-Trading Hours Period;
- Permitted Trades during the Pre-Trading Hours Period; and
- Out of Hours Trades.

### **Evidence of Best Execution, Review and Updates**

On receipt of a reasonable request, we will provide you with evidence that your order has been executed in accordance with our Best Execution Policy. On receipt of such a request we will advise you of the estimated time to provide the necessary information. Evans and Partners will periodically review and monitor its Best Execution procedures, practices and connections to other execution venues. Where appropriate, we will review and make changes to our Best Execution Policy, and related policies. Whenever a material change to this Policy occurs we will notify you by posting the updated Policy on our website at [www.eandp.com.au](http://www.eandp.com.au).

## **5.4 Evans and Partners Private Wealth Services**

### **Investment Reporting**

Where you engage us to provide personal advice, your Adviser will formally review your portfolio periodically (at agreed intervals) in consultation with you as part of our ongoing commitment to providing you with advice specific to your own investment objectives, timeframe, tolerance for risk and other requirements.

### **Investment Strategy Briefings**

Our clients will be given the opportunity to attend investment strategy briefings from time to time with our Head of Research and other analysts where appropriate.

### **Online Reporting**

Evans and Partners clients have access to a selection of reports through the Evans and Partners website and dedicated smartphone and tablet apps.

## **5.5 Evans and Partners Portfolio Service**

The Evans and Partners Portfolio Service gives you access to an administration and tax reporting service to complement the advice provided by your Adviser. This is an optional extra service that is available to you if you pay

a fee based on a percentage of the value of assets under management. The annual tax report prepared as part of the Evans and Partners Portfolio Service provides a summary of income and distributions received from your portfolio as well as a summary of realised and unrealised capital gains. Our reports are designed to help you and your tax Adviser efficiently manage capital gains tax events.

The additional services available in the Evans and Partners Portfolio Service include:

### **End of Financial Year Tax Reporting**

Your reports will also provide useful tax information including capital gains tax information, income reporting and portfolio performance reporting. Our reports are designed to help you and your tax Adviser efficiently manage year-end tax compliance.

### **Enhanced Online Reporting**

Our Portfolio Services clients will receive additional features on their online reporting platforms:

- enhanced portfolio valuation;
- access to capital gains tax information, including realised and unrealised reports;
- income transactions; and
- cash transactions for linked cash accounts.

### **Mailbox service**

The Evans and Partners Portfolio Service is not a custodial service - all assets are retained in the name of the investing entity. However, it does provide a mailbox service where all mail relevant to your portfolio will be collected on your behalf with retained copies of all correspondence relating to your Investments. Corporate actions will be actioned in accordance with your instructions and lodged with the relevant security registries. Banking instructions for dividends will be provided to security registries as will Tax File Numbers. This will result in a reduction in the time you spend on administering your portfolio, allowing you and your Adviser to focus instead on investment strategy and execution.

Further information on the Evans and Partners Portfolio Service can be found in Schedule 1 of the Evans and Partners Terms and Conditions.

## **5.6 Evans and Partners Managed Accounts**

Evans and Partners Managed Accounts is a registered managed investment scheme ARSN 128 111 857 that enables investors to select and invest in model portfolios constructed by Evans and Partners. The Trust Company (RE Services) is the responsible entity of the scheme and issuer of interests in the scheme. The Trust Company (RE Services) has appointed Evans and Partners as a distributor.

If you invest in one or more model portfolios through the Evans and Partners Managed Accounts, you will have the benefit of an administration and reporting platform provided by MSAS together with a beneficial interest in assets that

are held on your behalf via a custodian and managed on a discretionary basis in accordance with the investment strategy of the relevant model portfolio(s) and in accordance with the advice/instructions given to The Trust Company (RE Services) by the investment manager of each model portfolio (which may include Evans and Partners).

Offers to invest in Evans and Partners Managed Accounts are made in the current PDS for Evans and Partners Managed Accounts.

We may receive Adviser Service Fees as disclosed in the PDS for advice given to you in connection with investments held in Evans and Partners Managed Accounts in the form of an annual percentage of the value of all or part of your Account as nominated by you or a fixed-dollar amount and Adviser Service Fees – FX for foreign exchange transactions. Evans and Partners may receive transaction fees and fees for acting as investment adviser for model portfolios as disclosed in the PDS and the investment menu for Evans and Partners Managed Accounts.

The PDS and Target Market Determination (TMD) can be obtained from Evans and Partners and should be considered before deciding whether to acquire or hold an interest in Evans and Partners Managed Accounts.

## **5.7 Investment and Portfolio Management Services**

Our investment and portfolio management services may include the administration and accounting of your self-managed superfund (SMSF) or personal portfolio, investment management and reporting, investment advice and periodic portfolio reviews.

## **5.8 Strategic Financial Advice**

To obtain strategic financial advice, you will pay us a fee for service, which may be ad hoc or ongoing in nature. Strategic financial advice and planning may cover such areas including:

- Consideration and implementation of appropriate tax-efficient investment structures;
- Construction of long-term strategies for wealth creation and retirement planning;
- Maximising the use of the superannuation environment to take advantage of any available tax concessions; and
- Development of wealth transfer strategies or estate planning strategies.

## **6. Who is your Adviser?**

Your Adviser is a representative of and acts on behalf of Evans and Partners.

Your Adviser has met the educational and continuous professional development requirements to be a Financial Adviser and will be listed on ASIC's public Financial Adviser Register.

## 7. When we give advice will you receive a written record?

When we give retail clients personal advice for the first time, a Statement of Advice may be issued to record the basis and rationale for our advice.

If we issue a Statement of Advice it should reflect our understanding of your personal circumstances, your investment goals and our views on specific investment products. The Statement of Advice will also include disclosure of potential conflicts of interest we may have in dispensing our advice.

Where you maintain your advisory relationship with Evans and Partners, a Statement of Advice is generally not provided for further advice situations provided that your personal circumstances and the basis for our advice are not significantly different from the relevant personal circumstances and basis for our advice prevailing at the time of our earlier advice. In this case, if we don't provide a Statement of Advice, you may still request a record of further advice, where we have not already given you one. To request a record of further advice, contact your Evans and Partners Adviser (see contact details above). You have 7 years to request a record of further advice.

In general we must provide you with the Statement of Advice the first time we provide you with personal advice about each type of financial product or when there has been a significant change in your personal financial circumstances.

If you want us to provide personal advice to you, it is imperative you provide us with all information regarding your financial situation, investment objectives and particular needs in response to our enquiries. Providing us this information will help us comply with our obligations to act in your best interests and to provide you with advice that is appropriate for you having regard to the scope of the personal advice you require. We also encourage you to notify Evans and Partners of any relevant new information or material changes in your circumstances so we can assess the appropriateness (or otherwise) of your prevailing investment strategy.

You have the right not to divulge information to your Evans and Partners Adviser, however, this may affect the ability of your Evans and Partners Adviser to give you appropriate advice. If you receive advice based on incomplete or inaccurate information regarding your personal circumstances, you should consider the suitability of the advice before acting on it.

## 8. Product Disclosure Statement (PDS)

If we give you advice in relation to investing in certain financial products such as managed funds, exchange traded options or superannuation products and you are a retail client, we must provide you with a PDS. The PDS contains information about the particular product including the features benefits, fees and risks associated with the product to enable you to make an informed decision regarding the investment. In some instances a prospectus may be issued rather than a PDS.

## 9. Transaction instructions

You may instruct us to transact on your behalf by telephone, email, letter, subject to the terms of any agreement with you relating to the nature of your instructions.

Evans and Partners will provide execution services for transactions in financial products executed through ASX or Cboe for our clients.

We have appointed FinClear to provide the following services to our clients:

- clearing services for transactions in securities and managed investment products executed through ASX or Cboe for our clients;
- execution and clearing services for transactions in all derivatives (such as Exchange Traded Options) executed through ASX for our clients;
- settlement services for transactions executed by, or on behalf of, our clients;
- sponsorship services; and
- nominee and other custody services for our clients.

If you require the above services to be provided, you will also need to become a client of FinClear. Evans and Partners will arrange for the provision of the FinClear FSG and any other disclosures which contain further information about the services provided by FinClear to you and the terms and conditions on which those services are provided.

In arranging for FinClear to provide these services to you, Evans and Partners will act as your agent, not as the agent of FinClear (although it may act as agent of FinClear in some limited respects such as the execution on behalf of FinClear of any agreement between you and FinClear).

## 10. Fee Disclosure Statements

If we give you personal advice and you enter into an Ongoing Fee Arrangement with EaP with respect to services to be provided to you in circumstances where fees are payable to us on an ongoing basis for a period exceeding 12 months, if required by law we will give you an annual fee disclosure statement that includes information required by law including:

- Information about the services you were entitled to receive, the services that you have received and the fees paid under the Ongoing Fee Arrangement during the previous 12 month period; and
- Information about the services you are entitled to receive and the fees required to be paid (or an estimate of such fees) with respect to these services during the upcoming 12 month period.

We will also ask you in writing, on an annual basis, whether you wish to renew your Ongoing Fee Arrangement for a further 12 months.



## 11. Bank Accounts

Where we are required to hold funds for you in our trust account we will retain any interest paid.

If authorised by you, funds may be transferred between your nominated cash accounts for the purposes of increasing the interest rate return, ensuring sufficient funds for settlement of transactions and other reasonable purposes. You have the right to withdraw your authorisation at any time.

## 12. How we handle complaints

If you have a complaint or concern about the service provided to you, please contact our Complaints Resolution Officer.

Once we receive your complaint, we will investigate the matter and endeavour to address it as quickly as possible.

For more details on the E&P Financial Group Complaints Handling Policy, please refer to our website or ask us for a copy.

### Complaints Resolution Officer

**Email** [complaints@eandp.com.au](mailto:complaints@eandp.com.au)

**P** +61 3 9631 9888

**F** +61 3 8610 1608

**Mail** PO Box 24394, Melbourne VIC 3001.

We expect that we will be able to completely resolve any issues you raise. If, despite our best efforts, you believe your complaint has not been satisfactorily dealt with, or if you have not received a response within 30 calendar days, you may wish to refer your complaint to an independent External Dispute Resolution Scheme:

### Australian Financial Complaints Authority

**Web** [www.afca.org.au](http://www.afca.org.au)

**Email** [info@afca.org.au](mailto:info@afca.org.au)

**P** 1800 931 678

**Mail** GPO Box 3, Melbourne VIC 3001.

If your complaint relates to a service provided to you by FinClear, we ask that you seek to have your complaint dealt with in the manner set out in the FinClear FSG.

## 13. Compensation arrangements/ Professional Indemnity Insurance

Evans and Partners has in place Professional Indemnity Insurance which Evans and Partners considers is adequate to meet the requirements of Section 912B of the Corporations Act (relating to Retail Client compensation arrangements) having regard to:

- the volume and types of business carried on by it, the number and types of its clients, the number of its representatives; and
- any particular or potential claims that may arise pursuant to our participation in external dispute resolution schemes, including the AFCA scheme.

The Professional Indemnity Insurance will cover claims in relation to the conduct of representatives/employees who no longer work for us but who were representatives/employees of Evans and Partners at the time of the relevant conduct.

## 14. In what capacity do we act?

In providing the services described in this FSG, Evans and Partners and FinClear are acting as principal, except in the following circumstances:

- when Evans and Partners gives you personal advice, it acts for you in accordance with the duties it has to you;
- when Evans and Partners executes a transaction (or arranges for a transaction to be executed) for a client, it acts as agent for the client;
- when FinClear clears a transaction executed through ASX or Cboe for a client, it acts as agent for the client, although it will owe the settlement obligations in respect of that transaction to ASX Clear as principal; or
- when The Trust Company (RE Services) arranges a dealing on the client's behalf it acts as the agent of the client.

## 15. Relationships and Associations

Entities associated with Evans and Partners include, without limitation the following entities; E&P SMSF Services Pty Limited (ABN 55 139 490 118) (E&P SMSF Services), E&P Funds Management Pty Limited (ABN 89 159 902 708, AFSL 450257), E&P Investments Limited (ABN 78 152 367 649, AFSL 410433), Orca Funds Management Pty Limited (ABN 29 619 080 045), Claremont Funds Management Pty Ltd (ABN 38 649 280 142), E&P Financial Group USA Inc, Dixon Projects LLC, US Select Asset Management, Inc., E&P Asia (HK) Limited (CE No. BPX011), E&P Investment Services Pty Limited (ABN 39 163 814 346), E&P Corporate Advisory Pty Limited (ABN 21 137 980 520, AFSL 338885), Australian Fund Accounting Services Pty Ltd (ABN 90 164 701 946) and New Energy Solar Manager Pty Limited (ABN 57 609 166 645).

We may provide financial product advice and execution services in conjunction with external financial planners. These external financial planners may be paid part of the fees we charge for our services provided we have no reason to believe that the remuneration is conflicted remuneration. The amount they receive is negotiated with each respective financial planning organisation.

Fund managers or other financial organisations may pay us commission for referring investors to them. We will advise you of the fees we receive from these relationships if they are relevant to your situation.

We may also have relationships with corporate issuers of financial products. We will advise you of these relationships when providing financial product advice, if we are permitted by law to do so.

We do not act as an agent of FinClear other than in providing to you the FinClear FSG and other disclosures about the services provided by FinClear as described in this FSG. We do not act as a representative of FinClear.

We have an agreement with MSAS in relation to the provision of mailbox services and IAS in relation to the investment management of certain model portfolios made available through Evans and Partners Managed Accounts. We also have an agreement with The Trust Company (RE Services) in relation to the provision of the badging and distribution of Evans and Partners Managed Accounts.

## 16. Remuneration and other benefits

### 16.1 General

Information about the remuneration (including commission) and other benefits received by EaP and its related bodies corporate and associates in relation to the services EaP may provide to you as described in this FSG are set out in this part of the FSG.

The fees quoted include GST (unless otherwise stated). We reserve the right to change these fees at any point in the future.

We recommend that you seek advice from a professional tax agent who can provide advice in relation to the tax deductibility of any fees that we charge.

If we provide you with personal advice, and our remuneration (including commission) and other benefits:

- (a) are calculable at the time the personal advice is given, the remuneration (including commission) and other benefits we receive on specific financial products to which the personal advice relates; or
- (b) are not calculable at that time, the manner in which that remuneration (including commission) and other benefits are to be calculated,

will be disclosed at the time the personal advice is given or as soon as practicable after that time.

If personal advice will not be given and we have provided only general information about the remuneration (including commission) or other benefits and how they are calculated, you may request particulars of the remuneration (or commissions) or other benefits that apply without personal advice being given within a reasonable time after you are given this FSG and before any financial service included in this FSG is provided to you.

Our services are provided to you on the terms and conditions that apply in relation to the provision of the relevant services.

### 16.2 How we are paid for our services

Generally, our remuneration takes the form of:

- brokerage which we charge investors when we buy or sell securities or other financial products for them;
- fees charged at a fixed rate for services provided;

- fees based on the value of an investor's funds under management;
- initial and ongoing commission paid to us by product and service providers, for referring investors to them; and/or
- other administrative, transfer and/or transaction related fees associated with the provision of our services.

More detailed information about the services we provide and the fees we charge with respect to those services and how our Advisers are remunerated are set out below.

In relation to the information below, in the case of retail clients to whom Evans and Partners gives financial product advice, Evans and Partners will ensure that any such fees could not reasonably influence any financial product advice given or that they are only paid or received in circumstances where an exemption applies to the prohibition on the payment or receipt of conflicted remuneration. For example, exemptions apply in relation to certain brokerage and stamping fees and extend to amounts EaP passes on to your Adviser (where applicable).

Our costs of providing certain services, including clearing and settlement costs, are governed by an agreement with FinClear. Certain costs payable under this agreement operate on a tiered structure which provides us with the benefit of a cost reduction based on the volume of transactions undertaken pursuant to the agreement. These costs and any reduction benefit received are with reference to all services provided by Evans and Partners, including those provided under this FSG.

To the extent that we give you financial product advice and our fees are asset based fees they will not be charged on borrowed amounts used to acquire assets in relation to which the fee is calculated (unless it is not reasonably apparent to us that an amount has been borrowed).

### 16.3 How our advisers are paid

Our financial Advisers are paid a salary and a variable component based on revenue. The variable component is determined by the level of fees received by Evans and Partners. As a general rule, our financial Advisers can receive between 0% and 60% of the fees Evans and Partners receives. Where representatives perform additional managerial roles, they may be eligible to receive additional remuneration based on their performance in their managerial role.

For some products and services, you may be requested to provide your consent for EaP to pass through to your Adviser a portion of the fees you pay to EaP.

### 16.4 Evans and Partners Private Wealth Transactional Service

Our transactional service provides clients with financial product advice that considers the client's objectives, financial situation and needs. For transactional clients our

standard brokerage rates for each purchase or sale of quoted financial products is a tiered percentage of the purchase or sale price, subject to minimum of \$125 (excluding GST). Our transactional service is also subject to a \$2000 (excluding GST) annual retainer, however it is negotiable at the family group level. The standard tiered percentage brokerage rates (excluding GST) per transaction are:

- 2.0% first \$50,000
- 1.5% next \$50,000
- 1.0% over \$100,000

Your Adviser will receive between 0% and 60% of the brokerage received by EaP.

### **16.5 Evans and Partners Private Wealth Portfolio Service**

The Evans and Partners portfolio service is charged on the basis of one or more of the following:

- an annual portfolio fee which is payable quarterly in arrears and calculated by references to the average daily value of your portfolio over the relevant quarter;
- fixed annual fee to be paid in equal quarterly instalments; and possibly

These fees are automatically deducted from the cash account that relates to your account. These fees are received by EaP and your Adviser will receive between 0% and 60% of this fee.

### **16.6 General Advice Service**

Our General Advice service provides advice that has not considered any of your personal circumstances. For General Advice clients our standard brokerage rates for each purchase or sale of listed securities is a flat 2.0% (excluding GST), subject to minimum of \$125 (excluding GST). Your Adviser will receive between 0% and 60% of the brokerage received by EaP. We may also provide you with an ongoing General Advice service (such as in conjunction with an SMSF accounting and administration service). You will pay an annual fee for such services in the same form(s) as outlined in section 16.9 below.

For details regarding general strategic advice services, please refer to section 16.10 below.

### **16.7 Other fees**

Other fees and charges may also apply in relation to the provision of our services, including but not limited to administration fees, tax administration fees, cash transfer fees, third party payment fees, mailed trade confirmation fees, fail and dishonour fees, interest on failed buys, stock borrowing fees, and off market transfers (OMT) fees (for quoted products). These fees may vary from time to time, and we will (where possible) notify you of these fees. Most are fixed fees and some may be tiered. More information will be provided to you in relation to them as described in clause 16.1.

If you establish a self-managed superannuation fund with E&P SMSF Services or move your self-managed superannuation fund to us and/or E&P SMSF Services, some or all of the following fees may be payable:

- a one-off establishment fee;
- an annual administration fee (which may be included as part of a service package);
- annual Australian Tax Office (ATO) charges; and
- annual ASIC charges and actuarial fees.

### **16.8 Evans and Partners Managed Accounts**

Investments in the Evans and Partners Managed Accounts are made in accordance with the current PDS for Evans and Partners Managed Accounts. The PDS can be obtained from Evans and Partners and sets out the various fees that EaP and your Adviser may receive.

### **16.9 Investment and Portfolio Management Service**

You will pay an annual fee for the investment and portfolio management services provided to you, which may take the form of:

- a fee charge at a fixed rate for the services provided; or
- a fee calculated as a percentage of the funds under management

(or part thereof) which will be no more than 2 percent and which may be subject to a minimum and maximum dollar amount.

The fee payable will depend on the services you require and the service package you agree to. We will provide you with a quote for the fees you will be required to pay including, where relevant, the method of calculating the fee before providing you with these services.

### **16.10 Strategic Financial Advice**

The fee payable for strategic financial advice is calculated with reference to the total work required and may take the form of any of the following fees:

- a fee charged at a fixed rate for services to be provided;
- a fee charged at an hourly rate for services provided; or
- a fee charged as a percentage of funds under management.

In each case, the total fee payable will depend on the nature of the advice that you require, whether you wish to engage us on an ad hoc basis or ongoing basis and various other factors such as:

- The time expectations for assisting and providing you with advice;
- The complexity of your situation;
- The scope or scale of the advice sought;

- The qualifications and experience of the professional advising you; and
- If necessary, the need to engage other professional or technical experts in the case of complex matters.

We will provide you with a quote for the fee proposed to be charged including, where relevant, the method of calculating the fee before undertaking the advice. Our Advisers provide personal strategic financial advice on a scaled advice basis.

If general strategic advice only is provided, you will be charged an amount for the general advice that will be determined based on the nature of the general advice and the seniority of the Adviser. You may request particulars of our fee structure within a reasonable time after being given this FSG and before any general advice is given to you. We also intend to provide you with a quote for our fee before any general advice is given to you.

### 16.11 Referral Arrangements

We also have an internal referral program in place in which eligible employees of the E&P Financial Group Limited (the parent company of EaP) group of companies may receive a referral fee of \$1,000 for new clients they refer to EaP who enter into an ongoing service arrangement with EaP. Where referral fees are paid to employees who have referred you to us, this will be disclosed to you in an SOA or otherwise in writing.

Eligible employees of EaP may also receive referral fees for referring you to another division within the E&P Financial Group. Where referral fees are paid to employees of EaP who have referred you to another division, this will be disclosed to you in writing by the E&P Financial Group entity receiving the referral.

EaP may refer estate planning services to Clear Law Pty Ltd (Clear Law), a member of the E&P Financial Group. If you receive estate planning advice from Clear Law, a fee will be charged by Clear

Law on a fee-for-service basis per hour, inclusive of GST. The fee will be payable immediately after the service is provided to you

and covers an appointment where we detail a comprehensive and individually tailored estate planning strategy for you. An additional fee is payable for drafting Wills, Powers of Attorney or other legal documents. This fee will be quoted to you in advance.

EaP may refer SMSF administration services to E&P SMSF Services, a related body corporate of EaP. If you establish an SMSF with E&P SMSF Services or move an SMSF to E&P SMSF Services, some or all of the following fees may be payable:

- a one-off establishment fee;
- an annual administration fee (which may be included as part of
- a service package);
- annual ATO charges; and

- annual ASIC charges and actuarial fees.

These fees (where applicable) will be provided to you during the account opening process.

### 17. Exchange Traded Options (ETOS)

The following fees and brokerage applies in respect of Traditional Service, Portfolio Service and General Advice clients.

ASX Clear charges a transaction fee of \$0.13 plus GST per share option contract. If you exercise a share option, ASX Clear charges an exercise fee of \$0.05 plus GST per contract. If you are assigned on an option position, ASX Clear charges a fee of \$0.05 plus GST per contract.

In the case of index options, ASX Clear charges a registration fee of \$0.45 plus GST per contract and an exercise fee of \$0.35 plus GST per contract.

Our brokerage rate (exclusive of GST) for the purchase or sale of ETO contracts is up to 2% of the consideration of the transaction with a minimum amount of \$150. Your Adviser will receive between 0% and 60% of the brokerage received by EaP.

### 18. Primary market issues of securities

When we lodge applications for investments in new issues of securities or other financial product which result in the securities or other products being issued, we may receive fees from the issuer. These fees will be disclosed in the offer document, prospectus or PDS issued by the issuer. Your Adviser will receive between 0% and 60% of any fees received by EaP.

### 19. Managed funds

If you invest in managed funds we may receive fees or commissions from particular issuers. These fees or commissions are different for each product and will be disclosed in the relevant PDS. They will also be disclosed to you if we have provided you with advice in relation to a particular managed fund.

### 20. Fixed interest products

Fixed Interest products include bank bills, debentures, term deposits, bonds and listed hybrid securities. We may transact in these products as agent or as principal.

We may receive fees or commissions from particular issuers, which are different for each product and will be disclosed in the relevant product disclosure statement or prospectus. They will also be disclosed to you if we have provided you with advice in relation to a particular fixed interest product. These fees are received by EaP and your Adviser may receive between 0% and 60% of the fees or commission received by EaP.

For listed hybrid securities we may receive brokerage on transactions in the secondary market. Your Adviser will receive between 0% and 60% of the brokerage received by EaP.

## 21. International share costs

Our brokerage rate for transactions in internationally listed securities is up to 2% of the value of the transaction, subject to minimum amount of up to \$250 (GST is not applicable to brokerage on international share transactions). However, we may incur additional costs through third parties who provide custody, execution, clearing and settlement services to us in respect of your transactions which we may pass on to you. We will disclose the details of these charges to you in advance of transacting on your behalf. Your Adviser will receive between 0% and 60% of the brokerage received by EaP.

## 22. Foreign exchange

With respect to international securities transactions, the foreign currency will be converted into Australian dollars or vice versa (or any other currency) to enable settlement. Such foreign exchange transactions may result in EaP receiving a currency spread of between 0.25% and 2.00% on the value of the conversion. Your Adviser will receive between 0% and 60% of the spread EaP receives.

## 23. Margin lending

If you establish a margin loan, EaP will only receive a fee or commission if you provide the lender with clear consent to make a payment to EaP. If you provide that consent, your Adviser will receive between 0% and 60% of the commissions received by EaP.

## 24. Other financial products

There may be other products that we may receive fees or commission on from other parties. However, in these other instances, EaP will only receive a fee or commission if you provide the other party with clear consent to make a payment to EaP. In these instances, your Adviser does not receive any portion of any fees and commissions paid to EaP. These arrangements will vary from each product and will be disclosed in the relevant product disclosure statement. We will also disclose them to you if we provide you with advice.

## 25. For further information

If you would like to know more about the services we provide or become an Evans and Partners client, please contact us.

Evans and Partners Pty Ltd  
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**Email** info@eandp.com.au  
**Web** www.eandp.com.au

## 26. Privacy

It is a condition of using our services that you consent to us disclosing your personal information to Financial Services Protection Limited (FSPL) for the purposes of client due

diligence, and also for the purpose of sharing information about you with other members of FSPL and also to our related bodies corporate, FinClear, The Trust Company (RE Services) and Xplore and their respective related bodies corporate and any agents or contractors engaged in connection with the provision of services to you.

We also collect personal information from you in order to comply with our legal obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and Chapter 7 of the Corporations Act 2001. If we provide you with personal advice, we also collect your personal information to ensure we are aware of your financial position and circumstances so we can provide you with financial advice that is appropriate to your needs and so that our services, and the services of FinClear, The Trust Company (RE Services) and Xplore, can be provided to you.

Your personal information will ordinarily be collected before we can open an account for you, or make available to you, any of our products or services. It may also be collected at other times after you have become a client, such as when your financial circumstances and needs change (for example, if you retire) or if change address or update your contact details. Generally we will collect personal information from you directly, or in instances where you deal with us through an Intermediary, it may be a representative of the Intermediary that provides your personal information to us. If you do not supply the personal information that we require then we may be unable to provide you with certain products or services, or deal with you as a client altogether.

EaP predominantly uses your personal information in order for us to provide you with financial advice, as well as stockbroking and ancillary services. We may also disclose your personal information to:

- other entities to which we have outsourced certain functions to (such as FinClear, The Trust Company (RE Services) and Xplore);
- to our suppliers, including contract and service providers, as well as professional advisers;
- to government bodies or law enforcement agencies in accordance with their requests or under our own obligations to provide certain information (for example, ASIC and AUSTRAC).
- to other parties involved in the reporting and administration of your holdings and investments, including stock exchanges, share registries, mailing service providers and product issuers;
- other organisations for the purpose of client due diligence (for example, Financial Services Protection Limited); and
- where you have otherwise consented or where disclosure is otherwise required or authorised by law.

Depending on which products and services of EaP that you require or use, your personal information may be disclosed

to other organisations and entities that exist outside of Australia (including, but not limited to, the United States of America and the United Kingdom).

*For further details of how we use and disclose your personal information and how you can access and update it, or to lodge a complaint about how we may have handled your personal information, please refer to our Privacy Policy which is available to download from our website at [www.eandp.com.au](http://www.eandp.com.au) or ask your adviser for a copy.*

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