



Financial Services Guide



Panoptic Wealth Management

Panoptic Wealth Holdings Pty Ltd (ABN 13 162 812 259) is an Australian Financial Services Licensee No. 437907 (**Panoptic Wealth Holdings**). Panoptic Wealth Holdings authorises the distribution of this Financial Services Guide (**Guide**).

The Trustee for Panoptic Wealth Management Trust trading as Panoptic Wealth Management (ABN 87 422 836 545) is a Corporate Authorised Representative No. 1280995 of Panoptic Wealth Holdings Pty Ltd (**Panoptic Wealth Management**).

This Guide is designed to give you an understanding of our business before you decide whether to use the financial services we offer, and to help you make an informed decision. It outlines:

- who we are and how to contact us.
- the advice and services we provide.
- information about the Licensee.
- our fees and how we are paid in connection with those services.
- how we manage your private information.
- our professional indemnity insurance.
- how you can lodge a complaint about a matter relating to us.
- how we will handle any complaints you make.

Please take the time to review this document before engaging our services.

Not Independent

Panoptic Wealth Holdings receives commission payments on Life Insurance Products. This allows us to advise and place your insurance without charging you, the client, directly but rather receiving remuneration from product issuers. Because of this, we are not allowed to use the words Independent, Impartial or Unbiased when describing our business. For more information on this please ask your adviser.

This Guide was prepared on 30 September 2026.

Our contact details:

P 1300 167 674

E admin@panopticwealth.com.au

W www.panopticwealth.com.au

Level 10, 144 Edward Street, Brisbane QLD 4000
GPO Box 2563 Brisbane QLD 4001

Our Services

We are authorised to provide financial product advice and deal in relation to the following financial products, to retail and wholesale clients:

- Securities.
- Superannuation, whether self-managed, personal super or corporate super.
- Interests in managed investment schemes including investor directed portfolio services – these are managed funds, master trusts and “wrap” accounts.
- Standard margin lending facilities.
- Retirement savings accounts (“RSA”) products.
- Debentures, stocks or bonds issued or proposed to be issued by a government.
- Deposit and payment products; and
- Life products including investment life insurance products and life risk insurance products.
- Interests in managed investment schemes including MDA services.

Our Licensee

To provide financial advice requires the adviser to either hold an Australian Financial Services Licence (AFSL) or be authorised to provide advice by an AFSL holder.

We are an authorised representative of Panoptic Wealth Holdings. Panoptic Wealth Holdings is 100% privately owned and holds its own AFSL. Panoptic Wealth Holdings is responsible for ensuring the advice we provide meets the various legal and regulatory requirements and provides us with professional indemnity insurance and dispute resolution systems. For Panoptic Wealth Holdings’ services, systems and insurances, we pay a monthly fee and may also pay an amount equivalent to up to 2.75% of any remuneration or commissions they, or we, receive for providing you with our advice or services.

Do we have any relationships or associations with financial product issuers?

Associations

Panoptic Wealth Management and Panoptic Wealth Holdings are privately owned and, aside from our Managed Discretionary Account service (outlined below), do not have any relationships or associations with any financial product issuers. There are no ownership ties or relationships with any other financial product providers which might influence which financial products we are authorised by Panoptic Wealth Holdings to recommend.

The Advice Process

Initial consultation and data collection

This is an opportunity to view our service offer and meet with one of our financial advisers. The meeting will enable you to make a decision as to whether you would like to initiate the financial planning process with our company.

You will be asked to complete a Client Data Collection Form. You need to provide us with your personal objectives, details of your current financial situation and any relevant information, so that we can offer you the most appropriate advice possible. You have the right not to disclose information if you do not wish to. However, if you do not, the advice you receive may not be appropriate to your needs, objectives and financial situation.

We are also legally required to verify your identity, so we will ask to see your passport, driver’s licence or other identity documents and retain copies on file.

Advice Preparation and Presentation

If you proceed to seek our advice, a fee for advice will apply. After obtaining your relevant information and confirming the broad strategy directive, we will develop a financial plan tailored to meet your needs.

Your financial plan will be provided to you in a Statement of Advice (SOA), which will include details about:

- The advice provided, including the basis on which it was given and how it helps to meet your objectives;
- Fees, commissions and other benefits; and
- Any associations we have with financial product issuers or other parties which may have influenced the advice we give you.

You should read the warnings contained in the SOA carefully before making any decision relating to financial products. If we recommend a financial product, we will give you the relevant Product Disclosure Statement to help you make an informed decision about that product.

Advice Implementation and Review

Should you decide to proceed with the advice, we will work with you to implement the strategy. This may involve for example the establishment of new accounts, initiating funds transfers or superannuation rollovers, transacting on investments or insurance applications.

If you decide to enter into an ongoing service arrangement with us, your plan will be reviewed at least annually during your annual review meeting, or at other times as required in response to changes in your financial situation.

After receiving our initial advice, a Record of Advice (ROA) may be produced and retained by us instead of an SOA if there have been no significant changes in your personal circumstances or the basis of the advice since the last SOA was provided. You can request a copy of any ROA at any time, up to seven years from the date the advice was provided.

Providing your instructions to us

You may provide instruction to us in person, by telephone, email or written instructions.

If you do not wish to receive our advice, we may deal on your behalf by carrying out your instructions on a nil advice/execution only basis.

If you do not obtain advice, you face the risk that the financial product/s you select may not be appropriate for your objectives, financial situation or needs.

Our fees

Your adviser will discuss and agree all fees with you before advice services are rendered. The fees and commissions will be disclosed to you in your advice document. All fees and commissions are inclusive of GST.

Initial advice fee

To prepare and present a Statement of Advice, an initial advice fee will be payable. The fee will depend on the size of the investment, the scope and complexity of the advice, having regard to the time required to prepare and present the advice. Typically, a minimum fee of \$3,850 and a maximum fee of \$22,000 may apply for a Statement of Advice.

The initial advice fee will be quoted and agreed upon before work on your financial plan commences. If, during preparation of your financial plan, the nature or scope of the advice changes from that initially agreed upon, the initial fee may change. The new fee will be quoted before we proceed further with finalising your financial plan.

Implementation fees

If you agree to proceed with the advice the following fees may apply:

- A flat implementation fee, to be agreed with your adviser. The fee will depend on the size of the investment portfolio, the time required to implement and the complexity of the implementation.
- We may charge brokerage on transactions of at least \$100 and up to 2.2% of the value of the transaction if implemented outside of the MDA Service. For example, a \$50,000 listed security purchase would incur brokerage of up to \$1,100.

Ongoing fee for advice

If you elect to enter an ongoing service arrangement, the ongoing fee is based on the nature and complexity of the ongoing advice and the services provided. The ongoing advice fee is charged as a percentage of funds under advice, up to a maximum is 2.5% of the value of your portfolio each year. For example, for an investment valued at \$200,000, the maximum ongoing fee would be \$5,000 pa. On occasion, a fixed fee may be charged instead. An ongoing service agreement will be signed prior to commencement.

The ongoing advice fee will be based on the level of service needed and the complexity of the advice. Complex advice requirements include, but are not limited to, the use of trusts and ownership structures, overseas assets or income, executive options or multiple investment entities. The frequency of the review will also impact on the fee charged.

Ad hoc advice

Where you don't have an ongoing service arrangement and require ongoing advice on an ad hoc basis, a fee based on time charged at \$935 per hour may apply.

Execution only service

Where we provide a financial service to facilitate buying or selling of a specific financial product as instructed by you, a one-off fee may apply.

Stamping Fees

When not conflicted, we may receive stamping fees from issuer companies for raising capital or debt on behalf of that company. If so, the amount will be disclosed to you at the time of making the investment.

Life Insurance commissions

We will receive an upfront commission of up to 66% of the first year's annual premium, and then an ongoing annual commission of up to 22% of the annual premium. For example, for an insurance product with an annual premium of \$10,000, we will receive an upfront commission of \$6,600 and an ongoing commission of \$2,200 per annum for as long as you hold the product.

On insurance products that were in force prior to 1 January 2018 the relevant insurer will pay ongoing commission between 0% and 33% of the annual premium for as long as you hold the product and up to 130% commission on increases to existing policies.

Commissions are paid to us by the product provider and are not an additional cost to you.

Alternative Forms of Remuneration Register

Licensees and their representatives are required to maintain a register of any form of alternative remuneration paid or received with a value between \$100 and \$300. This register is available for your inspection on request.

How your adviser is remunerated

As an employee of Panoptic Wealth Management, your adviser is paid a salary and may be entitled to a bonus. The bonus is based on measures such as quality of advice provided, client satisfaction and retention, completion of client review meetings, the number of new clients introduced and compliance with laws and internal policies. Bonuses are paid from the firm's profits and are not an additional charge to you. Directors are entitled to a share of the profits of Panoptic Wealth Management.

Managed Discretionary Account (MDA)

Panoptic Wealth Holdings is authorised to operate an MDA service for clients who enter into a contract with us to provide this service (**MDA Contract**). The MDA service enables you to delegate the investment management and trading discretion for your investments to Panoptic Wealth Holdings. Panoptic Wealth Holdings can use this authority to buy and sell investments, rebalance your portfolio and replace one investment with another without contacting you to obtain your approval for each transaction.

The MDA Contract will set out the terms and conditions of the relationship between you and us.

If you enter into an MDA Contract with us, you will be bound by our actions and the changes we make to your portfolio. It is important you understand what you are authorising us to do. You should review this Guide before entering into the MDA Contract, and feel free to speak with us or your financial adviser if you have any questions or concerns.

This Guide complies with the conditions of MDA relief extended to MDA Service providers by ASIC in accordance with *ASIC Corporations (Managed Discretionary Account Services) Instrument 2016/968* and ASIC Regulatory Guide 179.

Personal Advice and Investment Program

In order to be provided with MDA services, you first need to have obtained personal advice from us in relation to your personal circumstances and whether the MDA service is suitable for you. We will only recommend our MDA service if we consider it is suitable for you.

If MDA services are considered suitable for you, we'll provide you with a Statement of Advice (SOA), Investment Program and MDA Contract.

When issuing you with an MDA Contract, we'll provide you with access to any other documents we are required to give you – they may include the Product Disclosure Statement (PDS) for any products forming part of your Investment Program as well as agreements with any third-party service providers (for example, the operators of cash management accounts).

The MDA Contract will include an Investment Program that is compliant with Division 3 of Part 7.7 and Division 2 of Part 7.7A of the Corporations Act 2001 (Cth) and is agreed by you, including:

- A statement about the nature and scope of the discretions the licensee will be authorised and required to exercise under the MDA contract and the investment strategy that is to be applied in exercising those discretions.
- Information about any significant risks associated with the MDA Service.
- The basis upon which we consider that the MDA Service is suitable for you.
- The investment strategy we will implement on your behalf.
- Warnings that the MDA Service may not be suitable for you if you have provided limited or inaccurate information relating to your relevant personal circumstances or may cease to be suitable if your relevant personal circumstances change.

The MDA and the Investment Program will be reviewed at least once every 13 months by one of our advisers to ensure they remain suitable for your relevant personal circumstances. You can request changes to your Investment Program at any time by contacting us.

The risks of MDA services

If you choose to invest through our MDA service, you'll be subject to risks associated with investing into financial markets, including but are not limited to investment risk, economic risk, company risk, legislative risk, concentration risk, diversification risk, time horizon risk, inflation risk, interest rate risk, currency risk, liquidity risk, credit risk, counterparty risk and operational risk.

There are also significant risks associated with investing through an MDA that you need to understand. Under the MDA, Panoptic Wealth Holdings will have discretion to manage your portfolio in accordance with your MDA Contract and Investment Program, and investment changes can be made without seeking your prior consent. This may result in transactions that you may not necessarily have undertaken if you had been asked to provide consent first.

- The performance of your portfolio depends on the expertise and decisions of the investment management team. There is no guarantee of future performance or that your portfolio will achieve its objective. Positive returns are not guaranteed and it is possible you may lose some of your money.
- Implementing your Investment Program may result in high transaction costs and may trigger a capital gains tax liability.
- There is a risk that the Investment Program will be unsuitable for you should your relevant personal and financial circumstances change.
- There is a risk that key persons in the management of the MDA service become unable or unavailable to perform their role.
- Panoptic Wealth Holdings relies on systems and technology to manage your account. In the event of a system failure, there may be delays in processing transactions or in accessing your capital, which may result in a financial loss.
- The laws affecting MDA services may change in the future.

Rights

In the absence of instructions provided by you and agreed to by us, Panoptic Wealth Holdings will under its discretion determine whether or not to exercise rights in relation to listed securities in your MDA portfolio. You may provide instructions to us in person, by telephone, email or in writing.

MDA Custodian

Panoptic Wealth Holdings does not provide custodial or depository services relating to the MDA Service. As such, if the recommended MDA has a custody arrangement, you will need to enter into a custodial agreement with an external MDA custodian.

The MDA service may utilise the following providers to provide custodial and depository services to you:

- BT Portfolio Services Limited (ABN 73 095 055 208; AFSL 233715)
GPO Box 2861, Adelaide SA 5001; Phone 1300 881 716
- Macquarie Investment Management Limited (ABN 66 002 867 003; AFSL 237492)
GPO Box 4045, Sydney NSW 2001; Phone 1800 025 063

Custodial services may be delegated to a sub-custodian.

If, under the recommended MDA, you will hold the portfolio assets directly, no custodial or depository services are included in the MDA Service.

Other Outsourced Arrangements

Panoptic Wealth Holdings outsources some aspects of the management of your account to specialist organisations. Service providers are reviewed prior to appointment to ensure their suitability for the MDA Service. This ensures the effective operation and management of your account. The performance of each provider is monitored closely to ensure it performs each task assigned to them in accordance with the service level agreement in place with each provider. The following functions may be outsourced:

- Regulated platform services may be provided by BT Portfolio Services Limited or Macquarie Investment Management Limited.
- Broker(s) to provide listed security execution and settlement services required to implement your investment strategy;
- Cash Management Account to settle trades, hold income receipts and pay any management fees applicable to the operation of your account;
- Administration and accounting function required to hold the book of records for the entity we are implementing the Investment Strategy for.

If you are a Self-Managed Superannuation Fund Trustee

You must act with appropriate authority and be comfortable that your investment program is consistent with the investment strategy for the fund for which you act as Trustee.

Terminating the MDA service

Either you or we may terminate the MDA Service by giving two (2) business days' notice in writing.

MDA Fees and Costs

Did you know?

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns. For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from \$100,000 to \$80,000).

You should consider whether features such as investment performance or the provision of better member services justify higher fees and costs. You may be able to negotiate to pay lower fees. Ask your Financial Adviser for more information.

To find out more

If you would like to find out more or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website (www.moneysmart.gov.au) has a managed investment fee calculator to help you check out different fee options.

This section shows fees and other costs that you may be charged for using our MDA service. These fees and costs may be deducted from your money, from the returns on your investment or from the assets of the managed investment scheme as a whole.

Our investment decisions may also have capital gains and income tax consequences for you, depending on your personal circumstances. You should also seek advice on the tax implications of your MDA portfolio.

Panoptic Wealth Holdings does not charge additional fees for using the MDA service. MDA services are included in the ongoing advice fees you pay to your adviser. All advice fees and other expenses will be disclosed in your Statement of Advice. These fees and expense will be the same whether you invest via an MDA service or not.

You should read all of the information about fees and other costs, as it is important to understand their impact on your investments.

Fees and costs summary

MDA Service		
Type of fee or cost	Amount ¹	How and when paid ²
Ongoing annual fees and costs		
Management fees and costs² The fees and costs for managing your MDA.	0.38% - 0.77% per annum.	Indirect fees and expenses, including fees charged by underlying investment managers, will be reflected in the value of the investments held within your MDA. Regulated platform fees are deducted from your account by the platform operator. Panoptic does not charge any management fees to your MDA.
Performance fees Amounts deducted from your investments in relation to the performance of your MDA or underlying investments.	0.00% - 0.11% per annum.	Indirect performance fees charged by underlying investment managers will be reflected in the value of the investments held within your MDA. Panoptic does not charge any performance fees to your MDA.
Transaction costs The costs incurred by your MDA when buying or selling assets.	0.04% - 0.10% per annum. (Assuming up to eight trades per year.)	Transaction costs may include brokerage and other costs associated with buying and selling investments. When listed securities are bought or sold on your behalf, brokerage will be charged by the regulated platform and deducted from your MDA. Whenever we buy or sell units in an underlying managed fund, a buy-sell spread is applied to the unit price and paid to the issuer of the managed fund. Panoptic does not charge any transaction costs to your MDA.
Member activity related fees and costs (fees for services or when your money moves in or out of the MDA Service)		
Establishment fee The fee to open your MDA	Nil	Not applicable
Contribution fee The fee on each amount contributed to your investment	Nil	Not applicable
Buy-sell spread An amount deducted from your investment representing costs incurred in transactions by your MDA	Nil	Not applicable
Withdrawal fee The fee on each amount you take out of your investment	Nil	Not applicable
Exit fee The fee to close your investment	Nil	Not applicable
Switching fee The fee for changing portfolios within the MDA Service.	Nil	Not applicable

1. All amounts are estimates based on the most current information available. All amounts are shown inclusive of GST, net of any reduced input tax credits.
2. See the section 'Additional explanation of fees and costs' below for further information.

Additional explanation of fees and costs

The fees and costs for managing your MDA will vary depending on the investments you hold in your portfolio and the amount you invest.

Adviser Remuneration

The fees and costs disclosed above do not include the fees we charge for financial advice. Any financial advice fees will be disclosed in your Statement of Advice.

Management Costs

The following management fees and costs will be incurred and are included in the amount disclosed in the table above at 'Management fees and costs':

- **Indirect Costs** - If your portfolio invests in ETFs, listed investment companies or managed investment schemes (i.e. managed funds), the investment managers of these products will charge fees for their services, based on the value of your investment, as will the managers of any ETFs, listed investment companies or managed funds in which they invest, and so on. These indirect costs will vary depending on how your portfolio invests.
- Indirect costs are paid from the assets of each ETF, listed investment company or managed funds and will be reflected in the share/unit price. They are not charged directly to your MDA.

Performance fees

The following performance fees are included in the amount disclosed in the table above at 'Performance fees':

- **Underlying performance fees** - If a portfolio invests in ETFs, listed investment companies or managed funds, the investment managers of these products may charge performance fees. Any such performance fees will be paid from the assets of the underlying product and reflected in the share/unit price. They are not charged directly to your MDA.

Transaction Costs

The following transaction costs will be incurred and are included in the amount disclosed in the table above at 'Transaction costs':

- **Brokerage for Australian equities transactions** – Each time we buy or sell Australian listed shares or ETFs on your behalf, the Platform will charge you brokerage of 0.11% - 0.12% of the value of the trade, with a minimum fee of \$12.50 or \$30 per trade, depending on the Platform. Brokerage rates are subject to change by the Platform.
- Brokerage fees are deducted from your MDA and paid to the Platform. We do not charge you any brokerage fees.
- **Buy-sell spread** - If your portfolio invests in underlying managed funds, there will be a difference between the price paid to acquire the investment and the price for which it could be sold at that time. This is called a buy-sell spread. The buy-sell spread is retained by the managed fund - we do not receive any part of it.

Fee Changes

We may change our MDA fees at our discretion by giving you at least 30 days' prior written notice.

Example of annual fees and costs

This table gives an example of how the fees and costs of the MDA service can affect your investment balance over a 1-year period. You should use this table to compare the MDA service with other similar investment products.

Example – Balanced Portfolio		Balance of \$250,000 with a contribution of \$25,000 during the year*
Contribution fees	Nil	For every additional \$25,000 you contribute to your MDA, you will be charged \$0.
Plus Management fees and costs	0.47% per annum	And , for every \$250,000 you have invested in your MDA, you will be charged or have deducted from your MDA \$1,175 each year
Plus Performance fees	0.00% per annum	And , you will be charged or have deducted from your MDA \$0 in performance fees each year.
Plus Transaction costs	0.07% per annum	And , you will be charged or have deducted from your MDA \$175 in transaction costs.
Equals Cost of Balanced Portfolio		If you had an investment balance of \$250,000 at the beginning of the year and you put in an additional \$25,000 during that year, you would be charged fees and costs of \$1,350. What it costs you will depend on your investment option you choose.

*Assuming the additional contribution was made at the end of the year. This example is illustrative only and includes GST, net of any reduced input tax credits.

Cost of product for 1 year

The cost of product table below gives a summary calculation about how ongoing annual fees and costs can affect your MDA over a 1-year period for all investment portfolios. It is calculated in the manner shown in the 'Example of annual fees and costs' table above.

The cost of product assumes a balance of \$250,000 at the beginning of the year and a contribution of \$25,000 at the end of the year.

You should use this table to help compare the MDA service with other similar investment products.

Portfolio	Cost of product (\$ per annum) ¹
Balanced	\$1,350
Balanced Growth	\$1,300
Growth	\$1,275
High Growth	\$1,250
Absolute Return	\$1,250

¹All amounts are shown inclusive of GST, net of any reduced input tax credits.

What information do we maintain on file and can you examine it?

We are committed to ensuring the privacy and security of your personal information. The purpose of our Privacy Policy is to ensure that you understand how we collect, maintain, use and disclose your personal information and how we comply with the Australian Privacy Principles.

Panoptic Wealth Management is also required, in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act (AML/CTF Act) and corresponding rules and regulations, to undertake certain client identification procedures.

We will retain copies of your identity documents and maintain a record of your personal profile including details of your objectives, financial situation and needs. We also maintain records of any recommendations made to you, including the initial Statement of Advice and Records of Advice provided to clients receiving our ongoing service. Copies of these documents can be requested either verbally or in writing. We may charge a fee to provide this information if you are no longer a client of Panoptic Wealth Management.

A copy of our Privacy Policy is available at www.panopticwealth.com.au or by contacting us.

Complaints Handling

Panoptic Wealth Holdings is committed to providing quality financial advice and services. If you have a complaint or concern about the advice or services provided to you, we encourage you to contact us and explain the nature of your complaint.

If you are not satisfied with your adviser's response you can make a formal complaint to our Complaints Officer by phone on 1300 167 674, or in writing to:

Panoptic Wealth Holdings
Level 10, 144 Edward Street, Brisbane, QLD 4000
Email: admin@panopticwh.com.au
Phone: 1300 167 674

We will acknowledge your complaint in writing within one business day of receipt and will try to resolve your complaint quickly and fairly within 30 days.

If the complaint can't be resolved to your satisfaction you have the right to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution, free of charge:

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

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

Compensation Arrangements

Our licensee, Panoptic Wealth Holdings, holds Professional Indemnity Insurance which includes cover for the work done for Panoptic Wealth Holdings by its representatives and employees even though they may have ceased employment with Panoptic Wealth Holdings. Panoptic Wealth Holdings believes its PI insurance complies with the requirements of the section 912B of the Corporations Act and the relevant Regulations.

If you have any further questions about the financial services Panoptic Wealth Management provides, please contact us on 1300 167 674. Retain this document for your reference and any future dealings with Panoptic Wealth Management.

Panoptic Holdings Pty Ltd ATF Panoptic Wealth Management Trust trading as Panoptic Wealth Management
ABN 87 422 836 545 Authorised Representative No.1280995

Version 3.1. Panoptic Wealth Management Issued 30 September 2026