

# FINANCIAL SERVICES GUIDE.

Clearing and Settlement Services

February 2022

Third Party Platform Pty Ltd  
Participant of the ASX Clear, ASX  
Settlement and Trading Participant of  
Cboe Australia

Australian Financial Services  
Licence No. 314341  
ABN 74 121 905 905

# FINANCIAL SERVICES GUIDE

## 1 Overview

This Financial Services Guide ("FSG"), dated February 2022, is issued by Third Party Platform Pty Ltd (ABN 74 121 227 905, AFSL number 314341) ("TPP").

## 2 Definitions

The meanings of the terms used in this FSG:

Term	Meaning
AFCA	Australia Financial Complaints Authority
ASFL	Australian Financial Services License
ASX	Australian Securities Exchange Limited (the "Exchange")
ASX Clear	ASX Clear Pty Ltd ABN 48 001 314 503
ASX Settlement	ASX Settlement Pty Ltd ABN 49 008 504 532
BPSL	Bell Potter Securities Limited ABN 25 006 390 772 (Wholly-owned Group of BFG)
BFG	Bell Financial Group ABN 59 083 194 763
Cboe	Cboe Australia Pty Ltd ACN 129 584 667
CCP	Central Clearing Parties
Clearing Participant	a person who is a general participant of ASX Clear
Client	a Person who falls under the definition of 'Retail' or 'Wholesale' of the Corporations Act
Executing Broker	A Participant of one or more of the relevant Exchanges including ASX that you provide instructions to and who provides personal financial product advice to you
IDPS	Investor Director Portfolio Services
FSG	Financial Services Guide
Relevant Exchange	Approved Market Operator (ASX or Cboe)
Trading Participant	A Participant of the one or more of the relevant Exchanges including ASX
PDS	Product Disclosure Statement
Settlement Participant	a person who is a general participant of ASX Settlement
TPP	Third Party Platform ABN 74 121 227 905

## 3 Purpose and content of this FSG

This FSG is designed to help you to decide whether to use the services set out in this document provided by TPP. This FSG should be read in conjunction with the FSG you will receive from your Executing Broker.

This FSG includes information about:

- our name;
- contact details;
- who we are;

- the financial services and products that we are likely to provide;
- other documents you may receive
- How can you instruct us;
- our fees and what we and other relevant people are paid for the services we offer;
- our associations with product issuers;
- how we protect your personal information; and
- how you can complain.

## 4 Our contact details

Our contact details are:

### Third Party Platform Pty Ltd

GPO Box 1630 Sydney NSW 2001

Telephone 1300 786 299

[www.thirdpartyplatform.com.au](http://www.thirdpartyplatform.com.au)

[support@thirdpartyplatform.com.au](mailto:support@thirdpartyplatform.com.au)

## 5 Who we are

TPP holds an AFSL (No. 314341) and is a Participant of the ASX and in that role it is an ASX Clearing Participant, and an ASX Settlement Participant. TPP is also a trading Participant of Cboe Australia.

TPP is a general participant of the ASX, that is a third party clearer that clears Cash CCP Transactions and Derivatives CCP Contracts for other Market Participants and their clients.

For the purpose of this FSG, TPP facilitates the clearing and settlement of all products traded for Trading Participant / Executing Broker on the relevant exchange, while the Trading Participant / Executing Broker will be giving the advice on the product and maintaining the direct relationship with you. TPP will clear for all shares, structured products, warrants and ASX Equity.

## 6 Financial services we are authorised to offer

Our AFSL authorises us to provide the following financial services to retail clients and wholesale clients:

- provide general financial product advice for derivatives, interests in managed investmentschemes (including IDPSs) and securities;
- deal in a financial product by issuing, acquiring, varying or disposing of a derivative;
- deal in a financial product by applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of basic deposit products, derivatives, interests in managed investment schemes (including IDPSs), securities

- and standard margin lending facilities; and
- operate custodial and depository services other than IDPSs.

#### 6.1 How our Clearing and Settlement services work in conjunction with the Relevant Exchange and the Executing Broker

TPP would act as principal in relation to the clearing and settlement of each transaction in the dealing of securities when executing on the exchange on your behalf. During the clearing transaction TPP would act as agent for the client for whom the transaction was executed. However, TPP will owe the settlement obligations in respect of that transaction to ASX Clear as principal.

agreed with you prior to opening your account with your Executing Broker in respect of the services that it provides to you.

### 7 Other documents you may receive

We may also give you other documents, including:

- a Product Disclosure Statement (“**PDS**”), the document will contain information regarding our clearing services and the terms and conditions of those services where we will clear transactions executed by your chosen Executing Broker. It also contains information about a particular financial product, including the features, benefits, fees and risks associated with that product to help you make an informed decision about it.

### 8 How you can instruct us

You will need to have an account with a Trading Participant, your Executing Broker. This will be your relationship contact. You will not provide any instruction directly through TPP.

### 9 Who provides services to you

Your Executing Broker will provide advice or take instructions then execute those transactions on a relevant market. We will provide the clearing and settlement services for these transactions.

### 10 Our fees and how we and other relevant people are paid

In summary, we are remunerated through the Trading Participant / Executing Broker, not directly through the Client. Both parties will have an Agreement in place for the clearing transactions and settlement services dependent on the product provided to the Client.

The Agreement in place between the parties will distinguish the amount/prices involved, whether fixed or varied, the frequency, per trade, per service and/or other fees.

The Agreement may include a clause where the Client could be charged fail fees by TPP where you fail to perform your settlement obligations in respect of a transaction that has been executed on your behalf. Fail fees can also include a fee imposed by the exchange, an administrative fee and a default charge on the amount outstanding.

Other fees will be involved from the Executing Brokers side such as brokerage, commission and/or fees, which are

### 11 Our associations with product issuers

We have associations and relationships with product issuers that might reasonably be expected as capable of influencing the services we provide you:

- TPP is a subsidiary of Bell Financial Group Limited (“**BFG**”). We may offer to arrange for the issue to you of financial products by a related entity of BFG.
- We may have associations or relationships with unrelated product issuers through which we may receive commissions or other benefits.

### 12 How we protect your personal information

Your privacy is important to us. We comply with the Privacy Act 1988 (Cth) which includes the Australian Privacy Principles.

TPP and/or its agents may collect personal information about you (even if we are not dealing directly with you) to ensure we can provide the best service possible. To understand more, please read our Privacy Policy at [www.thirdpartyplatform.com.au](http://www.thirdpartyplatform.com.au).

### 13 Our compensation arrangements

We have professional indemnity insurance that satisfies s912B of the Corporations Act. You can also make some types of claims to the National Guarantee Fund, and you can read more information about this at [www.segc.com.au](http://www.segc.com.au).

### 14 How you can complain

We will attempt to resolve any complaint you have about our service. If you are dissatisfied with any aspect of our service, you can make a complaint by:

1. one of our Customer Services officers on 1300 786 299;
2. if our Customer Services Officers are unavailable to resolve your complaints, please contact our Complaints Manager at [complaints@thirdpartyplatform.com.au](mailto:complaints@thirdpartyplatform.com.au);
3. if you are still not satisfied, you can make an external complaint to the Australian Financial Complaints Authority Limited (**AFCA**) of which we are members. AFCA can be contacted at:

Australian Financial Complaints Authority Limited  
GPO Box 3, Melbourne, Victoria 3001  
Telephone 1800 931 678  
Facsimile (03) 9613 6399  
Email [info@afca.org.au](mailto:info@afca.org.au)

## 15 Our liability

We are not liable for anything we either do, or fail to do, based on an instruction which we reasonably believe is from you or someone acting on your behalf. We are also not liable for failing to carry out your instructions or effecting settlement of your transactions if something happens which we can't control.

We will not be liable to you for the consequences of not receiving a notification due to us relying on the wrong email address, when you failed to notify us of a new email address.

BFG and its subsidiaries do not guarantee or have any liability to you in respect of the services or obligations or performance of TPP.

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