



FINANCIAL SERVICES GUIDE

v1.2 10/10/2026

The purpose of this Financial Services Guide ("FSG")

This FSG is an important document that explains the financial services that we provide and how we provide financial services to you.

You should read this FSG carefully before using our services as this document forms part of our contract. It is intended to give you sufficient information to decide whether to obtain financial services from us.

Most of the content of this FSG is dictated by the Corporations Act and is mandatory under that law, so bear with us regarding its form and content. Please feel free to contact us by telephone, e-mail or writing should this FSG be unclear or should you have any concerns about our services.

This FSG explains:

1. who we are;
2. your adviser and the financial services we provide;
3. how to contact us;
4. how we provide advice;
5. our fees and charges;
6. any conflicts of interest;
7. our privacy policy;
8. our dispute resolution procedures;
9. anti-money laundering and counter terrorism legislation AML/CTF;
10. our professional indemnity insurance;

1. Who we are - Adsum Capital Pty Ltd

AFSL: 518931

ABN: 78 626 740 494

29 Leeward Terrace, Tweed Heads, NSW, 2485

Telephone: (02) 9579 4081

www.adsumwealth.com.au

2. Your Adviser – Allan Moore an Authorised Representative

Allan Moore

Authorised Representative Number [239448], Adsum Wealth Pty Ltd

Corporate Authorised Representative Number [300890]

29 Leeward Terrace, Tweed Heads, NSW, 2485

Telephone: 0414979758

Email - allan.moore@adsumwealth.com.au

About Allan Moore and Adsum Capital Pty Ltd ("Adsum Capital")

Your Adviser is Allan Moore. Allan is employed by Adsum Wealth Pty Ltd, a Corporate Authorised Representative of Adsum Capital. Allan is the "providing entity" for the purposes of the Corporations Law and he is also an authorised representative of Adsum Capital.

Adsum Capital holds Australian Financial Services Licence ("AFSL") Number 518931 and has authorised the creation of this Financial Services Guide.

Allan has a Bachelor of Business and extensive commercial background including exposure to Treasury and Superannuation. Allan has completed further studies with the Securities Institute of Australia for personal interest. This led to a Diploma of Financial Planning with the Financial Planning Association and a number of advisory roles prior to establishing Adsum Wealth Pty Ltd in 2006.

Additional specialist studies include:

- Direct Equities
- Real Estate
- Self-Managed Superannuation and
- Standard Margin Lending

Allan specialises in holistic advice and strategies and involves professional colleagues where appropriate for you. Allan and Adsum Capital are legally allowed to advise on:

Strategies

- Investments
- Superannuation and rollover advice
- Wealth accumulation
- Wealth creation
- Asset allocation and management advice
- Pre- and post-retirement planning
- Gearing
- Standard margin lending
- Tax planning (in consultation with your tax adviser)
- Estate planning
- Business succession planning including life risk insurance
- Life insurance as risk management
- Cashflow management
- Retirement income
- Social security advice
- Ongoing advice and review services

Products

- Deposit and payment products
- Stocks, bonds and debentures issued or proposed to be issued
- Life products including Life Risk insurance products and Investment Life insurance products
- Investments in managed investment schemes including investor directed portfolio services
- Securities, investment listed on stock exchanges including shares, exchanged traded funds and listed investment companies
- Investment bonds
- Standard margin lending facilities
- Superannuation

The Corporations Act 2001 defines various financial products and regulates the way in which consumers can be advised about those products. Adsum Capital has a list of approved financial products for authorised representatives.

Not Independent

Because Adsum Capital Pty Ltd and Adsum Wealth Pty Ltd receive commissions from the issuers of life insurance products, neither Adsum Capital Pty Ltd nor Adsum Wealth Pty Ltd are independent, impartial or unbiased. The Corporations Act states that if a licensee or an adviser receives commissions from a product issuer, they cannot claim to be independent, impartial or unbiased.

Can Adsum Capital run an individually managed account?

Adsum Capital does not allow advisers to recommend individually managed accounts or similar facilities at this time.

Allan's authority from Adsum Capital

Adsum Capital has authorised Allan to provide all the financial services for which Adsum Capital is licensed (as stated on page 2). Under the Corporations Act, Adsum Capital is responsible for the services and recommendations provided by Allan to you.

3. How to contact us

Getting started with Adsum Capital is easy. Simply contact Allan to arrange a meeting.

To ensure that this meeting covers all aspects of your financial management we ask that you complete the Fact Find and Risk Tolerance assessment. Ideally, this should be done a few days before we meet with you. This gives us the opportunity to review your information and prepare ourselves well ahead of our initial meeting. The Fact Find asks for an extensive amount of information, and it may take time to gather it. Please take the time to do this. Alternatively, we may complete this together or record our video meeting and send you the summary.

We also appreciate a copy of the most recent statements, accounts and tax returns for you and any related entities such as a trust or a self-managed superannuation fund.

Please provide us with any other information that you feel is relevant to your circumstances.

4. How we provide Advice & the Delivery of Advice

Initial Meeting & Statement of Advice (SoA)

Once we have met and determined a draft plan for you, we will prepare a 'statement of advice' or "SOA". The SOA will be in writing and will be delivered to you via email if you agree to receive the SoA in this manner. A paper copy may also be presented in person or via post if requested. Your SOA contains the information needed to understand our advice and the basis on which it is made. It includes information about:

1. the specific recommendations;
2. the strategies that we have developed for you
3. the information on which those recommendations are based
4. details of any fees;
5. any associations or relationships that may influence the advice;
6. risks associated with our recommendations to ensure that you can make an informed decision
7. the implementation plan; and
8. any other relevant matters.

We will also provide other documents as needed. These documents may include educational material or PDSs, as discussed above.

Record of advice (RoA)

Once you have been provided with a SoA further advice may be provided in a form known as a record of advice or "RoA", provided there has been no change in your personal circumstances or the basis of the advice set out in the SoA.

Retention of SoA and RoA

We retain all SoAs and RoAs for at least seven years and you may request a copy of the SoA or RoA at any time within that period. This request may be verbal or in writing.

Implementation of advice

Our statement of advice will contain instructions on how the advice should be implemented. We will work with you to ensure that the advice is properly implemented.

Time limits and responsibility for implementing our advice

You should not act on any recommendation after thirty days of the date of the statement of advice without our written confirmation that our recommendations are still suited to you.

If you propose to implement the recommendations more than 30 days after the date of this advice, you will need to contact me so that I can review your circumstances to ensure that the advice is still appropriate.

Product disclosure statements ("PDSs")

If we recommend a particular product (other than listed securities), a platform, wrap account or master-fund, a managed fund, insurance or a similar product we must provide you with a PDS for that product.

The PDS contains the information needed for an informed decision about acquiring a product.

The PDS detail costs and product fees including commissions and is usually created by the financial institution providing the product.

Your understanding of your SoA

When you accept a SoA you are legally and financially authorising your financial adviser to implement the recommended strategies.

Accepting an SoA is not just a formality; it carries several critical responsibilities on your part to protect your own interests.

Before agreeing to any strategy, you must ensure the foundation of the advice is accurate. Your financial adviser builds the strategy based on the data you provided.

- **Accuracy Check:** Confirm that your income, assets, debts, expenses, and tax position are perfectly recorded in the SoA.
- **Risk Profile Alignment:** Review the risk profile assigned to you (e.g., Balanced, Growth). Ensure it truly reflects your comfort level with market volatility and potential capital loss.
- **Goal Matching:** Verify that the "Goals and Objectives" section accurately captures what you want to achieve, such as retiring at a specific age or paying off a mortgage.

The Responsibility to Understand the Strategy and Risks

Australian financial regulations require advisers to act in your best interest, but you are responsible for ensuring you understand what you are buying into.

- **Comprehend the Strategy:** You must understand *why* a strategy is being recommended and how it helps achieve your goals.
- **Acknowledge the Risks:** Read the specific risk disclosures. If a high-growth investment portfolio is recommended, you are accepting the responsibility that your capital could fluctuate or drop in value.
- **Ask Questions:** If any part of the SoA uses confusing industry jargon, you have a responsibility to pause and ask your adviser for a clear, simple explanation before signing.

The Responsibility to Review the Costs and Fees

By accepting the SoA, you are entering into a financial contract to pay for services and products.

- **Upfront Fees:** You are agreeing to pay the statement preparation and implementation fees detailed in the document.

- Ongoing Advice Fees: If you sign up for an ongoing service agreement, you accept the ongoing monthly or annual fee deduction.
- Product Fees: You accept the internal management fees (indirect costs) of the recommended superannuation, insurance, or investment platforms.

The Responsibility to Disclose Changes

An SoA is a snapshot in time. If your circumstances change between your last meeting and the day you sign the document, you must inform your adviser.

- Life Events: Notify them of sudden changes like a job loss, an unexpected inheritance, a health diagnosis, or a new pregnancy.
- Impact: Significant changes can completely invalidate the advice, requiring the adviser to amend the strategy before you accept it.

5. Our fees and other charges: who receives the fees?

Adsum Capital will receive all fees and commissions in respect of advice provided by Allan.

Adsum Capital will pass on the majority of those fees and commissions to Adsum Wealth Pty Ltd.

Allan is paid a salary by Adsum Wealth Pty Ltd.

Allan will provide you with full details of all fees before doing any significant work for you. Fees will be explained in your meeting and detailed in a statement of advice. Allan will also provide you with a detailed breakdown of ongoing fees on an annual basis. These fees are consented to annually on the anniversary date.

Our fees and commissions: how are they calculated?

Our remuneration may include:

1. Initial advice fee paid by you; and/or
2. Ongoing advice fee paid by you,
3. Commissions on Life Insurance products paid by the life insurance company

Our fees are calculated as follows and may be a combination of;

1. fees paid directly by you, based on the amount invested or some other agreed criteria; and/or
2. a set dollar amount or percentage-based fee that is agreed between you and us and paid by you via your product;
(For example. for an investment of \$500,000 with a percentage-based fee of 0.99%. This would be \$4,950pa.)
3. For services in relation to life insurance, commissions will be paid by the product provider as follows:
 - i) Initial commission - a percentage of the first years' insurance premiums; and
 - ii) Ongoing commission - a percentage of the 2nd and subsequent years insurance premiums
(For example. for life insurances and other risk insurances: up to 66% of the initial annual premium as an initial commission and up to 22% of the ongoing annual premium as a trailing commission. If the annual premium for a life insurance policy is \$1,000, your Adviser may receive \$660 in the first year and then \$220 each year thereafter)

Allan does not receive 'soft dollar' (i.e. non-cash) payments for amounts greater than \$300 from any third party.

6. Conflicts of Interest

We do not have any relationships that would influence the advice that we provide you. We have no structural relationships, joint ventures, or referral arrangements with product issuers, fund managers, or platforms. If a referral fee is paid to or by a third party, the amount will be stated in your Statement of Account.

7. Privacy Policy

We are committed to protecting your privacy and managing your personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. To provide you with compliant financial advice, we must collect detailed personal and financial data. We only use and disclose this information to develop and implement your financial strategies, verify your identity under anti-money laundering laws, and service your accounts. Our detailed Privacy Policy explains how we collect, store, use, and secure your information, as well as how you can access or correct your data or lodge a privacy complaint.

View online: You can read our full Privacy Policy at any time on our website at www.adsumwealth.com.au : If you prefer a printed or emailed copy, please let your adviser know, and we will provide this to you.

8. Dispute resolution procedures

Adsum Capital provides a dispute resolution service to its clients. This obligation is a key tenet of the consumer protection principles of the Australian Financial Services Licensing system.

If you have a complaint about any service, you should:

1. contact Allan by telephone to explain your situation and let him know of your concerns. Allan will do everything possible to resolve your complaint promptly;
2. alternatively, you can put your complaint in writing addressed to Adsum Capital Compliance at 29 Leeward Terrace, Tweed Heads NSW 2485 where it will be objectively considered and discussed with you and Allan with a view to being settled as soon as possible to your satisfaction; and
3. Adsum Capital must respond to you, in writing, in respect of your complaint within 45 days.
4. if your complaint is not resolved to your satisfaction within 45 days of you lodging a complaint you can contact the Australian Financial Complaints Authority (AFCA) on 1800 931 678 or [AFCA Online Complaint Portal](#). This is a free service to complainants. Adsum Capital is an AFCA member (73247).

9. Anti-money laundering and counter terrorism legislation AML/CTF

As a holder of an Australian Financial Services Licence, we have obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* to establish and verify the identity of our clients and any beneficial owners.

What this means for you:

- Verification Prior to Service: We are legally required to verify your identity before we can provide financial advice, open accounts, or implement any transaction on your behalf.
- Information Required: We will request formal identification documents (such as your driver's licence or passport).

Data Privacy & Storage: In accordance with the *Privacy Act* and regulatory data minimisation standards, we securely check these documents to record that verification has occurred, but we minimize the ongoing retention of full primary identity copies where not legally necessary.

Regulatory Reporting: We may be required to disclose your information or report certain transactions to AUSTRAC or other government agencies without providing notice to you.

10. Professional Indemnity Insurance

Adsum Capital holds comprehensive and extensive professional indemnity insurance which covers claims in relation to the conduct of current and former employees.

Any questions?

Please do not hesitate to contact your Adviser should you have any questions about your Adviser's services and how your Adviser and Adsum Capital can help you improve your financial position.