

# FINANCIAL SERVICES GUIDE

Financial Mandate Pty Ltd |  
AFSL number 700151

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## PURPOSE

This **Financial Services Guide** (FSG) explains the financial services and advice provided by Financial Mandate Pty Ltd and your Financial Adviser (Adviser), who is an authorised representative of Financial Mandate Pty Ltd. The FSG provides information on what to expect during the financial advice process including the types of documents you are likely to receive, our related parties and potential conflicts of interests, how we manage privacy and complaints. It also contains information about how we are paid and fees you may be charged.

This FSG contains an **Adviser Profile** for your Adviser. It contains important information about your Adviser including relevant authorised representative number and areas of authorisation.

**Please take the time to review the FSG and Adviser Profile before engaging our services.**

### Not Independent

Financial Mandate Pty Ltd and our Advisers/We may receive commissions associated with the issue of life insurance products.


For these reasons, we do not represent ourselves as independent, impartial or unbiased.

Please refer to the 'Remuneration' section for more information.

## HOW TO CONTACT US

Financial Mandate Pty Ltd  
ABN 75 686 236 180

Level 1, 66 King St  
Sydney NSW 2000

 +61 478 455 557

 [info@financial-mandate.com.au](mailto:info@financial-mandate.com.au)

 [www.financial-mandate.com.au](http://www.financial-mandate.com.au)

# FINANCIAL SERVICES AND PRODUCTS WE CAN PROVIDE

Financial Mandate Pty Ltd can offer the following services and products. Your Adviser's specific authorisations are included within their personalised Adviser Profile.



## Superannuation and Retirement Planning

- Personal Superannuation
- Corporate Superannuation
- Industry and Public Sector Superannuation
- Pensions and Annuities
- Self-Managed Superannuation
- Centrelink / Veterans' Affairs Assistance



## Wealth Creation and Investments

- Cash and Term Deposits
- Investment Bonds
- Managed Investments
- Exchange Traded Products
- Listed Securities (Shares and other products)
- Margin Lending
- Gearing



## Wealth Protection

- Term Life Insurance
- Total and Permanent Disability (TPD) Insurance
- Trauma Insurance
- Income Protection Insurance
- Business Insurance
- Insurance Claims Assistance



## Other Financial Planning Services

- Budgeting and Cashflow Management
- Debt Management
- Estate Planning Assistance

# THE ADVICE PROCESS AND DOCUMENTS YOU MAY RECEIVE

Your Adviser will guide you through the advice process. This includes the following steps:



## Engagement and Discovery

In the initial stages of the advice process your Adviser will work with you to define your financial goals and objectives, and gather relevant information required to provide you appropriate advice.

Your Adviser will generally collect relevant information within a **Client Data Form** and file notes. You can expect to be asked questions related to your income, expenses, assets, liabilities, insurances and superannuation. It is important that you provide accurate information and keep your Adviser informed of any changes to your relevant circumstances. Your Adviser will ask you to consent to your personal information being collected and stored. Please refer to the 'Privacy' section for more information on how we manage your privacy.

Where your goals relate to investment or superannuation advice your Adviser will also work with you to define your level of risk tolerance. A **Risk Profile Questionnaire** may be used to document and agree upon your level of risk tolerance.

Your Adviser may also use an **engagement document** to define the arrangement with you, and the fees that may apply.

Your Adviser will also need to verify your identity to comply with Anti-Money Laundering and Counter Terrorism Financing laws.



## Strategy and Personal Advice

After obtaining relevant information, your Adviser will conduct research and develop a strategy to assist you to meet your goals and objectives. The strategy is typically developed utilising specialised financial planning software.

Where personal financial product advice is being provided, the strategy will be documented in a **Statement of Advice**. The Statement of Advice will include amongst other things, the basis of the advice, explanation of the strategies and products recommended and relevant disclosures including costs of advice and products. The Statement of Advice includes an authority to proceed section where you can consent to proceed with the recommendations.

Where a financial product has been recommended, you will generally be provided with a copy of the relevant **Product Disclosure Statement (PDS)**. The PDS includes detailed information on the financial product including features, benefits, conditions, costs and cooling off rights (if applicable).



## Implementation

Where you elect to proceed with the recommendations your Adviser will work with you to implement the strategy. This may include liaising with various insurance, superannuation, or investment product issuers.

Where the recommendations include the purchase of a new financial product, your Adviser will work with you to complete the relevant **Product Application Form**. This may be online, or paper based.

Where the recommendations include the purchase of an insurance policy, you may also need to complete a **Health Questionnaire**. This could be online, paper-based or over the phone. It is important to disclose any health or personal matters truthfully. Failure to disclose certain matters may result in a claim being denied.

## GENERAL ADVICE

Your Adviser may provide you with general advice that does not consider your personal circumstances, needs or objectives. Your Adviser will give you a warning when they provide you with general advice. You should consider whether you need personal advice which takes into account your individual situation before you make any decisions.

## FURTHER ADVICE

Depending on your relevant circumstances, you may require further advice such as adjustments to superannuation contributions, insurance benefit amounts, or a review of your strategy.

Further advice can generally be documented in a **Record of Advice** and relevant file notes. In some instances, a Statement of Advice may be required. You may request, in writing, a copy of any advice document up to seven (7) years after the advice has been given.

An **Ongoing Fee Arrangement** may be utilised to formalise the ongoing services that your Adviser has agreed to provide for a fee.

Alternatively, you may agree to a **Fixed Term Arrangement** with your Adviser. This arrangement will outline the services you will be provided for a fee over a specific term not greater than 12 months.

You may be required to sign a **Consent Form** that is provided to your relevant investment or superannuation provider. The Consent Form will detail the services offered and estimated fees for the next 12 months.

You may cease any fee arrangements or disengage from your Adviser by providing written notice to your Adviser or product issuer.

## HOW TO PROVIDE INSTRUCTIONS

Your Adviser may accept your instructions by phone, letter, or email. In some instances, your Adviser can only accept written instructions from you, and they will let you know when this is required. Your Adviser will also need to verify your identity prior to acting on instructions.

## REMUNERATION

Financial Planning Mandate Pty Ltd and your adviser are remunerated for the services they provide through various methods of remuneration, including payments made by you (service and advice fees), and payments received from product issuers. These payments will be disclosed to you in your advice/disclosure document. In circumstances where we cannot determine the amount of remuneration, we will disclose the method of calculation.

### Advice Fees

The Advice Fees you pay to Financial Planning Mandate is a fixed dollar amount quoted in the Letter of Engagement.

These fees may include:

Initial Advice Fee - for initial advisory services

Implementation Fee - for the implementation of financial advice and products

Adviser Service Fee - when your adviser provides you with ongoing advice and service.

These fees are payable by you and may be paid either directly from you or from your financial product/s.

### How will I pay for the services provided?

Prior to providing any service we will mutually agree on the method of our remuneration. We offer a variety of service levels and fee structures that can be tailored to suit your individual circumstances.

Please refer to the adviser/company profile provided to you for specific details of your adviser's fee structure.

### Insurance (risk) products

Financial Mandate Pty Ltd may receive an initial commission from the product issuer when you decide to buy a risk product your adviser recommends to you. This commission may range from 0.0% to 66% (including GST) of the initial

premium amount, depending on the product. For example, for a Term Life base premium of \$1,000 per annum in a product where the product issuer pays Financial Mandate Pty Ltd an initial 66% commission (including GST), Financial Mandate Pty Ltd will receive commission of \$660 (\$600 plus GST).

Some product providers may pay commissions on stamp duty and policy fees. Initial commissions may also be payable to Financial Mandate Pty Ltd on any premium increases resulting from increases in sums insured that you decide to make during the time you hold the product. This initial commission will only apply to the component of the increased premium resulting from the increase in sum insured.

Financial Mandate Pty Ltd may also receive ongoing commission, which may range from 0.0% to 33% (including GST) of the renewal premium from the 2nd year. For example, an annual base premium of \$1,000 in a product whose issuer pays Financial Mandate Pty Ltd a 33% (including GST) ongoing commission from the 2nd year, Financial Mandate Pty Ltd will receive an ongoing commission of \$330 per annum (\$300 plus GST).

The typical ranges of our advice service fees and commissions for insurance products are as follows:

Remuneration	Up to	
SoA Preparation Fee	\$30,000	
Implementation Fee	\$30,000	
Remuneration	Initial	Per Annum
Adviser Service Fee	Up to \$30,000	Up to \$30,000
Insurance Commission*	0% to 66%^	0% to 35%

\*Based on a % of the insurance premiums

^Applicable from 1 January 2020 to new policies. If the policy was issued before 1 January 2020 commission of up to 130% will apply to additional cover.

### Your Adviser

All fees and commissions are initially paid to Financial Mandate Pty Ltd before being distributed to your Adviser or to the financial planning business.

Information about how your Adviser is remunerated will be disclosed in the Adviser Profile. Your Adviser may also receive non-monetary benefits which include benefits of less than \$300, benefits related to education and training (including attendance at professional development days and conferences), and provision of software related to the financial products being recommended

## BENEFITS, INTERESTS AND ASSOCIATIONS

Neither Financial Mandate Pty Ltd nor its directors hold any shares, loans or have any relationships or associations with any institutional product issuer that could be expected to influence the provision of financial services.

Financial Mandate Pty Ltd and our Authorised Representative may receive additional benefits from the product providers we deal with. These will include sponsorship for the purpose of making available professional development to our Authorised Representatives, and may also include lunches, invitations to sporting events, theatre tickets, branded promotional items, and occasional gifts such as Christmas hampers and bottles of wine on special occasions etc. A register of any such payments or support received is maintained at Financial Mandate Pty Ltd head office and in the office of our Authorised Representative and may be viewed on request. Non-monetary benefits that are accumulated to total above \$300 for each provider is considered to be 'conflicted remuneration' and is banned. Additional benefits are not permitted to be paid to our Authorised Representative if they are as a result of, or conditional on, the amount of business an Authorised Representative gives to a product provider.

## COMPLAINTS

In the event of a complaint, we take this with priority to resolve and ensure the integrity of our services to you. If you have any complaints about the services provided to you, you should take the following steps:

1. Contact your Authorised Representative and tell them about your complaint.
2. If your complaint is not satisfactorily resolved within three working days, please contact Financial Mandate Pty Ltd.

### In writing

Your complaint can be sent to:  
Level 1, 66 King St, Sydney NSW 2000 or

### Email

Send to [info@financial-mandate.com.au](mailto:info@financial-mandate.com.au)

3. Financial Mandate Pty Ltd will endeavour to resolve all complaints within 45 days of lodgement. Should there be special circumstances relating to the complaint, such that it is not reasonable for the complaint to be resolved in that time, Financial Mandate Pty Ltd will inform you of the reasons for the delay. We may request an extension of time up to a total of 90 days.
4. If Financial Mandate Pty Ltd has not responded within 45 (or 90) days or you are not satisfied with the response, you can lodge a dispute with the Australian Financial Complaints Authority (AFCA).
5. If you are not fully satisfied with our response, you have the right to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Phone 1800 931 678 (free call)

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

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

Mail GPO Box 3  
Melbourne VIC 3001

## Compensation Arrangements

We have professional indemnity insurance in place that complies with the Corporations Act 2001. Our insurance covers claims made against former representatives for their conduct while they were authorised by us.

## PRIVACY

Financial Mandate Pty Ltd respects your privacy and is committed to protecting and maintaining the security of the personal and financial information you provide us. For detailed information on how we handle your personal information, please refer to our Privacy Policy here [www.financial-mandate.com.au](http://www.financial-mandate.com.au).

We also need to collect copies of your identification to meet our obligations under the Anti-Money Laundering and Counter Terrorism Financing Act 2006. We may also request that you provide us with your Tax File Number, however if you choose not to, there may be tax implications for you.

If you have any complaints about how we handle your private information, please contact one of the Directors of Financial Mandate Pty Ltd at the contact points shown above. We take your privacy seriously and will address your concerns through our complaints handling process. If you believe you do not receive a satisfactory resolution to your concerns, you may contact the Office of the Australian Information Commissioner (OAIC). ([www.oaic.gov.au](http://www.oaic.gov.au))

## ADVISER PROFILE – KHAI PHAN

This adviser profile is a summary about me and should be read in conjunction with the Financial Services Guide (FSG) issued by Financial Mandate Pty Ltd. My profile sets out my contact details, professional details, the services and products I provide and how I am paid.

### **Khai Phan | Authorised Representative Number No. 246107**

Evolucian Pty Ltd trading as Transfigr Corporate Authorised Representative No. 1307597

ABN 66 643 509 497

Address: Level 1, 66 King Street Sydney NSW 2000



+61 478 455 557



khai@transfigr.com



www.transfigr.com

Evolucian Pty Ltd trading as Transfigr Corporate Authorised Representative No. 1307597 is authorised by Financial Mandate Pty Ltd ABN 75 686 236 180 | AFSL No. 700151. Financial Mandate Pty Ltd authorises your adviser to distribute this document.

### **About Me**

I have been working in the financial services industry and providing financial advice services to clients since 2003..

### **I hold the following qualifications:**

- Diploma of Financial Services (Financial Planning)
- Bachelor of Laws
- Bachelor of Commerce (Finance)
- Margin Lending and Geared Investments

### **Authorisations**

I am authorised in the following financial services and products:

- Superannuation
- Pensions and Annuities
- Self-Managed Superannuation Funds
- Cash and Term Deposits
- Managed Investments
- Listed Securities (shares and other products)
- Investment Bonds
- Margin Lending
- Life Insurance
- Centrelink/Veterans Affairs Assistance
- Budgeting and Cashflow Management
- Debt Management

## **Fees and commissions paid to Financial Mandate Pty Ltd**

### **Initial commissions paid to Financial Mandate Pty Ltd**

Financial Mandate Pty Ltd may receive initial commission from the product providers if you decide to purchase a product I recommend. The amount of initial commission is calculated as a percentage of the premium paid by you. The commission is paid by the Insurer when you purchase the insurance.

#### **Initial commissions, where permitted by law, are calculated as follows:**

Life Insurance risk products: between 0% - 66% (GST inclusive) of the premium that you pay.

### **Ongoing commissions paid to Financial Mandate Pty Ltd**

Ongoing commissions may be paid regularly by the product provider for the length of time that you hold the product. They are usually paid to Financial Mandate Pty Ltd by the product provider out of the revenue the product provider earns.

#### **Ongoing commissions, where permitted by law, are calculated as follows:**

Life Insurance risk products: between 0% and 33% (GST inclusive) of the renewal premium. For level commission arrangements this will be up to 30% (GST inclusive) of the renewal premium.

For example, if an insurance product is recommended and you pay a premium of \$500, then the total “upfront” commission paid by the product issuer to Financial Mandate Pty Ltd will be between \$0 and \$330.

Thereafter, the “ongoing” commission paid to Financial Mandate Pty Ltd will be between \$0 and \$165 (assuming upfront commission arrangements and there is no change to the premium you pay in subsequent years).

### **Fees and Charges**

Fees may be charged for the services I provide. These fees will be agreed upon and confirmed to you prior to any service provided. Current fees and charges (GST inclusive) are:

#### **Initial Consultation**

No cost. The purpose of this meeting is to discuss your advice requirements and agree on next steps.

#### **Advice Preparation Fees**

Fees for the preparation of your advice may range between \$660 and \$10,000.

As outlined we may receive commission from the placement of insurance products. Where insurance advice has been provided but does not proceed or is cancelled within two years of implementation an advice fee of between \$600 and \$2,000 may apply.

#### **Implementation Fees**

Fees for the implementation of your advice may range between \$0 and \$10,000 depending on the complexity of the implementation.

#### **Ongoing Advice Fees**

To ensure your plan remains relevant to your needs and objectives, we recommend reviewing your plan regularly. Ongoing advice fees will be dependent upon the complexity of your circumstances and services required. Fees for this service may range from \$1,500 pa to \$30,000 pa.

### **Consulting Fees**

For any other service you require that is not specified above, we will charge an hourly rate of \$550/hr. The exact amounts of fees and charges and initial and ongoing commissions for the products you have purchased as a result of my recommendation to you will be detailed in your Statement of Advice.

### **How my associates and I are remunerated**

When Financial Mandate Pty Ltd receives either a fee or an initial or ongoing commission as a result of a recommendation I have made to you, Transfigr is paid 100% of the commission and fees paid to Financial Mandate Pty Ltd.

### **Other benefits I may receive**

As an authorised representative of Financial Mandate Pty Ltd I may receive other benefits, including information technology software and support, professional development programs and conferences. I may also be entitled to other incentives including entertainment benefits, valued at under \$300. Where required by law, such benefits will be recorded in an Alternative Remuneration Register which is available to you on request.