

## **ANNEXURE 2      CLEARING FORMS**

### **Collateral Forms**

- 5.1      Form C<sub>3</sub> – Transfer of Collateral between Participants
- 5.2      Bank Guarantee – House Account
- 5.3      Bank Guarantee – Standard for Client Account
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- 5.5      ASX Clear Austraclear Pledged Securities – Lodgement
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### **General Clearing Forms**

- Form C<sub>9</sub> – Wool Futures Stock Confirmation Form – Lodgement – [Deleted]
- Form C<sub>10</sub> – Wool Futures Stock Confirmation Form – Buyers Advice –  
[Deleted]
- Form C<sub>11</sub> – Wool Futures Tender Notice/Redemption Request – [Deleted]

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# FORM C3

## TRANSFER OF COLLATERAL BETWEEN PARTICIPANTS

Please complete the relevant section, then email the form in PDF to ASX Clear Pty Limited ("ASX Clear") at [clearing@asx.com.au](mailto:clearing@asx.com.au)

ASX Clear will only process a transfer of Collateral request when it has received completed forms from both the Transferor and Receiving Participants

<b>To be completed by Transferor Participant</b>
Transferor Participant Name: ①
Transferor Participant Number: ②
Account Name and No/s Collateral being moved from: ③
HINs to be transferred: ④
_____ Date
Authorised Signatory <sup>⑤</sup>  Print name:

<b>To be completed by Receiving Participant</b>
Receiving Participant Name: ⑥
Receiving Participant Number: ⑦
Account Name and No/s Collateral being moved to: ⑧
_____ Date
Authorised Signatory <sup>⑨</sup>  Print name:

**EXPLANATION OF**  
**FORM C3 – TRANSFER OF COLLATERAL BETWEEN PARTICIPANTS**

The following details in the form must be completed by the Transferor Participant:

1. The name of the Transferor Participant.
2. The Number of the Transferor Participant.
3. The Account Numbers the Collateral is being transferred from.
4. The HINs to be transferred.
5. The Authorised Signatory of the Transferor Participant to sign here.

The following details in the form must be completed by the Receiving Participant:

6. The name of the Receiving Participant.
7. The Number of the Receiving Participant.
8. The Account Numbers the Collateral is being transferred to.
9. The Authorised Signatory of the Receiving Participant to sign here.

Introduced 11/03/04 Amended 30/04/04, 07/06/13, 28/02/20

## BANK GUARANTEE – HOUSE ACCOUNT LODGEMENT

TO: ASX CLEAR PTY LIMITED ABN 48001 314 503 ("Principal")

① GUARANTEE ON ACCOUNT OF ("Customer")

② IN RESPECT OF ("Participant")

③ ABN ("the Bank") at the request of the Customer hereby undertakes unconditionally to pay on demand to the Principal any amount or amounts not exceeding in total A\$ ④ ( Australian dollars) ("the total amount") which may from time to time be demanded in writing by the Principal in respect of the obligations of the Participant to the Principal for premiums, margins or other moneys payable in connection with any and all Accounts opened by the Participant in accordance with the ASX Clear Operating Rules and Procedures (as amended from time to time).

Payment of the total amount or any part or parts thereof will be made by the Bank to the Principal at the place and in the manner specified by the Principal, without reference by the Bank to the Customer and without enquiry as to the nature, existence or extent of the Participant's obligations to the Principal and notwithstanding any notice to the Bank by the Customer not to pay any moneys under this Guarantee.

This Guarantee continues in force until the first of the following events occurs:-

- (a) the Principal notifies the Bank in writing that this Guarantee is no longer required by the Principal;
- (b) the Bank pays to the Principal the total amount or the balance thereof remaining after any part payment or payments;
- ⑤ (c) 4.00 pm on the day of .

The Bank may at any time (without being required by the Principal to do so) terminate this Guarantee by paying to the Principal the total amount or the balance thereof remaining after any part payment or payments.

⑥ Any demand under this Guarantee may be made by facsimile transmission to fax number: ( )

The Principal cannot assign or transfer its rights under this Guarantee.

This Guarantee is governed by and is construed in accordance with the laws of New South Wales.

⑦ DATED at this day of

⑧ EXECUTED for and on behalf of

(name of Bank)  
by its attorney/s

(print full name/s)  
in the presence of:  
(or execute under common seal)

⑨ Any demand or correspondence in relation to this Guarantee should be addressed to:  
The Manager,  
(name of Bank),  
(Branch),  
(address),  
fax no ( )

**EXPLANATION  
OF  
BANK GUARANTEE – HOUSE ACCOUNT LODGEMENT**

1. Customer's name
2. Participant's name
3. Name of the bank
4. Amount of the bank guarantee in numbers and words
5. Date of expiry, if any
6. Facsimile number of bank issuing the bank guarantee
7. Place and Date of bank guarantee
8. This section to be executed by the bank
9. Name and address of bank

Introduced 07/06/13

**BANK GUARANTEE – STANDARD  
FOR CLIENT ACCOUNT (NOT FOR HOUSE ACCOUNT)**

TO: ASX CLEAR PTY LIMITED ABN 48001 314 503 ("Principal")

① GUARANTEE ON ACCOUNT OF ("Customer")

② IN RESPECT OF ("Participant")

③ ABN ("the Bank") at the request of the Customer hereby undertakes unconditionally to pay on demand to the Principal any amount or amounts not exceeding in total A\$ ④ ( Australian dollars) ("the total amount") which may from time to time be demanded in writing by the Principal in respect of the obligations of the Participant to the Principal for premiums, margins or other moneys payable in connection with the following Accounts:-

⑤ Full Account name and number

- 1.
- 2.
- 3.
- 4.

Payment of the total amount or any part or parts thereof will be made by the Bank to the Principal at the place and in the manner specified by the Principal, without reference by the Bank to the Customer and without enquiry as to the nature, existence or extent of the Participant's obligations to the Principal and notwithstanding any notice to the Bank by the Customer not to pay any moneys under this Guarantee.

This Guarantee continues in force until the first of the following events occurs:-

- (a) the Principal notifies the Bank in writing that this Guarantee is no longer required by the Principal;
  - (b) the Bank pays to the Principal the total amount or the balance thereof remaining after any part payment or payments;
- ⑥ (c) 4.00 pm on the       day of       .

The Bank may at any time (without being required by the Principal to do so) terminate this Guarantee by paying to the Principal the total amount or the balance thereof remaining after any part payment or payments.

⑦ Any demand under this Guarantee may be made by facsimile transmission to fax number: ( )

The Principal cannot assign or transfer its rights under this Guarantee.

This Guarantee is governed by and is construed in accordance with the laws of New South Wales.

⑧ DATED at       this       day of

⑨ EXECUTED for and on behalf of

(name of Bank)  
by its attorney/s

(print full name/s)  
in the presence of:  
(or execute under common seal)

⑩ Any demand or correspondence in relation to this Guarantee should be addressed to:

The Manager,  
(name of Bank),  
(Branch),  
(address),  
fax no ( )

**EXPLANATION  
OF  
BANK GUARANTEE – STANDARD  
FOR CLIENT ACCOUNT (NOT FOR HOUSE ACCOUNT)**

1. The bank's customer's name
2. Participant's name
3. Name of the bank
4. Amount of the bank guarantee in numbers and words
5. Account names which the bank guarantee will cover
6. Date of expiry, if any
7. Facsimile number of bank issuing the bank guarantee
8. Place and Date of bank guarantee
9. This section to be executed by the bank
10. Name and address of bank

Introduced 11/03/04 Amended 30/04/04, 07/06/13



**BANK GUARANTEE – DUAL BENEFICIARY  
FOR CLIENT ACCOUNT (NOT FOR HOUSE ACCOUNT)**

TO: ASX CLEAR PTY LIMITED ABN 48001 314 503 ("ASX Clear")

AND TO: ① ("Participant")

GUARANTEE ON ACCOUNT OF ② ("Customer")

IN RESPECT OF THE FOLLOWING CLIENT/S OF THE PARTICIPANT: ("Participant's Client/s")

③ Full Account Names and Numbers

- 1.
- 2.
- 3.
- 4.

④..... ABN .....("the Bank") at the request of the Customer hereby undertakes unconditionally to pay on demand any amount or amounts not exceeding in total ⑤ A\$ ..... ( ..... Australian dollars) ("the total amount") which may be demanded from time to time in writing by either of:

- A. ASX Clear, in respect of the obligations of the Participant to ASX Clear for premiums, margins or other moneys payable to ASX Clear in connection with an Account of the Participant held with ASX Clear in the name of any of the Participant's Client/s; or
- B. the Participant, in respect of the obligations of any of the Participant's Client/s to the Participant for moneys payable to the Participant in connection with an Account of the Participant held with ASX Clear in the name of any of the Participant's Client/s.

Payment of the total amount or any part or parts thereof will be made by the Bank to the party making demand at the place and in the manner specified in the demand, without reference by the Bank to the Customer and without enquiry as to the nature, existence or extent of the obligations of the Participant to ASX Clear or the obligations of the Participant's Client/s to the Participant and notwithstanding any notice to the Bank by the Customer not to pay any moneys under this Guarantee.

⑥ A demand by ASX Clear may be made by facsimile transmission to fax no. ( ) ..... A demand made by facsimile must be accompanied by a copy of this Guarantee. Any other demand must be accompanied by this Guarantee.

A demand by the Participant must be accompanied by this Guarantee which must bear an endorsement signed on behalf of ASX Clear by the Manager or Acting Manager of ASX Clear in the following terms: "This Guarantee is no longer required by ASX Clear and has been released to the Participant". The Bank is entitled to rely conclusively on an endorsement in that form.

This Guarantee continues in force until the first of the following events occurs:-

- (a) ASX Clear or the Participant returns this Guarantee (which must bear an endorsement on behalf of ASX Clear as above in the case of return by the Participant) to the Bank and notifies the Bank in writing that this Guarantee is no longer required;
- (b) the Bank has paid the total amount to ASX Clear or to the Participant, whether separately or collectively;
- (c) ⑦ 4.00 pm on the ..... day of .....

The Bank may at any time terminate this Guarantee by paying to ASX Clear, or, with the prior written consent of ASX Clear (which consent will not be withheld if ASX Clear has released this Guarantee to the Participant) to the Participant, the total amount or the balance thereof remaining after any part payment or payments.

Except where ASX Clear releases this Guarantee to the Participant, neither ASX Clear nor the Participant may assign or transfer their rights under this Guarantee.

This Guarantee is governed by and is accrued in accordance with the laws of New South Wales.

⑧ DATED at ..... this ..... day of .....

⑨ EXECUTED for and on behalf of  
(name of Bank)  
by its attorney/s

(print full name/s)  
in the presence of:

⑩ Any demand or correspondence in relation to this Guarantee should be addressed to:

The Manager,  
(name of Bank),  
(Branch),  
(address),  
fax no ( )

**EXPLANATION  
OF  
BANK GUARANTEE – DUAL BENEFICIARY  
FOR CLIENT ACCOUNT (NOT FOR HOUSE ACCOUNT)**

1. Name of Participant
2. Bank's Customer's name
3. Client Account names which the bank guarantee will cover.
4. Name of bank and ABN
5. Amount of bank guarantee in numbers and words
6. Bank's facsimile number
7. Expiry date, if any
8. Place and Date of bank guarantee
9. This section to be executed by the bank
10. Name and address of bank

Introduced 11/03/04 Amended 30/04/04, 07/06/13

## AUSTRACLEAR PLEDGED SECURITIES – LODGEMENT

TO: ASX CLEAR PTY LIMITED ABN 48 001 314 503 ("ASX Clear")

*This form to be completed by Clearing Participant in conjunction with third party Austraclear Member who is pledging Securities on behalf of Clearing Participant ("Third Party Pledgor").*

### PARTICIPANT DETAILS

PARTICIPANT NAME: ..... BROKER ID: .....  
CONTACT NAME: ..... CONTACT PHONE #: .....

### THIRD PARTY PLEDGOR DETAILS

AUSTRACLEAR MEMBER NAME: ..... ACLR CODE: .....  
CONTACT NAME: ..... CONTACT PHONE #: .....

### LODGEMENT DETAILS

ASX CLEAR CLIENT ACCOUNT #: ..... LODGEMENT DATE:.....  
AUSTRACLEAR SECURITY TYPE: .....  
ISSUER VALUE: .....  
FACE VALUE: .....  
MATURITY DATE: .....  
YEILD / COUPON / RATE: .....

### ACKNOWLEDGEMENT AND AGREEMENT

1. The Third Party Pledgor acknowledges and agrees that Securities Pledged in favour of ASX Clear ("Collateral") will be subject to a fixed charge in favour of ASX Clear ("Charge") from the time the Collateral is Pledged in accordance with the operating rules of the Austraclear System (as amended from time to time) ("Austraclear Rules").
2. The Collateral will remain subject to the Charge until ASX Clear releases the Collateral in accordance with the ASX Clear Operating Rules and Procedures (as amended from time to time).
3. The Third Party Pledgor acknowledges that the Charge secures all amounts and obligations owing by the ASX Clear Participant to ASX Clear in connection with the Client Accounts nominated above opened by the ASX Clear Participant named above "ASX Clear Participant" in accordance with the ASX Clear Operating Rules and Procedures (as amended from time to time).
4. The Third Party Pledgor confirms that it has read and understood and will observe the ASX Clear Operating Rules and Procedures (as amended from time to time), in so far as those rules and procedures relate to the Collateral and the Charge, including but not limited to:
  - (a) ASX Clear's power to deal with the Collateral on default by the ASX Clear Participant; and
  - (b) in particular, ASX Clear's power of sale in relation to the Collateral without any notice to the Third Party.
5. The Third Party Pledgor represents and warrants to ASX Clear that the Collateral is not and will not become subject to any other security interest, other than a security interest permitted under the ASX Clear Operating Rules and Procedures (as amended from time to time).
6. If the ASX Clear Participant is unable to insert the Account Numbers above at the time the Third Party Pledgor signs this form the Third Party Pledgor irrevocably authorises the ASX Clear Participant to insert the Account Numbers on this document on the Third Party's behalf, prior to lodging this document with ASX Clear.
7. Unless specifically defined in this Acknowledgement, capitalised terms have the meanings given to them (or cognate terms) in the Austraclear Rules.

Signed on behalf of the Third Party by its duly authorised signatory/ies:

.....  
Print name(s):

.....  
Dated:

Introduced 29/02/08

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## CASH MARKET ACCOUNT HIN FORM

Please complete this form and email it in PDF to ASX Clear Pty Limited ("ASX Clear") at [deriv.clearing@asx.com.au](mailto:deriv.clearing@asx.com.au)

TO: ASX CLEAR PTY LIMITED ABN 48001 314 503 ("ASX CLEAR")

FROM: \_\_\_\_\_ ("CLEARING PARTICIPANT")  
(insert name of Clearing Participant)

APPLICABLE CLEARING PID: \_\_\_\_\_  
(insert Clearing PID to which this Cash Market Account HIN Form relates)

### NOTIFICATION AND ACKNOWLEDGEMENT

The Clearing Participant notifies ASX Clear that Collateral will be lodged on the Clearing Participant's Cash Market Account from

- CHESS PID \_\_\_\_\_; and  
(Insert CHESS PID)
- the Direct Holdings identified by the following Holder Identification Numbers ("HINs"):
  - 1.
  - 2.
  - 3.
  - 4.

The Clearing Participant warrants that:

- all of the HINs notified above are Direct Holdings (as defined in the ASX Settlement Operating Rules) established and maintained by the Clearing Participant in its capacity as a Controlling Participant and it will notify ASX Clear in writing of any changes in control with respect to those Direct Holdings;
- all Collateral lodged from those HINs:
  - (a) will be acceptable Collateral for the purpose of Rule 14.6.1;
  - (b) will be and will remain for the period of lodgement with ASX Clear unencumbered in accordance with Rule 14.6.3; and
  - (c) will be and will remain for the period of lodgement with ASX Clear beneficially owned by the Clearing Participant.

Signed for and on behalf of the Clearing Participant as an Authorised Person

.....  
Signature

.....  
Full Name

Dated: .....

Introduced 07/06/13 Amended 08/02/17

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## HOUSE ACCOUNT HIN FORM

Please complete this form and email it in PDF to ASX Clear Pty Limited ("ASX Clear") at [deriv.clearing@asx.com.au](mailto:deriv.clearing@asx.com.au)

TO: ASX CLEAR PTY LIMITED ABN 48 001 314 503 ("ASX CLEAR")

FROM: \_\_\_\_\_ ("CLEARING PARTICIPANT")  
(insert name of Clearing Participant)

APPLICABLE CLEARING PID: \_\_\_\_\_  
(insert Clearing PID to which this Cash Market Account HIN Form relates)

### NOTIFICATION AND ACKNOWLEDGEMENT

1. The Clearing Participant notifies ASX Clear that Collateral will be lodged on the following Clearing Participant's House Account(s):

- 1.
- 2.
- 3.
- 4.

from

- CHES PID \_\_\_\_\_; and  
(Insert CHES PID)
- the Direct Holdings identified by the following Holder Identification Numbers ("HINs"):

- 1.
- 2.
- 3.
- 4.

2. The Clearing Participant warrants that:

- all of the HINs notified above are Direct Holdings (as defined in the ASX Settlement Operating Rules) established and maintained by the Clearing Participant in its capacity as a Controlling Participant and it will notify ASX Clear in writing of any changes in control with respect to those Direct Holdings;
- all Collateral lodged from those HINs:
  - (a) will be acceptable Collateral for the purpose of Rule 14.6.1;
  - (b) will be and will remain for the period of lodgement with ASX Clear unencumbered in accordance with Rule 14.6.3; and
  - (c) will be and will remain for the period of lodgement with ASX Clear beneficially owned by the Clearing Participant.

Signed for and on behalf of the Clearing Participant as an Authorised Person

.....  
Signature

.....  
Full Name

Dated: .....

Introduced 08/02/17

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**ASX WOOL FUTURES STOCK CONFIRMATION FORM  
FORM C9 – LODGEMENT**

Introduced 11/03/04 Amended 30/04/04 Deleted 19/02/24

**ASX WOOL FUTURES STOCK CONFIRMATION FORM  
FORM C10 – BUYERS ADVICE**

Introduced 11/03/04 Amended 30/04/04 Deleted 19/02/24

**ASX WOOL FUTURES TENDER/REDEMPTION REQUEST  
FORM C11**

Deleted 19/02/24

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