



WATERSHED

Financial Services Guide

Watershed Dealer Services Pty Ltd

This Financial Services Guide (“FSG”) is issued and approved by Watershed Dealer Services Pty Ltd ABN 29 162 693 272 AFSL 436357 to inform you about the Financial services provided by the advisers on our behalf.

This FSG aims to provide you with information about the Financial products and services that Watershed Dealer Services Pty Ltd offer.

Before we provide you with Financial advice, you should read this FSG. It contains important information to help decide whether to use our services:

- Who we are and how you can contact us?
- The Financial services we are authorised to provide.
- Initial and ongoing advice we provide.
- How we are paid.
- How we deal with your personal information.
- Who to contact if you have a complaint?

Financial Adviser Standards and Ethics Authority Ltd (FASEA), the standards body for Part 7.6 of the Corporations Act 2001 (**The Code**) has determined a Code of Ethics.

The Code imposes ethical duties on all providers of personal advice to retail clients and is designed to promote higher standards of behaviour and professionalism in the financial services industry.

Watershed Dealer Services Pty Ltd and our representatives will always act in a way that demonstrates, realises and promotes the five values and twelve standards of the Code. The Code can be viewed via the <https://www.fasea.gov.au/code-of-ethics/>

This FSG must be read in conjunction with Part 2 as it forms part of this FSG. It provides detailed information about your Adviser such as their contact details, referral sources and the types of Financial products they can advise and deal in.

Please retain both Part 1 (including Appendix A) and Part 2 for your reference and any future dealings with Watershed Dealer Services Pty Ltd. Please note that Watershed Funds Management is the provider of the Managed Discretionary Account services.

Information about us

Watershed Dealer Services Pty Ltd is a firm focused on providing a personalised strategic Financial and investment advice. Our open market approach means we are not limited or defined by existing legacy agreements and ownership structures, our advice is objective, and we take pride in adopting the latest proven technological developments to enhance our interaction with clients and ensure a personalised service.

We are committed to our founding values of providing independent and objective advice tailored to each individual client.

Documents you may receive from us

If we provide you with personal Financial product advice rather than general Financial product advice, we will initially provide you with a SOA. Personal Financial product advice is advice that considers one or more of your objectives, Financial situation and needs. The SOA will contain the advice, the basis on which it is given, and information about fees, commissions and any associations, which may have influenced the advice.

The PDS contains information about the product and will assist you in making an informed decision about that product.

For further advice, a ROA may be provided instead of a SOA, if there have been no significant changes in your personal circumstances or the basis of the advice has not significantly changed since.

If you choose to use our services, you may also receive from us a Product Disclosure Statement (PDS).

What we will need from you

To invest in any of our recommended Financial products, you will need to complete a fact find and a risk profile questionnaire. We expect that you will provide us with accurate information, so that we have a reasonable basis on which to provide you with advice. You have the right to withhold personal information, but this may compromise the effectiveness of the advice you receive.

We expect that you will use our advice to enable you to make informed Financial decisions.

We expect that, where appropriate, you will inform your adviser of any changes that may influence your future objectives.

As a Financial service provider, we have an obligation under the Anti-Money Laundering and Counter Terrorism Finance Act to verify your identity and the source of any funds. This means that we will ask you to present identification documents, such as passports and driver's licence. We will also retain copies of this information. We assure you that this information will be held securely. We cannot provide you with services if you are unwilling to provide this information.

Providing advice that is suitable to your investment needs and Financial circumstances

To do so we need to find out your individual investment objectives, Financial situation and needs before we recommend any investment or risk products to you. You have the right not to divulge this information to us, if you do not wish to do so. In that case, we are required to warn you about the possible consequences of us not having your full personal information. You should read the warnings carefully.

The advice provider is obligated to act in your best interest, and this requires the advice provider to collect all required information about your Financial situation and needs and objectives, make inquiries into the information provided, and investigate appropriate products and strategies that will meet your needs and objectives. From time to time, where the advice provider cannot recommend any appropriate products or where the advice provider feels your best interest will not be served by him/her, the advice provider has a right to refuse provision of advice or services.

Services, Products and Advice we offer

Services

- Investments and wealth creation
- Tax minimisation
- Risk management and insurance
- Retirement and superannuation planning
- Cashflow management and debt reduction
- Salary packaging
- Business succession planning

Products

- Provide personal and general Financial product advice on; and
- Deal in, by applying for, acquiring, varying or disposing of the following Financial products:
 - Deposit products limited to basic deposit products;
 - Debentures, stocks or bonds issued or proposed to be issued by a government;
 - Derivatives limited to old law securities options contracts and warrants;

- Life insurance products;
- Managed Investment Schemes (including IDPS);
- Retirement Savings Account Products;
- Superannuation;
- Securities;
- Margin Lending; and
- Managed discretionary accounts (MDA's) – *Appendix A has additional information applicable to this product.*

Watershed Dealer Services Pty Ltd supports your adviser by providing access to Financial product research conducted by external researchers. This assists your Adviser to select products that will help you reach your Financial goals.

We will not provide advice on products that are not on our Approved Products List.

We will not provide advice on classes of Financial products other than those detailed above.

Service Fees

Watershed Dealer Services Pty Ltd is paid through a combination of fees for service. All payments are made directly to Watershed Dealer Services Pty Ltd

Fees are payable in advance and will be fully explained prior to work being undertaken.

When the SOA is presented to you, you can choose to engage Watershed Dealer Services Pty Ltd to implement the recommendations at the cost disclosed in the SOA, or to pay for the SOA and not proceed any further. All fees and charges are provided in writing as a part of the SOA.

Advice fees and charges

This table is an indicator of possible Fee for service: (Suggested Fee Table – need to populate with fees)

Service	Description	Price Range
Preparation of a comprehensive Statement of Advice	Depending of the complexity and sophistication of client situations.	From \$ to \$ incl. GST
Initial advice	The initial advice fee covers the cost of researching and preparing your financial plan and is based on a set dollar amount. Before providing you with initial advice we will prepare an Initial Advice Agreement. The Initial Advice Agreement sets out what our initial advice will cover and how much it will cost you.	From \$ to \$ incl. GST

	The initial advice fee will be disclosed in your SOA.	
Advice implementation	The advice implementation fee covers the administrative time spent implementing the recommended strategies and products and is based on a set dollar amount. The advice implementation fee will be disclosed in your Initial Advice Agreement and / or your SOA.	From \$ to \$ incl. GST
Ongoing service and advice fee	The ongoing advice fee covers the cost to review the strategies and the products recommended in your SOA. An ongoing review helps you take advantage of opportunities as they become available. Our fees will be disclosed in detail in your SOA.	From \$
Buy or sell shares	We charge a flat fee. This is exclusive of the brokerage charged by your stockbroker; Does this apply to your business?	\$ incl. GST
Buy or sell warrants	We charge a flat fee. Does this apply to your business?	\$ incl. GST
Incidental work	Where work is carried out, which does not fall into the normal range of services for which fees have been set. Does this apply to your business?	\$ incl. GST

Commission

Please note that in relation to the Financial products or life insurance products we recommend, Watershed Dealer Services Pty Ltd is eligible to receive the following terms of payment:

Period	Capped % Fee	Trailing Commission % of Premium where there is not increase in benefit of the policy
1 January 2020	60%	20%

Note: There are clawback of commission provisions where policies are cancelled, dependant on age of the policy.

Alternative Remuneration

Watershed Dealer Services Pty Ltd may from time to time receive a benefit from preferred product providers by way of sponsorship of educational seminars, conferences or training days. Other benefits, such as prizes, awards and hospitality events (e.g. sporting events) may also be received. Details of benefits between \$100 and \$300 will be maintained on a Register. Benefits over \$300 are not allowed to be accepted.

You have a right to request for further information in relation to the remuneration, the range of amounts or rates of remuneration, and soft dollar benefits received by the licensee and/or authorised representative.

Relationships and Associations

Any recommendations you receive will be based on your adviser's assessment of your personal circumstances, needs and objectives. These factors underpin the advice you receive but it is important for you to appreciate from time to time our interests, associations, relationships and the benefits we receive may give rise to an actual or potential conflict of interest. We manage and will clearly disclose any conflicts that we believe may influence our advice.

Your adviser may hold an interest in a Financial product. Any significant interest/ownership will be recorded in a register of Financial product holding and, where appropriate, this holding will be disclosed to you in the SOA or ROA.

Privacy

We maintain a record of your personal profile that includes details of your investment objectives, Financial situation and needs. We also maintain records of any recommendations made to you. If you wish to examine your file, you should ask your adviser and they will arrange for you to do so.

We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. Please refer to Watershed Dealer Services Privacy Policy for further information at <http://www.watershedgroup.com.au/privacy-policy/>.

Compensation Arrangements

Professional indemnity insurance is maintained by Watershed Dealer Services Pty Ltd to cover advice, actions and recommendations which have been provided by representatives of Watershed Dealer Services Pty Ltd. The insurance satisfies the requirements imposed by section 912B of the Corporations Act 2001 and related Financial services regulations, such as the Australian Securities and Investments Commission's ("ASIC") Regulatory Guide 126. The Professional Indemnity insurance, subject to its terms and conditions, provides indemnity up to the Sum Insured for Watershed Dealer Services Pty Ltd and our representatives/employees, in respect of our authorisations and obligations under our Australian Financial Services Licence. This insurance will continue to provide such coverage for any

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representative/employee, who has ceased work with Watershed Dealer Services Pty Ltd for a minimum of 7 years from the date of ceasing the relationship.

What should you do if you have a complaint?

Watershed Dealer Services Pty Ltd committed to providing quality advice to our clients. This commitment extends to providing accessible complaint resolution mechanisms for our clients. If you have any complaint about the service provided to you, you should take the following steps:

1. Contact your adviser and tell them about your complaint. We will respond upon receipt or notification.
2. If your complaint is not satisfactorily resolved within 45 days, please call us or put your complaint in writing. We will try and resolve your complaint quickly and fairly.

Complaints Officer
Watershed Dealer Services Pty Ltd
Phone: +613 9614 8899
Email: contact@watershedgroup.com.au

3. If an issue has not been resolved to your satisfaction, 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.

Website: www.afca.org.au
Email: info@afca.org.au
Telephone: 1800 931 678 (free call)

In writing to:
Australian Financial Complaints Authority,
GPO Box 3,
Melbourne VIC 3001

The Australian Securities & Investments Commission (ASIC) also has a free call Infoline on 1300 300 630, which you may use to make a complaint or obtain information about your rights.

Contact Details

Watershed Dealer Services Pty Ltd

Address: Lv.22, North Tower, 459 Collins Street, Melbourne VIC 3000
Postal: PO Box 16197 Collins Street West, Melbourne, VIC 8007
Telephone: +613 9614 8899
Email: contact@watershedgroup.com.au
Website: <http://www.watershedgroup.com.au>



WATERSHED

DEALER SERVICES

PRIVACY POLICY

Watershed Dealer Services Pty Ltd

Privacy Policy

Obligation

As an Australian Financial Services Licensee and a holder of personal information about our clients, it is our objective to ensure that Watershed Dealer Services Pty Ltd and its representatives comply with all relevant aspects of the Australian Privacy Principles (APPs), as set out in the Privacy Amendment (Enhancing Privacy Protection) Act 2012, and with the Notifiable Data Breach Scheme (NDB Scheme).

All APPs require Watershed Dealer Services Pty Ltd to take reasonable steps to protect personal information it holds from misuse, interference and loss, as well as unauthorised access, modification or disclosure under APP11 – Security of Personal Information. Licensees who trade in personal information have additional obligations under the remaining APPs. All Licensees holding personal information are expected to implement a Privacy Policy in compliance with the APPs. In addition, the NDB Scheme applies to entities that have an obligation under APP 11 of the Privacy Act to protect the personal information they hold.

Adherence to the Watershed Dealer Services Pty Ltd Privacy Breach Policy and Data Response Plan (The Policy) is expected and will be monitored to ensure that personal information is secured adequately and breaches, both suspected and actual, are treated appropriately as per the guidelines set by the Office of the Australian Information Commissioner (OAIC).

Expectation

The OAIC's focus of the Privacy Act and NDB Scheme obligations is to increase protection levels across the board and keep individual's personal information more secure. It's the responsibility of APP entities to secure and protect the personal information they hold and prevent breaches from occurring. The NDB Scheme provides a framework that requires businesses to respond swiftly and with transparency to mitigate the damage potentially caused by a breach. This ultimately gives consumers more confidence that their personal information is being appropriately safeguarded and that they will be made aware if their information is compromised.

Watershed Dealer Services Pty Ltd as an organisation has undertaken to ensure that its privacy program embraces the principles established by the APPs under the Privacy Act and abides by the requirements of the NDB Scheme.

Privacy Act 1988 (Privacy Act)

Australian Privacy Principles

- APP 1 — Open and transparent management of personal information
- APP 2 — Anonymity and pseudonymity
- APP 3 — Collection of solicited personal information
- APP 4 — Dealing with unsolicited personal information
- APP 5 — Notification of the collection of personal information
- APP 6 — Use or disclosure of personal information
- APP 7 — Direct marketing
- APP 8 — Cross-border disclosure of personal information
- APP 9 — Adoption, use or disclosure of government related identifiers
- APP 10 — Quality of personal information
- APP 11 — Security of personal information
- APP 12 — Access to personal information
- APP 13 — Correction of personal information

The NDB Scheme (under Part IIIC of the Act)

Commitment

Watershed Dealer Services Pty Ltd is committed to providing you with the highest levels of client service. Watershed Dealer Services Pty Ltd recognises that your privacy is very important to you. As such, this organisation is committed to providing a privacy program that ensure the correct management of personal information, identification of breaches or suspected breaches of the Policy and utilising the breach Response Plan to ensure we are able to respond quickly to suspected data breaches, and take appropriate steps as required under the NDB Scheme.

Watershed Dealer Services Pty Ltd is committed to all stages of the NDB Scheme and the reporting of data breaches from identification of a breach/potential breach including containment, evaluation, notification and review of the breach including taking action to prevent future breaches.

Refer Appendix A; comprehensive information on how this company will undertake its NDB Scheme.

Further information on privacy in Australia may be obtained by visiting the website of the Office of the Australian Information Commissioner at www.oaic.gov.au.

Watershed Dealer Services Pty Ltd believes that this Privacy Policy discloses the purpose, and how the personal information you provide to us and our representatives, is collected, used, held, disclosed and disseminated.

As a Licensee, Watershed Dealer Services Pty Ltd ensures that there are adequate resources in place to develop, implement and maintain the privacy program and response plan. All representatives of Watershed Dealer Services Pty Ltd are made aware of the privacy program and are encouraged to identify privacy issues and notify directly to Watershed Dealer Services Pty Ltd.

Watershed Dealer Services Pty Ltd is required to meet particular legislative and regulatory requirements. The information that we seek to collect about you will depend on the products or services that we provide. If you provide inaccurate or incomplete information, we may not be able to provide you with the services you requested.

We encourage you to check our website regularly for any updates to our Privacy Policy.

Your Personal Information

When you apply for our products or services, we may ask for identification information. This could include your name, address, contact details and date of birth. We may also collect your tax file number if we are authorised to collect it and if you choose to supply it.

How Watershed Dealer Services Pty Ltd Collects Personal Information

We collect personal information directly from you or from third parties once authorisation has been provided by you. You have a right to refuse us authorisation to collect information from a third party.

How Watershed Dealer Services Pty Ltd Uses Your Personal Information

Primarily, your personal information is used in order to provide you with products or services. We may also use the information that is related to the primary purpose and it is reasonable for you to expect the information to be disclosed.

From time to time, we may provide you with direct marketing material. This will include articles and newsletters that may be of interest to you. We may only use sensitive information about you for direct marketing once we have obtained your consent.

Watershed Dealer Services Pty Ltd maintains details of the source of your personal information used for direct marketing and you have the right to request these details.

We will endeavour to meet your request within two (2) weeks. A register is maintained for those individuals not wanting direct marketing material.

When Watershed Dealer Services Pty Ltd Discloses Your Personal Information*

In line with modern business practices common to many financial institutions and to meet your specific needs we may disclose your personal information to the following organisations:

- superannuation fund trustees, insurance providers, fund managers and other product providers in order to manage or administer your product or service;
- compliance consultants;
- temporary staff to handle workloads during peak periods;
- mailing houses;
- your professional advisers, including your solicitor or accountant as authorised by you;
- information technology service providers;
- Government and regulatory authorities, as required or authorised by law
- another authorised representative of Watershed Dealer Services Pty Ltd if necessary;
- a potential purchaser/organisation involved in the proposed sale of Watershed Dealer Services Pty Ltd.'s business for the purpose of due diligence, corporate re-organisation and transfer or all or part of the assets of the business. Disclosure will be made in confidence and it will be a condition of that disclosure that no personal information will be used or disclosed by them;
- a new owner of the business that will require the transfer of your personal information.

Watershed Dealer Services Pty Ltd.'s employees and the outsourcing companies/contractors are obliged to respect the confidentiality of any personal information held by Watershed Dealer Services Pty Ltd.

The Corporations Act has provided the Australian Securities and Investments Commission (ASIC) with the authority to inspect certain personal information that is kept on Watershed Dealer Services Pty Ltd.'s files about you.

[Licensee Name] takes its obligations to protect your information seriously, this includes if/when Watershed Dealer Services Pty Ltd operates throughout Australia and overseas, as part of its operations. Some uses and disclosures of your information may occur outside your State or Territory and/or outside of Australia. In some circumstances we may need to obtain your consent before disclosure of your information outside Australia occurs.

How Watershed Dealer Services Pty Ltd Stores and Secures Your Personal Information

Watershed Dealer Services Pty Ltd keeps your personal information in your client files or electronically. These files are accessible to authorised personnel only and are appropriately secured and subject to confidentiality requirements.

Personal information will be treated as confidential information and sensitive information will be treated highly confidential.

It is a legislative requirement that Watershed Dealer Services Pty Ltd keeps all personal information and records for a period of seven (7) years. Should you cease to be our client, we will maintain your personal information on or off site in a secure manner for seven (7) years. After this period, the information will be destroyed.

Ensure Your Personal Information Is Correct

Watershed Dealer Services Pty Ltd takes all reasonable precautions to ensure that the personal information collected, used and disclosed is accurate, complete and up to date. To ensure that we can maintain this level of accuracy and completeness, it is recommended you:

- inform us of any errors in your personal information; and
- update us with any changes to your personal information as soon as possible.

Unsolicited Information

Watershed Dealer Services Pty Ltd does not usually collect unsolicited personal information. Where we receive unsolicited personal information, it will be determined whether or not it would have been permissible to collect that personal information if it had been solicited. If Watershed Dealer Services Pty Ltd determines that collection would not have been permissible, to the extent permitted by law, the personal information will be destroyed or de-identified as soon as practicable.

Access to Your Personal Information

You have a right to access your personal information, subject to certain exceptions allowed by law. We ask that you provide your request for access in writing (for security reasons) and we will provide you with access to that personal information. Access to the requested personal information may include:

- providing you with copies;
- providing you with the opportunity for inspection; or
- providing you with a summary.

If charges are applicable in providing access to you, these charges will be disclosed to you prior to providing the information.

Some exceptions exist where Watershed Dealer Services Pty Ltd will not provide you with access to your personal information if:

- providing access would pose a serious threat to the life or health of a person;
- providing access would have an unreasonable impact on the privacy of others;
- the request for access is frivolous or vexatious;
- the information is related to existing or anticipated legal proceedings between Watershed Dealer Services Pty Ltd and the client and would not be discoverable in those proceedings;
- providing access would reveal Watershed Dealer Services Pty Ltd.'s intentions in relation to negotiations with you in such a way as to prejudice those negotiations;
- providing access would be unlawful;
- denying access is required or authorised by or under law;
- providing access would be likely to prejudice certain operations by or on behalf of an enforcement body or an enforcement body requests that access not be provided on the grounds of national security.

Should we refuse you access to your personal information, a written explanation for that refusal will be provided.

Using Government Identifiers

Although in certain circumstances Watershed Dealer Services Pty Ltd is required to collect Government identifiers such as your tax file number, Medicare number or pension card number, Watershed Dealer Services Pty Ltd does not use or disclose this information other than when required or authorised by law or unless you have voluntarily consented to disclose this information to any third party.

Dealing with Watershed Dealer Services Pty Ltd Anonymously

You can deal with us anonymously or by using a pseudonym where it is lawful and practicable to do so. For example, if you telephone requesting our postal address.

Your Sensitive Information

Without your consent Watershed Dealer Services Pty Ltd will not collect information about you that reveals your racial or ethnic origin, political opinions, religious or philosophical beliefs or affiliations, membership of professional or trade association, membership of a trade union, details of health, disability, sexual orientation, or criminal record.

This is subject to some exceptions including:

- the collection is required by law; and
- when the information is necessary for the establishment, exercise or defence of a legal claim.

Watershed Dealer Services Pty Ltd.'s Website

Watershed Dealer Services Pty Ltd.'s website may provide links to third party websites. The use of your information by these third party sites is not within Watershed Dealer Services Pty Ltd.'s control and Watershed Dealer Services Pty Ltd cannot accept responsibility for the conduct of these organisations. Other websites are not subject to Watershed Dealer Services Pty Ltd.'s privacy standards. You will need to contact or review those websites directly to ascertain their privacy policies.

You may register with Watershed Dealer Services Pty Ltd to receive newsletters and other information. By doing so, your name and email address will be collected and stored on Watershed Dealer Services Pty Ltd.'s database. We will take care to ensure that the personal information you provide on our website is protected. For example, Watershed Dealer Services Pty Ltd.'s website has electronic security systems in place, including the use of firewalls and data encryption.

If you do not wish to receive any further information from Watershed Dealer Services Pty Ltd, or you wish to update your registration details, please email your request. We will endeavour to meet your request within five (5) working days.

Our website utilises cookies to provide you with a better user experience. Cookies also allow Watershed Dealer Services Pty Ltd to identify your browser while you are using the site – the cookies do not identify you. If you do not wish to receive cookies, you can instruct your web browser to refuse these cookies.

Complaints Resolutions

Please contact Watershed Dealer Services Pty Ltd.'s Privacy Officer if you wish to complain about any breach or potential breach of your privacy rights. Your complaint will be responded to within seven (7) days. Watershed Dealer Services Pty Ltd.'s Privacy Officer will investigate the issue and determine the steps to undertake to resolve your complaint. Watershed Dealer Services Pty Ltd.'s Privacy Officer will contact you if any additional information from you is required and will notify you in writing of the determination. If you are not satisfied with the outcome of your complaint, you are entitled to contact the Office of the Australian Information Commissioner.

Privacy Officer

Lv.22, North Tower

459 Collins Street

Melbourne 3000

Email: contact@watershedgroup.com.au

Spam Policy

Spam is a generic term used to describe electronic 'junk mail'- unwanted messages sent to a person's email account or mobile phone. In Australia, spam is defined as 'unsolicited commercial electronic messages'.

‘Electronic messaging’ covers emails, instant messaging, SMS and other mobile phone messaging, but does not cover normal voice-to-voice communication by telephone.

Watershed Dealer Services Pty Ltd complies with the provisions of the Spam Act when sending commercial electronic messages.

Equally importantly, Watershed Dealer Services Pty Ltd makes sure that its practices are in accordance with the Australian Privacy Principles in all activities where Watershed Dealer Services Pty Ltd deals with personal information. Personal information includes Watershed Dealer Services Pty Ltd.’s clients contact details.

Internal Procedure for Dealing with Complaints

The three key steps Watershed Dealer Services Pty Ltd follows:

Consent – Only commercial electronic messages are sent with the addressee’s consent – either express or inferred consent.

Identify – Electronic messages will include clear and accurate information about the person and the Watershed Dealer Services Pty Ltd contact that is responsible for sending the commercial electronic message.

Unsubscribe – Watershed Dealer Services Pty Ltd ensures that a functional unsubscribe facility is included in all its commercial electronic messages and deal with unsubscribe requests promptly.

Comply with the Law regarding Viral Messages

Watershed Dealer Services Pty Ltd ensures that Commercial Communications that include a Forwarding Facility contain a clear recommendation that the Recipient should only forward the Commercial Communication to persons with whom they have a relationship, where that relationship means that person could be said to have consented to receiving Commercial Communications.

Comply with the Age Sensitive Content of Commercial Communication

Where the content of a Commercial Communications seeks to promote or inspire interaction with a product, service or event that is age sensitive, Watershed Dealer Services Pty Ltd takes reasonable steps to ensure that such content is sent to Recipients who are legally entitled to use or participate in the product service or event.

Complaints Resolutions

The Spam Act specifies that the person’s consent has been withdrawn within five working days from the date that an unsubscribe request was sent (in the case of

electronic unsubscribe messages) or delivered (in the case of unsubscribe messages sent by post or other means).

Please contact Watershed Dealer Services Pty Ltd.'s Privacy Officer if you wish to complain about any breach or potential breach of your privacy rights. Your complaint will be responded to within 7 days.

If you are not satisfied with the outcome of your complaint, you are entitled to contact the Office of the Australian Information Commissioner.

Privacy Officer

Lv.22, North Tower

459 Collins Street

Melbourne 3000

Email: contact@watershedgroup.com.au

APPENDIX A:

Implementation

Watershed Dealer Services Pty Ltd demonstrates commitment to the privacy program by implementing best practices and adherence to privacy standards and compliance with the NDB Scheme with its commitment to:

- Wholesale Securities Privacy Policy and
- Data Breach Response Plan

Watershed Dealer Services Pty Ltd takes reasonable steps to protect personal information it holds from misuse, interference and loss, as well as unauthorised access, modification or disclosure. Should a breach be suspected or occur, Watershed Dealer Services Pty Ltd follows a documented plan covering strategy, assessment, treatment, and review of data breaches.

Response Team

The Watershed Dealer Services Pty Ltd.'s Senior Management and the Compliance Manager (Response Team) will have the overall responsibility for overseeing the Privacy Policy and Data Breach Response Plan. Both internal and external resources will be engaged as required to assist in the management of this function. The responsibilities of this role include but are not limited to:

- Ensuring all staff and representatives and staff are fully trained and aware of their privacy responsibilities;
- Dealing with privacy breaches, including under the NDB Scheme;
- Identifying issues which may lead to privacy breaches;
- Maintaining a detailed level of knowledge in relation to privacy issues i.e. regulatory and industry changes.

Identification of Breaches

All Watershed Dealer Services Pty Ltd.'s representatives will be provided with an Induction Program outlining its policies and expectations that all representatives' actions will be in accordance with Licensee policies, including the identification of privacy breaches.

Notification

When Watershed Dealer Services Pty Ltd is aware of reasonable grounds to believe an eligible data breach has occurred, they are obligated to promptly notify affected individuals of the likely risk of serious harm. The Commissioner must also be notified as soon as practicable through a statement about the eligible data breach.

Record Keeping

The following records are to be maintained with regard to privacy issues:

- Minutes of compliance meetings where privacy breaches are discussed
- Copies of evidence of a privacy breach
- Documents supporting steps of the Response Plan as follows:
 - Preliminary breach assessment
 - Notification to individuals
 - Notification to OAIC
 - Breach risk assessment
 - Review of breach incident outcomes and recommendations to prevent future breaches

Review and prevention

In the case of a breach, Watershed Dealer Services Pty Ltd, led by the Response Team, will review the incident and take action to prevent future breaches.

What Constitutes a Data Breach?

A data breach is unauthorised access to or unauthorised disclosure of personal information, or a loss of personal information an entity holds. A data breach occurs when personal information is lost or subjected to unauthorised access, modification, use or disclosure or other misuse. Data breaches can be caused by a variety of factors, affect different types of personal information and give rise to a range of actual or potential harms to individuals, agencies and organisations.

What is a 'data breach'?

- **Unauthorised access** of personal information occurs when personal information that an entity holds is accessed by someone who is not permitted to have access. This includes unauthorised access by an employee of the entity, or an independent contractor, as well as unauthorised access by an external third party (such as by hacking).

- **Unauthorised disclosure** occurs when an entity, whether intentionally or unintentionally, makes personal information accessible or visible to others outside the entity, and releases that information from its effective control in a way that is not permitted by the Privacy Act. This includes an unauthorised disclosure by an employee of the entity.
- **Loss** refers to the accidental or inadvertent loss of personal information held by an entity, in circumstances where it is likely to result in unauthorised access or disclosure.

What is an eligible data breach?

An eligible data breach arises when the following three criteria are satisfied:

- there is unauthorised access to or unauthorised disclosure of personal information, or a loss of personal information, that an entity holds;
- this is likely to result in serious harm to one or more individuals; and
- the entity has not been able to prevent the likely risk of serious harm with remedial action.

Serious Harm

The risk of serious harm is assessed, from the perspective of a *reasonable person*, regarding the likelihood of the harm eventuating for individuals whose personal information was part of the data breach and the consequences of the harm. ‘Serious harm’ is not defined in the Privacy Act. In the context of a data breach, serious harm to an individual may include serious physical, psychological, emotional, financial, or reputational harm.

NOTE: For the NDB scheme a ‘reasonable person’ means a person in the entity’s position (rather than the position of an individual whose personal information was part of the data breach or any other person), who is properly informed, based on information immediately available or following reasonable inquiries or an assessment of the data breach.

The phrase ‘likely to occur’ means the risk of serious harm to an individual is more probable than not (rather than possible).

Refer Appendix B: Assessment of Risk of Serious Harm

Data Breach Response Plan

This data breach response plan sets out procedures and reporting lines for Watershed Dealer Services Pty Ltd and its management, representatives and staff in the event that they suspect or experience a data breach.

This plan is subject to annual review by the Response Team.

Representative and staff responsibilities: record and report to management

Immediately notify management of the suspected data breach. Record and report:

- time and date suspected breach was discovered
- type of information involved
- cause and extent of the breach, if known
- context of the affected information, if known

Management responsibilities: assess, escalate to Response Team where appropriate

Assess and determine whether a data breach has occurred.

If management has any suspicion that a breach has occurred, the matter will be escalated to the Response Team to undertake the breach response process.



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Breach Response Process:

1. **Contain the breach and do a preliminary assessment**

All Watershed Dealer Services Pty Ltd personnel understand how to identify a breach or suspected breach and how to escalate to management and/or the Response Team.

When a breach has been identified action must be taken immediately to contain it. Where possible, steps are to be taken to stop the unauthorised practice, recover the information, shut down the system that was breached, change computer access codes or correct weaknesses in physical or electronic security. Depending on the type of breach this may include:

- Resetting passwords
- Disabling network access
- Recalling or deleting information
- Installing patches to resolve viruses or technology flaws
- Securing hardcopy files and electronic devices

After prompt collection of information, the Response Team will handle the breach according to the Data Breach Response Plan, starting with the initial breach investigation, assessing:

- a. Personal information the breach involves;
- b. Cause of the breach;
- c. Extent of the breach;
- d. Harms breach could potentially cause to affected persons; and
- e. How the breach can be contained.

Records will be kept relating to the initial investigation and ongoing breach response process with ongoing updates on key developments provided to management as necessary.

Depending on the breach not all steps may be necessary, however all steps taken are to be documented.

2. **Evaluate the risks associated with the breach**

Watershed Dealer Services Pty Ltd will take steps to initiate the assessment, investigate by gathering relevant information and evaluate via an evidence-based decision about whether serious harm is likely.

Watershed Dealer Services Pty Ltd will also consider the need to respond to media inquiries and/or adopting a media strategy by an agreed upon spokesperson.

- Type of information



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- Personal and/or sensitive information?
- Does the type of information mean a greater risk of harm?
- What individuals are affected?
- Context of information
 - For what purpose is the affected personal information held?
 - Who has gained unauthorised access to the information?
 - How could the information be used?
- Cause and extent of breach
 - How many individuals are affected by the breach?
 - Is there a risk of further exposure or ongoing breaches?
 - Is there evidence of theft?
 - Is the information encrypted or otherwise protected from unauthorised access?
 - How did the breach occur? (may be lower risk if accidental)
 - Has the information been recovered?
 - What remedial action has been taken to mitigate harm?
 - Is this an isolated incident or a systemic problem?
- Risk of harm to the affected individuals – *refer Appendix 1: Assessing the Risk of Serious Harm*
 - What harm to individuals could result from the breach?
 - Who is the recipient of the information?
- Risk of other harms
 - Loss of trust
 - Damage to reputation
 - Legal liability

Where possible, Watershed Dealer Services Pty Ltd will take steps to reduce any potential harm to individuals. This may include recovering lost information prior to unauthorised access or changing passwords before unauthorised access can occur. If the remedial action taken is successful in making serious harm no longer likely, then notification is not required, and the response can progress to the final review stage.

Keep records of suspected breach, actions by management and the Response Team. Include steps taken to rectify the situation and decision made. A thorough evaluation of the risks will assist Watershed Dealer Services Pty Ltd to determine the course of action to take.



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3. **Notification**

Where serious harm is likely, an entity must prepare a statement for the Commissioner and notify affected individuals notifying them of the contents of this statement.

Statement Notifying Commissioner

When Watershed Dealer Services Pty Ltd becomes aware of an eligible data breach as soon as practically possible they will:

- Prepare a statement
- Provide a copy to the Commissioner

Statement to address:

- The identity and contact details of the entity
- A description of the eligible data breach that the entity has reasonable grounds to believe has happened
- The kind or kinds of information concerned; and
- Recommendations about the steps that individuals should take in response.

Note: Watershed Dealer Services Pty Ltd does not have to report all breaches. The obligation to notify the Commissioner or individuals is avoided where remedial action has been taken before unauthorised access, disclosure or loss result in harm.

Notification to Individuals

As soon as practical after the statement is prepared, using the usual means of communicating with individuals, the entity must notify and provide the prepared statement to:

- Each of the individuals to whom the information relates; or
- Each of the individuals who are at risk

-OR-

If, this is not possible:

- Publish a copy of the statement on the Licensee's website; and
- Take reasonable steps to publicise the contents of the statement.

4. **Review to prevent future breaches**

Review the incident and take action to prevent future breaches.

- Fully investigate the cause of the breach, including any internal weaknesses that enabled the breach to occur:
- Develop a plan to prevent similar breaches in future:
- Undertake audits to verify the plan has been implemented:



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- Update the data security and response plans and update related policies and procedures as appropriate:
- Provide enhanced staff training.

Appendix B

Assessment of Risk of Serious Harm

This NDB scheme includes a non-exhaustive list of ‘relevant matters’ that assists Watershed Dealer Services Pty Ltd to assess the likelihood of serious harm. These are set out in s26WG of the Privacy Amendment (Notifiable Data Breaches) Act 2017 as follows:

- the kind or kinds of information
- the sensitivity of the information
- whether the information is protected by one or more security measures
- if the information is protected by one or more security measures – the likelihood that any of those security measures could be overcome
- the persons, or the kinds of persons, who have obtained, or who could obtain, the information
- if a security technology or methodology:
 - was used in relation to the information, and;
 - was designed to make the information unintelligible or meaningless to persons who are not authorised to obtain the information
- the likelihood that the persons, or the kinds of persons, who:
 - have obtained, or who could obtain, the information, and;
 - have, or are likely to have, the intention of causing harm to any of the individuals to whom the information relates;
 - have obtained, or could obtain, information or knowledge required to circumvent the security technology or methodology
- the nature of the harm
- any other relevant matters.

In addition, s26WG provides the following information that may assist Watershed Dealer Services Pty Ltd in its assessment of the information involved in the breach, the circumstances of the breach and the nature of the harm can also assist in the assessment, as follows:

1. The type or types of personal information involved in the data breach

Some kinds of personal information may be more likely to cause an individual serious harm if compromised, for example:

- ‘sensitive information’, such as information about an individual’s health
- documents commonly used for identity fraud (including Medicare card, driver licence, and passport details)



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- financial information
- a combination of types of personal information (rather than a single piece of personal information) that allows more to be known about the individuals the information is about.

2. Circumstances of the data breach

The specific circumstances of the data breach are relevant when assessing whether there is a risk of serious harm to an individual, for example:

- Whose personal information was involved in the breach?
- How many individuals were involved?
- Do the circumstances of the data breach affect the sensitivity of the personal information?
- How long has the information being accessible?
- Is the personal information adequately encrypted, anonymised, or otherwise not easily accessible?
- What parties have gained or may gain unauthorised access to the personal information?

3. The Nature of the Harm

It may be helpful for entities assessing the likelihood of harm to consider various scenarios that would result in serious harm and the likelihood of each, for example:

- identity theft
- significant financial loss by the individual
- threats to an individual's physical safety
- loss of business or employment opportunities
- humiliation, damage to reputation or relationships
- workplace or social bullying or marginalisation.



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**Continuous Professional
Development Policy**

Watershed Group Pty Ltd
ABN: 29 162 693 272
AFSL: 436357



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Obligation under the Corporations Act 2017

The *Corporations Act 2017* (the Act) requires that all individuals identified as a ‘relevant provider’ are required to meet the requirements for continuing professional development set by the Standards Body (s 921B(5)).

The Act requires the Standards Body to set requirements for continuing professional development in relation to each CPD year of a financial services licensee (s 921U(2)(iv)).

Additionally, it is an obligation under the FASEA Code of Ethics that:

Standard 10: *You must develop, maintain and apply a high level of relevant knowledge and skills.*

Provisional Relevant Provider

The Act does not require a provisional relevant provider to meet the continuing professional development standard (s 921D(2)(a)).

The provisional relevant providers will be engaged in training and education requirements as part of achieving relevant provider status.

Obligation under the Tax Agent Services Act 2009

It is a condition of Tax Agent Services Act 2009 (s20-5)(d) in the case of a renewal of registration—the individual has completed continuing professional education that meets the Board’s requirements.

Commitment

Watershed Group Pty Ltd’s CPD policy is relevant to the business’s strategic context and its goals, objectives and the nature of its business. Management is committed to this process and will ensure that this policy is understood, implemented and maintained at all levels of the organisation.

Responsibility

The Responsible Manager is responsible for ensuring that the CPD Policy processes and procedures of **Watershed** are adequate and meet the requirements The Act.

Overall approach to CPD

The principal objective of **Watershed**’s Continuing Professional Development (CPD) policy (“CPD policy”) is to outline a framework for the continuing professional development of its ‘relevant providers’. The **Watershed** CPD policy outlines the policy aim, requirements for compliance, types of CPD activities and monitoring and administration of the CPD program.

Watershed CPD Policy Aim.



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Watershed believes that CPD is an important foundation of lifelong learning and helps financial services professionals to maintain their competence in this field. Having this CPD policy aims to enable 'relevant providers' to maintain, improve and broaden their professional knowledge, expertise and competence to meet their obligations to provide ethical, effective and competent service to Watershed and their clients.

Watershed CPD Responsibilities

Watershed will support its 'relevant providers' in their undertaking of CPD to maintain competence at a level appropriate for the professional services (including financial product advice) that the 'relevant providers' provides.

Watershed will ensure it is satisfied that their 'relevant providers' knowledge and skills are up to date.

Watershed will set the requirements for those returning after a 2 year or more career break to ensure they will upskill with the latest regulatory and licensee requirements as soon as practicable once they return.

In authorising 'relevant providers' who have recently completed their Professional Year, given the extent of training undertaken during the Professional Year, Watershed will pro-rata the CPD hours for the period between completion of the Professional Year and the end of the licensees CPD year.

Watershed FASEA CPD Requirements (40 hours per year)

FASEA CPD categories

The competencies expected to be demonstrated for ongoing professional practice are:

- Technical competence: acting as a technically proficient professional
- Client care and practice: acting as a client centric practitioner
- Regulatory compliance and consumer protection: acting as a legally compliant practitioner
- Professionalism and Ethics: acting as an ethical professional

These competencies align with the Watershed outcomes expected of qualifying practitioners and the work and training standard. These requirements will provide the full range of developing an expert practice in financial advice. These will include as high-level competencies such as demonstrating capabilities in critical thinking, critical self-reflection and ensuring professional behaviours, vital skills are required to be developed. The table below addresses these skills by reference to CPD categories with minimum hours per year for each category. The balance up to 40 hours must consist of qualifying CPD from these categories or other selected by the Adviser or Watershed.

CPD Category	Minimum CPD Hours Per year
1 Technical Competence	5
2 Client Care and Practice	5
3 Regulatory Compliance and Consumer Protection	5
4 Professionalism and Ethics	9



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Watershed agrees that the following types of learning are options that may be considered by a 'relevant provider' in terms of the FASEA CPD that the 'relevant provider' undertakes:

1. Formal relevant education (provided by an Education Provider) may contribute to the FASEA CPD requirement including degree equivalent study to meet legislative requirements (such as bridging courses and approved degree studies) and any formal study towards other qualifications and designations relevant to the practice of the 'Relevant Provider', to a maximum of 30 CPD hours per year.
2. Non-formal education including:
 - a. Education for the purposes of achieving a relevant professional designation (e.g. CFP, FChFP, etc)
 - b. Education for the purposes of meeting requirements in specific financial advice provisions (e.g. Stockbroking, SMSF, Aged Care, etc.)
 - c. Education for the purposes of accreditation in specific forms of financial products relevant to licensing arrangements (e.g. Credit)
3. Other CPD as approved by the Licensee:
 - a. Sessions/Workshops such as conferences, PD days, update sessions, which are relevant to financial advice – approved CPD
 - b. Professional or Technical Reading to a maximum of 4 hours – approved CPD

Watershed believes that education that is measurable, appropriately assessed and leads to further qualification outcomes for participants is preferred as it more likely provides structured and independent results for the participants work and training needs.

Watershed TASA CPD Requirements (20 hours per year)

Watershed agrees that a 'relevant provider' who is registered as a tax (financial) adviser must complete a **minimum of 60 hours of CPD** within a standard three-year registration period, with a minimum of seven hours each year.

Watershed agrees that a 'relevant provider' who has a special condition attached to their registration (ie illness, disability, financial or other hardship) must complete a **minimum of 45 hours** of CPD within a standard three-year registration period, with a minimum of five hours each year.

Watershed agrees that a 'relevant provider' with a registration period is other than three years, must complete CPE on a pro-rata basis.

Watershed agrees that the following types of learning are options that may be considered by a 'relevant provider' in terms of the CPD that the 'relevant provider' undertakes and understand that the 'relevant provider' should use professional judgement when selecting the relevant CPD activities to undertake:

CPD activities considered appropriate under this CPD policy include:



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- seminars, workshops, webinars, courses and lectures
- structured conferences and discussion groups (including by phone or video conference)
- tertiary courses provided by universities, registered training organisations (RTOs), other registered higher education institutions or other approved course providers
- other education activities, provided by an appropriate organisation
- research, writing and presentation by a registered tax (financial) adviser, tax or BAS agent of technical publications or structured training
- peer review of research and writing submitted for publication or presentation in structured training
- computer/internet-assisted courses, audiotape or videotape packages
- attendance at structured in-house training on tax related subjects by persons or organisations with suitable qualifications and/or practical experience in the subject area covered
- attendance at appropriate Australian Taxation Office (ATO) seminars and presentations
- relevant CPD activities provided to members and non-members by a recognised professional association
- a unit of study or other CPE activity on the *Tax Agent Services Act 2009* (TASA) including the Code of Professional Conduct (Code).
- Cyber security awareness training assisting tax practitioners to protect themselves from a cyber-attack and will count towards your CPE.

No more than 25 per cent of CPE should be undertaken through relevant technical or professional reading.

Watershed Approach to CPD plans created for Relevant Providers.

Each 'relevant provider' within Watershed will be issued with a CPD plan that will set out the requirements for their CPD in the coming year. It will be incumbent on each 'relevant provider' to complete their intentions for their CPD and ensure that their plan has been signed off by a director of Watershed. It is the responsibility of each 'relevant provider' to accurately log the types, category and duration of CPD activities undertaken. The logs must be in a format that can be readily transferred to a master log for Watershed to provide for auditing.

Appropriate CPD Activities

Watershed will monitor and vet all CPD activities and providers to ensure that they are provided by persons and/or entities that are appropriate (with accredited standing, expertise and academic qualifications and practical expertise as appropriate). Any activities found to be non-compliant will be removed from the 'relevant providers' CPD logs

- Approach for those affected by extenuating circumstances such as medical, disability or parental leave;



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- Approach for existing 'relevant providers' moving licensees
- Approach for 'relevant providers' who have recently completed their Professional Year
- Approach for 'relevant providers' working part-time;
- Approach to evidencing outcomes of CPD;
- Approach to record keeping; and
- Approach to auditing compliance with the policy.