

Avanteos Investments Limited

Financial Services Guide

30 June 2024

ABN 20 096 259 979 AFSL 245531

This Financial Services Guide (FSG) is an important document which we are required to give to you under the requirements of our Australian Financial Services License. It provides you with information about Avanteos Investments Limited ABN 20 096 259 979 ('AIL', 'we', 'our', or 'us') to help you decide whether to use the financial services we provide. This FSG outlines the types of services and products we can offer to you. It also explains how we (and other relevant persons) are remunerated for these services and includes details of our internal and external complaints handling procedures and how you can access them.

To invest in any of our financial products you, or your participating employer sponsor (if applicable), must either complete the digital application form online or the application form accompanying the relevant Product Disclosure Statement (PDS). The PDS contains information about the particular product and will assist you in making an informed decision about that product. You may also receive other documents from your adviser, financial planner or Private Wealth Manager (adviser). A copy of the relevant PDS can be found on the product-specific website, or is available upon request.

Any material provided to you by us will contain factual information or general advice. This factual information or general advice does not take into account your particular objectives, financial situation and needs, and a statement of advice will not be provided. Accordingly, you will need to consider the appropriateness of the information contained herein having regard to your particular circumstances.

What is a Financial Services Guide (FSG)?

This FSG is an important document we are required to give you under our AFSL. It provides you with information about AIL to help you decide whether to use the financial services we provide. This FSG covers:

- who we are and how we can be contacted
- what services and types of products we are authorised to provide to you under our AFSL
- how we (and any other relevant parties) are remunerated
- how we handle your personal information
- how complaints are dealt with.

Who are we?

Colonial First State (CFS) refers to Superannuation and Investments HoldCo Pty Limited ABN 64 644 660 882 (HoldCo) and its subsidiaries which include Colonial First State Investments Limited ABN 98 002 348 352, AFSL 232468 (CFSIL) and Avanteos Investments Limited ABN 20 096 259 979, AFSL 245531 (AIL). CFS is majority owned by an affiliate of Kohlberg Kravis Roberts & Co. L.P. (KKR), with the Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 234945 (CBA) holding a significant minority interest in HoldCo.

Any financial services offered will be provided by a representative of AIL. AIL has an Australian Financial Services Licence granted under the Corporations Act to provide these services to you.

AIL is licensed to be the trustee of superannuation funds under the *Superannuation Industry (Supervision) Act 1993* (Cth).

We do not act as a representative of any other licensee in relation to the services we provide you.

The investment performance and the repayment of capital of AIL products is not guaranteed. Investments in AIL products are investment type products subject to investment risk, including possible delays in repayment, and loss of income and capital invested.

How to contact us?

CFS FirstChoice products

To contact us you can:

- call us on 13 13 36
- email us at contactus@cfs.com.au
- visit our website at cfs.com.au
- write to us at Reply Paid 27, Sydney NSW 2001

CFS FirstChoice Employer Super products

To contact us you can:

- call us on 1300 654 666
- email us at employer@cfs.com.au

CFS Wrap products

To contact us you can:

- call us on 1300 769 619
- write to us at:

For CFS Edge:

Locked Bag 20130
Melbourne VIC 3001

For all other CFS Wrap products:

Locked Bag 3460
GPO Melbourne VIC 3001

What financial services and products do we offer?

We are authorised under our AFSL to offer a range of financial services to retail and wholesale clients, including:

- general financial advice in relation to superannuation and/or pension products
- deal on behalf of our clients in securities, warrants, interests in managed investment schemes, superannuation, deposit products and debentures, stocks or bonds, and investment life insurance products
- being the trustee of superannuation funds.

How can you transact with us?

CFS Wrap products (including CFS Edge)

When you invest in a Wrap superannuation product (other than FirstChoice), you authorise us to act on instructions from your adviser (if any) in relation to your investments in your superannuation fund. You

also acknowledge that you may not give us instructions directly except to withdraw, appoint a new adviser or update your details.

If you no longer have an adviser authorised to use our financial products, your account may not be actively managed or monitored and either there will be some changes to services applicable to your account or you may need to close your account. We recommend you seek financial advice regarding investment in our products. A copy of the relevant Non-advised Investor policy is available upon request. For further details on our requirements, any fee applicable to the product and the services you will receive please refer to the relevant PDS available online.

CFS FirstChoice products

If you invest in FirstChoice, you can give us instructions electronically, by telephone, mail or via our website. Any dealings with us by telephone or electronically will be governed by our standard 'telephone and electronic communications terms and conditions'. These terms and conditions are contained in the PDS for each FirstChoice product and are also available on the website at cfs.com.au

For FirstChoice, there are also terms and conditions of use for our website and FirstNet, our secure internet service. These terms and conditions can be obtained on the website at cfs.com.au/termsfuse

How are we remunerated for the services we provide?

If you invest in a product we offer, we receive remuneration in relation to your investment in that product.

Detailed information on fees and charges payable, including who fees are paid to and if they can be negotiated, are set out in the relevant PDS. You can obtain a copy of these either online, from your adviser or by contacting us directly. The actual amount of remuneration may vary depending on a number of factors including your:

- investment account balance
- fee structure
- transactions.

AIL will receive remuneration from CFSIL, the responsible entity for most of the investment options in CFS FirstChoice and some of the investment options in CFS Wrap.

AIL is entitled to remuneration from Authorised Deposit-taking Institutions (ADIs) that provide term deposits and other fixed interest investments, and these providers may be charged annual maintenance levies by us. The annual maintenance levies are paid

by the provider and are not additional costs charged to you. You can contact us to request further information about these arrangements before joining the superannuation fund.

AIL may receive remuneration, including from third parties, for administrative and other services in relation to your investment. Such investments may be offered via the superannuation and pension products we provide. Refer to the relevant PDS or Policy Document from the product issuer (which you may obtain from your adviser) for more information.

Investment Managers and Product Issuers may be charged annual maintenance levies by us. The annual maintenance levies paid by the investment manager or Product Issuer are not additional fees charged to you.

Where we advise you about products offered by other CFS entities or other licensees and you acquire or have an interest in that product, then that company or licensee may receive remuneration as well as some benefits.

This remuneration may include management costs (which include transaction, ongoing and, if applicable, any borrowing costs). In some situations, account fees and transaction fees may apply.

The remuneration we will receive for the products we offer is set out in the relevant disclosure document for the particular product.

We do not receive any fees, nor do we charge you additional fees for providing general financial product advice.

We do not receive any fees for providing you with access to Otivo or Viridian Advisory for financial advice.

Advice

We understand that the world of superannuation can be confusing. AIL provides you with access to a range of advice services:

General advice: in relation to an AIL product or service. AIL is responsible for any general advice that it provides. AIL does not provide personal advice.

Digital personal advice by Otivo: AIL has selected Otivo Pty Ltd (**Otivo**) (ABN 47 602 457 732 AFSL 485665) to provide you with access to web-based digital advice on selected topics. Otivo is a financial advice company that holds its own AFSL and is licensed to provide personal advice. This advice is provided under Otivo's AFSL and not by AIL. Otivo is not part of the CFS group of companies. Otivo is responsible for any advice obtained through the Otivo platform. A small fee will apply and may be deducted

from your superannuation account. If you receive an advice service through Otivo, they will provide you with a copy of their FSG.

Personal advice by Viridian: AIL has engaged Viridian Advisory Pty Ltd (**Viridian Advisory**) (ABN 34 605 438 042 AFSL 476223) to facilitate the provision of personal financial advice under Viridian Advisory's AFSL, as an agent of AIL. Viridian Advisory is a financial advice business that holds its own AFSL and provides financial product advice under that licence. Fees will apply and will vary depending on the type of personal advice you require. The fees will be confirmed with you before any advice is provided. Depending on the nature of the advice, your advice fees may be paid from your superannuation account. Viridian Advisory is not part of the CFS group of companies. Any financial product advice you receive is provided by Viridian Advisory in its capacity as an agent of AIL, and not personally by AIL. Viridian Advisory is only authorised by AIL to provide one-off or episodic personal financial product advice and not any other services. Any other services would be provided in Viridian Advisory's personal capacity and not as AIL's agent. If you receive an advice service through Viridian Advisory, they will provide you with a copy of their FSG.

Comprehensive advice: you can also locate an adviser on the CFS 'find an adviser' tool on our website. Search results will only show financial advisers who have an agreement to distribute our products. Fees will apply. Comprehensive advice is provided under the AFSL of your chosen financial adviser, who will provide you with a copy of their FSG.

None of the above parties are authorised representatives of AIL under AIL's AFSL and AIL does not stand behind or guarantee the capital value and/or performance of any investment you may make as a result of the advice you receive from any of them.

Payments to your adviser

We are not paid for the provision of advice. When you invest in a product we issue, you will agree with your adviser an amount that will be paid for the provision of advice by your adviser in relation to your investment. We will then pay that amount to your adviser.

You may receive advice in relation to the products we offer from financial advisers who do not work for AIL or other CFS entities. These advisers, as well as their dealer groups or licensees, may receive some benefits as well as remuneration from us. Remuneration for the adviser and their dealer group or licensee is included in the fees you pay when investing in our products.

Details on the remuneration payable to your adviser in connection with your investment are set out in the relevant PDS. A copy of the relevant PDS can be found on the product-specific website, or is available upon request.

The manner in which your adviser receives any remuneration from AIL, or any remuneration (including commission) from any other party in connection with your investment, should also be set out in any Statement of Advice your adviser provides you.

What commissions, fees or other benefits are received?

Employees of AIL or other CFS entities who give you advice do not receive specific payments or commissions for the giving of that advice. These employees and our directors receive salaries, bonuses and other benefits from us. Bonus payments and other benefits are discretionary, and based on achievement of pre-determined objectives, in compliance with the *Corporations Act 2001*.

We do not pay commissions to third parties for referring customers to us.

Related party remuneration

Companies related to us may also receive:

- fees and charges as the investment manager/responsible entity for investment funds offered through the superannuation fund services. This depends on the type of investments made
- fees and charges associated with cash and fixed interest investments offered
- payment for administration, management, information technology and other services provided to us
- brokerage and custodial fees associated with the product.

CFSIL is the responsible entity for most of the investment options in CFS FirstChoice and some of the investment options in CFS Wrap. CFSIL receives and retains fees in connection with those investment options and the relevant disclosure document. Other CFS entities and CBA may charge annual maintenance levies to us as an issuer of underlying investments.

These are not additional charges to you. The only fees payable in respect of those investment options are the charges disclosed in the relevant disclosure documents.

Other CFS entities and CBA may provide products that are available through CFS FirstChoice and CFS Wrap. They receive and retain fees in connection with these products.

Managing conflicts of interest

CBA holds an interest in CFS through its significant minority interest in HoldCo.

All related party transactions are conducted on arm's length terms. Accordingly, AIL believes that related parties are receiving reasonable remuneration. Any conflict of interest or potential conflict of interest is managed in accordance with CFS's Conflicts Management Policy. AIL is the trustee of superannuation funds and makes its investment decisions in accordance with its systems and processes separately from other CFS entities and CBA. The available investments may include securities or other financial products issued by other CFS entities or CBA. As a result, their activities may have an effect on the investments. Other CFS entities may have investments in CFS and may derive associated benefits/returns on those investments.

AIL makes no representation as to the future performance of any underlying investments held in the superannuation funds, including those issued by other CFS entities or CBA. AIL, other CFS entities, members of CBA and their directors and employees may hold, buy or sell shares or other financial products included in the options in the superannuation funds. They may have business relationships (including joint ventures) with related parties or any of the entities included in the superannuation funds. In addition, they may from time to time advise AIL in relation to activities unconnected with the superannuation funds. Such relationships and advisory roles may include acting as general financial adviser in respect of, without limitation, corporate advice, financing, funds management, property and other services. The directors and employees of AIL, other CFS entities and members of CBA may hold directorships in the companies included in the superannuation funds. Any confidential information they receive as a result of the business relationships, advisory roles and directorships discussed above will not be made available to AIL.

What kind of compensation arrangements are in place for a breach of our legal obligations?

Where we are liable to meet a claim, payment will generally be paid from our cash flows and available resources.

For claims, we may rely on and claim under the professional indemnity insurances that we hold. These insurances are between us and the insurer and are intended to respond to civil liability resulting from significant claims for compensation made against us for financial services provided by us or our representatives. These insurances provide cover even if one of our representatives has ceased to act or work for us.

Our compensation arrangements comply with the legal requirements set out in section 912B of the *Corporations Act 2001* (Cth).¹

Privacy

For indirect investors

We do not normally receive any personal information about you when you invest in the fund via a platform product.

If we do receive any of your personal information, we will deal with it in accordance with our Privacy Collection Notice and Privacy Policy. For a copy of these documents, please visit cfs.com.au/privacy or contact us. For details on the collection, storage and use of your personal information, contact your platform operator.

For direct investors

Privacy Collection Notice

This Privacy Collection Notice (Notice) summarises how Colonial First State (CFS) uses your personal information (PI). This Notice is issued by CFS. CFS consists of Superannuation and Investments HoldCo Pty Limited ABN 64 644 660 882 and its subsidiaries, which includes Avanteos Investments Limited ABN 20 096 259 979 and Colonial First State Investments Limited ABN 98 002 348 352. CFS provides investment, superannuation, and retirement products to Australians ('CFS', 'we', 'our' or 'us').

CFS collects your PI to operate and administer your super account (including insurance), pension accounts and investments. We may also use your PI to improve our products and services, and keep you informed. If we can't collect your PI, we may not be able to perform these services. PI is collected from you, but sometimes from third parties, including but not limited to your employer and your financial adviser (where applicable). We will only share your PI if it is necessary to perform the above activities, to comply with our legal obligations, if required by a court/tribunal order, or where we receive your permission. Your PI may be accessed overseas by some of our third parties.

Privacy Policy

Your PI is important to us. Our Privacy Policy outlines how we manage PI and covers:

- information we collect;
- how we use and disclose your information;
- keeping your information secure;
- accessing, updating, and correcting your information; and
- making a privacy complaint.

We may amend this information from time to time, as necessary, so it's important for you to check our website for the most up-to-date Privacy Policy.

If you do not want to receive any direct marketing, including telemarketing, please contact us to opt out. You may also opt out of direct marketing by updating your communication preferences online or by clicking the 'unsubscribe' option on any marketing communications from us. Please note that you are unable to opt out of communications which we are required to send to you by law.

You consent to how we deal with the collection, use and disclosure of your PI when you make an investment in our products or transact with us. This consent continues to operate even though your relationship with us may come to an end, for us to comply with our data retention obligations.

To view the long form Privacy Collection Notice and Privacy Policy please visit cfs.com.au/privacy. You can also obtain a copy of that information, free of charge, by contacting us.

What to do if you have a complaint

We recognise that even in the best run organisations things can go wrong. If you have a complaint, please tell us. We aim to resolve complaints promptly and will do all we can to resolve the situation for you.

In resolving your complaint, we will:

- acknowledge your complaint and make sure we understand the issues
- record your complaint and investigate the matters raised
- do everything we can to fix any problems
- keep you informed of our progress
- give you our name, a reference number and contact details so that you can follow up at any time, and
- provide a written resolution letter (for complaints not resolved within five business days), which explains our investigation, decision and reasons for our decision.

¹ Section 912B requires financial services licensees who provide financial services to retail clients to have arrangements for compensating those persons for loss or damage suffered because of breaches of relevant legal obligations by a licensee or its representatives.

We will make every effort to resolve your query as quickly as possible, but no later than 45 days, unless your complaint relates to a death benefit distribution, in which case no later than 90 days.

Occasionally, there may be delays in responding to your complaint, due to the complexity of the resolution or due to circumstances outside of our control. If this occurs we will let you know about the delay, the reason for the delay and your options, including your right to complain to the external dispute body.

To lodge a complaint, you can contact us by:

CFS FirstChoice

Phone: 13 13 36
Email: membercare@cfs.com.au
Website: cfs.com.au/complaints
Mail: Complaints Resolution
GPO Box 3956
Sydney NSW 2001

CFS Edge

Phone: 1300 769 619
Online: By logging into the CFS Edge Client portal at cfs.com.au/cfsedge and using the 'Click to Chat' or the webform on the 'Contact us' page
Mail: Complaints Resolution
Locked Bag 20130
Melbourne VIC 3001

CFS Wrap

Phone: 1300 769 619
Email: complaints@cfs.com.au
Mail: Complaints Resolution
Locked Bag 3460
GPO Melbourne VIC 3001

External dispute resolution

If at any time you are not satisfied with the handling of your complaint or the resolution we have provided, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You can contact AFCA by:

Website: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678 (free call)
Mail: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Time limits may apply to complain to AFCA so you should act promptly, or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.