# Trade for Good.

Trade For Good Pty Ltd

# Financial Services Guide



1 September 2021

#### **About Us**

BR Securities Australia Pty Ltd (**BR**) is the holder of Australian Financial Services Licence (**AFSL**) number 456663. Trade For Good Pty Ltd (**TFG**), ABN 41 643 105 999 is an Authorised Representative (number 1282970) of BR.

References in this FSG to we, us or our is to TFG acting as an Authorised Representative of BR.

This Financial Service Guide (FSG) is designed to assist you in deciding whether to use TFG's services and includes such things as;

- who we are?
- our services
- what financial services and products do we offer
- how is your personal information dealt with?
- how we transact with you
- how we are paid, and
- complaint processes

#### **Contact Details:**

BR Securities Australia Pty Ltd Level 5, 33 Queen Street, Brisbane, QLD, 4000.

Trade For Good Pty Ltd PO Box 256 Flinders Lane VIC, 8009 Email: info@tradeforgood.com.au Web Page: www.tradeforgood.com.au

TFG is the entity providing the AFSL authorised services to you as a retail or wholesale client.

#### What Financial Services are we authorised to provide?

TFG is authorised to

- provide general financial product advice for securities, interests in managed investment schemes, basic deposit products and standard margin lending facilities;
- deal, by applying for, acquiring, or disposing of securities, interests in managed investment schemes, basic deposit products and standard margin lending facilities

to and on behalf of retail and wholesale clients

The distribution of this FSG by TFG is authorized by BR.

#### No Advice

We will not provide you with personal financial product advice about any of the financial products in which we deal. From time-to-time Trade For Good may provide information about the characteristics of particular financial products. This information is intended to be purely factual information, nonetheless we are authorised to provide general financial advice, advice that doesn't consider your personal situation.

# Our dealing service

TFG is the first ever trading platform that will assist in raising money for charity organisations. Orders in relation to securities will be executed in accordance with our Market Participants Best Execution Policy. A copy of that Best Execution Policy is available at <a href="https://www.tradeforgood.com.au">www.tradeforgood.com.au</a>

TFG doesn't handle any of your money. When you open an account with us, you also sign up for an account with Morrison Securities Pty Ltd, an ASX Execution, Clearing and Settlement Participant (ABN 50 001 430 342, AFSL 241737) (Morrisons). Morrison provides TFG with the ability to arrange for clients to trade, clear and settle on the Australian Securities Exchange (ASX) and as part of the clearing service for settlement of your transactions you are required to have and a linked cash management account from specified providers see "Linked Cash Management Account" below, prior to any trade. Morrisons and the cash management account provider will provide their FSG and their terms and conditions.

If you wish to execute transactions using our services, you can give us instructions on our website or supported mobile devices. The method by which TFG will accept your instructions is subject to the terms and conditions of trading with Morrison Securities (<a href="www.morrisonsecurities.com.au">www.morrisonsecurities.com.au</a>). Trade For Good will not accept instructions from you to execute transactions on your behalf that are received by phone, e-mail, fax or post.



#### **Linked Cash Management Account**

To arrange trading on ASX or Chi-X Australia through Trade for Good, a Macquarie, Adelaide Bank, ANZ, DDH Graham or DDH Graham Westpac Cash Management Account (**CMA**) must be established and linked to your trading account. This account is for the purpose of settling transaction payments and fees on your account. When you open an account with TFG, you authorise Morrison Securities Pty Ltd (AFSL 241737) to direct debit and or credit those accounts.

If you have an existing CMA from the providers listed above, you can link this account instead as long as this account is in the same name as your trading account.

# How are we paid?

We are remunerated directly through the fees that we charge you. With respect to some financial products, we may also be remunerated by way of commission or other payments from a product issuer, subject to the conflicted remuneration provisions. Our employees are paid a salary and may also receive other benefits such as bonuses. We are not agents of Morrisons, and have engaged them on fixed fee commercial terms to execute transactions we have arranged for our clients. Our clients transact via us. In accordance with the arrangements discussed below, we may rebate to the client a portion of the commission that we charge to the client, and then arrange for the rebated amount to be donated to a charity selected by the client from a list of approved charities maintained by us.

# **Our Brokerage Schedule**

All rates are GST inclusive

Rates Equities (before rebate*)	
Equity Trade Size	Brokerage Rate
\$500 up to \$10,000	\$9.45
\$10,001 up to \$15,000	\$15.00
\$15,001+	\$15.00 or 0.099% whichever is the greater

<sup>\*</sup> see the discussion under "Rebates of commission - Donations of Rebates to Approved Charities" below

# What are your miscellaneous service fees?

Service	Fee (including GST)
Off Market Transfers	\$55.00
Paper Contract Note or Reprint of Paper Contract Note	\$5.50
Transfer HIN, Holding or Positions to another Broker	\$55.00
Statement Print	\$11.00
Fail Fee – (Failure to Settle Trades/Debits)	\$110.00 + 0.11% of the amount failed

#### **Software and Data Fees**

Trade For Good will arrange software subscription and data services through IRESS Pty Ltd. Such services are not provided by Trade For Good, are not financial services and are not covered by the Trade For Good dispute resolution scheme. All data subscription charges will be billable at the end of each calendar month.

Trading Platform Fees are billable per calendar month by invoice, monthly in advance, with relevant fees deductable 5 days before the end of calendar month in advance for the next calendar month. If any payment of fees is unsuccessful, the software login will be changed to the free version Viewpoint Lite and fees owing remain chargeable.

The Software Terms and Conditions are available at <a href="https://www.tradeforgood.com.au">www.tradeforgood.com.au</a>

# **Trading Platform Charges**

Software Name	Monthly Subscription (including GST)
IRESS ViewPoint (including live ASX data)	\$111.10
IRESS ViewPoint Lite	\$0
IRESS ViewPoint Lite with IRESS Mobile	\$55.00

**Optional Data-Add-Ons and Upgrades** 

optional bata Add ons and opgitues	
Optional data service type	Monthly Charge (including GST)
Chi-X Australia Live Data	\$30.00
Live ASX Company reports and news	\$40.00
International Exchanges	\$11.00



#### Rebate and donation arrangements do not apply to Self-Managed Superannuation Funds

The arrangements described below relating to rebates and donations do not apply if you are a Self-Managed Superannuation Fund (**SMSF**). This is because SMSFs are prohibited by law from making donations to charities, but can trade on a relevant exchange with Trade For Good. Under superannuation law, SMSFs must be established and maintained for the sole purpose of providing funds in the event of the members retirement or death. Any attempt by a SMSF to make a charitable donation would be a breach of that sole purpose test. Trade For Good will accept orders from a SMSF account under our normal order taking process however no rebate or donation can be made on the Funds behalf.

# **Rebates of commission - Donations of Rebates to Approved Charities**

When you trade in securities through Trade For Good, we will arrange for your trade to be executed and settled by Morrisons, an ASX Participant. We will charge you commission in respect of that trade at the rates set out above (or such lower rate as may be agreed with you from time to time), and Morrisons will collect that commission on our behalf.

Morrisons will account to us in respect of that commission in the month following the month in which your trade is settled. For example, if your trade is settled in October, Morrisons will generally account to us for the commission in respect of that trade in the middle of November.

We will rebate to you a portion of that commission when Morrisons accounts to us for that commission, and we will arrange for that portion to be donated on your behalf to the Approved Charity selected by you. Accordingly, instead of paying that portion of the commission to us, or to you, Morrisons will hold that portion on trust for the relevant Approved Charity and pay it to that Approved Charity, together with the commission rebates donated to that Approved Charity by other Trade For Good clients. As a result of these arrangements, you will have donated the rebated portion to the Approved Charity selected by you, and the amount of commission that you will have paid on your trade will have been reduced by that amount. The arrangements relating to Approved Charities are described below.

Morrisons may elect to retain any interest earned on any moneys (including donation amounts) held in its trust account. We will not rebate any commission under these arrangements unless and until you have complied in full with all of your obligations in respect of the settlement of the relevant trade, include to pay all amounts owing by you in respect of the trade and, in the case of a sale, to have made the relevant number of securities sold available to Morrisons to enable Morrisons to settle the trade. You may not request or instruct Trade For Good or Morrisons to pay any amount of rebate to (or to apply the rebate for the benefit of) you or any other person (other than the relevant Approved Charity), including to apply the rebate to reduce any debt owed by you to Trade For Good or Morrisons or any other person.

#### Rate of the rebate

The rate at which we will rebate the commission is as follows:

Rebate = (Commission - (Execution Fee + ASX Fee)) X 50%

Where:

Commission means the full amount of the commission (including GST) charged by Trade For Good in respect of the relevant

trade.

ASX Fee means the ASX Trading and Settlement fee in respect of the relevant trade (which is 0.00375% of the trade size

but may change from time to time)

Execution Fee means the Morrisons Securities Execution and Clearing fee in respect of the relevant trade.

Trade For Good reserves the right to vary the 50% component of the rebate formula above by giving written notice to you. Trade For Good will give you at least 20 Business Days written notice of any change in percentage.

# **Timing of donations**

You will be taken to have made the donation to your selected Approved Charity at the time that the amount of the commission rebate is held in Morrisons' trust account on trust for the relevant Approved Charity. This is expected to occur in the middle of the month following the month in which your trade is settled.

Once the donation is held in Morrisons' trust account on trust for the relevant Approved Charity, Morrisons will pay the donation to the charity at the time agreed with the relevant charity. Different arrangements may apply to different Approved Charities. In some cases, the charity will be paid immediately following the payment into the trust account; in other cases, the payment will be made at another time, such as on a monthly or quarterly basis. The payment will be made by direct deposit into the charity's bank account.



At the same time that the charity is paid your donation, it will be paid the donations made by other Trade For Good clients.

Despite the fact that the charity may not receive the donation in its bank account until a later time, you will be taken to have made the donation as soon as it is held in the Morrisons' trust account on trust for the charity.

#### Formal receipt for donations

Trade For Good will arrange for you to be provided an annual receipt by each relevant Approved Charity for the donations that you have made to that charity through the Trade For Good arrangements. That receipt will be provided shortly after the end of each financial year, and will relate to all donations made by you to the Approved Charity through the Trade For Good arrangements during that financial year.

You will be able to monitor the donations made by you by logging into your account Through the Trade For Good platform.

Note that the donation resulting from trades executed through the Trade For Good platform and settled in June is not made until sometime in July. Accordingly, those donations will not be included in the receipt for the year ended 30 June (and a tax deduction cannot be claimed for those donations in the tax return for that financial year). Rather they will be included in the receipt for the following financial year.

#### Rebates of commission reduces the amount of commission

The effect of the rebate of commission and the donation of the rebate to the selected Approved Charity on your behalf will be to reduce the amount of the commission (including GST) that you paid in respect of your trades.

You will be able to identify the reduced amount of commission paid in respect of your trades by logging into your account Through the Trade For Good platform.

Examples as to how the rebate of commission and donation of the rebated amount are available at www.tradeforgood.com.au/works

# **Approved Charites**

The current Approved Charities and some information relating to each of them can be found at <a href="www.tradeforgood.com.au/charities">www.tradeforgood.com.au/charities</a>
Each Approved Charity listed by Trade For Good must, at the time it is enter on to the list, be a Deductible Gift Recipient and registered with the Australian Charities and Not-for-profits Commission. A **Deductible Gift Recipient** or **DGR** means an organisation endorsed by the Australian Taxation Officer to receive donations that are tax deductible for Australian taxation purposes to the donor, that is the donor can deduct the amount of their donation from their taxable income when the donor lodges their Australian tax return.

You may select the Approved Charity to which you wish to donate the rebates of commission by following the four easy steps at www.tradeforgood.com.au/getstarted

Trade For Good may change the list of Approved Charities from time to time, and the updated list will appear on Trade For Good's website. Trade For Good will notify you if your selected Approved Charity is to be removed from the list (see further under "You may be required to change your selected Approved Charity).

The Australian Taxation Office (and not Trade For Good) is responsible for decision about endorsement of an organisation as a Deductible Gift Recipient. While Trade For Good will use reasonable endeavours to ensure that each payment to an Approved Charity made on your behalf as contemplated by these arrangements is tax deductible to you, Trade For Good cannot guarantee that it will be so, and it not responsible to you if any amount is not tax deductible.

#### You may change your selected Approved Charity

You may change the Approved Charity selected by you by notice in writing to us. That change will take effect in respect of trade orders placed by you after we have processed that change. Until we process that change, any commission rebates in respect of trade orders place before that time will be donated to your previously selected Approved Charity.

# You may be required to change your selected Approved Charity

We will notify you if the following occurs:

- The Approved Charity selected by you will no longer be on the list of Approved Charities.
  - In that event, we will give you sufficient notice (at least one month) to select another Approved Charity. If you fail to notify us of another Approved Charity selected by you in sufficient time, any donations to be made on your behalf will be made to the Default Approved Charity specified on our website. If you later notify us of another Approved Charity selected by you, we will promptly give effect to your selection.
- The Approved Charity selected by you ceases to be a Deductible Gift Recipient (**DGR**) registered with the Australian Charities and Not for Profits Commission (**ACNC**).



Approved Charities are required to notify Trade For Good if they will cease be a DGR registered with the ACNC. In any event, Trade For Good will monitor the Approved Charities to check that they remain a DGR registered with the ACNC. If your selected Approved Charity cease to be such, we will notify you and request that you select another Approved Charity. Pending a new selection by you, any donations to be made on your behalf will be made to the Default Approved Charity specified on our website. It is possible that we will not become aware that your selected Approved Charity has ceased to be a DGR registered with the ACNC and that a donation is made on your behalf to them after such cessation. In that event, unfortunately you will not be entitled to a tax deduction in respect of such donation. Under the arrangements between us and the Approved Charities, the charity would be required to refund any donation made in those circumstances, but if the charity has become insolvent, it may be that such refund will not be recovered.

#### Risks and other issues relating to the arrangements relating to rebates and donations

It is important that you understand the risks and other issues that may be involved in the arrangements escribed above. Below is a description of some of the key risks.

- As noted above, where your trade is settled in June, you will be required to pay any amount payable by you (and, in the case of a sale, make the relevant number of securities sold available to Morrisons to enable Morrisons to settle the trade) before the time of settlement of the trade in June. But the rebate of commission, and the making of the corresponding donation to your selected Approved Charity, will not take place until sometime in July. Accordingly, the taxation consequences of the trade will need to be recognized in one taxation year, but the deduction for the donation cannot be claimed until the following taxation year. See further the explanation of the taxation consequences of this under the heading "Taxation implications" below.
- If Trade For Good becomes insolvent between the time of settlement of the trade and when the rebate should take effect, it may be that the rebate will not take effect in those circumstances. In that event, you will be taken to have paid the full amount of commission, and not to have made a donation to your selected Approved Charity in respect of the relevant trade. This may impact the tax consequences of the trade for you, and the charity will not receive the intended donation.
- If Morrisons becomes insolvent between the time of settlement of the trade and when the rebate should take effect, it may be that the rebate will not take effect in those circumstances. In that event, you will be taken to have paid the full amount of commission, and not to have made a donation to your selected Approved Charity in respect of the relevant trade. Again, this may impact the tax consequences of the trade for you, and the charity will not receive the intended donation.
- If the Approved Charity selected by you ceases to be a Deductible Gift Recipient at the time that any donation by you is taken to have been made to it, you will not be entitled to a tax deduction in respect of that donation.

# **Taxation implications**

Given Trade For Good is not a taxation adviser, you should discuss any taxation issues with your Tax Adviser or Accountant before trading through the Trade For Good platform. The taxation consequences of trading through the Trade For Good platform and making donations to Approved Charities may vary depending on your personal circumstances. While Trade For Good expects that you should be entitled to a deduction for Australian taxation purposes in respect of the donation made on your behalf to an Approved Charity selected by you under the arrangements described above, you should confirm this with your Tax Advisor or Accountant.

#### **Privacy Policy**

Available at www.brsecuritiesaustralia.com.au/about and www.tradeforgood.com.au

#### **Associations and Relationships**

TFG's directors and related parties have no associations or relationships with any product issuers.

#### Complaints

Complaints can be lodged directly to the Complaints manager:

Mail: PO Box 256 Flinders Lane VIC 8009 Email: info@tradeforgood.com.au

We will ensure that any complaint is properly considered and responded to swiftly, in most cases this will be within 10 days.

If you are not satisfied with our final response, or if you have not received a response after 45 days, you may lodge a complaint with our complaint handling procedure is as follows:

- if you are dissatisfied with any aspect of the service that has been provided to you, please email one of our Customer Service Officers <a href="mailto:info@tradeforgood.com.au">info@tradeforgood.com.au</a>
- if our Customer Services Officers are unable to resolve your complaint to your satisfaction, please contact our CEO <u>alistairwarren@tradeforgood.com.au</u>

The representative will follow BR's internal dispute resolution policy, which includes sending you a copy of the policy when required to. If you aren't satisfied with an outcome, you can contact AFCA, see below.



BR is a member of the Australian Financial Complaints Authority (AFCA). AFCA provide fair and independent financial services complaint resolution that is free to consumers.

Website: <a href="mailto:www.afca.org.au">www.afca.org.au</a>
Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a>

Telephone: 1800931678 (free call)

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC, 3001.

# **Professional Indemnity Insurance**

BR has in place Professional Indemnity Insurance which satisfies the requirements for compensation under s912B of the Corporations Act that covers Trade For Good.