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Financial Services Guide for Financial Intermediary Clients

Crestone Wealth Management

Preparation date: 31 March 2016

This document will take effect from the date that Crestone Holdings Limited (ABN 41 606 011 974) completes its acquisition of UBS Wealth Management Australia Ltd (ABN 50 005 311 937 AFS Licence No. 231127). The completion date will be notified in due course. On the completion date, UBS Wealth Management Australia Ltd will be renamed Crestone Wealth Management Limited. At that time, Crestone Wealth Management Limited will cease to be a Related Body Corporate or other affiliate of, or sponsored by, UBS AG and its Related Bodies Corporate.

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Section 1

Information about our financial services

1.1 Purpose and content of this FSG

This Financial Services Guide for Financial Intermediary Clients (**FSG**) is issued by Crestone Wealth Management which is:

- the holder of AFS Licence No. 231127; and
- an account participant of CHESS (the settlement facility operated by ASX Settlement).

You are receiving this FSG because you:

- are a client of either an Australian financial services licence holder (**AFS Licensee**) or an AFS Licensee's representative, who has entered into an agreement with us (**Financial Intermediary**); and
- are considering using the financial services we provide.

This FSG gives you important information about the types of financial services that we may provide to you. It is intended to help you decide whether to use any of the services that we offer.

Section 1 contains information about the financial services that we can provide.

Section 2 contains information about:

- Fees and other payments that may be made to us, and to others, in relation to the services offered; and
- our relationships and associations.

Section 3 contains information about:

- how you can give us instructions;
- how we protect your privacy and your Personal Information;
- how we handle complaints;
- our compensation arrangements; and
- our contact details.

Section 4 contains information about the Discretionary Portfolio Management (**DPM**) Service that we offer.

Section 5 contains definitions of words and phrases used in this FSG and rules for interpreting the FSG.

References in this FSG to **we**, **us** and **our** are to Crestone Wealth Management. References to **you** and **your** are to you as a consumer of financial services which we provide.

Section 1

Information about our financial services

1.2 Other important documents we will give you

You may also receive other important documents from us.

Product Disclosure Statement

A Product Disclosure Statement (**PDS**) is a type of offer document that describes a Financial Product.

The purpose of a PDS is to make sure that you are informed about the Financial Product and to help you to compare Financial Products issued by different providers.

If you are a Retail Client, you will be given a PDS (if one is available for the Financial Product) if we issue, or offer to arrange the issue of, a Financial Product to you.

It is not always necessary to give you a PDS. For example, it is not necessary to provide one if:

- you are not a Retail Client;
- you already have a current PDS for the relevant Financial Product;
- you hold a Financial Product of the same kind and you have access to current information; or
- the offer is made under a distribution reinvestment plan or switching facility.

A prospectus may be issued instead of a PDS for some Financial Products—for example, shares and debentures.

Other important documents are mentioned in section 1.6.

1.3 Who we act for when we provide financial services to you

We act on our own behalf when we provide financial services to you—unless we state that we act on your behalf in a specific situation.

1.4 What we are responsible for

We are responsible for the following services, where we agree to provide the relevant service to you:

- dealing, or arranging for someone else to deal, in Financial Products in relation to you;
- providing custody services;
- operating the Investor Directed Portfolio Service (**IDPS**) known as the **Crestone Wealth Management Portfolio Service**; and
- providing the DPM Service.

1.5 Who will provide non-advisory services

We engage separate Service Providers (**Brokers**) to provide the dealing services when we arrange dealing (execution, clearing and settlement) services for you in relation to Financial Products traded on a Relevant Exchange (such as ASX or Chi-X) or an International Exchange as part of our own services.

This means that we pass these orders to a Broker for execution, clearing and settlement.

We execute orders for Financial Products which are not traded on a Relevant Exchange or International Exchange. We will generally execute such orders through the issuer of the relevant Financial Product but may engage our Brokers to assist or arrange execution, clearing and settlement.

We also provide custody services (and we may engage sub-custodians to assist us in providing these services), including for investments that clients hold through the Crestone Wealth Management Portfolio Service and the DPM Service.

The table below describes the financial services that we are authorised to provide under our AFS Licence, and which we may provide to you:

Service	Authorised to provide
Provide General Advice about and/or deal in:	
Deposit and payment products	✓
Derivatives	✓
Foreign exchange contracts	✓
Debentures, stocks or bonds issued or proposed to be issued by a government	✓
Interests in managed investment schemes (including investor directed portfolio services)	✓
Interests in managed investment schemes, limited to managed discretionary account (MDA) services	✓
Securities	✓
Standard margin lending facilities	✓

Section 1

Information about our financial services

1.5 Who will provide non-advisory services

(cont.)

Service	Authorised to provide
Operate the Investor Directed Portfolio Service known as the Crestone Wealth Management Portfolio Service	✓
Operate a custodial or depository service (other than investor directed portfolio services)	✓

You may receive General Advice or information from us from time to time. When we prepare this material, we will not take into account your personal objectives, financial situation or needs (your **personal circumstances**). Before you rely on any General Advice that we give you, you should consider your personal circumstances or get advice from your Financial Intermediary or other financial adviser (or do both). Although our AFS Licence authorises us to provide Personal Advice, we do not provide Personal Advice to Financial Intermediary clients.

We may also make products and services from other Service Providers available to you. Those Service Providers may have a direct relationship with you. For example, this may happen if you wish to:

- deal in Financial Products that are traded on a Relevant Exchange and you do not use our custody service, the Crestone Wealth Management Portfolio Service or the DPM Service;
- use cash management services (including foreign currency balances)—except to the extent that your cash is managed through a deposit account that we hold with an Australian bank;
- trade in exchange traded options;
- take out a Margin Loan;
- take out a term deposit; or
- deal in an over-the-counter structured product.

1.6 Where you can find more information about the services

You can find more information about the terms and conditions on which these services are provided in the Account Terms and Conditions.

You can also find more information about the Crestone Wealth Management Portfolio Service in the IDPS Guide and more information about the DPM Service in section 4 of this FSG and in the Investment Program.

Section 2

Information about Fees and other benefits and our relationships and associations

2.1 What Fees and other benefits we may receive

The table below sets out:

- the standard Fees, commissions (if the law allows) and other benefits that we receive for the financial services that we provide; and
- the standard commissions (if the law allows) that we pay to your Financial Intermediary.

You may also pay Fees to Service Providers in relation to products and services that you engage them to provide. These will be explained in documents that the Service Providers will issue to you.

We reserve the right to change these Fees and they may be negotiable.

All amounts are shown in Australian dollars.

Service	Fees and other information about benefits (exclusive of GST)
FIM Custody and Reporting (provided under the Crestone Wealth Management Portfolio Service)	Up to 1.0% a year of the daily value of your Portfolio, subject to a minimum of up to \$1,500 each quarter. Transaction Fees (see below) may also be charged depending on which Fee option you agree with us. For further detail, see the IDPS Guide. If the law permits, we may pay your Financial Intermediary a percentage of this Fee. You may contact the Crestone Financial Intermediaries Desk and ask for details of our Fees and the commission we pay your Financial Intermediary. You must make this request within a reasonable time after you have been given this FSG and before any financial service identified in this FSG is provided to you.
DPM	Up to 2.0% a year of the daily value of your Portfolio. This Fee may be subject to a minimum. If a minimum applies, we will give you the details of this minimum before the DPM Service is provided. Transaction Fees (see below) may also be charged.

Section 2

Information about Fees and other benefits and our relationships and associations

2.1 What Fees and other benefits we may receive (cont.)

Service	Fees and other information about benefits (exclusive of GST)
Custody	<p>Up to 1.0% a year of the daily value of your Portfolio. This Fee may be subject to a minimum of up to \$1,500 each quarter. Transaction Fees (see below) may also be charged.</p> <p>If the law permits, we may pay your Financial Intermediary a percentage of this Fee. You may contact the Crestone Financial Intermediaries Desk and ask for details of our Fees and the commission we pay your Financial Intermediary. You must make this request within a reasonable time after you have been given this FSG and before any financial service identified in this FSG is provided to you.</p>
Transactions (execution, clearing and settlement)	<p>Transaction Fees on domestic and international Financial Products of up to 1.5% of the value of the executed Transaction, subject to a minimum of up to \$125 per trade.</p> <p>If the law permits, we may pay your Financial Intermediary a percentage of this Fee. You may contact the Crestone Financial Intermediaries Desk and ask for details of our Fees and the commission we pay your Financial Intermediary. You must make this request within a reasonable time after you have been given this FSG and before any financial service identified in this FSG is provided to you.</p> <p>An off-market transfer Fee may also be charged of \$50 per transfer.</p>
Exchange traded options	<p>Transaction Fee of up to 1.0% of the premium payable by the buyer (taker) of the exchange traded option contract, subject to a minimum of \$100 per trade.</p> <p>If the law permits, we may pay your Financial Intermediary a percentage of this Fee. You may contact the Crestone Financial Intermediaries Desk and ask for details of our Fees and the commission we pay your Financial Intermediary. You must make this request within a reasonable time after you have been given this FSG and before any financial service identified in this FSG is provided to you.</p>

2.2 How we will tell you what Fees you will need to pay

This FSG does not set out all of the Fees and costs that you may incur in dealing in Financial Products or obtaining financial services.

If we issue, offer to arrange or arrange the issue of a Financial Product to you, we will (if the law requires us to) give you a PDS or other disclosure document that contains details of the Fees and other benefits we may receive.

You may also contact the Crestone Financial Intermediaries Desk and ask for details of any of the financial benefits described in this FSG that we or another Crestone Company may receive. You must make this request within a reasonable time after you have been given this FSG and before any financial service identified in this FSG is provided to you.

Fees, commissions (where the law allows) and other payments that we receive will depend on the types of products and services that we provide to you. If a range is indicated and Fees are based on Portfolio value, the percentage you will be charged may also depend on your Portfolio size. While Fees may be individually negotiated, accounts with smaller Portfolios will generally be charged Fees towards the maximum percentages noted above.

You may incur various costs, including local market costs and clearing costs, depending on the:

- type of Financial Product in which you are trading;
- nature and size of your Transaction; and
- exchange on which the Financial Product is traded.

The exact cost of your Transaction will be disclosed to you in your Transaction confirmation.

2.3 Tax (including GST)

The payments stated in this section 2 do not include GST, unless otherwise indicated.

GST will be charged on all payments (including Transaction Fees) at the rate set by the Australian Government, which rate is currently 10 percent.

GST is not paid on:

- the purchase and sale of exchange traded options over shares and the share price index;
- Transaction Fees on international Transactions (securities that are listed on an International Exchange or trade over-the-counter outside Australia and international managed funds); or
- interest on Margin Loans.

Section 2

Information about Fees and other benefits and our relationships and associations

2.3 Tax (including GST) (cont.)

Some Fees that we charge may be tax deductible. You must confirm with your own independent professional tax adviser or accountant how this applies to your specific situation.

2.4 Other Fees associated with our Transaction services

Fail Fees

If you fail to pay for, or deliver, Financial Products required to settle a Transaction by the settlement time, you may have to pay fail Fees. For Transactions on a Relevant Exchange, the amount you will have to pay will be equal to the daily ASX fail Fee, which is calculated at 0.1 percent of settlement consideration—subject to a minimum of \$100 and a maximum of \$5,000 (plus GST) for each failed settlement, plus any charges applied by the Broker. Fail Fees for all other Transactions will be dependent on a number of factors including the type of Financial Product, the method of execution and the relevant Broker's charges.

ASX Clear Fees

ASX Clear charges a transaction Fee of \$0.143 per equity option contract (including GST).

ASX Clear charges an exercise Fee of \$0.055 per contract (including GST) if you:

- exercise an equity exchange traded option; or
- are assigned an equity exchange traded option.

For index options, ASX Clear charges a transaction Fee of \$0.495 per contract (including GST) and an exercise Fee of \$0.39 per contract (including GST).

The ASX Clear Fees referred to above are current as at the preparation date of this FSG. The actual cost of your Transaction will be disclosed in your Transaction confirmation.

Duplicate reporting

If you require paper copies of reports that have previously been given to you, the following Fees may apply:

- periodic reports \$30 per copy;
- Portfolio statements \$15 per copy; and
- Transaction confirmations \$15.

2.4 Other Fees associated with our Transaction services (cont.)

Foreign currency Transactions

If we arrange settlement of any foreign currency Transactions in Australian dollars or the execution of a foreign exchange spot or forward contract, we may earn a margin of up to 1 percent, which may be included into the relevant conversion exchange rate. The margin may depend on the interbank spot exchange rate, the volatility of foreign exchange markets and the size and currency of the Transaction amount.

2.5 Other benefits we may receive or pay to your Financial Intermediary

We, or another Crestone Company, may act as the counterparty (that is, the purchaser or seller) on Transactions that we execute, or arrange to execute, on your instruction. In this case, we, or the other relevant Crestone Company, may make a margin (for example, by buying the Financial Product in our, or its, name at a price, and then selling it to you at a higher price).

The price that we quote to you for the purchase or sale of a Financial Product factors in any such margin. The margin will vary based on the:

- liquidity, credit rating, size and duration of the Financial Product;
- settlement risk; and
- (if the law allows) any commission payments to your Financial Intermediary.

You may contact the Crestone Financial Intermediaries Desk and ask for details of our fees and payments and the commission we pay your Financial Intermediary. You must make this request within a reasonable time after you have been given this FSG and before any financial service identified in this FSG is provided to you.

2.6 Commissions we receive from Financial Product issuers and other Service Providers

Cash management services

If you have a FIM Custody and Reporting, DPM Service or Custody account, we will require you to deposit money into a deposit account that we hold with an Australian bank for the purposes of settling your Transactions and the payment of your Fees. A **Cash Management Account** of yours, represents the proportion of the balance of the deposit account that is attributable to you and the entitlement to that amount will be held on trust for you. Positive balances on a Cash Management Account of yours will earn interest that accrues daily and is payable monthly. We may separately agree with the Australian bank to receive a margin on the deposit account we hold with them of up to 1.2 percent a year based on the average daily balance.

Section 2

Information about Fees and other benefits and our relationships and associations

2.6 Commissions we receive from Financial Product issuers and other Service Providers (cont.)

If you have a bank account that we have agreed to link to a Cash Management Account of yours or, if you have a Broker Sponsored or Issuer Sponsored account, a bank account that we agree may be used for settling Transactions—we may, where the law allows, agree with the bank who provides that bank account to receive a commission or margin of up to 1.0 percent based on the average daily balance that is maintained in the account. You will earn interest on the balance of these bank accounts that are held directly by you, in accordance with your arrangements with the bank that provides the bank account.

Managed funds and other Financial Products

If you buy managed funds or other Financial Products (including the primary or secondary issue of securities), the issuer or promoter of the Financial Product may (if the law allows) pay us:

- an upfront commission calculated as a percentage of the amount you invest (which will generally range from 0.05 percent to 3.0 percent of the value of the investment); and/or
- a trail fee (for as long as you continue to hold that Financial Product).

Margin Loans

If you enter into a Margin Loan, the Lender may pay us a proportion of the interest received on the Margin Loan. This proportion will be calculated based on the Lender's minimum interest charge for each Margin Loan, which will depend on a number of factors including the size of the Margin Loan and the Lender's costs of funding.

Crestone Company products

One or more of the Crestone Companies may be Financial Product providers. We may receive a benefit if you purchase these Financial Products.

2.7 Payments to Crestone Company employees

Fees, including Transaction Fees, commissions and interest rate charges (other than Fees that are paid to third party product providers) that you or a third party (including Crestone Companies) pay to us, may be shared with Crestone Company employees.

Employees of Crestone Companies may also receive non-monetary incentives from time to time (to the extent that the law allows)—for example, if they meet certain performance targets. Non-monetary incentives can range from small non-monetary rewards to more valuable benefits such as pre-paid holiday packages and attendances at conferences.

2.8 Fees and other payments to your Financial Intermediary

This FSG does not cover all of the payments and benefits received by your Financial Intermediary. For details of these payments and benefits, you should contact your Financial Intermediary.

2.9 Our relationships and associations with other entities

It is important for you to understand the relationships that we may have with other Crestone Companies or with other entities, if those relationships may be considered to influence the services that we provide to you.

We may have, or may have had in the past, a relationship with entities that are Financial Product issuers whose products we may make available to you. These relationships may involve (or may have previously involved) the provision or receipt of financial and other services and we may receive a benefit from these entities should you purchase products issued by them.

If the law allows, we may pay referral fees to: third parties (including their employees), your Financial Intermediary or employees of Crestone Companies if they refer clients to us. We may also receive referral fees when we refer clients to third parties.

2.10 Service Providers' Fees

In providing services to you, the Service Providers may apply certain Fees and costs which we may pass on to you. For example, there may be certain Fees applicable for Transactions, which we may pass on to you, and transfer Fees payable when you move your Financial Products in and out of your accounts with us. The Crestone Financial Intermediaries Desk can provide you with further information concerning these Fees and costs.

Section 3

Other important information

3.1 How to give us your instructions

You should give all instructions about the products and services that are described in this FSG to your Financial Intermediary. Your Financial Intermediary will give us instructions on your behalf.

However, in some cases we may need you to confirm your instructions in writing to us, or we may contact you directly so that you can confirm the instructions that you gave your Financial Intermediary.

3.2 How we protect your privacy and information

We are committed to protecting your Personal Information. We collect, use, hold or disclose your Personal Information in order to:

- provide you with products and services in accordance with the terms of our AFS Licence and the Account Terms and Conditions;
- monitor the quality of the products and services that we give you;
- administer, improve and further the products and services that we give you;
- offer you further products and services (which may include using your information for marketing purposes)—unless you ask us not to market products and services to you; and
- comply with our legal and regulatory obligations, including under the Corporations Act, the *Proceeds of Crime Act 2002* (Cth), the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), relevant rules of Relevant Exchanges and International Exchanges and the Market Integrity Rules.

We may need to disclose your Personal Information to:

- Service Providers;
- any regulatory, governmental organisation or industry or legal body that governs our conduct in any jurisdiction, or as required by law or regulation;
- another Crestone Company; and
- any third party who is supplying a service to us, whether in Australia or in a foreign country (for example, information technology maintenance companies, software providers and share registries).

We will collect, use, hold and disclose your Personal Information for the purposes set out above and in accordance with our privacy policy. We will give you a copy of our privacy policy if you ask for it, or you can access it at crestone.com.au.

If you do not want your Personal Information to be disclosed, we may not be able to provide you with certain products or services.

3.2 How we protect your privacy and information (cont.)

You may have rights to access and correct your Personal Information and, in some circumstances, make complaints about the way we collect, use, hold or disclose your Personal Information. You may exercise your rights by contacting us in the ways set out below:

Crestone Wealth Management
Privacy Officer
Level 32, Chifley Tower
2 Chifley Square
Sydney NSW 2000
Telephone: 1800 784 614
Email: privacy@crestone.com.au.

3.3 How we handle complaints

If you have a complaint about any of the products or services described in this FSG, you can contact your Financial Intermediary or the Crestone Financial Intermediaries Desk.

Alternatively, you can write to us at:

Crestone Wealth Management
Complaints Officer
Level 32, Chifley Tower
2 Chifley Square
Sydney NSW 2000
Email: complaints@crestone.com.au.

We will try to resolve your complaint quickly and fairly.

If you are still not satisfied with the outcome, you may have the right to complain to:

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 367 287
Facsimile: +61 3 9613 6399
Website: www.fos.org.au
Email: info@fos.org.au.

You can also contact ASIC to make a complaint and to obtain information about your rights on the ASIC Infoline: 1300 300 630.

We will give you a copy of our complaints policy if you ask for it, or you can access it through our website at crestone.com.au.

Section 3

Other important information

3.4 How we may compensate you

If we are liable to you in relation to a financial service that we provide, we may meet that claim for compensation from our available resources or we may make a claim on our professional indemnity insurance.

We hold professional indemnity insurance which satisfies the requirements of section 912B of the Corporations Act.

3.5 How you can get more information

If you would like more information or to clarify anything in this FSG, please contact your Financial Intermediary or the Crestone Financial Intermediaries Desk.

3.6 How you can contact us

You can contact us at the offices set out on the back cover of this FSG.

Section 4

Information about our Discretionary Portfolio Management (DPM) Service

This section 4 gives you some key information about the DPM Service and is intended to help you decide whether to use the DPM Service.

4.1 Information about the DPM Service

The DPM Service offers a range of actively managed portfolios of investments, which we manage through a number of specialist investment managers on your behalf. We purchase and sell Financial Products in the Portfolio in any manner that we consider appropriate having regard to any special written instructions that we accept from your Financial Intermediary.

The Investment Program describes the circumstances in which you may give instructions to your Financial Intermediary which, if passed on to us, affect our discretion under the DPM Service about how rights relating to particular investments are exercised and the way in which those instructions may be given.

For information about the Fees associated with the DPM Service—see section 2.

4.2 Dealing with corporate actions and investor correspondence

We handle, or arrange for a Service Provider to handle, all administration to do with your DPM Service account, including:

- exercising your rights in relation to corporate actions at our discretion; and
- receiving all investor correspondence associated with Financial Products in your DPM Service account.

4.3 Discretionary Management Agreement (DMA)

Before we can provide you with the DPM Service, you must have agreed to the DPM Terms in the Account Terms and Conditions.

You will also be provided with the Crestone Wealth Management *Discretionary Portfolio Management Investment Program* and your Financial Intermediary may also give you a Statement of Advice in relation to your participation in the DPM Service (together, these documents constitute your **Investment Program**). The Investment Program together with the DPM Terms in the Account Terms and Conditions and the application you complete in order to open a DPM Service account, make up your DMA.

Section 4

Information about our Discretionary Portfolio Management (DPM) Service

4.3 Discretionary Management Agreement (DMA) (cont.)

The Investment Program has information about:

- the nature and scope of the discretions that we will be authorised and required to exercise under the DMA;
- the investment strategy that is to be applied in exercising those discretions;
- any significant risks associated with the DMA;
- if you are a Retail Client, the basis on which your Financial Intermediary considers the DMA to be suitable for you; and
- warnings that the DMA:
 - may not be suitable for you if you have given us or your Financial Intermediary limited or inaccurate information about your relevant personal circumstances; and
 - may stop being suitable if your relevant personal circumstances change.

If you are a Retail Client, your Financial Intermediary is required to review the Investment Program under which we will manage the Financial Products in your DPM Service account every 13 months. The Investment Program complies with the requirements of Division 3 of Part 7.7 of the Corporations Act.

Your Financial Intermediary will provide you with its name and contact details.

4.4 Our arrangements for executing and settling Transactions

We are authorised (having regard to the Investment Program) to purchase, sell or otherwise deal in Financial Products on your behalf, or we may arrange for another person to do so.

We will arrange for our Brokers to execute Transactions in Financial Products quoted on a Relevant Exchange or an International Exchange. Otherwise, we will generally be responsible for executing Transactions.

4.5 Our custodial arrangements

We provide the custodial services of safeguarding and managing all of the Financial Products that are held in your DPM Service account. We may place any, or all, of the Financial Products in your DPM Service account, with sub-custodians such as correspondent banks, depositories or other institutions. Financial Products that are traded exclusively or primarily outside Australia may be held by our sub-custodians (or their downstream sub-custodians) internationally.

4.5 Our custodial arrangements (cont.)

We do not provide custodial services for assets which are held as collateral for a Margin Loan (these will be held outside the DPM Service).

4.6 Compliance with Relief

This FSG complies with the conditions of Relief granted by ASIC in its Class Order 04/194 and Regulatory Guide 179, each concerning managed discretionary account services.

4.7 Risk Disclosure Statement and Guidance for investors —DPM Service

This section 4 does not disclose all aspects of the risks that are associated with the DPM Service. However, the following provides information about the significant risks of investing through the DPM Service. Further details are also provided in the Investment Program. DPM services are not suitable for some investors. In light of the risks associated with DPM services, you should use them only if you understand the service and the extent of your exposure to risk.

The significant risks associated with our DPM Service can be categorised as risks associated with discretionary management, general investment and specific asset classes. The following paragraphs summarise these risks:

Discretionary management risk

The investment decisions we make in relation to the Financial Products in your DPM Service account could differ from those that you would make, and you might earn a different return or take on different risk by making your own decisions.

Under the DMA, we may appoint other entities to provide us with investment advisory services. These appointments may come to an end at some point in the future. We will notify you if these appointments end and advise you of any alternate arrangements we will make.

Section 4

Information about our Discretionary Portfolio Management (DPM) Service

4.7 Risk Disclosure Statement and Guidance for investors —DPM Service (cont.)

General investment risk

You are able to invest in a range of underlying Financial Products through the DPM Service depending on the model portfolio and investment strategy that you choose. There will be risks associated with these Financial Products. Those risks include:

- interest rate risk;
- exchange rate risk;
- market risk;
- industry risk;
- company specific risk;
- credit risk;
- liquidity risk;
- outsourcing risk;
- managed fund risk;
- investment horizon risk; and
- taxation risk.

These risks are further described in the Investment Program.

Asset class specific risk

Each asset class has specific risks, and your exposure to these risks will depend on the proportion that each asset class makes up in your Portfolio. These risks are further described in the Investment Program.

Section 5

Definitions and interpretation

5.1 Definitions

In this FSG, unless the context otherwise requires:

Account Terms and Conditions means the Crestone Wealth Management *Account Terms and Conditions* which set out the basis on which we provide products and services to you.

AFS Licence means an Australian financial services licence as defined in the Corporations Act.

AFS Licensee has the meaning given in section 1.1.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691).

ASX Clear means ASX Clear Pty Limited (ABN 48 001 314 503).

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532).

Brokers has the meaning given in section 1.5.

CHESS means the Clearing House Electronic Subregister System.

Chi-X means Chi-X Australia Pty Ltd (ABN 47 129 584 667).

Corporations Act means the *Corporations Act 2001* (Cth) supplemented by the Corporations Regulations or Relief.

Corporations Regulations means the *Corporations Regulations 2001* (Cth).

Crestone Company means Crestone Holdings Limited (ABN 41 606 011 974) and any of its Related Bodies Corporate.

Crestone Wealth Management means Crestone Wealth Management Limited (ABN 50 005 311 937 AFS Licence No. 231127).

Crestone Wealth Management Portfolio Service has the meaning given in section 1.4.

DMA has the meaning given in section 4.3.

DPM Service means the discretionary portfolio management service that we provide as described in the DPM Terms.

DPM Terms means the terms and conditions described as such in the Account Terms and Conditions.

Fee means any fee referable to you as described in the Account Terms and Conditions or the Specific Service Terms, whether or not they are charged by us or any of our Service Providers, including:

- assets under management fees;
- Transaction fees;
- miscellaneous fees; and
- any other fee that we determine from time to time.

Section 5

Definitions and interpretation

5.1 Definitions (cont.)

Financial Intermediary has the meaning given in section 1.1.

Financial Product means:

- a financial product (as defined in the Corporations Act), whether or not it is traded on a Relevant Exchange or International Exchange; and
- any other product that we determine is a Financial Product for the purposes of the Account Terms and Conditions.

FSG means this Crestone Wealth Management *Financial Services Guide For Financial Intermediary Clients*.

General Advice has the meaning given in the Corporations Act.

GST means any goods and services or similar tax, together with any related interest, penalties, fines or other charge.

IDPS has the meaning given in section 1.4.

IDPS Guide means the *Crestone Wealth Management Portfolio Service Investor Directed Portfolio Service Guide For Financial Intermediary Clients* that is issued under Relief that ASIC makes available in relation to an investor directed portfolio service.

International Exchange means any financial market that is operated outside Australia to which orders may be transmitted for execution, or which provides clearing or settlement services concerning transactions on such a market.

Investment Program has the meaning given in section 4.3.

Lender means a financial institution or any Related Body Corporate of the financial institution that Crestone Wealth Management makes available to provide Margin Loans.

Margin Loan means a loan that a Lender gives you to acquire approved Financial Products.

Market Integrity Rules means any market integrity rules made by ASIC in accordance with Part 7.2A of the Corporations Act that apply to a Relevant Exchange.

Personal Advice has the meaning given in the Corporations Act.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Portfolio means a portfolio of Financial Products in respect of which services are provided under the Account Terms and Conditions, and which may include Financial Products which we do not hold in custody for you (for example, Financial Products that you provide as collateral for the Margin Loan).

Product Disclosure Statement has the meaning given in section 1.2.

Related Body Corporate has the meaning given in the Corporations Act.

5.1 Definitions (cont.)

Relevant Exchange means:

- ASX or Chi-X, or the financial markets operated by them (as the context requires); and
- any other financial market operated in Australia (whether or not it is licensed under the Corporations Act) to which orders for transactions in Financial Products may be transmitted for execution, or which provides clearing or settlement services in respect of transactions on such a market (whether or not licensed under the Corporations Act).

Relief means an instrument issued by ASIC that modifies the application of the Corporations Act in relation to a Financial Product or a financial service, and includes ASIC Class Order 04/194, which relates to managed discretionary account services.

Retail Client has the meaning given in the Corporations Act.

Service Provider means any person that we engage as our delegate, sub-contractor, agent or other service provider to perform services for us or to provide services to you.

Specific Service Terms means the terms and conditions (other than the Account Terms and Conditions) that we tell you apply to the financial services that we or a Service Provider may provide to you.

Statement of Advice has the meaning given in the Corporations Act.

Transaction means any transaction in Financial Products, whether or not it is executed on a Relevant Exchange or an International Exchange (including the acquisition, disposal or redemption of unlisted Financial Products).

Wholesale Client has the meaning given in the Corporations Act.

Section 5

Definitions and interpretation

5.2 Interpretation

Unless the context otherwise requires, any reference in this FSG to:

- the singular includes the plural and the plural includes the singular;
- the masculine includes the feminine and neuter;
- any legislation or legislative provision includes any statutory change to, consolidation or re-enactment of, legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- this FSG, and any other agreement, document or instrument shall be construed as a reference to this FSG, or the agreement, document or instrument as the same may have been, or may be amended, varied, novated, replaced or supplemented;
- a time of day shall be the time in New South Wales; and
- a person includes any person, firm, company, corporation, body corporate, government, state or agency of a state or any association, trust, unincorporated body of persons or partnership or two or more of the foregoing (whether or not having separate legal personality).

Headings are for convenience only and do not affect the interpretation of this FSG.

Contact us

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