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## **REFERRER POLICY**

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## Referrer Policy

**Capital Guard AU Pty Ltd (AFSL 498434)**

*Last Updated: 04/06/2025*

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### 1. Purpose and Scope

This Referrer Policy (“Policy”) outlines the rules and responsibilities applicable to any individual or entity (“Referrer”) that introduces prospective clients to **Capital Guard AU Pty Ltd** (“Capital Guard”, “we”, “our”, or “us”), a licensed Australian Financial Services provider (AFSL No. 498434), in accordance with the **Corporations Act 2001 (Cth)**, relevant **ASIC Regulatory Guides**, and internal compliance standards.

This Policy should be read in conjunction with:

- Privacy Policy – governs how personal information is handled during referral processes.
- Terms & Conditions – governs general use of our website and client onboarding procedures.
- Conflicts of Interest Policy – outlines obligations to prevent biased or self-serving referrals.
- Complaints Handling Policy – provides procedures for reporting referral-related issues or misconduct.

The Policy aims to:

- Ensure that all referral activity is compliant with the Act, ASIC guidance, and relevant provisions under the **Australian Consumer Law**, the **Spam Act 2003 (Cth)**, and the **Privacy Act 1988 (Cth)**;

- Provide a transparent and controlled framework for the engagement of Referrers;
- Safeguard the interests of referred clients and uphold the integrity of Capital Guard's financial services.

This Policy applies to all current and prospective Referrers and forms part of our wider legal and compliance governance framework.

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## 2. Legal Framework and Regulatory Context

This Policy is designed to ensure compliance with:

- **Corporations Act 2001 (Cth)** – including Sections **911A** (licensing), **766A** (financial services), and **992A–992F** (hawking prohibition);
- **ASIC Regulatory Guides**, particularly:
  - **RG 36** – Licensing: Financial product salespeople,
  - **RG 38** – The hawking provisions,
  - **RG 175** – Financial product advisers: conduct and disclosure,
  - **RG 244** – Giving information, general advice and scaled advice;
- **Privacy Act 1988 (Cth)** and **Australian Privacy Principles (APPs)**;
- **Spam Act 2003 (Cth)** in respect of unsolicited electronic communications.

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## 3. Definition of a Referrer



For the purpose of this Policy, a “Referrer” is defined as any individual, business, or entity who is not licensed under an Australian Financial Services Licence (AFSL), but who seeks to introduce prospective clients to Capital Guard for the purpose of receiving financial services or advice.

A Referrer is not a representative, agent, authorised representative, employee, or contractor of Capital Guard unless explicitly engaged in such a capacity through a separate written agreement.

Referrers must not engage in activities which constitute the provision of financial product advice (whether personal or general), dealing in financial products, or any other conduct requiring an AFSL under Division 2 of Part 7.6 of the Act.

#### **4. Role and Restrictions of Referrers**

A Referrer may only:

- Introduce prospective clients to Capital Guard with the individual’s prior informed consent;
- Share general, factual, and pre-approved information about our licensed activities;
- Provide links to our official website or distribute authorised marketing content;
- Disclose that Capital Guard holds an AFSL and is responsible for any advice or services provided to the referred client.
- Distributing Capital Guard’s pre-approved marketing materials or website links;
- Informing prospective clients of Capital Guard’s general business activities or licensing status using factual, publicly available information;
- Assisting prospective clients to make contact with an authorised representative of Capital Guard, without offering any advice or recommendations.

Referrers are strictly prohibited from:

- Provide personal or general financial product advice (as defined in s766B of the Corporations Act);
- Recommend, explain, or promote Capital Guard's financial products; Suggest that they are licensed or act on behalf of Capital Guard without authorisation;
- Engage in unsolicited contact in breach of the hawking provisions;
- Collect, retain, or distribute client personal information without lawful consent and data security measures as described in our Privacy Policy;
- Act in a way that conflicts with the best interests of the referred client, contrary to our Conflicts of Interest Policy.
- Representing themselves as being licensed or authorised by ASIC, or affiliated with Capital Guard beyond the limited scope permitted by this Policy;
- Making any misleading, deceptive, or unsubstantiated representations.
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## 5. Referrer Agreement and Approval

Referrers may only act in accordance with this Policy if:

- They have entered into a formal **Referrer Agreement** with Capital Guard, which clearly defines the scope of permitted activities and remuneration structure;
- They have passed due diligence screening and any background checks deemed necessary by Capital Guard's Compliance function;
- They have received written confirmation of approval to operate under a referral arrangement;
- They understand and accept that no financial service may be provided or implied in connection with their referral activity.

A formal, written **Referrer Agreement** must be executed prior to engaging in any referral activities. This includes:

- Scope of permitted conduct;
- Terms of remuneration, if applicable;
- Confidentiality obligations and data handling protocols;
- Anti-money laundering and conflict-of-interest disclosures.

All Referrers must undergo Capital Guard's internal due diligence process, including AML/CTF checks and reputational screening, prior to activation.

Referrers are responsible for ensuring their conduct complies with all applicable laws and regulations, including the **Privacy Act 1988 (Cth)** (if collecting or transmitting personal information), and the **Spam Act 2003 (Cth)** (if contacting potential clients by email or SMS).

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## 6. Remuneration and Disclosure

Subject to legal restrictions and proper authorisation:

- Referrers may receive fixed or variable referral fees;
- All payments are made by Capital Guard and never deducted from client investments;
- If the value of the referral fee meets the disclosure threshold under **RG 175**, it may be disclosed to the client;
- Any conflict arising from remuneration will be addressed per our Conflicts of Interest Policy.

Referral fees are not payable where:

- The referred client does not proceed;
- The referral was obtained via unauthorised, misleading, or high-pressure means;

- There is a breach of this Policy or any governing law.

Capital Guard is committed to protecting the interests and rights of all referred clients. Accordingly:

- All referred clients will be informed that the Referrer is not licensed or authorised to provide financial services;
- Referrers must not exert influence, pressure, or provide advice that could reasonably be understood as financial product advice;
- Capital Guard retains sole responsibility for onboarding, advising, and servicing referred clients in accordance with its AFSL conditions and regulatory obligations.

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## 7. Privacy and Consent

All Referrers must adhere to the obligations imposed by the **Privacy Act 1988 (Cth)** and Capital Guard's Privacy Policy, including:

- Notifying the client that their personal data will be shared with Capital Guard;
- Securing express, informed consent prior to data transfer;
- Ensuring appropriate data storage, encryption, and security measures.

Failure to comply may result in legal liability for the Referrer and termination of the referral relationship.

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## 8. Complaint and Breach Procedures

Any individual or client with concerns about a Referrer's conduct may lodge a complaint in accordance with our Complaints Handling Policy. Capital Guard takes such reports seriously and may:

- Conduct an internal investigation;
- Suspend or terminate the Referrer's status;
- Report misconduct to ASIC or other regulatory bodies;
- Withhold or reclaim referral remuneration.

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## **9. Monitoring, Audit, and Enforcement**

Capital Guard will monitor referral activity to ensure compliance with this Policy and the Referrer Agreement. Monitoring measures include:

- Periodic audits of referral records;
- Review of client onboarding and communications;
- Automated flagging of high-risk patterns;
- Escalation to the Compliance Officer where necessary.

Where breaches occur, Capital Guard reserves the right to:

- Suspend or permanently terminate the Referrer relationship;
- Withhold compensation;
- Initiate legal proceedings or regulatory referrals.

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## **10. Termination of Referrer Status**

Capital Guard may immediately revoke a Referrer's status in the event of:



- Any breach of this Policy or the Referrer Agreement;
- Engagement in misleading or unauthorised referral activity;
- Damage to Capital Guard's reputation;
- Violation of client privacy or trust.

Upon termination, the Referrer must cease all marketing activity and return or destroy all confidential materials.

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## **11. Contact and Approvals**

All Referrer requests, compliance declarations, and questions regarding this Policy should be directed to:

**Compliance Department**

Capital Guard AU Pty Ltd

**Email:** [compliance@capitalguard.com.au](mailto:compliance@capitalguard.com.au)

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## **12. Policy Review and Updates**

Capital Guard will review this Policy annually, or more frequently in response to regulatory developments. The most current version will always be available on our website. Your continued participation in the referral process constitutes acceptance of the latest version.