



CHES Project

Consultation on Release 1 (Clearing Services) – Amendments to AMO Contractual Terms

3 March 2025





Contents

Executive Summary	3
1. Background	6
1.1. Market Engagement and Consultation Processes on Release 1 Solution Design	6
2. Release 1 – Amendments to AMO Contractual Terms.....	8
2.1. Overview of Amendments to the AMO Contractual Terms	8
2.2. Implementation of the FIX Gateway and FIX Messaging	8
2.3. Extension of the AMO Contractual Terms to apply to ASX Limited (as a market operator).....	9
2.4. Operational Support Assessment and Clearing Assessments	10
2.5. Five-Year Review Amendments to the AMO Contractual Terms.....	11
3. Feedback Requested	13
Appendix A – Proposed Amendments to the Trade Acceptance Service Legal Terms	14
Appendix B – Proposed Amendments to the Product Services Legal Terms	34
Appendix C – Proposed Amendments to the Operational and Technical Standards	57

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Executive Summary

To facilitate the implementation of Release 1 (Clearing Services) of the Clearing House Electronic Subregister System (CHES) replacement system, ASX is required to amend the contractual terms which underpin the services provided by ASX Clear Pty Limited (ASX Clear) and ASX Settlement Pty Limited (ASX Settlement) to Approved Market Operators (AMOs). The contractual terms include:

- (i) the Trade Acceptance Service Legal Terms, as amended from time to time and most recently on 31 October 2021 (TAS Legal Terms);
- (ii) the Product Services Legal Terms, as amended from time to time and most recently on 31 October 2021 (Product Services Legal Terms); and
- (iii) the Operational and Technical Standards, as amended from time to time and most recently on 17 June 2024 (OT Standards),

collectively referred to as the AMO Contractual Terms.

The proposed amendments to the AMO Contractual Terms set out in this paper relating to CHES replacement are required to support Release 1 of the system that will replace CHES and reflects the solution design for new or changed functionality.

The Release 1 business requirements and the existing CHES functionality being re-engineered or decommissioned have been subject to an extensive consultation process with industry, and stakeholder feedback from these processes has been taken into account in the evolution of the business requirements and solution design for Release 1.

ASX is also taking this opportunity to conduct the five-year contract review, which is the review contemplated by (existing) clause 55 of the TAS Legal Terms and (existing) clause 42 of the Product Services Legal Terms (Five-Year Review). Given that the last Five-Year Review was completed in October 2021 and the next is required to be conducted prior to October 2026 (with go-live for Release 1 scheduled for March–April 2026), ASX considers that the nature and scope of the amendments arising under this consultation provide a timely and appropriate opportunity for the Five-Year Review to be simultaneously undertaken with the AMOs.

Unless otherwise specified, references to ASX are to both ASX Clear and ASX Settlement as respective Clearing and Settlement (CS) facility licensees and counterparties to the AMO Contractual Terms.

Proposed Release 1 and Five-Year Review changes to the AMO Contractual Terms

On the basis that Release 1 relates to replacing the CHES clearing component (on a backwards compatible basis) and the introduction of industry-standard Financial Information eXchange (FIX) messaging for all AMOs, the changes proposed to the AMO Contractual Terms are generally limited to the operational environment which underpins the service provided pursuant to the AMO Contractual Terms. In addition to these operationally-driven changes, ASX is also taking the opportunity to consult on a number of non-Release 1 related amendments given that this consultation will simultaneously facilitate the Five-Year Review which would have been scheduled for October 2026.

No changes are proposed to be made to the AMO Contractual Terms in respect of core clearing functionality, including registration, novation, netting and risk-management.

The nature and scope of the proposed changes to the AMO Contractual Terms are as follows:

- implementation of a new FIX Gateway and FIX messaging for AMOs (trade and market price reporting). This represents a significant shift from the current use of External Interface Specification (EIS) messaging and data gateways for trade registration, cancellation and end-of-day (EOD) price reporting by AMOs;

- amend the AMO Contractual Terms to reflect that from the commencement of Release 1 all market operators will access the Trade Acceptance Service on the same legal and technical basis. This includes, without limitation:
 - amending existing drafting which distinguishes the service provided to (non-ASX Limited) AMOs and ASX Limited; and
 - removing the ‘Service of Comparable Quality’ clause from the TAS Legal Terms and Product Services Legal Terms which will provide contractual certainty that all AMOs will receive the same service under the AMO Contractual Terms; and
- other Five-Year Review changes such as:
 - revised criteria for when an operational support assessment and clearability assessment are required to be performed. The proposed changes to the criteria clarify the following:
 - that an operational support assessment is required whenever a clearing assessment is required in respect of a financial product submitted by an AMO pursuant to the Product Services Legal Terms for the Trade Acceptance Service;
 - under what circumstances ASX Clear can request additional information from the AMO to support performing a clearing assessment;
 - the timing for when ASX Clear will advise the AMO of the outcome of a clearing assessment. Specifically, while the existing 10 Business Day (for similar products) and 40 Business Day (for significantly different products) notification process will remain unchanged, a third limb is proposed to be added which distinguishes products which are fundamentally different to the terms of a product that is in an existing product set. For these fundamentally different products, the notification period will be 120 Business Days; and
 - the provision of contractual flexibility to allow ASX Clear and ASX Settlement to engage, if reasonably required, the services of external professional services providers for the purposes of assisting with clearing assessments and/or operational support assessments performed under the Product Services Legal Terms;
 - enhanced functionality under the OT Standards to allow Alternate File Based Interface (AFBI) arrangements to facilitate price and trade submission during a technical outage;
 - updates to the Dispute Resolution clause in the TAS Legal Terms and Product Services Legal Terms to reflect the updated arbitration body for disputes which arise between ASX Clear and/or ASX Settlement and the relevant AMO; and
 - longer notification periods for the termination of the TAS Legal Terms and Product Services Legal Terms. This will see an increase from 20 Business Days to 60 Business Days.

Consultation process for amendments to the AMO Contractual Terms

ASX is seeking feedback on the proposed amendments to the AMO Contractual Terms by 14 April 2025.

Given the comprehensive nature of the consultation on the functionality of Release 1 undertaken already, the objective of this consultation is to seek feedback on each of the amendments to the AMO Contractual Terms.

ASX will share all material changes to the amendments proposed in this paper in response to AMO feedback in a consultation paper response, targeted to be published in July–September 2025.

ASX plans to release the final AMO Contractual Terms in October–December 2025, three to six months prior to Release 1 go-live. The revised AMO Contractual Terms will be published on the ASX website and become effective at the time of Release 1 go-live, targeted for March–April 2026.

We look forward to receiving industry feedback on the proposed changes to the AMO Contractual Terms.

Background



1. Background

On 14 March 2024, ASX released [CHES Replacement: Consultation paper on the Staged Implementation Approach and Implementation of Release 1 \(Clearing Services\)](#) (the 'Release 1 Consultation Paper'). In response to feedback received through both the Release 1 Consultation Paper and through other consultation processes (outlined in section 1.1 below), ASX issued a [Response to Consultation Feedback](#), confirming plans to replace the clearing component and introduce FIX messaging for AMOs. Among other things, the Response to Consultation Feedback also confirmed:

- the replacement of the clearing component is being implemented in a way which is backwards compatible to existing CHES for Clearing and Settlement (CS) Participants. CS Participants will continue to receive CHES EIS messages in the new clearing component as they currently do, although these messages will be generated by the new clearing component. Accordingly, CS Participants and other CHES Users are expected to experience minimal disruption as a result of Release 1; and
- the introduction of FIX messaging for AMOs will result in AMOs sending messages to the new clearing component in accordance with the new AMO User Technical Documentation (i.e. FIX specification) (rather than the existing EIS or other data gateway) for all messages, including trade registration, cancellation and EOD price reporting.

This Consultation Paper outlines the proposed amendments to the AMO Contractual Terms that are necessary to implement the changes outlined above, as well as a number of other changes which are detailed in the Executive Summary to this Consultation Paper.

The proposed amendments to the AMO Contractual Terms are made pursuant to the change provisions set out in clauses 26–26A of the existing TAS Legal Terms, and clauses 13–14 of the existing Product Services Legal Terms, respectively.

ASX may be required to prepare additional amendments to the AMO Contractual Terms throughout the consultation process to reflect the implementation of the ASIC CS Services Rules 2025 (CS Services Rules) and/or other regulatory guidance or requirements. If this is required, ASX will advise each AMO of the required amendments to the AMO Contractual Terms which will then remain subject to consultation in the same way as the other amendments are in this Consultation Paper.

ASX acknowledges this Consultation Paper follows the consultation on the Rules and Procedures amendments conducted during the previous iteration of the CHES replacement project and the considerable time and effort required to review both sets of proposed changes. We would like to thank all AMOs for their ongoing engagement in the AMO Contractual Terms amendments process.

1.1. Market Engagement and Consultation Processes on Release 1 Solution Design

The key market engagement and consultation processes undertaken to date to elicit industry feedback on the business requirements and solution design for Release 1 include:

- publishing the Release 1 Consultation Paper and Response to Consultation Feedback;
- convening regular Technical Committee meetings throughout 2023–2024, which included consideration of Release 1 requirements and design;
- convening regular AMO working group meetings since February 2024, which included consideration of Release 1 functionality; and
- convening regular Implementation and Transition Working Groups (ITWG) since December 2023, which included consideration of Release 1 implementation and transition arrangements.

Release 1 – Amendments to AMO Contractual Terms



2. Release 1 – Amendments to AMO Contractual Terms

2.1. Overview of Amendments to the AMO Contractual Terms

The purpose of this consultation is to obtain feedback on proposed amendments to the AMO Contractual Terms.

A detailed analysis and explanation of each of the material amendments ASX is proposing to make to the AMO Contractual Terms are outlined below in this section 2. To assist with the review of the AMO Contractual Terms, ASX has prepared a table setting out the change location for each amendment along with explanatory notes for the changes. These are set out in:

- Appendix A – Part 1: Amendments to the Trade Acceptance Service Legal Terms: Change locations and explanatory notes;
- Appendix B – Part 1: Amendments to the Product Services Legal Terms: Change locations and explanatory notes; and
- Appendix C – Part 1: Amendments to the Operational and Technical Standards: Change locations and explanatory notes.

The marked-up versions of the TAS Legal Terms, Product Services Legal Terms and Operational and Technical (OT) Standards can be accessed in Part 2 of Appendices A to C respectively.

AMOs reviewing the changes to the AMO Contractual Terms outlined in this Consultation Paper are encouraged to review the consultation paper on '[CHESS Project– Consultation on Release 1 \(Clearing Services\) Rule and Procedure Amendments](#)', which includes a number of related changes to the ASX Clear Operating Rules and related Procedures and ASX Operating Rules Procedures.

2.2. Implementation of the FIX Gateway and FIX Messaging

In Release 1, a FIX Gateway and FIX messaging will be introduced, marking a significant shift from the current use of EIS messaging for trade registration, cancellation and EOD price reporting by AMOs. This transition to FIX messaging is a key component of Release 1 and will bring benefits to AMOs through the adoption of industry standard messaging.

The transition to FIX messaging impacts a number of business message and information flows:

- **Trades and trade cancellations** will be submitted via the FIX Gateway as they occur on the AMO matching systems.
- **EOD Prices:** AMOs are required to report EOD closing prices to CHESS, which will be submitted via the FIX Gateway after the AMO market has closed.
- **Security Details Report:** The current CHESS system provides a facility for AMOs to request the Security Details EIS 096 message by sending a subscription request. The Security Detail message provides the AMO with a full list of the securities that are currently recorded against the specific AMO in the CHESS subregister. For CHESS replacement, the EIS 096 message will be replaced by a FIX message ('Security Definition (d)') and will be provided to each AMO daily. The new 'Security Definition (d)' message will provide each AMO a full list of all CHESS Approved Financial Products.

The implementation of the new FIX Gateway and FIX messaging will result in numerous changes throughout the AMO Contractual Terms, including:

- Trade Acceptance Service Legal Terms, Schedule 1 Part 1 and Schedule 2 Part 1;
- Product Services Legal Terms, Schedule 2 Part 1 and Schedule 3 Parts 2 and 3; and
- Trade Acceptance Service and Product Service Operational and Technical Standards, Part 4 (Standards).

A detailed analysis of each of the amendments to the AMO Contractual Terms reflecting the implementation of the new FIX Gateway and FIX messaging can be found in Appendices A to C.

Trade Submission and Communication Protocol during a technical outage – OT Standards

The current CHES system provides a facility for AMOs to report trades and prices offline. This facility is critical in the mitigation of operational risks associated with system or network outages, ensuring that AMOs have the capacity to communicate trade and price data in the event of technical failures and downtime.

In Release 1, we are introducing a significant update in the form of a new AFBI. This interface is designed to enhance the existing offline reporting service, offering an alternative method for submitting FIX messages to the CHES replacement system if the standard FIX Gateway is unavailable.

Transitioning from the EIS message formats used in the current system, the new AFBI will employ FIX message formats based on the AMO User Technical Documentation. This service will continue to use ASX's sFTP service for sending and receiving files, providing a secure and reliable method for data exchange. When a batch file is received by the replacement CHES system, it will be processed and a set of FIX acceptance or rejection messages will be generated and returned to the AMO.

2.3. Extension of the AMO Contractual Terms to apply to ASX Limited (as a market operator)

In Release 1, the AMO Contractual Terms will apply to ASX Limited (as a market operator)¹, reflecting that from the commencement of Release 1 all market operators will access the Trade Acceptance Service on the same legal and technical basis (i.e. the technical and operational systems and software all AMOs use and/or otherwise receive will be the same). As a result of this change, a number of amendments are required to the AMO Contractual Terms, including:

- amending any existing drafting which distinguishes or otherwise compares the service provided to (existing) AMOs and ASX Limited including, among other amendments, the deletion of references to 'ASX Products' which will instead be replaced with 'AMO Products', thus reinforcing that the AMO Contractual Terms will apply to all AMOs in the same way following the implementation of Release 1; and
- the removal of the 'Service of Comparable Quality' clause from the TAS Legal Terms and Product Services Legal Terms which will provide contractual certainty that all AMOs will receive the same service under the AMO Contractual Terms. ASX believes that the deletion of this clause will remove any doubt as to any perceived differences in the service provided to ASX Limited and the AMOs. Further analysis in respect of this clause is provided in Appendix A and B respectively.

The proposed changes to the AMO Contractual Terms reflect the existing contractual requirement on ASX Clear and ASX Settlement contained within the TAS Legal Terms (see clauses 22–23) and Product Services Legal Terms (see clauses 15–16) that the revised Legal Terms and/or Standards must confirm ASX's commitment to the provision of the Trade Acceptance Service on a non-discriminatory basis through the new technology. In addition, these changes are made pursuant to Part 2.3 of the CS Services Rules, and Part 3 of the Council of Financial Regulators 'Regulatory Expectations for Conduct in operating Cash Equity Clearing and Settlement Services in Australia' which require that ASX Clear and ASX Settlement provide CS services on 'commercial, transparent and non-discriminatory terms'.

¹ ASX Limited will apply to ASX Clear and ASX Settlement to become an Approved Market Operator subject to the Trade Acceptance Service Legal Terms and Product Services Legal Terms, to take effect on Release 1 go-live.

2.4. Operational Support Assessment and Clearing Assessments

ASX is proposing to make a number of changes to the operational support assessment and clearing assessment processes and procedures contained within the Product Services Legal Terms, with a view to performing these assessments more efficiently and to enhance risk management practices. Specifically, the changes proposed include revised criteria for when an operational support assessment and clearability assessment are required to be performed. The proposed changes to the criteria clarify the following:

- that an operational support assessment is required whenever a clearing assessment is required to be performed in respect of a financial product submitted by an AMO for the Trade Acceptance Service;
- under what circumstances ASX Clear can request additional information from the AMO to support ASX Clear performing a clearing assessment;
- that following a request to perform a clearing assessment, ASX Clear will confirm if the financial product is clearable or not clearable. If the financial product is deemed not clearable, ASX Clear will provide written reasons in support of the outcome;
- the timing for when ASX Clear will advise the AMO of the outcome of a clearing assessment. Specifically, while the existing 10 Business Day (for similar products) and 40 Business Day (for significantly different products) notification process will remain unchanged, a third limb is proposed to be added which distinguishes products which are fundamentally different to the terms of a product that is in an existing product set. For these fundamentally different products, the notification period will be 120 Business Days; and
- that ASX Clear and/or ASX Settlement may engage the services of an external professional services provider for the purposes of assisting with clearing assessments and/or operational support assessments performed under the Product Services Legal Terms. The decision to engage an external professional services provider is subject to a reasonableness qualifier imposed on ASX Clear and ASX Settlement following the submission of a financial product by an AMO.

The changes proposed above reflect the complexity of performing clearing assessments on certain products, including the need to understand the risks associated with those products, and the need to engage with the clearing industry to understand their willingness to clear a particular financial product. The changes also facilitate an increased level of transparency to the clearing assessment process performed by ASX Clear, ensuring that all AMOs have visibility over the characterisation of new financial products which in turn will drive the timing for such assessments being performed.

Regarding the ability for ASX Clear and ASX Settlement to engage the services of an external professional services provider, this change is considered necessary to ensure that clearing assessments and/or operational support assessments can be performed efficiently, particularly in circumstances where one or more AMOs have requested multiple assessments be completed within a short period of time, and such assessments relate to products that are 'significantly' or 'fundamentally' different to a product that is in the existing product set.

Information Handling Standard

Additional amendments are expected to be made to the Trade Acceptance Service and Product Services Information Handling Standard (Information Handling Standard) to allow both ASX Clear and/or ASX Settlement to share such information with external professional services providers, subject to the safeguard mechanisms in the Information Handling Standard. In this regard, a separate consultation will take place throughout 2025 for the Information Handling Standard pursuant to the amendment provisions for 'standards' prescribed in the AMO Contractual Terms.

2.5. Five-Year Review Amendments to the AMO Contractual Terms

A number of additional changes are proposed to be made to the AMO Contractual Terms to take effect on Release 1 go-live as a result of performing the Five-Year Review, including:

- extending the notice period that ASX Clear and/or ASX Settlement will provide from 20 to 60 Business Days where a decision to suspend the provision of the Trade Acceptance Service, or to terminate the right of the AMO to acquire the Trade Acceptance Service, has been made. This change is being made to better balance the rights of the parties where an AMO is not complying with the AMO Contractual Terms. An equivalent amendment is also being made to existing clause 28 of the Product Services Legal Terms to increase the notice period from 20 to 60 Business Days;
- updating: (i) the name of the arbitration body from the 'The Institute of Arbitrators & Mediators Australia' to the 'Resolution Institution'; (ii) the title of the person at the Resolution Institution who will determine the nominated arbitrator (should this be required); and (iii) the rules which will govern the conduct of any arbitration;
- enhanced functionality under the OT Standards to enhance AFBI arrangements to facilitate price and trade submission during a technical outage; and
- various changes to the operational and technical support arrangements, including in relation to after-hours support, the content of reports and other clarifications.

Feedback Requested



3. Feedback Requested

The proposed amendments to the AMO Contractual Terms discussed in this paper give effect to the solution design for Day 1 functionality of Release 1 (including for new or changed functionality that has already been the subject of consultation processes), as well as changes arising as part of the Five-Year Review.

ASX Clear and ASX Settlement invite feedback from existing AMOs, market operators and other relevant stakeholders on the operation of the draft AMO Contractual Terms, including any unintended consequences and associated impacts.

ASX Clear and ASX Settlement is seeking submissions in response to this Consultation Paper by **14 April 2025**.

Submissions should be sent to CHESSReplacement@asx.com.au.

ASX Clear and ASX Settlement will disclose all submissions to ASIC, RBA, ACCC and to its assurers. ASX Clear and ASX Settlement will not otherwise disclose submissions to any other third party unless we are required to do so by law, or you consent to the disclosure.

ASX Clear and ASX Settlement are available to meet with interested parties for bilateral discussions. Please email CHESSReplacement@asx.com.au to arrange a bilateral discussion.

We look forward to receiving industry feedback on the proposed changes to the AMO Contractual Terms.

Appendix A – Proposed Amendments to the Trade Acceptance Service Legal Terms

Part I: Change Locations and Explanatory Notes

The following table summarises the proposed material and/or noteworthy changes to the Trade Acceptance Service Legal Terms.

Document reference	Explanatory note	Reason for change
Contractual terms		
Clauses 20, 21	Amended to reflect the revised name of the relevant Schedule of Fees	Five-Year Review
Clauses 22, 23	These clauses are considered to no longer be relevant and are therefore deleted on the basis that from CHES replacement Release 1 go-live <i>all</i> AMOs (including ASX Limited) receiving the Trade Acceptance Service will do so via the Trade Acceptance Service in accordance with the TAS Legal Terms and related standards, and therefore the 'quality' of the services provided by ASX Clear and ASX Settlement in respect of the technical and operational systems and software will be as set out in those documents (i.e. there will be no difference in the technical or legal arrangements between ASX Clear and ASX Settlement and each AMO, removing the necessity to confirm contractually that the services will be of a 'comparable quality')	CHES replacement
Clause 25, 25(a)-(c) (renumbered clause 23(a)-(c))	Amended to reflect that all AMOs will receive the same service from CHES replacement Release 1 go-live (see also Explanatory note to amendment to existing clauses 22 and 23 (above))	CHES replacement
Clause 25(d) (renumbered clause 23(d))	Amended to reflect that all AMOs will receive the same service from CHES replacement Release 1 go-live (see also Explanatory note to amendment to existing clauses 22 and 23 (above)), and that existing CHES functionality of netting across a single security (regardless of trading venue) will remain for CHES replacement Release 1	CHES replacement
Clause 26A	Deleted to reflect that the technical and legal changes being made to the TAS Legal Terms for CHES replacement Release 1 are the 'new post-trade technology and infrastructure' changes referenced within existing clause 26A. This clause will therefore be redundant from the date the Release 1 technical and legal changes take effect	CHES replacement

Clause 28 (renumbered clause 26)	Amended to reflect that the safeguards referenced in existing clause 28 apply to all AMOs subject to the TAS Legal Terms (including ASX Limited)	CHES replacement
Clause 42 (renumbered clause 40)	Amended to extend the notice period ASX Clear and/or ASX Settlement will provide of a decision to suspend the provision of the Trade Acceptance Service, or to terminate the right of the AMO to acquire the Trade Acceptance Service, from 20 to 60 Business Days. ASX notes that different arrangements exist where an AMO has failed to comply with any provision of the Legal Terms and ASX Clear and/or ASX Settlement consider (acting reasonably) that failure to be 'material' (see existing clauses 39-41)	Five-Year Review
Clauses 45, 46 (renumbered clauses 43, 44)	Amended to reflect the change in the name of 'The Institute of Arbitrators & Mediators Australia' to the 'Resolution Institute', the title of the person at the Resolution Institute who will determine the nominated arbitrator and the rules which will govern the conduct of any arbitration conducted under the TAS Legal Terms	Five-Year Review
Clause 56 (renumbered clause 54)	Amended to reflect that the TAS Legal Terms (as amended) will commence from the Release 1 go-live date for a period of five (5) years. This change reflects that the Five-Year Review referenced in existing clauses 57-59 is being conducted as part of this consultation (rather than in October 2026) with a view to removing the need and effort for all parties to review the TAS Legal Terms shortly after the Release 1 go-live date (planned for March-April 2026)	CHES replacement
Schedule 1: Description of the items of the service (clause 11)		
Part 1 – Trade Acceptance	Amended to reflect the replacement of the EIS for AMOs with the new AMO User Technical Documentation (FIX specification), including changes to the description of the core service and names of message types These changes should be read in conjunction with the 'Trade Acceptance Service and Product Services Operational and Technical Standards' and AMO User Technical Documentation	CHES replacement
Parts 2-3 – Operational and Technical Support, After Hours technical Support	Amended to reflect changes to the Operational and Technical Support arrangements, including the after-hours technical support phone number	Five-Year Review
Schedule 2: Service levels (clause 25)		

Part 1(a) – Trade Acceptance – Operating Hours	Amended to reflect that AMOs may submit trades to ASX Clear and ASX Settlement during the hours of 7:00am (rather than 7:10am, as is currently the case) – 7:00pm	CHES replacement and Five-Year Review
Part 1(b)(i) – Trade Acceptance – Processing	Amended to reflect the replacement of the EIS for AMOs with the new AMO User Technical Documentation	CHES replacement
Part 1(b)(ii) – Trade Acceptance – Processing	Amended to align the requirement on ASX Clear and ASX Settlement to process trades with the Market Management principles which have been discussed bilaterally with the AMOs	Five-Year Review
Part 2(a)-(b) – Operational and Technical Support – Response times: operational and technical queries	Amended to reflect minor and consequential changes to the operational and technical support arrangements and changes to terminology	CHES replacement and Five-Year Review
Part 3(a) – Notification of Changes Impact the TAS – Scheduled Changes	<p>Category 1 (Technical Enhancements to the TAS) and Category 2 (Technical Enhancements potentially impacting the TAS) – Amended to reflect minor changes to the terminology used to describe a ‘Category of technical or operational change’ and the ‘Format’ of the notice of scheduled changes that will be provided to AMOs (i.e. references to Bulletins are now references to Notices)</p> <p>Category 3 (Operational changes impacting the TAS) – Amended to reflect that notice will no longer be provided of ‘New Clearing Participant Accreditation’ and ‘Clearing Participant technical issues impacting clearance of AMO transactions’ on the basis that this functionality is not needed by AMOs and is redundant</p> <p>Deletion of the ‘Note’ to the table of Scheduled Changes on the basis that the notice periods will apply to changes in technical production only (and not the test environment, as is currently the case)</p>	Five-Year Review
Part 4(a) – Business Relationship Management – Trade Acceptance Service Review Meetings	Amended to clarify the ASX person who will be responsible for conducting the Trade Acceptance Service Review Meetings and the frequency of those meetings	Five-Year Review
Part 4(b) – Business Relationship Management –Reports	Deletion of the ‘CHES Help Desk Incident Management Report’ on the basis this report is not being used by AMOs and is therefore redundant	Five-Year Review



Trade Acceptance Service
Legal Terms

ASX Clear Pty Limited and ASX Settlement Pty Limited

~~31 October 2021~~
[Insert]

The object of these Legal Terms

- 1 ASX Clear Pty Limited (**ASX Clear**) and ASX Settlement Pty Limited (**ASX Settlement**) operate licensed clearing and settlement facilities (**CS facility**).
- 2 Under section 795B of the Corporations Act, the relevant Minister may grant an applicant an Australian market licence if the Minister is satisfied of a number of things, including that the applicant has adequate clearing and settlement arrangements for transactions effected through the trade facility to be operated by it.
- 3 Under the operating rules of ASX Clear and ASX Settlement an Australian market licence holder (or an applicant for an Australian market licence) can apply to become an Approved Market Operator (**AMO**).
- 4 ASX Clear and ASX Settlement provide clearing and settlement arrangements which include services to AMOs and to parties to transactions in relation to CHESS-eligible financial products.
- 5 There are two categories of service relating to clearing and settlement of financial products transactions:
 - (a) a service to be provided by a CS facility licence holder to AMOs, being the acceptance of transactions effected through that AMO for clearing and settlement in the CS facility (**trade acceptance service**).
 - (b) a service provided to participants of the CS facility, being post-trade processing of transactions effected in accordance with the rules of an AMO (**clearing and settlement service**).
- 6 These Legal Terms govern the provision of a trade acceptance service to AMOs. They do not govern the provision of a clearing and settlement service to the parties to a financial product transaction effected through, or reported to, an AMO. The provision of a clearing and settlement service in respect of a financial product transaction accepted by ASX Clear and ASX Settlement under the trade acceptance service is subject to the

operating rules of ASX Clear and ASX Settlement. These Legal Terms do not govern the provision of a facility for the acceptance of settlement instructions from an Approved Clearing Facility (as defined in the operating rules of ASX Settlement).

- 7 The object of these Legal Terms is the provision by ASX Clear and ASX Settlement of:
 - (a) a trade acceptance service to an AMO; and
 - (b) certain commitments in relation to clearing and settlement services in respect of transactions effected through, or reported to, the AMO (but not clearing and settlement itself).

Binding nature of Legal Terms

- 8 Each of ASX Clear and ASX Settlement agree to be jointly bound by the obligations in these Legal Terms and to supply a trade acceptance service in accordance with these Legal Terms.
- 9 ASX Clear and ASX Settlement have no obligation to supply the trade acceptance service unless the AMO obtains an Australian market licence and agrees to be bound by these Legal Terms.
- 10 Each AMO that acquires a trade acceptance service agrees with both ASX Clear and ASX Settlement to be bound by the obligations in these Legal Terms.

The trade acceptance service

- 11 A trade acceptance service comprises the items set out in Schedule 1 to these Legal Terms as amended from time to time.
- 12 ASX Clear and ASX Settlement will not, subject to clauses 13 to 17 amend the schedule of items comprising the trade acceptance service.
- 13 ASX Clear and ASX Settlement may amend the schedule of items comprising the trade acceptance service where ASX Clear and ASX Settlement reasonably consider that a change is necessary in order to give effect to a proposed change in the clearing and settlement services that

ASX Clear and ASX Settlement provide to clearing and settlement participants. If ASX Clear and ASX Settlement propose to amend the schedule of items:

- (a) ASX Clear and ASX Settlement will publish on the ASX website a draft updated schedule of items comprising the trade acceptance service and provide written notice of the draft updated schedule of items to any AMO which has acquired a trade acceptance service.
 - (b) Following notice of the draft updated schedule of items ASX Clear and ASX Settlement will consult in good faith with any AMO which has acquired a trade acceptance service about the content of the draft updated schedule of items and the time frame for its implementation.
 - (c) The consultation period will be 21 days from the date of publication of the draft updated schedule of items unless another consultation period has been agreed to with each AMO which has acquired a trade acceptance service.
 - (d) Following the consultation period, ASX Clear and ASX Settlement will publish on the ASX website a final updated schedule of items and the date those items will come into effect (**Implementation Date**) and provide written notice of those items to any AMO which has acquired a trade acceptance service. The Implementation Date will be at least 90 days from the publishing of the final updated schedule of items, unless another date has been agreed to with each AMO which has acquired a trade acceptance service.
- 14 If an AMO, in good faith and acting reasonably, requests an expansion or enhancement of the service which requires an amendment to the schedule of items comprising the trade acceptance service, ASX Clear and ASX Settlement will, acting reasonably and in good faith, consult with the AMO in respect of the AMO's proposed expansion or enhancement and consequent amendment to the schedule of items.
- (a) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, they will, to the extent that there are any other AMOs which have acquired a trade acceptance service, implement the notice and consultation process set out in clause 13.
 - (b) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, but no other AMO has acquired the trade acceptance service, the expansion or enhancement and consequent amendment will be implemented as agreed by ASX Clear, ASX Settlement and the AMO.
- 15 Should ASX Clear and ASX Settlement agree to expand or enhance the trade acceptance service, the AMO requesting such expansion or enhancement and consequent amendment to the schedule of items comprising the trade acceptance service must make a monetary contribution towards the capital cost of such expansion or enhancement to ASX Clear or ASX Settlement (as specified by ASX Clear and ASX Settlement), in an amount to be agreed between that AMO and ASX Clear and ASX Settlement.
- 16 If no agreement as to the amount of the monetary contribution to ASX Clear or ASX Settlement can be reached, ASX Clear and ASX Settlement are not obliged to provide that expansion or enhancement or implement the consequent amendment to the schedule of items.
- 17 Clause 13 does not apply if any regulatory authority directs that ASX Clear and ASX Settlement must change the schedule of items, or if ASX Clear and ASX Settlement consider, in good faith and acting reasonably but otherwise in their absolute discretion, that a change is required to comply with ASX Clear's or ASX Settlement's licence obligations. ASX Clear and ASX Settlement will

- notify the AMO as soon as practicable of such a change.
- 18 An AMO may request that ASX Clear and ASX Settlement provide a trade acceptance service by lodging an application for that service with ASX Clear and ASX Settlement. The application must be in the form prescribed by ASX Clear and ASX Settlement from time to time.
- 19 The trade acceptance service will be provided to the AMO for the period (**contract period**) commencing on the date specified in the application form and ending on the earlier of:
- the last day of the service term for a trade acceptance service nominated by the AMO in its application form (or in correspondence accompanying its application form); and
 - the termination date of these Legal Terms as determined under clause [5654](#).
- and occupancy costs); plus
- (ii) equipment costs (towards the cost of technology and other equipment related support and maintenance services).
- 21 If ASX Clear and ASX Settlement are providing a trade acceptance service to two or more AMOs, ASX Clear and ASX Settlement will adjust the amount paid or payable by each AMO under clause 20(b)(ii) on an equitable basis. The manner in which the service fee is adjusted will be set out in the [ASX Clearing, & Settlement and Issuer Administration Services](#) Schedule of Fees (or any successor document), as applies at that time.

Service of comparable quality

~~22 ASX Clear and ASX Settlement will provide to AMOs a service to that provided to ASX Limited.~~

~~23 For the purposes of clause 22, a service of comparable quality is provided where any difference between the trade acceptance service provided to an AMO and the service provided to ASX Limited results solely from any differences in the means by which those services are delivered. These means include, without limitation, the technical and operational systems and software which support the delivery of the services.~~

Pricing

- 20 As a condition of obtaining and continuing to receive a trade acceptance service, an AMO acquiring a trade acceptance service must pay to, or as directed by, ASX Clear and ASX Settlement, the relevant amounts set out in the [ASX Clearing, & Settlement and Issuer Administration Services](#) Schedule of Fees (or any successor document), as applies at that time, for the following fees:
- an application fee to be paid on lodgement of the application to receive a trade acceptance service;
 - a service fee for a 12 month period, paid annually in advance, to be paid on a pro rata basis on the commencement date specified in the application form and at the commencement of each financial year during the contract period. The service fee is calculated by reference to limited categories of costs incurred in providing the trade acceptance service as follows:
 - ongoing resourcing costs (towards staff

Clearing and settlement service

~~2422~~ ASX Clear and ASX Settlement will provide clearing and settlement services to participants of ASX Clear and ASX Settlement for transactions effected through, or reported to, an AMO acquiring the trade acceptance service in accordance with applicable laws, operating rules and procedures.

~~2523~~ ASX Clear and ASX Settlement will not discriminate, when providing clearing and settlement services to clearing and settlement participants, on the basis of whether a trade has been effected through, or reported to [ASX \(ASX trade\)](#) or has been effected

~~through or reported to a particular AMO (AMO trade).~~ Without limiting this clause ~~2523~~:

- (a) the net fees and charges payable to ASX Clear and ASX Settlement in respect of each AMO trade will be no higher than the net fees and charges that would be payable had such trade been executed by the same participants at the same time on the market operated by ~~ASX~~ another AMO;
- (b) the operating rules and procedures of ASX Clear and ASX Settlement will not impose any requirements on their respective participants (or on prospective participants) as a result of those participants receiving or seeking to receive clearing and settlement ~~services in relation to AMO trades which are different to those which ASX Clear and ASX Settlement impose on participants receiving or seeking to receive clearing and settlement services in relation to ASX trades~~ services in relation to trades from a particular AMO;
- (c) ASX Clear and ASX Settlement may under their respective operating rules require participants of ASX Clear and ASX Settlement to certify that they have the necessary systems, procedures and controls to manage the clearing and settlement of ~~ASX trades~~ and from more than one AMO trades; and
- (d) where the financial product, the basis of quotation and the settlement date of ~~an ASX~~ a trade that is effected through one AMO is the same as the financial product, the basis of quotation and the settlement date of ~~an AMO trade~~ one or more trades that are effected through or reported to other AMOs, the ~~AMO trade and the ASX trade~~ trades will be able to be netted for settlement under the operating rules of ASX Clear and ASX Settlement.

No changes without consent

~~2624~~ Subject to clauses 13 to 17, ~~clause 26A~~, clauses ~~32-30~~ to ~~3634~~, and clauses ~~58-56~~ and ~~5957~~, ASX Clear and ASX Settlement will not, during the term of these Legal Terms, change the terms and conditions on which they supply a trade acceptance service, except by consent.

~~26A~~ ~~The parties acknowledge that ASX has announced its intention to invest in new post-trade technology and infrastructure for the cash market. ASX Clear and ASX Settlement may amend or replace these Legal Terms and/or the standards referred to in clause 29 in order to give effect to changes to the trade acceptance service as a consequence of new post-trade technology and infrastructure. The new Legal Terms and/or standards must confirm ASX Clear's and ASX Settlement's commitment to the provision of the trade acceptance service on a non-discriminatory basis through the new technology. ASX Clear and ASX Settlement will, in good faith and acting reasonably, consult with each AMO which is acquiring a trade acceptance service in relation to any such new Legal Terms and/or standards.~~

Service levels

~~2725~~ ASX Clear and ASX Settlement will comply with the service levels set out in Schedule 2 (Service Levels).

Safeguards

~~2826~~ If ASX Clear or ASX Settlement acquire actual knowledge of competitively sensitive information in the course of providing the trade acceptance service under these Legal Terms, they will implement as an operational standard promulgated under these Legal Terms, appropriate safeguards (to be determined in their absolute discretion) to protect that information from disclosure to ~~ASX Limited~~ another AMO.

Standards

~~2927~~ ASX Clear and ASX Settlement may, from time to time, promulgate:

- (a) technical standards; or
 - (b) operational standards.
- (standards).

~~3028~~ ASX Clear and ASX Settlement will publish on the ASX website any applicable standards at the time of these Legal Terms coming into effect.

~~3429~~ ASX Clear and ASX Settlement will not, subject to ~~clause 26A and~~ clauses ~~32-30~~ to ~~36-34~~ amend the applicable standards.

~~3230~~ ASX Clear and ASX Settlement may amend the applicable standards where ASX Clear and ASX Settlement reasonably consider that a change is necessary in order to give effect to a proposed change in the clearing and settlement services that ASX Clear and ASX Settlement provide to clearing and settlement participants. If ASX Clear and ASX Settlement propose to amend the standards:

- (a) ASX Clear and ASX Settlement will publish on the ASX website draft updated standards and provide written notice of the draft updated standards to any AMO which has acquired a trade acceptance service.
- (b) Following notice of draft updated standards ASX Clear and ASX Settlement will consult in good faith with any AMO which has acquired a trade acceptance service about the content of draft updated standards and the time frame for their implementation.
- (c) The consultation period will be 21 days from the date of publication of draft updated standards unless another consultation period has been agreed to with each AMO which has acquired a trade acceptance service.
- (d) Following the consultation period, ASX Clear and ASX Settlement will publish on the ASX website final updated standards and the date those standards will come into effect (**Implementation Date**) and provide written notice of those items to any AMO which has acquired a trade acceptance service.

- (e) The Implementation Date will be at least 90 days from the publishing of the final updated standards, unless another date has been agreed to with each AMO which has acquired a trade acceptance service.

~~3331~~ If an AMO, in good faith and acting reasonably, requests an expansion or enhancement of the service which requires an amendment to the standards, ASX Clear and ASX Settlement will in good faith and acting reasonably, consult with the AMO in respect of the AMO's proposed expansion or enhancement and consequent amendment to the standards.

- (a) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, they will, to the extent that there are any other AMOs which have acquired a trade acceptance service, implement the notice and consultation process set out in clause ~~3230~~.
- (b) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, but no other AMO has acquired the trade acceptance service, the expansion and enhancement and consequent amendment will be implemented as agreed by ASX Clear, ASX Settlement and the AMO.

~~3432~~ Should ASX Clear and ASX Settlement agree to expand or enhance the trade acceptance service, the AMO requesting such expansion or enhancement and consequent amendment to the standards must make a monetary contribution towards the capital cost of such expansion or enhancement to ASX Clear or ASX Settlement (as specified by ASX Clear and ASX Settlement), in an amount to be agreed between that AMO and ASX Clear and ASX Settlement.

~~3533~~ If no agreement as to the amount of the monetary contribution to ASX Clear or ASX Settlement can be reached, ASX Clear and ASX Settlement are not obliged to provide

that expansion or enhancement or implement the consequent amendment to the standards.

3634 Clause ~~32-30~~ does not apply if any regulatory authority directs that ASX Clear and ASX Settlement must change the applicable standards, or if ASX Clear and ASX Settlement consider, in good faith and acting reasonably but otherwise in their absolute discretion, that a change is required to comply with ASX Clear's or ASX Settlement's licence obligations. ASX Clear and ASX Settlement will notify the AMO as soon as practicable of such a change.

3735 As a condition of obtaining and continuing to receive the trade acceptance service, AMOs must comply with the standards as they are published from time to time. To the extent of any inconsistency between these Legal Terms and the standards, these Legal Terms will prevail.

Reporting obligations

3836 AMOs acquiring the trade acceptance service must:

- (a) immediately upon becoming aware, report to ASX Clear and ASX Settlement any material non-compliance with any of the standards; and
- (b) if ASX Clear and ASX Settlement have reasonable grounds to believe that the AMO may not have complied or may not be complying with the standards, provide promptly such information as ASX Clear and ASX Settlement may request for the purpose of ascertaining whether the AMO has complied or is complying with the standards. ASX Clear and ASX Settlement must state the grounds for their belief in any request for information.

Remedies for failure to comply

3937 If an AMO that has acquired the trade acceptance service fails to comply with any provision of these Legal Terms, and ASX Clear and ASX Settlement consider (acting reasonably) that failure to be material, ASX Clear and

ASX Settlement will first notify the RBA and ASIC and subsequently may, in their absolute discretion, either:

- (a) suspend the provision of the trade acceptance service until such time as they are satisfied that the AMO will comply with all of the provisions of these Legal Terms; or
- (b) terminate the right of the AMO to obtain the trade acceptance service.

4038 In considering whether a failure to comply is material, ASX Clear and ASX Settlement may in their absolute discretion, have regard to their respective licence obligations and the objectives set out in s760A of the Corporations Act.

4439 Without limiting the previous clauses of these Legal Terms there is a material failure to comply with a provision of these Legal Terms if:

- (a) ASX Clear and ASX Settlement reasonably believe that the AMO is failing to comply with a standard or any provision of these Legal Terms, and ASX Clear and ASX Settlement consider that failure to be material; or
- (b) ASX Clear and ASX Settlement (acting reasonably) direct an AMO to remedy any failure to comply with these Legal Terms and that AMO does not demonstrate to the satisfaction of ASX Clear and ASX Settlement, in their absolute discretion, that the failure has been remedied within 20 business days or such other remediation period that has been agreed to between the AMO, ASX Clear and ASX Settlement (acting reasonably).

4240 Except in circumstances where ASX Clear and ASX Settlement consider that continuing to provide the trade acceptance service contravenes any legal or licence obligation of ASX Clear and / or ASX Settlement, ASX Clear and ASX Settlement will provide an AMO with ~~20-60~~ business days' notice of a decision to suspend the provision of the trade acceptance service or to terminate the right of the AMO to

acquire the trade acceptance service or such other notice period that has been agreed to between the AMO, ASX Clear and ASX Settlement (acting reasonably). Notice of any suspension or termination will be provided to the RBA and ASIC.

protection of any investment by them in the CS facility;

- (c) the statutory and licence obligations of ASX Clear and ASX Settlement under the Corporations Act; and
- (d) the interests under contract made under these Legal Terms of all other persons.

Dispute resolution

4341 If a dispute arises between ASX Clear or ASX Settlement and an AMO that has acquired a trade acceptance service concerning any aspect of these Legal Terms or their operation, other than one that is the subject of an absolute discretion of ASX Clear or ASX Settlement, either party may deliver to the other party a written notice which identifies the dispute (**Notice of Dispute**). The parties must then negotiate in good faith to resolve the dispute.

4846 Subject to clause **49-47** an arbitration will be private and the result of the arbitration will not be published.

4947 The result of an arbitration will be provided to the RBA and ASIC on condition that they keep the results confidential subject to any statutory reporting obligation.

5048 The parties must bear their own costs of the arbitration, including the costs of any representatives.

4442 If after 30 days following receipt of the Notice of Dispute commercial negotiation fails to resolve the dispute, either party may refer the dispute to binding arbitration by a single arbitrator by written notice to the other party (**Arbitration Notice**).

5149 The cost of the arbitrator and the costs of any facilities used for the arbitration shall be borne equally by both parties.

Exclusions of liability

4543 The arbitrator must be a person agreed by the parties. However, if the parties fail to agree on the arbitrator within 14 days after the Arbitration Notice was delivered, the arbitrator will be the person nominated, at the request of either party, by the **PresidentChair** of the **Resolution Institute of Arbitrators & Mediators Australia** or his or her nominee.

5250 Subject to clause **5553**, neither ASX Clear nor ASX Settlement are liable for any direct or indirect loss however caused (including, but not limited to, by the negligence of ASX Clear or ASX Settlement), suffered or incurred by an AMO that has acquired a trade acceptance service or arising out of or in connection with the relationship established by these Legal Terms.

4644 Except where they are inconsistent with the provisions of these Legal Terms, the **rulesArbitration Rules** published ~~in 2014~~ by the **Resolution Institute of Arbitrators & Mediators Australia entitled the IAMA Arbitration Rules** will govern the conduct of any arbitration conducted under these Legal Terms.

5351 No AMO is liable for any direct or indirect loss however caused (including, but not limited to, by the negligence of that AMO), suffered or incurred by ASX Clear or ASX Settlement through the supply of a trade acceptance service to that AMO or arising out of or in connection with the relationship established by these Legal Terms.

4745 The arbitrator must have regard to and take into account as fundamental elements the following matters in resolving the dispute:

5452 As a condition of obtaining and continuing to receive the trade acceptance service, an AMO that has acquired a trade acceptance service may make no claim against ASX Clear or ASX Settlement with respect to any liability arising out of the provision by ASX Clear or ASX Settlement of a clearing and settlement service to a party to a transaction effected through,

- (a) the object of these Legal Terms;
- (b) the legitimate business interests of ASX Clear and ASX Settlement, including the

or reported to, a trade facility operated by that AMO.

5553 If an AMO demonstrates to the reasonable satisfaction of ASX Clear and ASX Settlement that ASX Clear and ASX Settlement have failed to comply with the Service Levels, ASX Clear and ASX Settlement will, subject to the following sentence, pay to that AMO a sum of \$2000 in respect of each day the Service Levels have not been complied with as that AMO's sole and exclusive remedy in respect of such failure. The aggregate liability of ASX Clear and ASX Settlement to an AMO under this clause ~~55-53~~ in any year is limited to the amount of the service fee for a 12 month period paid by that AMO in that year, net of the adjustment made under clause 21 (if any).

Term of Legal Terms

5654 Unless terminated earlier under the review provisions in these Legal Terms, ~~(which includes, without limitation, clause 26A)~~ these Legal Terms will operate for the period of 5 years commencing on ~~31 October 2024~~[day month] 2026.

Review

5755 Twelve months prior to the expiry of these Legal Terms a review of the Legal Terms will be carried out and published by ASX Clear and ASX Settlement within six months from the commencement of the review.

5856 A review will be carried out and published by ASX Clear and ASX Settlement if:

- (a) ASIC or the RBA take any regulatory action or there is a change of law which affects the provision of the trade acceptance service;
- (b) ASIC or the RBA consent to a review being undertaken;
- (c) there is any material change to the risk profile of ASX Clear or ASX Settlement in the provision of a trade acceptance service.

5957 ASX Clear and ASX Settlement will, in good faith and acting reasonably, consult with each AMO which is

acquiring a trade acceptance service as part of the review.

Transitional arrangements

6058 If an AMO requests, that AMO and ASX Clear and ASX Settlement will develop in consultation with each other and subsequently implement a plan for the orderly termination of the Legal Terms or the transitioned end of the delivery of the trade acceptance service to the AMO (**Transition Plan**).

6459 An AMO requesting the development of a Transition Plan will reimburse reasonable costs and expenses incurred by ASX Clear and ASX Settlement in developing and implementing the Transition Plan.

Governing law

6260 These Legal Terms are governed by the laws of New South Wales, Australia.

6361 ASX Clear, ASX Settlement and any AMO that acquires a trade acceptance service irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

Schedule 1

Description of the items of the service (clause 11)

A trade acceptance service comprises the following items:

1. Trade Acceptance	
Description	CHESSE Message
Trade acceptance <u>is</u> effected by <u>ASX Clear and ASX Settlement via</u> electronic messages as follows:	
(a) Trade Acceptance: (TradeCaptureReportAck): Trades submitted by an AMO <u>using a TradeCaptureReport (AE) message</u> that have been accepted by ASX Clear and ASX Settlement will be confirmed back to the AMO through CHESSE via a <u>TradeCaptureReportAck (AR) response message with value of '0' (0 = Accepted) for field 939TrdRptStatus.</u>	<u>484FIX AR</u>
(b) Trade Rejection: (TradeCaptureReportAck): Trades submitted by an AMO <u>using a TradeCaptureReport (AE) message</u> that have been rejected by ASX Clear and ASX Settlement will be notified back to the AMO through CHESSE via a <u>TradeCaptureReportAck (AR) response message with value of '1' (1 = Rejected) for field 939 TrdRptStatus.</u>	<u>518FIX AR</u>
(c) Trade Cancellation: (TradeCaptureReportAck): Trades submitted by an AMO that have been cancelled by the AMO (by the submission of a new trade message to CHESSE) and have been accepted by ASX Clear and ASX Settlement will be notified back to the AMO through CHESSE via a <u>TradeCaptureReportAck (AR) response message with value of '1' (1 = Cancel) for field 487 TradeReportTransType and value of '0' (0 = accepted) for field 939 TrdRptStatus.</u>	<u>484FIX AR</u>
(d) Trade Removal: (TradeCaptureReportAck): Trades submitted by an AMO that have been initially accepted and then subsequently removed by ASX Clear and ASX Settlement will be notified back to the AMO through CHESSE via a <u>TradeCaptureReportAck (AR) notification message with value of '1' (1 = Rejected) for field 939TrdRptStatus and field 1328 RejectText.</u>	<u>400FIX AR / j / 3</u>
(e) Trade Pending (TradeCaptureReportAck): Trades submitted by an AMO that are pending acceptance by ASX Clear and ASX Settlement will be notified back to the AMO through CHESSE via a <u>TradeCaptureReportAck (AR) notification message with value of '4' (4 = Pending New) for field 939TrdRptStatus.</u>	<u>FIX AR</u>
<u>Price acceptance is effected by ASX Clear and ASX Settlement via electronic messages as follows:</u>	
(f) Pricing Data Acceptance (Confirmation Ack): Pricing data <u>submitted by an AMO using a MarketDataSnapshotFullRefresh (W) message that has been successfully received by ASX Clear and ASX Settlement will be confirmed back to the AMO through CHESSE via a ConfirmationAck (AU) response message with value of '3' (3 = Affirmed) for field 940 AffirmStatus.</u>	<u>FIX AU</u>
(g) Pricing Data Rejection (Confirmation Ack): Pricing data <u>submitted by an AMO using a MarketDataSnapshotFullRefresh (W) message that has been rejected by ASX Clear and ASX Settlement will be confirmed back to the AMO through CHESSE via a ConfirmationAck (AU) response message with value of '2' (2 = Confirm rejected) for field 940 AffirmStatus.</u>	<u>FIX AU</u>

Other:

(h) Trade Session Rejection: Trades or Price Data submitted by an AMO that have been rejected will be notified back to the AMO through Reject (3) and Business Message Reject (j) messages.

i/3

Further details regarding these messages are outlined in the AMO User Technical Documentation

2. ~~CHES~~ Help Desk ~~Operations Operational~~ and Customer ~~Technical~~ Support

Operational and technical ~~CHES~~ support is provided via telephone (1800 814 051) or email (chesshelp@asx.com.au) between 8.00am and 6.00pm (Sydney time) on each Business Day (as that term is defined in ASX Settlement Operating Rule 2.13.1) (~~CHES Help Desk Operations Operating Hours~~) in relation to the following matters:

- (a) FIX gateway connectivity and messaging;
- (b) general operational or technical queries.

3. After Hours Technical Support

Technical support for production system problems is provided via telephone (~~(02) 9227 0824~~ (1800 814 051) or another telephone number notified by ASX Settlement) from 6.00pm to 8.00am (Sydney time) on each Business Day (as that term is defined in ASX Settlement Operating Rule 2.13.1). Support is restricted to connectivity and related technical queries. General operational and test system problems are not supported during this period.

4. ASX Clear and ASX Settlement Notices ~~and Bulletins~~

An AMO may request ASX Clear and ASX Settlement to disseminate to clearing and settlement participants via ASX Clear and ASX Settlement notices ~~and bulletins~~ regarding any critical operational or technical information relating to the AMO which may affect the provision of clearing and settlement services to clearing and settlement participants by ASX Clear and ASX Settlement in respect of AMO trades, for example:

- AMO technical outages;
- changes to AMO operating hours;
- termination of clearing arrangements between a participant of ASX Clear and a participant of the AMO.

The content of notices ~~or bulletins~~ is subject to approval by ASX Clear and ASX Settlement.

5. Business Relationship Management

Business relationship management as follows:

- (a) trade acceptance service review meetings; and
- (b) reports by ASX Clear and ASX Settlement as follows:
 - (i) quarterly reporting on performance against the service levels set out in clause 1 of Schedule 2;
 - (ii) monthly reporting on number of trades submitted by the AMO and ~~CHES Help Desk Operational and Technical Support~~ Incident Management;:-
 - (iii) monthly reporting on novation, netting efficiency and settlement efficiency metrics for transactions in CHES across all securities and in respect of uniquely listed/quoted securities of the AMO as set out in clause 4(b) of Schedule 2.

Schedule 2

Service levels (clause ~~27~~25)

1. TRADE ACCEPTANCE

(a) Operating Hours

An AMO may submit trades to ASX Clear and ASX Settlement during the hours of ~~7.40am~~00am to 7.00pm (Sydney time) on each Business Day (as that term is defined in ASX Settlement Operating Rule 2.13.1) or such other hours of operation as ASX Clear and ASX Settlement may from time to time notify all AMOs (**Operating Hours**).

ASX Clear and ASX Settlement will ensure that the CS facilities will be available for trade acceptance for not less than ~~99.8%~~ of Operating Hours (measured as a percentage of the total number of Operating Hours in a given month).

(b) Processing

(i) *Processing on the day the trade is received*

Subject to subparagraph (b)(ii), on each Business Day ASX Clear and ASX Settlement will process every trade submitted by an AMO in accordance with the Operational and Technical Standards on that day.

Note 1: For the purpose of this service level, a trade submitted by an AMO is taken to be processed when ASX Clear and ASX Settlement have transmitted ~~either a Trade Acceptance or Trade Rejection response message~~ a TradeCaptureReportAck (AR) message with '0' value (0 = accepted) for field 939 TrdRptStatus (refer to Items 1(a) and 1(b) of Schedule 1).

Note 2: A trade submitted by an AMO that is accepted by ASX Clear and ASX Settlement will be novated to ASX Clear with effect from:

- *if the trade is the result of the matching of bids and offers on the market of the AMO, immediately after the matching of those bids and offers (as that time is notified to ASX Clear and ASX Settlement by the AMO); and*
- *if the trade is the result of a transaction being recorded by the AMO, immediately after the transaction is recorded (as that time is notified to ASX Clear and ASX Settlement),*

in accordance with ASX Clear Operating Rule 12.2.1. Accordingly, the time taken by ASX Clear and ASX Settlement to process a trade submitted by an AMO does not affect the time of novation of the trade.

(ii) *Exception: Management of operational and system risk*

ASX Clear and ASX Settlement may decline to process trades submitted by an AMO on a Business Day if ~~the volume of trades submitted by all AMOs and ASX on that day or up to any point in time during that daysystem~~ availability makes this necessary, as determined by ASX Clear and ASX Settlement in their absolute discretion, in order to preserve the orderly operation or the integrity of the CS facilities.

ASX Clear and ASX Settlement must give notice of this determination to the AMO, ASIC and the RBA.

2. CHESSEHELP DESK OPERATIONS OPERATIONAL AND CUSTOMER TECHNICAL SUPPORT

(a) Response times: operational and technical queries

ASX Clear and ASX Settlement will provide item 2 of the trade acceptance service (as per Schedule 1) during CHESSEHELP Desk Operations Operating Hours to the standards described below:

Category of technical or operational query	Initial response time (within)	Update every	Escalation after
Connectivity and messaging:			
(a) Unable to connect to <u>CHESSEFIX Gateway</u>	20 mins	45 mins	60 mins
(b) Not receiving acceptance, cancellation, rejection or removal <u>FIX AR</u> messages from CHESSE	20 mins	60 mins	90 mins
General <u>CHESSE</u> queries	4 hrs	24 hrs	1 week
<u>CHESSE</u> Technical Support requests	4 hrs	24 hrs	Not applicable

For the purposes of the table above:

Initial response time means the time taken to acknowledge receipt of a request for operational or technical support.

Update means a verbal or email update to be provided to an AMO at stated intervals during CHESSEHELP Desk Operations Operating Hours if the operational or technical matter remains unresolved.

Escalation means the time by which the CHESSEHELP Desk Operations will notify a senior representative of ASX Clear or ASX Settlement of an unresolved issue following the initial response.

(b) When queries are taken to have been received

An AMO's request for operational or technical support will be deemed to have been received by ASX Clear and ASX Settlement:

- (i) if sent by email, when the email is received by ASX Clear and ASX Settlement as recorded by ASX Clear's and ASX Settlement's server;
- (ii) if made by telephone, when the CHESSEHELP Desk Operations receives the call.

A request made outside of CHESSEHELP Desk Operations Operating Hours is taken to have been received half an hour after the re-commencement of CHESSEHELP Desk Operations Operating Hours.

3. NOTIFICATION OF CHANGES IMPACTING THE TAS

ASX Clear and ASX Settlement will from time to time make changes to CHES and/or the TAS application or undertake maintenance that may have an impact on the TAS. Notice periods for communicating such changes are listed below:

(a) Scheduled Changes

The following notice periods apply to scheduled changes unless an alternative period or specific date is agreed by ASX Settlement, ASX Clear and the impacted AMO(s).

Category of technical or operational change	Minimum Notice Period	Format
<i>1. Technical Enhancements to the TAS</i>		
TAS Application functional upgrade requiring an external <u>CHESCS Systems</u> Release	3 Months	<u>Bulletin Notice</u>
Changes to TAS <u>CHESFIX</u> messages or additional messages	3 Months	
Infrastructure change impacting <u>CHES the CS Systems</u> including BCP Tests	3 Months	<u>Bulletin Notice Website</u>
TAS Application non-functional enhancements requiring an internal <u>CHESCS Systems</u> Release	2 Months	Email
<i>2. Technical Enhancements potentially impacting the TAS</i>		
<u>CHESCS Systems</u> upgrade having external <u>CHES</u> -user impact	3 months	<u>Bulletin Notice</u>
<i>3. Operational changes impacting the TAS[△]</i>		
<u>New Clearing Participant Accreditation</u>	<u>Within 1 hour of CHES set-up</u>	Email
New Clearing Participant PID	1 day	
Change in Clearing Participant PID Mapping		
<u>Clearing Participant technical issues impacting clearance of AMO transactions</u>	<u>Within 30 minutes of a confirmed issue</u>	<u>Phone</u>

Clearing Participant default or restrictions (O&TS Operational & Technical Standard No. 3732)	ASAP but within 30 minutes of Participant being advised of action to be taken	Phone initially followed by email confirmation
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△ It is expected that the AMO's operating rules require an AMO participant to inform the AMO of these changes as well.

~~Note: the notice periods referred to in the above table run from when the end to end test environment is available.~~

(b) **State of Emergency**

Depending on the circumstances, in emergency situations, urgent software fault correction will be developed, tested and implemented as soon as possible and notified to AMOs as soon as practical which may be after implementation.

Similarly, depending on the circumstances, notification to AMOs of emergency operational changes may not be possible until after implementation of the change.

4. BUSINESS RELATIONSHIP MANAGEMENT

(a) **Trade Acceptance Service Review Meetings**

The General Manager with responsibility for the [operational support of the](#) trade acceptance service (or where the General Manager is unavailable, their delegate) will, [at a minimum](#), meet with the AMO quarterly to discuss the provision of the trade acceptance service including, without limitation:

- (i) compliance by ASX Clear and ASX Settlement with the service levels in this Schedule 2; and
- (ii) the AMO's forward looking service requirements.

(b) **Reports**

ASX Clear and ASX Settlement will provide the reports as per paragraph 5(b) of Schedule 1 by the times set out in the table below:

Name of report	Contents of report	Timing to provide
Trade Acceptance Report	Number of trades submitted by the AMO each Business Day, including: <ul style="list-style-type: none"> ▪ number of trades accepted; ▪ number of trades rejected; ▪ number of trades cancelled; ▪ number of trades removed. 	Monthly (within 2 weeks after the end of each month).

CHES Help Desk Incident Management Report	<ul style="list-style-type: none"> ▪ number of queries received; ▪ response times. 	Monthly (within 2 weeks after the end of each month).
Performance Report	ASX Clear's and ASX Settlement's Performance against the service levels set out in Clause 1 of this Schedule 2.	Quarterly (within one month after the end of each calendar quarter).
Novation, netting efficiency and settlement efficiency metrics	<p>Monthly metrics for transactions in CHES across all securities and in respect of uniquely listed/quoted securities of the AMO of:</p> <ul style="list-style-type: none"> ▪ Daily Average Traded Value (On and Off Market) (\$) ▪ Daily Average Cleared Value (\$) ▪ Percentage Novated (%) ▪ Daily Average Cleared Value Post Netting (\$) ▪ Netting Efficiency (Value) (%) ▪ Netting Efficiency (Volume) (%) ▪ Daily Average Settled Value (\$) ▪ Settlement Efficiency (Value) (%) ▪ Average Daily CHES Fail Rate (% rescheduled to the next settlement date) (%) 	Monthly (within 2 weeks after the end of each month).

5. REQUESTS TO ENHANCE OR EXPAND THE TAS

An AMO may request an enhancement or extension to the TAS at any time by submitting a Change Request Application Form.

The form and the procedures for such a request are provided by ASX Clear and ASX Settlement on request.

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Appendix B – Proposed Amendments to the Product Services Legal Terms

Part I: Change Locations and Explanatory Notes

The following table summarises the proposed material and/or noteworthy changes to the Product Services Legal Terms.

Document reference	Explanatory note	Reason for change
Contractual terms		
Clause 1	Amended to reflect that from CHES replacement Release 1 go-live <i>all</i> AMOs (including ASX Limited) receiving the Trade Acceptance Service will do so via the Trade Acceptance Service in accordance with the TAS Legal Terms. Accordingly, it will no longer be necessary to distinguish whether a CHES-eligible financial product is admitted for quotation on ASX's market, or on the market of an AMO (ASX Limited will itself be an AMO)	CHES replacement
Clause 7	Amended to clarify that product set-up and maintenance services will apply where the AMO is acting on behalf of an issuer of AMO products – this is a clarification only	Five-Year Review
(New) Clause 10	<p>This clause has been added to enable ASX Clear and/or ASX Settlement to engage the services of an external professional services provider, at the expense of the AMO, to assist in performing the clearing assessment or operational support assessment, if reasonably required</p> <p>This clause is considered necessary to ensure that ASX Clear and/or ASX Settlement are able to perform clearing and/or operational support assessments efficiently, particularly (without limitation) in circumstances where one or more AMOs have requested multiple assessments be completed within a short period of time, and such assessments relate to products that are 'significantly' or 'fundamentally' different to a product that is in the existing product set (see Schedule 3 for a description of different types of clearing assessments)</p>	Five-Year Review
Clause 10, 10(C) (renumbered clause 11, 11(C))	Amended to reflect the revised names of the relevant Schedules of Fees	Five-Year Review
Clause 12 (renumbered clause 13)	Amended to reflect that the safeguards specified apply to all AMOs subject to the Product Services Legal Terms (including ASX Limited)	CHES replacement

Clause 14	Deleted to reflect that the technical and legal changes being made to the Product Services for CHES replacement Release 1 are the 'new post-trade technology and infrastructure' changes referenced within existing clause 14. This clause will therefore be redundant from the date the Release 1 technical and legal changes take effect	CHES replacement
Clauses 15, 16	These clauses are considered to no longer be relevant and are deleted on the basis that from CHES replacement Release 1 go-live <i>all</i> AMOs (including ASX Limited) receiving product services will do so in accordance with the Product Services Legal Terms and related standards, and therefore the 'quality' of the services provided by ASX Clear and ASX Settlement in respect of: (i) clearing assessments and operational support assessments; and/or (ii) product set-up and maintenance services; will be as set out in those documents (i.e. there will be no difference in the technical or legal arrangements between ASX Clear and ASX Settlement and each AMO (including ASX Limited), removing the necessity to confirm the services will be of a 'comparable quality')	CHES replacement
Clause 17 (renumbered clause 15)	Amended to align with the deletion of clauses 15 and 16 (above). Amended to enable ASX Clear and ASX Settlement to comply with the ASIC CS Services Rules (as amended from time to time), or other regulatory requirement, guidance or direction, by updating Schedules 1, 2 and 3 and/or the standards referred to in existing clause 21 (renumbered clause 19)	CHES replacement and Five-Year Review
Clause 18 (renumbered clause 16)	Amended to reflect that ASX Clear and ASX Settlement will report to the independent non-executive directors of ASX Clear in respect of the specified activities of all AMOs (including ASX Limited)	Five-Year Review
Clause 19 (renumbered clause 17)	Amended to reflect that the 'mode of service delivery' will be the same for all AMOs (including ASX Limited) and therefore there is no need to confirm that any one AMO will be charged for a different mode of service delivery	CHES replacement
Clause 20 (renumbered clause 18)	Amended to reflect the revised names of the relevant Schedules of Fees	Five-Year Review
Clause 28 (renumbered clause 26)	Amended to reflect the increase in the number of days' notice ASX Clear and ASX Settlement will provide to the AMOs if a decision is made to suspend the service or to terminate the right of the AMO to acquire the product services. The notification period will be increased threefold from 20 Business Days to 60 Business Days	Five-Year Review
Clause 32, 33 (renumbered clause 30, 31)	Amended to reflect the change in the name of 'The Institute of Arbitrators & Mediators Australia' to the 'Resolution Institute', the title of the person at the Resolution Institute who will determine the nominated arbitrator and the rules which will govern the conduct of any arbitration conducted under the Product Services Legal Terms	Five-Year Review

<p>Clause 41 (renumbered clause 39)</p>	<p>Amended to reflect that the Product Services Legal Terms (as amended) will commence from the Release 1 go-live date for a period of five years</p> <p>This change reflects that the Five-Year Review referenced in existing clauses 42-43 (renumbered clauses 40-41) is being conducted as part of this consultation (rather than in October 2026) with a view to removing the need and effort for all parties to review the Product Services Legal Terms shortly after the Release 1 go-live date (planned for March-April 2026)</p>	<p>CHES replacement</p>
<p>Schedule 1: Clearing assessment and operational support assessment (clause 6)</p>		
<p>Part 1 – Background (Clearing assessment)</p>	<p>Amended to reflect that the requirement for a clearing assessment will be determined based on whether the terms of a new financial product are identical to an existing financial product, including (amongst other things) ‘any financial product or other asset that underlies the financial product’</p>	<p>Five-Year Review</p>
<p>Part 1 – Background (Operational support assessment)</p>	<p>Amended to reflect that an operational support assessment:</p> <ul style="list-style-type: none"> (i) will now only be required if a clearing assessment is required (i.e. an operational support assessment is not required for each financial product submitted); and (ii) will also be required if, in the reasonable opinion of ASX Clear and ASX Settlement, there is a change to the terms of a product that causes the product to be issued on terms that are not identical to the remainder of the existing product set 	<p>Five-Year Review</p>
<p>Part 3 – What is required from an AMO – Operational support assessment</p>	<p>Amended to reflect that an operational support assessment will only be required if a clearing assessment is required (see also amendments to Product Services Legal Terms, Schedule 1, Part 1 – Background (above))</p>	<p>Five-Year Review</p>
<p>(New) Part 5 – Outcome of a Clearing Assessment</p>	<p>This Part has been added to provide additional clarity on the steps ASX Clear will take, and the information that will be provided, in relation to the outcome of the clearing assessment being performed (see also amendments to Product Services Legal Terms, Schedule 3, Part 1 (below)). This new Part also allows ASX Clear to request additional information in order to perform the clearing assessment, with the receipt of such information provided by the AMO resetting the timeframe for ASX Clear to perform the assessment (except for ‘fundamentally different’ products which will instead pause the 120 Business Day timeframe)</p>	<p>Five-Year Review</p>
<p>Schedule 2: Product set-up and maintenance (clause 7)</p>		

Part 1(a) – Product Set-up and maintenance services for AMO products	<p>Amended to reflect changes to the product setup and maintenance services, including:</p> <ul style="list-style-type: none"> (i) minor and consequential amendments arising as a result of the implementation of the new FIX Gateway for AMOs, including the replacement of EIS message details with new FIX message details; (ii) the removal of detail regarding the ‘Security Detail Report’ and replacing this with the ‘Security Definition (d)’ FIX message – additional detail regarding the Security Definition (d)’ FIX message is included in the AMO User Technical Documentation; and (iii) providing additional detail regarding the services provided as part of product maintenance 	CHES replacement and Five-Year Review
Parts 2-3 – Operational and Technical Support / After Hours Technical Support	Amended to reflect changes to the operational and technical support arrangements, including the after-hours technical support phone number	Five-Year Review
Part 4 – ASX Settlement and/or ASX Clear Notices	Amended to reflect that in some instances a Notice may be provided by ASX Settlement and/or ASX Clear and that information will be disseminated by way of Notices only, and not Bulletins	Five-Year Review
Schedule 3: Service levels – AMO products (clause 12)		

Part 1 – Clearing
assessment

Amended to reflect that:

- (i) for products issued on terms that are ‘fundamentally different’ to the terms of a product that is in the existing product set, ASX will perform a clearing assessment and advise the AMO of the outcome of the assessment within 120 Business Days (subject to those exceptions specified within Schedule 3). A new definition of ‘Fundamentally different’ has now been added to this Part.

This change reflects the complexity of performing clearing assessments on certain products, including the need to understand the risks associated with such products and the need to engage with the clearing industry to understand their willingness to clear the product;
- (ii) ASX Clear will now only require that ‘sufficient relevant information’ (rather than ‘all of the relevant information’) is provided to it to enable it to commence the clearing assessment with a view to expediting the clearing assessment where possible;
- (iii) in circumstances where additional information is required by ASX Clear from the AMO to enable it to perform a clearing assessment, the time provided for ASX Clear to complete the assessment will be extended for each category of product (‘similar’, ‘significantly different’ or ‘fundamentally different’) as set out in this Part. Specifically, a request for additional information for financial products that are ‘fundamentally different’ will not reset the time to Day 0 but instead pause the existing 120 Business Day timeframe

Five-Year
Review

<p>Part 2 (b) – Product set-up and maintenance services – Issuance set-up</p>	<p>Amended to reflect:</p> <ul style="list-style-type: none"> (i) <i>(For new issuers)</i> the time within which ASX Settlement will set-up a new issuer in the clearing and settlement system (within five Business Days of receipt of a request), including in circumstances where the set-up request is subject to confidentiality obligations (within five Business Days of that information being disseminated to the market); (ii) <i>(For existing issuers using issuance templates submitted via the Warrants Management Interface)</i> the implementation of the new FIX Gateway for AMOs, including the replacement of EIS message details with new FIX message details; (iii) <i>(For existing issuers using issuance templates submitted via email or other designated systems or processes)</i> the implementation of the new FIX Gateway for AMOs, including the replacement of EIS message details with new FIX message details, and an earlier time in which issuance templates must be submitted by an AMO to ASX Settlement (being 12:00pm Sydney time on a Business Day) to enable the product to be cleared within the timeframes stated in this Part; and (iv) <i>(In respect of ‘Confirmation of issuance set-up’)</i> that upon AMO connectivity, ASX will confirm as part of start of day processing all AMO products available in CHESSE using the new FIX message type 	<p>CHESSE replacement and Five-Year Review</p>
<p>Part 2(c) – Product set-up and maintenance services – Corporate actions</p>	<p>Amended to reflect changes to the timeframes for processing different corporate action events, including where the creation of the corporate action is automated or done manually. In respect of processing manual events, these changes reflect that ASX may prioritise processing certain events where those events are time critical</p>	<p>Five-Year Review</p>
<p>Part 3 – Operational and Technical Support – Response times: operational and technical queries</p>	<p>Amended to reflect the implementation of the new FIX Gateway for AMOs, including the replacement of EIS message details with new FIX message details</p>	<p>CHESSE replacement</p>
<p>Part 5 – Business relationship management</p>	<p>Amended to reflect changes to the contents of a number of reports, including:</p> <ul style="list-style-type: none"> (i) changes to the contents of the ‘CHESSE Help Desk Incident Management Report’ (now referred to as the ‘Operations Incident Management Report’) to include only details of the number of incident escalation queries – this is considered more meaningful than providing AMOs the number of queries received; and (ii) changes to the ‘Product Services Incident Management Report’ to include the number of corporate actions processed in the preceding month – this is considered additional helpful information for AMOs 	<p>CHESSE replacement</p>

Part 2: Product Services Legal Terms (marked up)



Product Services
Legal Terms

ASX Clear Pty Limited and ASX Settlement Pty Limited

~~31 October 2021~~
[Insert]

Object of the Legal Terms

1. ASX Clear and ASX Settlement provide a trade acceptance service to Approved Market Operators (**AMOs**) under the Trade Acceptance Service Legal Terms (**TAS Legal Terms**). The trade acceptance service is provided in respect of transactions in CHESS-eligible financial products, including CHESS-eligible financial products admitted for quotation on ~~ASX's market (ASX products) or on~~ the market of an AMO (**AMO products**).
2. The object of these Legal Terms is the provision by ASX Clear and ASX Settlement of financial product-related services to an AMO which is the recipient of the trade acceptance service. The services are described in clauses 6 and 7 and may be provided to an AMO in relation to an AMO product (**product services**).

Binding nature of Legal Terms

3. Each of ASX Clear and ASX Settlement agree to be jointly bound by the obligations in these Legal Terms and to supply product services in accordance with these Legal Terms.
4. ASX Clear and ASX Settlement have no obligation to supply the product services unless the AMO is the recipient of the trade acceptance service and agrees to be bound by these Legal Terms.
5. Each AMO that acquires product services agrees with both ASX Clear and ASX Settlement to be bound by the obligations in these Legal Terms.

Product services

6. The product services include clearing assessments and operational support assessments as set out in Schedule 1 for a financial product submitted by an AMO for the trade acceptance service which is an AMO product (which includes, in the case of a clearing assessment and operational support assessment, a CHESS-eligible financial product which meets the requirements for approval, and is to be admitted, as an AMO product).
7. The product services include set-up and maintenance as set out in Schedule 2 for a financial product submitted by an AMO for the trade acceptance service which is an AMO product (which includes, in the case of product set-up services, a CHESS-eligible financial product which

meets the requirements for admission, and is to be admitted, as an AMO product). The product set-up and maintenance services in Schedule 2 will apply in respect of an AMO when the AMO elects to arrange these services on behalf of issuers of AMO products.

8. An AMO may request that ASX Clear and ASX Settlement provide product services by lodging an application for that service with ASX Clear and ASX Settlement. The application must be in the form prescribed by ASX Clear and ASX Settlement from time to time.
9. The product services will be provided to the AMO for the period commencing on the date specified in the application form and ending on the earlier of termination of these Legal Terms under clause ~~393944~~ or termination of the AMO's right to receive product services under clause ~~232325~~ or clause ~~272729~~.

10. In performing a clearing assessment or an operational support assessment for a financial product submitted by an AMO, ASX Clear and ASX Settlement may if reasonably required engage the services of an external professional services provider to assist ASX Clear and ASX Settlement in the conduct of the clearing assessment or operational support assessment. The cost of the services of the external professional services provider will form part of the cost of the clearing assessment and operational support assessment and will be borne by the AMO. The estimated cost of the services of the external professional services provider will be included in the estimate of the cost of the clearing assessment and operational support assessment to be provided pursuant to clause 11B(a). ASX Clear and ASX Settlement will not instruct the external professional services provider to proceed with the provision of the services until the AMO has accepted the estimate of the cost of the clearing assessment and operational support assessment.

Pricing

- ~~10-11.~~ An AMO acquiring product services under these Legal Terms must pay to or as directed by ASX Clear and ASX Settlement, the relevant amounts set out in the ~~ASX Clearing, and Settlement and Issuer Administration~~ Schedule of Fees and Issuer Services Schedule of Fees (or any successor document), as applies at

that time, at such reasonable intervals agreed between an AMO and ASX Clear and ASX Settlement. This includes the clearing assessment fee and operational support assessment fee (if applicable).

~~40A11A~~. Notwithstanding clause ~~4011~~, if the operational support assessment identifies that ASX Clear, ASX Settlement or their related bodies corporate (as that term is defined in the Corporations Act) will be reasonably required to:

- (a) develop or test systems in connection with the provision of product services to an AMO; or
- (b) put in place new or special operational arrangements to support the provision of product services to an AMO,

the AMO must pay to or as directed by ASX Clear and ASX Settlement, an amount that reflects the cost of these activities as agreed between the AMO and ASX Clear and ASX Settlement. If no agreement can be reached, ASX Clear and ASX Settlement are not obliged to provide the product services to the AMO.

~~40B11B~~. ASX Clear and ASX Settlement will provide an AMO with:

- (a) an estimate of the cost of the clearing assessment and operational support assessment prior to such product services being provided; and
- (b) a record of the cost of the clearing assessment and operational support assessment at such reasonable intervals as agreed between the AMO and ASX Clear and ASX Settlement.

~~40C11C~~. Where in respect of product services referred to in clause 7 of these Legal Terms, an AMO requests, and ASX Clear and/or ASX Settlement (as applicable) agree, to invoice the AMO directly for those product services rather than the relevant issuer of the AMO products, the AMO must pay to or as directed by ASX Clear and/or ASX Settlement (as applicable), the relevant amounts for those services set out in the ~~ASX Clearing, and Settlement and Issuer Administration~~ Schedule of Fees ~~and/or Issuer Services Schedule of Fees~~ (or any successor document), as applies at that time, at such reasonable intervals agreed between an AMO and ASX Clear and ASX Settlement. This includes fees for product set up and maintenance services (if applicable).

Service levels

~~44.12~~. ASX Clear and ASX Settlement will comply with the service levels set out in Schedule 3.

Safeguards

~~42.13~~. If ASX Clear or ASX Settlement acquire actual knowledge of competitively sensitive information in the course of providing the product services under these Legal Terms, they will implement as an operational standard promulgated under these Legal Terms, appropriate safeguards (to be determined in their absolute discretion) to protect that information from disclosure to ~~ASX Limited~~ another AMO.

No changes without consent

~~13.14~~. Subject to clauses ~~14, 1715, 212123, 4341~~ and ~~4442~~, ASX Clear and ASX Settlement will not, during the term of these Legal Terms, change the terms and conditions on which they supply the product services, except by consent.

~~14~~. ~~The parties acknowledge that ASX has announced its intention to invest in new post trade technology and infrastructure for the cash market. ASX Clear and ASX Settlement may amend or replace these Legal Terms and/ or the standards referred to in clause 21 in order to give effect to changes to the trade acceptance service as a consequence of new post trade technology and infrastructure. The new Legal Terms and/ or standards must confirm ASX Clear's and ASX Settlement's commitment to the provision of the product services on a non-discriminatory basis through the new technology. ASX Clear and ASX Settlement will, in good faith and acting reasonably, consult with each AMO which is acquiring product services in relation to any such new Legal Terms and/ or standards.~~

Provision of Services ~~Service of comparable quality~~

~~15~~. ~~ASX Clear and ASX Settlement will provide to an AMO under these Legal Terms product services in respect of AMO products of comparable quality to those provided in respect of ASX products, including in the case of product services~~

~~referred to in clause 7 of these Legal Terms to an issuer of ASX products.~~

~~16. For the purposes of clause 15, a service of comparable quality is provided:~~

~~(a) in the case of clearing assessments and operational support assessments, where the methodology used by ASX Clear (and in the case of an operational support assessment, ASX Settlement) to conduct the assessment is the same for an ASX product and an equivalent AMO product, and an AMO product receives no less favourable treatment in terms of resourcing, priority and processing timeframes to that received by an equivalent ASX product; and~~

~~(b) in the case of product set-up and maintenance services, where:~~

~~a. there is no difference in the means by which the services for AMO products are delivered and the means by which the same services are delivered in respect of ASX products.~~

~~b. there is a difference in the means by which the services for AMO products are delivered, but any difference between the same services delivered of ASX products and AMO products results solely from any means by which those services are delivered. These means include, without limitation, any automated or manual processes which support the delivery of the services.~~

~~c. For the avoidance of doubt, in the circumstances in subparagraphs a. and b. above, this means that the product set-up and maintenance services for AMO products are provided to the same quality as the same services provided for ASX products.~~

~~17.15. For the purpose of complying with clauses 15 and 16, the ASIC CS Services Rules 2025 and/or other regulatory requirements, guidance or directions, ASX Clear and ASX Settlement may amend Schedules 1, 2 and 3 and/or the standards~~

referred to in clause ~~19~~19.21 in order to align the services and/or service levels for AMO products ~~with the equivalent services and/or service levels for ASX products~~. Any such amendment must be notified in writing to each AMO which is the recipient of product services. Except in circumstances where ASX Clear and/or ASX Settlement consider that continuing to provide the product services without such amendment contravenes any legal or licence obligation of ASX Clear and/or ASX Settlement (as applicable), ASX Clear and ASX Settlement will provide AMOs with 20 business days' notice of such amendments or such other notice period as determined by ASX Clear and/or ASX Settlement (acting reasonably).

~~18.16.~~ ASX Clear and ASX Settlement will report to the independent non-executive directors of ASX Clear:

(a) on a quarterly basis showing a comparison of the processing times for the following services provided ~~to an issuer of ASX products~~AMOs in respect of AMO products listed or quoted on AMOs: (i) clearing assessments; (ii) new issuer establishment; (iii) new issuance set up; and (iv) operational support assessments; and

(b) on an annual basis with a certification as to the service of comparable quality commitment in respect of: (i) clearing assessments conducted under Schedule 1; (ii) product set-up and maintenance services provided under Schedule 2; and (iii) operational support assessments conducted under Schedule 1.

Non-discrimination

~~19.17. Other than any fees or charges that are different because the mode of service delivery is not the same, the~~The net fees and charges payable to ASX Clear and ASX Settlement by an AMO in respect of the product services will be no higher than the net fees and charges that would be payable by an issuer in respect of the equivalent services for an equivalent ~~ASX~~AMO product.

~~20.18.~~ All fees and charges in respect of product services will be set out in the ASX Clearing, and Settlement Schedule of Fees and Issuer ~~Administration~~ Services

Schedule of Fees (or any successor document) which may be updated from time to time. ASX Clear and ASX Settlement will not enter into any other agreement or arrangement, including but not limited to an agreement or arrangement with ASX Limited or any other AMO, that would derogate from the commitment to non-discrimination under this clause.

Standards

24-19. ASX Clear and ASX Settlement may, from time to time, promulgate:

- (a) technical standards; or
- (b) operational standards, (standards).

22-20. The standards may be incorporated in any standards promulgated by ASX Clear and ASX Settlement under the TAS Legal Terms and otherwise will be published by ASX Clear and ASX Settlement on the ASX website.

23-21. The standards may be amended by ASX Clear and ASX Settlement:

- (a) under clause 15-147; or
- (b) in conjunction with an amendment to any standards promulgated by ASX Clear and ASX Settlement under the TAS Legal Terms; or
- (c) if any regulatory authority directs that ASX Clear and ASX Settlement must change the applicable standards, or if ASX Clear and ASX Settlement consider, in good faith and acting reasonably but otherwise in their absolute discretion, that a change is required to comply with ASX Clear's or ASX Settlement's licence obligations. ASX Clear and ASX Settlement will notify the AMO as soon as practicable of such a change; or
- (d) with the AMO's consent of each AMO.

24-22. As a condition of obtaining and continuing to receive the product services, AMOs must comply with the standards as they are published from time to time. To the extent of any inconsistency between these Legal Terms and the standards, these Legal Terms will prevail.

Remedies for failure to comply

25-23. If an AMO that has acquired the product services fails to comply with any provision of these Legal Terms, and ASX Clear and ASX Settlement consider (acting reasonably) that failure to be material, ASX Clear and ASX Settlement will first notify the RBA and ASIC and subsequently may, in their absolute discretion, either:

- (a) suspend the provision of the product services until such time as they are satisfied that the AMO will comply with all of the provisions of these Legal Terms; or
- (b) terminate the right of the AMO to obtain the product services.

26-24. In considering whether a failure to comply is material, ASX Clear and ASX Settlement may in their absolute discretion, have regard to their respective licence obligations and the objectives set out in s760A of the Corporations Act.

27-25. Without limiting the previous clauses of these Legal Terms there is a material failure to comply with a provision of these Legal Terms if:

- (a) ASX Clear and ASX Settlement reasonably believe that the AMO is failing to comply with a standard or any provision of these Legal Terms, and ASX Clear and ASX Settlement consider that failure to be material; or
- (b) ASX Clear and ASX Settlement (acting reasonably) direct an AMO to remedy any failure to comply with these Legal Terms and that AMO does not demonstrate to the satisfaction of ASX Clear and ASX Settlement, in their absolute discretion, that the failure has been remedied within 20 business days or such other remediation period that has been agreed to between the AMO, ASX Clear and ASX Settlement (acting reasonably).

28-26. Except in circumstances where ASX Clear and/or ASX Settlement consider that continuing to provide the product services contravenes any legal or licence obligation of ASX Clear and/or ASX Settlement (as applicable), or where the provision of product services is suspended or terminated under clause 27-29, ASX Clear and ASX Settlement will provide an AMO with 2060 business days' notice of a decision to suspend the provision of the product services or to

terminate the right of the AMO to acquire the product services or such other notice period that has been agreed to between the AMO, ASX Clear and ASX Settlement (acting reasonably). Notice of any suspension or termination will be provided to the RBA and ASIC.

~~29-27~~. ASX Clear and ASX Settlement may:

- (a) suspend the provision of product services to an AMO during any period of suspension of trade acceptance services to the AMO under the TAS Legal Terms; or
- (b) terminate the right of an AMO to receive product services if the AMO's right to receive trade acceptance services is terminated under the TAS Legal Terms.

Dispute resolution

~~30-28~~. If a dispute arises between ASX Clear or ASX Settlement and an AMO that has acquired product services concerning any aspect of these Legal Terms or their operation, other than one that is the subject of an absolute discretion of ASX Clear or ASX Settlement, either party may deliver to the other party a written notice which identifies the dispute (**Notice of Dispute**). The parties must then negotiate in good faith to resolve the dispute.

~~34-29~~. If after 30 days following receipt of the Notice of Dispute commercial negotiation fails to resolve the dispute, either party may refer the dispute to binding arbitration by a single arbitrator by written notice to the other party (**Arbitration Notice**).

~~32-30~~. The arbitrator must be a person agreed by the parties. However, if the parties fail to agree on the arbitrator within 14 days after the Arbitration Notice was delivered, the arbitrator will be the person nominated, at the request of either party, by the ~~President Chair~~ of the ~~Resolution Institute of Arbitrators & Mediators Australia~~ or his or her nominee.

~~33-31~~. Except where they are inconsistent with the provisions of these Legal Terms, the ~~rules Arbitration Rules published in 2014~~ by the ~~Resolution Institute of Arbitrators & Mediators Australia entitled the IAMA Arbitration Rules~~ will govern the conduct of any arbitration conducted under these Legal Terms.

~~34-32~~. The arbitrator must have regard to and take into account as fundamental elements the following matters in

resolving the dispute:

- (a) the object of these Legal Terms;
- (b) the legitimate business interests of ASX Clear and ASX Settlement, including the protection of any investment by them in the CS facility;
- (c) the statutory and licence obligations of ASX Clear and ASX Settlement under the Corporations Act; and
- (d) the interests under contract made under these Legal Terms of all other persons.

~~35-33~~. Subject to clause ~~343436~~ an arbitration will be private and the result of the arbitration will not be published.

~~36-34~~. The result of an arbitration will be provided to the RBA and ASIC on condition that they keep the results confidential subject to any statutory reporting obligation.

~~37-35~~. The parties must bear their own costs of the arbitration, including the costs of any representatives.

~~38-36~~. The cost of the arbitrator and the costs of any facilities used for the arbitration shall be borne equally by both parties.

Exclusions of liability

~~39-37~~. Neither ASX Clear nor ASX Settlement are liable for any direct or indirect loss however caused (including, but not limited to, by the negligence of ASX Clear or ASX Settlement), suffered or incurred by an AMO that has acquired product services or arising out of or in connection with the relationship established by these Legal Terms.

~~40-38~~. No AMO is liable for any direct or indirect loss however caused (including, but not limited to, by the negligence of that AMO), suffered or incurred by ASX Clear or ASX Settlement through the supply of product services to that AMO or arising out of or in connection with the relationship established by these Legal Terms.

Term of Legal Terms

~~41-39~~. These Legal Terms operate for the period of 5 years commencing on ~~31 October 2024~~ [day month 2026] but will automatically terminate on termination of the TAS Legal Terms.

Review

42-40. Twelve months prior to the expiry of these Legal Terms a review of the Legal Terms will be carried out and published by ASX Clear and ASX Settlement within six months from the commencement of the review.

43-41. A review will be carried out and published by ASX Clear and ASX Settlement if:

- (a) ASIC or the RBA take any regulatory action or there is a change of law which affects the provision of the product services;
- (b) ASIC or the RBA consent to a review being undertaken;
- (c) there is any material change to the risk profile of ASX Clear or ASX Settlement in the provision of the product services.

44-42. ASX Clear and ASX Settlement will, in good faith and acting reasonably, consult with each AMO which is acquiring product services as part of the review.

Intellectual property rights

45-43. No intellectual property rights are passed, transferred or licensed to an AMO or to ASX Clear and ASX Settlement under these Legal Terms.

Governing law

46-44. These Legal Terms are governed by the laws of New South Wales, Australia.

47-45. ASX Clear, ASX Settlement and any AMO that acquires product services under these Legal Terms irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, [Australia](#).

Schedule 1

Clearing assessment and operational support assessment (clause 6)

1. Background

For an AMO product to be approved and remain approved as an approved financial product:

- The AMO product must meet all requirements to be admitted for quotation under the operating rules of the AMO.
- All relevant regulatory approvals for the issuer and/or AMO product must be satisfied so that there is no impediment to trading, clearing and settlement of the AMO product.
- Where applicable, ASX Clear must perform a clearing assessment of the AMO product.
- Where applicable, ASX Clear and ASX Settlement must perform an operational support assessment of the AMO product.

Clearing assessment

The clearing assessment will be performed in accordance with ASX Clear's Clearability Policy in place from time to time. A clearing assessment is not required for financial products issued on terms that are identical to the terms of a financial product in the existing product set. The relevant terms of the existing product set include any feature of the financial product or any way of trading, pricing, settling, clearing or condition on which the financial product is quoted or any financial product or other asset that underlies the financial product, which is relevant to ASX Clear's assessment of its risk. The existing product set refers to all "Financial Products" (as that term is defined in the ASX Settlement Operating Rules) that have met the clearing assessment and operational support assessment criteria and that are cleared by ASX Clear ~~at the time the clearing assessment is performed and settled by ASX Settlement~~.

A clearing assessment may also be required where there is a change to the terms of an approved AMO product which, in the reasonable opinion of ASX Clear, causes the AMO product to be issued on terms that are not identical to the remainder of the existing product set.-

Operational support assessment

An operational support assessment is required ~~for each whenever a clearing assessment is required to be performed in respect of a~~ financial product submitted by an AMO for the trade acceptance service ~~and is also required whenever a clearing assessment has been performed.~~

An operational support assessment will also be required where there is a change to the terms of an approved AMO product which, in the reasonable opinion of ASX Clear and ASX Settlement, causes the AMO product to be issued on terms that are not identical to the remainder of the existing product set.

An operational support assessment will therefore determine whether systems need to be developed or tested or any other new or special operational arrangements need to be put in place to support the delivery of clearing, settlement or issuer services, or services to the AMO, in relation to the financial product submitted by the AMO.

2. What is required from an AMO – Clearing Assessment

All AMO products to be submitted by an AMO for the trade acceptance service must be submitted by the AMO for a clearing assessment, other than AMO products issued on terms that are identical to the terms of a financial product in the existing product set. An approved AMO product may also be submitted for a clearing assessment where there is a change to the terms of an approved AMO product which, in the reasonable opinion of ASX Clear, causes the AMO product to be issued on terms that are not identical to the remainder of the existing product set.

In order for ASX Clear to perform the clearing assessment, AMOs are required to provide ASX Clear with the following information:

- comprehensive product description, including the nature of the product and in particular having regard to features of the product that impact price determination and liquidity;
- issuer;

- underlying security / asset;
- operating rule framework that governs the listing or quotation of the financial product; and
- any other relevant information reasonably required by ASX Clear.

3. What is required from an AMO - Operational support assessment

All AMO products to be submitted by an AMO for the trade acceptance service must be submitted by the AMO for an operational support assessment. ~~An operational support assessment is also required~~ whenever a clearing assessment ~~has been~~ is required to be performed in relation to a particular AMO product.

In order for ASX Clear and ASX Settlement to perform an operational support assessment, AMOs are required to:

- fully complete an ASX Clearing and Settlement Services New Product Form in the form prescribed by ASX Clear and ASX Settlement from time to time;
- provide contact details for the issuer of the product, for the purpose of ASX Clear or ASX Settlement requesting information from the issuer where they consider it necessary to do so;
- where the AMO product did not require a clearing assessment, provide the information that would have been provided to ASX Clear to perform a clearing assessment under section 2 of this Schedule 1; and
- provide any other relevant information reasonably required by ASX Clear and ASX Settlement.

4. Service levels

ASX Clear will conduct a clearing assessment of an AMO product in accordance with the service levels set out in section 1 of Schedule 3.

ASX Clear and ASX Settlement will conduct an operational support assessment of an AMO product in accordance with the service levels set out in section 2A of Schedule 3.

5. Outcome of Clearing Assessment

Following a request to conduct a clearing assessment, ASX Clear will confirm the following:

- that additional information is required to be provided by the AMO in order for ASX Clear to conduct the clearing assessment (additional information). Such additional information will be specifically identified by ASX Clear. The provision of additional information will in accordance with the service levels set out in section 1 of Schedule 3 result in the timeframe for the clearing assessment being reset; or
- that the clearing assessment has been completed and the result of the clearing assessment was that:
 - the relevant financial product is clearable. The clearability of the financial product may be subject to conditions reasonably imposed by ASX Clear to ensure the proper functioning and integrity of the CS facility; or
 - the relevant financial product is not clearable. ASX Clear will provide written reasons why the relevant financial product is not clearable.

Schedule 2

Product set-up and maintenance (clause 7)

1. Product set-up and maintenance services for AMO products

Description	CHES <u>messageFile</u>
a) Product setup and maintenance:	
(i) (i) Issuance set up: this includes setting up the financial products in the clearing and settlement and risk systems (in the case of warrant products, <u>and where utilised by an AMO, via the Warrants Management Interface</u>), <u>and creation of the sub-registry and CHES subregister detail report confirming the available sub-registry, ticker and ISIN code allocation and management register.</u>	<u>N/A</u>
<u>Reporting request</u>	<u>503</u>
<u>Accepted reporting request</u>	<u>526</u>
<u>Security detail</u>	<u>096</u>
<u>The Security Definition (d) message (in FIX format) will be made available daily to each AMO after completion of logon for each FIX connection. Further details on this message are included in the user technical documentation (FIX specification).</u>	<u>Security Definition (d) message</u>
<u>End of reporting</u>	<u>538</u>
(ii) Maintenance: this includes suspensions, <u>reinstatements</u> and terminations, <u>warrant product changes and expiry/delisting of a warrant</u> of AMO products, <u>in the clearing and settlement system, change of issuer name, change of share registry and other changes outlined in the Operational Procedures for AMOs.</u>	<u>N/A</u>
b) Corporate actions:	
(i) Establishment of corporate action event in the clearing and settlement system.	<u>N/A</u>
(ii) Clearing and settlement system support for corporate actions: including cum balances and adjustments.	<u>N/A</u>
c) Primary market facility: a service provided for processing allocation components of primary and secondary product issues through the clearing and settlement system.	<u>N/A</u>

2. ~~CHES Help Desk Operations Operational~~ and ~~Customer Technical~~ Support

Operational and technical support is provided via telephone (1800 814 051 or another telephone number notified by ASX Settlement) or email (chesshelp@asx.com.au or another email address notified by ASX Settlement) between 8.00am and 6.00pm (Sydney time) on each Business Day (~~CHES Help Desk Operations~~ **Operating Hours**) in relation to the following matters:

- (a) Connectivity and messaging.
- (b) Operational or technical queries.

In these Legal Terms, **Business Day** has the meaning given to it in ASX Settlement Operating Rule 2.13.1.

3. After Hours Technical Support

Technical support for production system problems is provided via telephone (~~(02) 9227 0821~~ or ~~(1800 814 051~~ or another telephone number notified by ASX Settlement) from 6.00pm to 8.00am (Sydney time) on each Business Day. Support is restricted to connectivity and related technical queries. General operational and test system problems are not supported during this period.

4. ASX Settlement and or ASX Clear Notices ~~and Bulletins~~

ASX Settlement and or ASX Clear will disseminate notices ~~and bulletins~~ to participants regarding issues relating to the systems used for providing the product set-up and maintenance services which may affect those services, for example, issues with:

- clearing and settlement systems or services;
- changes to the Operating Hours.

In these Legal Terms, **Operating Hours** means the hours of ~~7.10am~~8.00am to ~~7~~6.00pm (Sydney time) on each Business Day or such other hours of operation as ASX Clear and ASX Settlement may from time to time notify all AMOs.

5. Business relationship management

Business relationship management as follows:

- (a) product services review meetings as described in clause 5(a) of Schedule 3; and
- (b) reports by ASX Settlement as follows:
 - (i) quarterly reporting on performance against the service levels set out in Schedule 3;
 - (ii) monthly reporting including, but not limited to, the number of issuance creation requests submitted by the AMO and ~~CHES~~Help Desk~~Operations~~ Incident Management and those reports set out in Schedule 3.

Schedule 3

Service levels – AMO products (clause ~~11~~12)

1. Clearing assessment

ASX Clear will conduct the clearing assessment and advise the AMO of the outcome to that request within the following timeframes:

- For products issued on terms that are similar but not identical to the terms of a product that is in the existing product set: 10 Business Days; ~~and~~
- For products issued on terms that are significantly different to the terms of a product that is in the existing product set: 40 Business Days (other than in the case of the blackout periods specified below-); ~~and~~
- For products issued on terms that are fundamentally different to the terms of a product that is in the existing product set: 120 Business Days (other than in the case of the blackout periods specified below).

Fundamentally different products means those which have such unique characteristics, attributes and/or risk profiles relative to the existing product set such that ASX Clear determines that external engagement with the broader financial markets industry, including but not limited to the clearing industry, will be required. This is to allow ASX Clear to fully assess the risks associated with the product and to develop an appropriate risk management approach as well as to ascertain the clearing industry's willingness to clear the product given the product's characteristics and associated risks and ASX Clear's proposed risk management approach to the product.

The clearing assessment fee is payable both for products that are similar but not identical, and products that are significantly or fundamentally different to, products in the existing product set. The clearing assessment fee is also payable where there is a change to the terms of an approved AMO product which, in the reasonable opinion of ASX Clear, causes the AMO product to be issued on terms that are not identical to the remainder of the existing product set.

The timeframes above commence when all of the following have occurred:

- ASX Clear confirms to the AMO that ASX Clear has received all of the sufficient relevant information it reasonably requires to ~~complete~~commence conducting the clearing assessment; ~~and~~
- ASX Clear has provided the AMO with an estimate for the clearing assessment in accordance with clause ~~10B~~11B(a); and
- the AMO has confirmed to ASX Clear that it accepts the estimate for the clearing assessment,

(Day 0).

If ASX Clear, having commenced a clearing assessment for products that are either similar or significantly different to the terms in the existing product set, notifies the relevant AMO that additional information is required to be provided by the AMO in order to conduct the clearing assessment, that information, when it is provided to ASX Clear, combined with the information already received, will extend the relevant timeframe for the clearing assessment such that it will be reset (Day 0). In respect of products that are [fundamentally] different to the terms in the existing product set, any request by ASX Clear for the AMO to provide additional information will result in a pause in the assessment period timeframe (as opposed to resetting to Day 0) until the provision of that requested information by the AMO.

If a product is issued on terms that are considered by ASX Clear to be significantly or fundamentally different to the terms of a product that is in the existing product set, ASX Clear will advise the AMO within 10 Business Days after Day 0 that a detailed clearing assessment is required. The timeframes are overlapping and not cumulative. ~~For the avoidance of doubt that means,~~

- ~~before 5:00pm on Business Day 10 after Day 0 the outcome of the clearing assessment will be confirmed if it is a similar but not identical product; and~~
- ~~before 5:00pm on Business Day 40 after Day 0 the outcome of the clearing assessment will be confirmed if it is a significantly different product.~~

Blackout periods

ASX Clear's commitment to perform a clearing assessment for products issued on terms that are significantly or fundamentally different to the terms of a product that is in the existing product set does not apply if that would require Board approval during the periods from 1 July to 1 August (inclusive) or 1 December to 1 February (inclusive). In those cases, ASX Clear will complete the clearing assessment as soon as reasonably practicable including using reasonable endeavours to obtain the necessary Board approval within 40 Business Days (for those products that are significantly different) and 120 Business Days (for those products that are fundamentally different) and in any case will provide a clearing assessment service in relation to AMO products ~~of comparable quality~~, in accordance with the ~~commitment in clause 16(a) of the~~ Legal Terms, ~~to that provided for equivalent ASX products.~~

2A. Operational support assessment

If an operational support assessment is required, ASX Clear and ASX Settlement will conduct the operational support assessment and advise the AMO of the outcome within 40 Business Days.

This timeframe will commence when all of the following have occurred:

- ASX Clear and ASX Settlement confirm to the AMO that ASX Clear and ASX Settlement have received all of the relevant information they reasonably require to complete the operational support assessment of financial products, including a duly completed New Product Form and the outcome of the clearing assessment; and
- ASX Clear and ASX Settlement have provided the AMO with an estimate for the operational support assessment in accordance with clause ~~40B11B~~(a); and
- the AMO has confirmed to ASX Clear and ASX Settlement that it accepts the estimate for the operational support assessment,

(Day 0).

2. Product set-up and maintenance services

(a) Operating Hours

An AMO may submit AMO products for issuance set up to ASX Settlement during the Operating Hours.

ASX Settlement will ensure that the technical infrastructure required to provide the product set-up and maintenance services is available for not less than 99.95% of Operating Hours (measured as a percentage of the total number of Operating Hours in a given month on a per system basis). The technical infrastructure comprises the designated ASX portal for the submission of issuance templates, which includes:

- i. email or the systems or processes designated for AMO management of AMO products, ~~excluding warrants (currently by email);~~ and
- ii. if utilised, the interface for direct AMO management of warrants (Warrants Management Interface ~~or (WMI);~~).

(b) Issuance set up

New issuer

ASX Settlement will set up a new issuer in the clearing and settlement system within 5 Business Days of ASX Settlement receiving such a request ~~from an AMO~~ together with the required documentation. If the request to set up a new issuer is subject to confidentiality obligations to not disseminate information to the market, then ASX Settlement will only set up the new issuer in the clearing and settlement system within 5 Business Days of that information actually being disseminated to the market as opposed to upon receipt of the initial request.

Note: an issuer is a 'new issuer' if it is not currently set up in the clearing and settlement system as an issuer on any licensed market.

Existing issuer – issuance templates submitted via the Warrants Management Interface

Issuance templates correctly submitted by an AMO using WMI to ASX Settlement prior to 5:00pm (Sydney time) on a Business Day will be processed so that the AMO product is available for clearing on the next Business Day: (the first quotation date). For the avoidance of doubt this includes the

creation of the ~~sub-registry~~subregister and ~~CHES~~CHES ~~custom report~~inclusion in the next Security Definition (d) message confirming the available ~~sub-registry~~subregister.

Within 10 minutes of an AMO submitting an issuance template using WMI, ASX Settlement will confirm to the AMO, via return electronic alert, the result of the processing and any exceptions.

Warrants Management Interface BCP arrangements

In the event the WMI is not available, ASX Settlement will implement the agreed BCP arrangements including that an AMO may submit the issuance templates via email to:

ALMOnotifications@asx.com.au or a different email address as advised by ASX Settlement from time to time. The format for those email communications will be compliant with the agreed interface specifications.

Existing issuer – issuance templates submitted via email or other designated systems or processes

Issuance templates correctly submitted ~~via email~~ by an AMO to ASX Settlement prior to 512:00pm (Sydney time) on a Business Day will be processed so that the AMO product is available for clearing no later than two (2) Business Days later, following the request, or on a future date designated by the AMO. For the avoidance of doubt this includes the creation of the ~~sub-registry~~subregister and ~~CHES~~CHES ~~custom report~~inclusion in the Security Definition (d) message confirming the available ~~sub-registry~~subregister.

Confirmation of issuance set up

ASX Settlement, ~~upon receipt of a valid report request (CHES~~CHES ~~message 503)~~, will

~~for the standing request for the end of day report~~ confirm prior to 10.30pm as part of start of day processing (on AMO connectivity) on each Business Day by CHES ~~message 096 and 538~~ all AMO products ~~successfully processed and available for clearing on the next Business Day; and in CHES~~ in the AMO Security Definition (d) message (FIX message).

~~i. for ad hoc requests for on demand reports~~ confirm prior to 7:00am on each Business Day by CHES ~~message 096 and 538~~ those AMO products ~~successfully processed and available for clearing on that Business Day from issuance templates submitted before 5:00pm on the previous Business Day.~~

(c) **Corporate actions**

Where ASX Settlement is notified of a corporate action event for an AMO product, ASX Settlement will establish a corporate action event in the clearing and settlement system in accordance with the following timeframes:

i. where the AMO product is a warrant and the underlying security is an ASX-quoted security, creation of a dividend event is automated; ~~or~~

~~ii. in all other circumstances, where the~~ creation of ~~corporate actions~~the corporate action is automated, the corporate action event will be established in CHES by the next Business Day; ~~or~~

~~iii. where the creation of the corporate action is manual. If, and if~~ the AMO advises ASX Settlement no later than 12:00pm on a Business Day ~~the corporate action event will be established the following Business Day (Sydney time)~~ on a Business Day, then ASX Settlement will endeavour to establish the corporate action event in CHES by the next Business Day. There may be instances however where the corporate action event is not established in CHES by the next Business Day. The time criticality of particular corporate action events may necessitate the prioritisation of the establishment of some types of corporate actions ahead of others. For example, corporate action events which require quotation on the next Business Day will be given priority. Other corporate actions may be processed closer to the required date, particularly in circumstances where the corporate action is notified to ASX Settlement significantly ahead of time.

3. ~~CHES~~CHES ~~Help Desk~~Operations Operational and ~~Customer~~Customer ~~Technical~~Technical Support

(a) **Response times: operational and technical queries**

ASX Settlement will provide ~~CHES~~CHES ~~Help Desk~~Operations Operational and ~~Customer~~Customer ~~Technical~~Technical Support during ~~CHES~~CHES ~~Help Desk~~Operations Operating Hours to the standards described below:

Category of technical or operational query	Initial response time (within)	Update every	Escalation after
Connectivity and messaging <u>for TAS:</u> (a) Unable to connect to <u>CHESSEX Gateway</u> (b) Not receiving acceptance, cancellation, rejection or removal <u>FIX TradeCaptureReport (AR) messages from CHESSEX or ConfirmationAck (AU) messages.</u>	20 mins 20 mins	45 mins 60 mins	60 mins 90 mins
Product set up and maintenance services: (a) Unable to access <u>ASX Portal/WMI</u> (b) Issuance template issues (including rejection by WMI) (c) Rejection of report request (CHESSEX message 503) (d) Non delivery of CHESSEX message 526 (e) Non delivery of end of day report by 10.30pm (CHESSEX message 096 and 538) (f)(c) Price registration rejections <u>FIX Security Definition (d) messages</u>	20 mins	45 mins	60 mins
General CHESSEX queries	4 hrs	24 hrs	1 week
CHESSEX Support requests	4 hrs	24 hrs	Not applicable

For the purposes of the table above:

Initial response time means the time taken to acknowledge receipt of a request for operational or technical support.

Update means a verbal or email update to be provided to an AMO at stated intervals during CHESSEX Help-Desk Operations Operating Hours if the operational or technical matter remains unresolved.

Escalation means the time by which the CHESSEX Help-Desk Operations will notify a senior representative of ASX Settlement of an unresolved issue following the initial response.

(b) **When queries are taken to have been received**

An AMO's request for operational or technical support will be deemed to have been received by ASX Settlement:

- i. if sent by email, when the email is received by ASX Settlement as recorded by ASX Settlement's server;
- ii. if made by telephone, when the CHESSEX Help-Desk Operations receives the call.

A request made outside of CHESSEX Help-Desk Operations Operating Hours is taken to have been received half an hour after the re-commencement of CHESSEX Help-Desk Operations Operating Hours.

4. Notification of changes impacting the product services

(a) Scheduled Changes

The following notice periods apply to scheduled changes unless an alternative period or specific date is agreed by ASX Settlement, ASX Clear and the impacted AMO(s).

Category of technical or operational change	Minimum Notice Period	Format
<i>Operational changes impacting the TAS Product Services</i>		
Any external interface change impacting the product services	3 months	Bulletin Notice/email

Note: the notice periods referred to in the above table run from when the end to end test environment is available.

5. Business relationship management**(a) Trade acceptance service and product services review meetings**

The General Manager with responsibility for the operational support of the trade acceptance service (or where the General Manager is unavailable, their delegate) will meet with the AMO quarterly to discuss the provision of the trade acceptance service including, without limitation, if the AMO is a recipient of product services:

- i. compliance by ASX Clear and ASX Settlement with the service levels in this Schedule 3; and
- ii. the AMO's forward looking service requirements.

(b) Reports

ASX Clear and ASX Settlement will provide the reports as per paragraph 5(b) of Schedule 2 by the times set out in the table below:

Name of report	Contents of report	Timing to provide
CHES Help- Desk Operations Incident Management Report	<ul style="list-style-type: none"> • Number of <u>incident escalation</u> queries received. • Response times. 	Monthly (within 2 weeks after the end of each month).
Performance Report	ASX Clear's and ASX Settlement's performance against the service levels set out in clause 2 of this Schedule 3	Quarterly (within one month after the end of each calendar quarter).
Product Services Report	<ul style="list-style-type: none"> • The number of issuance templates submitted by the AMO. • The number of issuance templates and the number of AMO products rejected. • <u>The number of AMO products issued in the preceding month.</u> • <u>The number of corporate actions processed in the preceding month.</u> 	Monthly (within 2 weeks after the end of each month)

Product Services Incident Management Report	Whenever an AMO notifies that an incident has occurred <u>in the provision of the product services.</u>	Within 5 business days of the incident occurring
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DRAFT

Appendix C – Proposed Amendments to the Operational and Technical Standards

Part I: Change Locations and Explanatory Notes

The following table summarises the proposed material and/or noteworthy changes to the Operational and Technical Standards.

Document reference	Explanatory note	Reason for change
Preamble		
Paragraph 1	Amended to reflect the date the Trade Acceptance Legal Terms and Product Services Legal Terms will be entered into. This date will be the go-live date of CHES replacement Release 1	CHES replacement
Contractual terms		
Definitions	<p>Delete definition of 'AMO EIS' and replace with 'AMO User Technical Documentation' on the basis that from Release 1 go-live AMOs will communicate with ASX Clear and/or ASX Settlement in accordance with the 'AMO User Technical Documentation' and not the EIS as it applies to AMOs – the definition of 'AMO EIS' is redundant</p> <p>Delete definition of 'ASX Operating Rules or ASXOR' on the basis this term is not referenced within the Operational and Technical Standards and is redundant</p> <p>Amend definition of 'Basis of Quotation' by replacing the reference to 'AMO EIS' with a reference to 'AMO User Technical Documentation'. As noted above, the definition of AMO EIS is redundant</p> <p>Amend definition of 'Condition Code' by replacing the reference to 'AMO EIS' with a reference to 'AMO User Technical Documentation'. As noted above, the definition of 'AMO EIS' is redundant</p> <p>Delete definition of 'EIS' on the basis this term is redundant as it applies to AMOs. From Release 1 go-live AMOs will communicate with the ASX Clear and/or ASX Settlement in accordance with the 'AMO User Technical Documentation'</p> <p>Amend definition of 'Legal Terms of Service' to reflect that both the Trade Acceptance Service Legal Terms and Product Service Legal Terms will be re-entered into on Release 1 go-live</p> <p>Delete definition of 'Price Registration Notification Message' and replace with 'Market Data Snapshot Full Refresh Message' on the basis this is the new FIX message type</p> <p>Amend definition of 'Operating Hours' on the basis the operating hours are being extended</p>	CHES replacement and Five-Year Review

	<p>Delete definition of 'Trade Registration Request Message' and replace with 'Trade Capture Report Message' on the basis this is the new FIX message type</p> <p>Amend definition of 'Transmit' to reflect the way in which FIX messages will pass between the Clearing and Settlement Facilities and AMOs</p> <p>Amend definition of 'Valid' to remove references to EIS message types and replace with the new FIX message types</p> <p>Amend definition of 'Validation' to remove references to EIS message types and replace with the new FIX message types</p>	
Standards		
Standards: 1, 2, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, (new) 16A, 17, 18, 19, 20, 25, 27	Amended to reflect that the EIS is being replaced by the new AMO User Technical Documentation and that the existing EIS message types are being replaced by the new FIX message types	CHES replacement
Standards: 1, 5, 7, 8, 10, 11, 12, 13, 14, 15, 19, 22, 23, 25, 26, 28, 29, 30, 31, 32	The 'Rationale' is amended to reflect that from Release 1 go-live, ASX Limited will be subject to the same technical and performance requirements as all other AMOs as specified in the TAS Legal Terms, Product Services Legal Terms and the Operational and Technical Standards	CHES replacement
Schedule 1: Alternative modes of Trade submission in the event of a technical outage (Standard 9)		
	Amended to reflect that in the event of a technical outage, trade data submitted by AMOs is now required to be via AFBI arrangements	CHES replacement
Schedule 2: Market Communication Protocol in the event of a technical outage (Standard 9)		
	<p>Amended to reflect:</p> <ul style="list-style-type: none"> (i) the date the Trade Acceptance Legal Terms and Product Services Legal Terms will be entered into. This date will be the go-live date of CHES replacement Release 1; (ii) that the EIS is being replaced by the new AMO User Technical Documentation and that the existing EIS message types are being replaced by the new FIX message types; and (iii) if a technical outage is not resolved by 6:00pm (instead of the current time of 4:00pm) the next communication is to provide details of arrangements regarding the submission of trades on T+1 with an as at Trade Date 	CHES replacement and Five-Year Review

Schedule 3: Alternative mode of price submission in the event of technical outage (Standard 9)

Amended to reflect that in the event of a technical outage the format of price data submitted by AMOs is now required to be via AFBI arrangements

CHES
replacement

Part 2: Operational and Technical Standards (marked up)

**ASX Clear Pty Limited
ASX Settlement Pty Limited**

Trade Acceptance Service and Product Services

Operational and Technical Standards

Preamble

This document contains operational and technical standards (Standards) promulgated under the Trade Acceptance Service Legal Terms and Product Services Legal Terms both dated ~~31 October 2024~~ Day Month 2026, as amended or replaced from time to time (Legal Terms of Service).

Approved Market Operators (AMOs) which acquire the Trade Acceptance Service and Product Services are required to comply with the Standards.

The Standards are divided into seven broad categories:

- A. Technical and performance requirements
Technical and organisational capacity of AMOs
- B. Trade submission and Validation
Basic parameters of trade-acceptability
- C. Post-Validation removal and cancellation
Manual review of accepted trades and protocols for cancelling instructions
- D. Communications and access to CS Systems
Communications between AMOs and the CS Entities and access to CS Systems
- E. AMO Operating Rules
Content requirements for AMO Operating Rules
- F. Provision of information
Information which AMOs must provide
- G. Default management
Requirements in relation to managing defaults by clearing and settlement participants

Each Standard is accompanied by a brief statement of the reason for its inclusion in this document. Those reasons, and this Preamble, are provided for the assistance of the reader and do not form part of the Standards.

Trade Acceptance Service and Product Services

Operational and Technical Standards

1. Definitions

The following definitions apply in this document:

Act means the Corporations Act 2001 (Cth).

AMO means the holder of an Australian market licence (as defined in s. 761A of the Act) approved by each CS Entity as an “Approved Market Operator” for the purposes of the CS Entity’s Operating Rules.

~~**AMO EIS** means those parts of the EIS (as updated, supplemented or varied from time to time) which are applicable to communications between the CS Entities and an AMO.~~

AMO Participant means, in respect of an AMO, a Participant in the financial market operated by the AMO.

AMO User Technical Documentation means the documentation in relation to CHES that are published by ASX Clear and/or ASX Settlement that provides detailed information about protocols, message formats and security features for communications between AMOs and ASX Clear and/or ASX Settlement.

ASX Clear means ASX Clear Pty Limited (ACN 001 314 503).

ASX Clear Operating Rules or ASXCOR means the Operating Rules of ASX Clear, as amended from time to time.

ASX Limited means ASX Limited (ACN 008 624 691).

~~**ASX Operating Rules or ASXOR** means the Operating Rules of ASX Limited, as amended from time to time.~~

ASX Settlement means ASX Settlement Pty Limited (ACN 008 504 532).

ASX Settlement Operating Rules or ASXSOR means the Operating Rules of ASX Settlement, as amended from time to time.

Basis of Quotation means a valid basis of quotation for a class of quoted financial products as specified in the AMO ~~EIS~~ User Technical Documentation.

Business Day has the meaning given to that term in ASX Settlement Operating Rule 2.13.1.

CHES stands for Clearing House Electronic Subregister System and has the meaning given to that term in ASX Settlement Operating Rule 2.13.1.

Clearing Agreement has the meaning given to that term in ASX Clear Operating Rule 2.10.1

Clearing and Settlement Service means the clearing and settlement service as defined in the Legal Terms of Service.

Clearing Participant means a Participant in the CS Facility operated by ASX Clear.

Common Participant means, in respect of an AMO, an AMO Participant which is also a Clearing Participant or a Settlement Participant.

Condition Code means a valid condition code for a Trade as specified in the AMO ~~EIS~~User Technical Documentation.

Corporate Action has the meaning given to that term in ASX Settlement Operating Rule 2.13.1.

CS Entities means ASX Clear and ASX Settlement.

CS Facilities means the clearing and settlement facilities (as defined in s. 761A of the Act) operated by the CS Entities.

CS Systems means the computer systems and associated networks including those used by the CS Entities for the provision of the Trade Acceptance Service, the Clearing and Settlement Service and the Product Services.

~~EIS stands for External Interface Specification and has the meaning given to that term in ASX Settlement Operating Rule 2.13.1.~~

Eligible Financial Product Class means a class of Approved Financial Products (as defined in ASX Settlement Operating Rule 2.13.1) which is quoted on the financial market operated by an AMO.

End of Day has the meaning given to that term in ASX Settlement Operating Rule 2.13.1.

Ex Period has the meaning given to that term in ASX Settlement Operating Rule 2.13.1.

Legal Terms of Service means the *Trade Acceptance Service Legal Terms and the Product Services Legal Terms* both dated [31 October 2021], as amended or replaced from time to time.

~~**Market Data Snapshot Full Refresh Message** (MarketDataSnapshotFullRefresh (W)) means, in respect of an AMO, a Message Transmitted to the CS Entities by the AMO for the purpose of submitting certain price information, as specified in the AMO User Technical Documentation, in relation to each Eligible Financial Product Class quoted on the financial market operated by the AMO (FIX message W).~~

Message has the meaning given to that term in ASX Settlement Operating Rule 2.13.1.

Operating Hours means 7:~~40am~~00am to 7:00pm, or such other hours of operation as the CS Entities may from time to time notify all AMOs, on each Business Day. Any references to times are described in Sydney time.

Operational Procedures for Approved Market Operators means the Operational Procedures for Approved Market Operators (as updated, supplemented or varied from time to time) that sets out the operational procedures that apply to an AMO receiving the Product Services.

Operating Rules has the meaning given to that term in s. 761A of the Act.

Participant has the meaning given to that term in s. 761A of the Act.

~~**Price Registration Notification Message** means, in respect of an AMO, a Message Transmitted to the CS Entities by the AMO for the purpose of submitting certain price information, as specified in the AMO EIS, in relation to each Eligible Financial Product Class quoted on the financial market operated by the AMO (CHESS message 093).~~

Procedures has the meaning given to that term in ASX Settlement Operating Rule 2.13.1.

Product Services means the financial product-related services as defined in the Legal Terms of Service.

Settlement Participant means a Participant in the CS Facility operated by ASX Settlement.

Standards means the operational and technical standards set out in this document.

State of Emergency Rules has the meaning given to that term in ASX Clear Operating Rule 2.10.1 (in respect of ASX Clear) or ASX Settlement Operating Rule 2.13.1 (in respect of ASX Settlement), as applicable.

Trade means, in respect of an AMO, a transaction in an Eligible Financial Product Class effected through the trade facility operated by the AMO in accordance with its Operating Rules. It includes:

- (a) a transaction executed on the AMO's trading platform; and
- (b) a transaction executed "off market" which is reported to the AMO.

Trade Acceptance Service means the trade acceptance service as defined in the Legal Terms of Service.

Trade ~~Registration Request~~Capture Report Message (TradeCaptureReport (AE)) means, in respect of a Trade, a Message Transmitted to the CS Entities by an AMO for the purpose of submitting the Trade to the CS Facilities (~~CHESSEX~~ message ~~464AE~~).

Transmit means cause a Message to be ~~made available for collection in the Message collection facility provided in CHESSEX for Messages passing~~transmitted between the CS Entities and AMOs.

UIC stands for User Identification Code and has the meaning given to that term in ASX Settlement Operating Rule 2.13.1.

Valid means, in relation to a Message, a Message that:

- (a) meets the requirements for validity as set out in paragraphs (a) to (e) of the definition of "Valid" in ASX Settlement Operating Rule 2.13.1; and
- (b) additionally, in relation to a Trade ~~Registration Request~~Capture Report Message, complies with each of Standards 10, 12, 13 and 16, and otherwise the standards and specifications set out in the AMO User Technical Documentation.

Validation means, in relation to a Trade ~~Registration Request~~Capture Report Message, the processing of the Message by the CS Entities to determine whether the Message is Valid.

2. Interpretation

In this document:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any regulation or statutory instrument issued under, that legislation or legislative provision;
- (b) a reference to the Operating Rules of the CS Facilities or a licensed financial market is a reference to the Operating Rules as modified or amended from time to time;
- (c) the singular includes the plural and vice-versa;

- (d) if a word or expression is given a particular meaning, another part of speech or grammatical form of that word or expression has a corresponding meaning; and
- (e) a reference to time is to the time in Sydney, Australia.

3. Notices

Where these Standards require an AMO to provide information or give notice to the CS Entities, the information or notice must be provided or given:

- (a) in writing addressed to:

General Manager, Securities & Payments Operations and
General Manager, Enterprise Compliance
ASX Clear Pty Limited / ASX Settlement Pty Limited
Exchange Centre
20 Bridge Street
SYDNEY NSW 2000

Email:

CHESSThelp@asx.com.au
gm.enterprise@asx.com.au

- (b) and by one or more of the following methods:
 - (i) delivering it personally to the persons specified above;
 - (ii) leaving it at or sending it by courier or post to the address specified above; or
 - (iii) sending it by electronic mail to each email address specified above.

Information provided or notice given by:

- (c) post is taken to be provided or given on the second Business Day after the document is put in the post, in a stamped envelope or other covering addressed to the recipient;
- (d) hand or courier is taken to be provided or given at the time of delivery to the address specified above;
- (e) email is taken to be provided or given when the sender receives an acknowledgement from a computer system controlled by the ASX group that the email has been received at the address specified above.

4. Standards

	Standard	Rationale
A. Technical and performance requirements		
1	<p>Before an AMO:</p> <p>(a) starts to use the Trade Acceptance Service; and</p> <p>(b) implements any material changes to its technological infrastructure related to its use of the Trade Acceptance Service,</p> <p>it must satisfy the CS Entities (acting reasonably) through pre-commencement testing that the AMO has:</p> <p>(c) the capacity to communicate reliably with the CS Systems in accordance with the AMO EIS<u>User Technical Documentation</u>; and</p> <p>(d) disaster recovery and business continuity arrangements that are adequate, having regard to the nature and extent of its business, to ensure the timely recovery of its usual operations in connection with its use of the Trade Acceptance Service and compliance with these Standards.</p>	<p>Operational risk mitigation.</p> <p>Equivalent to the requirements for ASX Trade under ASXSOR 4.7.1 and ASXSOR 6.2.1.</p>
2	<p>An AMO must at all times maintain the necessary organisational and technical resources to ensure that:</p> <p>(a) it has the capacity to communicate reliably with the CS Systems in accordance with the AMO EIS<u>User Technical Documentation</u>; and</p> <p>(b) Messages submitted by the AMO do not interfere with the efficiency, integrity or proper functioning of the CS Systems.</p>	<p>Operational risk mitigation.</p> <p>Equivalent to the requirements applicable to all Facility Users under ASXSOR 4.7.1(a) and (d).</p>
3	<p>An AMO must observe and give effect to any advice or directions given to it by the CS Entities in order to ensure that the AMO meets or continues to meet Standards 1 and 2.</p>	<p>Operational risk mitigation.</p> <p>Equivalent to the requirements applicable to all Facility Users under ASXSOR 4.7.1(e).</p>
4	<p>An AMO must:</p> <p>(a) appoint a person to be responsible for communication with CS Systems;</p>	<p>Operational risk mitigation.</p>

	Standard	Rationale
	<p>(b) maintain an effective internal delegation framework to ensure that, in the absence of the person appointed in compliance with paragraph (a), there is at all times a person responsible for communication with CS Systems;</p> <p>(c) ensure that the person appointed in compliance with paragraph (a) and any delegate responsible for communication with CS Systems under paragraph (b) are located in Australia so that the AMO and the CS Entities can communicate promptly and receive responses quickly on a day-to-day operational basis; and</p> <p>(d) notify the CS Entities of the name and contact details of the person appointed in compliance with paragraph (a) and any delegate responsible for communication with CS Systems under paragraph (b), and any subsequent changes to arrangements previously notified to the CS Entities.</p>	Equivalent to the requirements applicable to all Facility Users under ASXSOR 4.7.1 (f).
4A	An AMO must comply with the requirements set out in the Operational Procedures for Approved Market Operators in relation to the Product Services acquired by the AMO (including but not limited to product set up and maintenance in the CS Systems).	
<p>B. Trade submission and Validation</p>		
<p><u>The following standards highlight minimum requirements for AMOs submitting a Trade to the CS Facilities. More detailed information is provided in the AMO User Technical Documentation.</u></p>		
5	<p>If an AMO wishes to submit a Trade to the CS Facilities, it must do so by Transmitting a Valid Trade-Registration-Request-Message<u>Trade Capture Report Message</u> to the CS Entities during Operating Hours.</p> <p>The CS Entities may reject a Trade-Registration-Request-Message<u>Trade Capture Report Message</u> Transmitted by an AMO, <u>for example</u>:</p> <p>(a) if the Message is not Valid;</p> <p>(b) if the Message is Transmitted outside of Operating Hours; or</p> <p>(c) in any other circumstances permitted by these Standards.</p> <p><u>The circumstances for rejection are outlined further in the Trade Acceptance Service Legal Terms and the AMO User Technical Documentation.</u></p>	<p>Standard operating process.</p> <p><u>Equivalent to the requirements for ASX Trade under ASXSOR Section 10.</u></p>

	Standard	Rationale
6	<p>An AMO must Transmit a Valid Trade Registration Request<u>Trade Capture Report</u> Message to the CS Entities in respect of any Trade which the AMO wishes to submit to the CS Facilities:</p> <p>(a) subject to paragraph (c), if the Trade was executed on the AMO's trading platform or reported to the AMO during Operating Hours, by 7pm<u>7:00pm</u> (see Note below);</p> <p>(b) subject to paragraph (c), if the Trade was executed on the AMO's trading platform or reported to the AMO outside of Operating Hours, between 7:40am<u>00am</u> and 9:45am on the next commencement of Operating Hours following the time at which the Trade was executed or reported; or</p> <p>(c) if the Message relates to a Trade in respect of which one or more Trade Registration Request<u>Trade Capture Report</u> Messages have been Transmitted by the AMO and rejected by the CS Entities for any reason, as soon as practicable and in any event by 9:45am on the next commencement of Operating Hours following the time at which the Trade was executed on the AMO's trading platform or reported to the AMO.</p> <p><i>Note: In accordance with Standard 5, the CS Entities may reject a Trade Registration Request<u>Trade Capture Report</u> Message Transmitted by an AMO outside of Operating Hours, even if the Trade to which the Message relates was executed on the AMO's trading platform or reported to the AMO during Operating Hours and the Message was Transmitted within the timeframe specified in paragraph (a) above.</i></p>	<p>The time limit on Trade submission:</p> <ul style="list-style-type: none"> ensures contemporary overview of the Trades to which ASX Clear is central counterparty, thereby enabling ASX Clear to accurately measure, and where appropriate mitigate, its counterparty exposure on an intraday basis; promotes transparency of inputs to Batch Settlement and prompt identification of potential errors; and mitigates operational risk.
7	<p>If an AMO wishes to submit a Trade to the CS Facilities, in accordance with these Standards, on the Business Day following the date on which the Trade was executed on the AMO's trading platform or reported to the AMO, (known as an "As At" trade), the AMO must specify in the Trade Registration Request<u>Trade Capture Report</u> Message:</p> <p>(a) as the "As At Date":AsOfIndicator": a value of '1' (1=True, i.e. trade is an AsOfTrade) indicating the date on which the Trade<u>Trade</u> was executed on the AMO's trading platform or reported to the AMO; and prior to the current business date.</p> <p>(b) as the "OrigTradeDate" should equal the "Trade Date": the original trade date of submission of the Trade to the CS Facilities.</p>	<p>Standard operating process.</p> <p>Equivalent to the requirements for ASX Trade.</p>
8	<p>An AMO must observe and comply with any State of Emergency Rules made by the CS Entities and which are notified to the AMO. The CS Entities may specify the period during which any State of Emergency Rules remain in force, but the period must not exceed 30 Business Days.</p>	<p>Operational risk mitigation.</p> <p>Equivalent to the requirements for ASX Trade.</p>

	Standard	Rationale
9	<p>In the event of a technical outage affecting an AMO's computer systems or the CS Systems which impairs or prevents the AMO's use of the Trade Acceptance Service:</p> <p>(a) the party which has experienced or is experiencing the technical outage must promptly notify the other party of the outage and update the other party at reasonable intervals on the cause and resolution of the outage;</p> <p>(b) the AMO may submit Trades to the CS Facilities by any of the alternative means specified in Schedule 1 on a temporary basis where:</p> <p>(i) the technical outage prevents the AMO Transmitting Valid Trade Registration Request<u>Trade Capture Report</u> Messages or the CS Entities collecting and processing Trade Registration Request<u>Trade Capture Report</u> Messages Transmitted by the AMO (Trade Submission Outage); and</p> <p>(ii) the AMO and the CS Entities agree that Trade submission by alternative means is likely to lessen the impact of the technical outage on users of the AMO's market and the CS Facilities;</p> <p>(c) the AMO may submit prices to the CS Facilities by any of the alternative means specified in Schedule 3 on a temporary basis where:</p> <p>(i) the technical outage prevents the AMO from being able to Transmit Valid Price Registration Notification<u>Market Data Snapshot Full Refresh (W)</u> Messages or the CS Entities collecting and processing such messages; and</p> <p>(ii) the AMO and the CS Entities agree that price registration<u>Market Data Snapshot Full Refresh</u> notification by alternative means is likely to lessen the impact of the technical outage on the CS Facilities;</p> <p>(d) the AMO must observe and give effect to any advice or directions given to it by the CS Entities in connection with;</p> <p>(i) the submission of Trades by alternative means specified in Schedule 1; or</p> <p>(ii) the submission of prices by alternative means specified in Schedule 3;</p>	Operational risk mitigation.

	Standard	Rationale
	<p>(e) each party must promptly respond to any requests for information from the other party to assist it in managing the impact of the technical outage on its market or the CS Facilities (as applicable); and</p> <p>(f) each party will observe the market communications protocol in Schedule 2 in relation to their communications with their market or CS Facility users (as applicable) regarding the impact and resolution of the Trade Submission Outage.</p>	
10	<p>A Trade Registration Request<u>Trade Capture Report</u> Message Transmitted by an AMO must<u>may</u> specify a Delivering UIC and a Receiving UIC for Clearing Participants (or a Clearing Participant) which are (is) authorised under the ASX Clear Operating Rules to clear:</p> <p>(a) Trades submitted by the AMO; and</p> <p>(b) the Eligible Financial Product Class to which the Trade relates, at the time of Validation of the Message.</p>	<p>A Trade can be accepted into the CS Facilities only if Clearing Participants authorised to clear the Trade are accountable in respect of it.</p> <p>Equivalent to the requirements for ASX Trade.</p>
11	<p>An AMO must not Transmit a Trade Registration Request<u>Trade Capture Report</u> Message which specifies a Delivering UIC or a Receiving UIC for a Clearing Participant unless the AMO has satisfied itself on reasonable grounds that the Clearing Participant has agreed to clear the Trade to which the Message relates.</p>	<p>Operational risk mitigation.</p> <p>Equivalent to the requirements for ASX Trade.</p>
12	<p>A Trade Registration Request<u>Capture Report</u> Message Transmitted by an AMO must specify the Security Code stored in CHESS for the Eligible Financial Product Class to which the Trade relates.</p>	<p>Equivalent to the requirements for ASX Trade.</p>
13	<p>An AMO may specify a Basis of Quotation (<u>BOQ</u>) in a Trade Registration Request<u>Trade Capture Report</u> Message Transmitted by the AMO only if:</p> <p>(a) the Basis of Quotation corresponds to a Corporate Action stored in CHESS in respect of the Security Code specified in the Message at the time of Validation of the Message; and</p> <p>(b) the Trade to which the Message relates was executed during the Ex Period for that Corporate Action.</p>	<p>Standard operating process.</p> <p>Equivalent to the requirements for ASX Trade.</p> <p><u>'CorporateAction' BOQ value need only be supplied if it is outside of the default basis of quotation (i.e. special market or trade reporting with an override BOQ)</u></p>

	Standard	Rationale
14	<p>An AMO must not Transmit a Trade Registration Request <u>Trade Capture Report</u> Message which specifies a Basis of Quotation in accordance with Standard 13 if:</p> <p>(a) the Basis of Quotation does not match the default basis of movement applicable to the Trade to which the Message relates as determined in accordance with the procedures of ASX Settlement; and</p> <p>(b) the settlement date for the Trade to which the Message relates falls outside the Ex Period for the Corporate Action stored in CHES in respect of that Security Code.</p>	<p>Standard operating process.</p> <p>Equivalent to the requirements for ASX Trade.</p>
15	<p>If:</p> <p>(a) no Basis of Quotation is specified in a Trade Registration Request <u>Trade Capture Report</u> Message Transmitted by an AMO during the Ex Period for a Corporate Action stored in CHES in respect of the Security Code specified in the Message; and</p> <p>(b) the Message is Valid,</p> <p>the CS Entities will apply to the scheduled settlement instruction the default basis of movement applicable to the Security Code specified in the Message, determined in accordance with the procedures of ASX Settlement, at the time of Validation of the Message.</p>	<p>Standard operating process.</p> <p>Equivalent to the requirements for ASX Trade.</p>
16	<p>A Trade Registration Request <u>Trade Capture Report</u> Message Transmitted by an AMO must specify, as a Condition Code, <u>MarketID</u>, a code nominated by the CS Entities which identifies the AMO, <u>referred to as the MIC code of the market operator</u>.</p>	<p>Enables analysis and reporting by the CS Entities of Trades submitted to the CS Facilities by multiple AMOs.</p> <p>Assists trade/settlement identification and reconciliation by the CS Entities and Participants in the CS Facilities.</p> <p>Required to identify AMO trades for reporting purposes.</p>
<u>16A</u>	<p><u>A Trade Capture Report Message Transmitted by an AMO may specify, as a "TrdConditionCode", up to 5 codes nominated by the CS Entities describing the condition(s) under which the Trade was effected. This field is optional.</u></p>	

	Standard	Rationale
17	A Trade Registration Request <u>Trade Capture Report</u> Message Transmitted by an AMO must relate to no more than one Trade.	<p>“Netting” or “aggregation” of Trades prior to submission to the CS Facilities would derogate from trade-by-trade transparency and the ability of the CS Entities to mitigate counterparty and settlement risks.</p> <p>Remains relevant. In addition, there is the option to elect out of the registration message.</p>
C. Post-Validation removal and cancellation		
18	The CS Entities may, in accordance with the Operating Rules of the CS Facilities, remove from the CS Facilities any Trade which has been Validated and which the CS Entities reasonably consider it appropriate to remove in order to maintain the orderly operation and integrity of the CS Facilities. The CS Entities must give notice to the AMO as soon as reasonably practicable after removing a Trade together with a statement of the reason for removal. <u>The notification will be in the form of a TradeCaptureReportAck (AR) message, with TrdRptStatus value of ‘1’ (1=Rejected) and appropriate reason in field RejectText.</u>	<p>Operational and counterparty risk mitigation.</p> <p>Equivalent to the requirements for ASX Trade under ASXSOR 10.4.7 & 8.</p>
19	The CS Entities will not act upon any instructions from an AMO to cancel a Valid Trade Registration Request <u>Trade Capture Report</u> Message (Original Message) once the Original Message has been Transmitted to the CS Entities unless such instructions are Transmitted to the CS Entities in the form of a further Valid Message or Valid Messages that when processed will have the effect of cancelling the Original Message. Such instructions must be Transmitted to the CS Entities by the End of Day on the Trade Date specified in the Original Message (or, where an <u>“As-At-DateAsOfIndicator”</u> is specified in the Original Message, by the End of Day on the Trade Date). The AMO is responsible for effecting any disclosure required of the AMO by law of the cancellation of the Trade to which the Original Message relates.	<p>Standard operating process.</p> <p>Equivalent to the requirements for ASX Trade under ASXSOR 10.5.3.</p>
D. Communications and access to CS Systems		
20	An AMO must comply with the AMO EIS <u>User Technical Documentation.</u>	<p>Standard operating process.</p> <p>Equivalent to the requirements for all Facility Users.</p>
21	An AMO must observe and comply with Section 16 of the ASX Settlement Operating Rules as though it is a “Facility User” within the meaning of those rules.	<p>Standard operating process.</p> <p>Equivalent to the requirements for all Facility Users.</p>

	Standard	Rationale
22	An AMO must ensure that its actions do not adversely impact on the efficiency and integrity of the CS Facilities or the proper functioning of the CS Systems.	Operational risk mitigation. Equivalent to the requirements for ASX Trade under ASXSOR 4.7.1(d).
E. AMO Operating Rules		
23	The Operating Rules of an AMO must require AMO Participants to ensure that each Trade in respect of an Eligible Financial Product Class to which the AMO Participant is a party is settled: (a) on the second business day following the date on which the Trade was executed on the AMO's trading platform or reported to the AMO; or (b) by such other date (if any) as outlined in ASX Clear Operating Rules Procedure 4.20.1.	Counterparty risk mitigation. Equivalent to the requirements for ASX Trade under ASXOR 3600 and ASXCOR Procedure 4.20.1.
24	The Operating Rules of an AMO must expressly authorise the AMO to disclose to the CS Entities any information which the AMO is required to disclose to the CS Entities under these Standards.	Legal risk mitigation.
25	The Operating Rules of an AMO must contain clear rules for the timely handling and resolution (including, without limitation, by cancellation, where appropriate) of: (a) any Trade executed in error; (b) any Trade in relation to which one or more Trade Registration Request <u>Trade Capture Report</u> Messages Transmitted by the AMO are rejected by the CS Entities for any reason in accordance with these Standards; and (c) any Trade which the CS Entities remove from the CS Facilities for any reason in accordance with the Operating Rules of the CS Facilities. This Standard does not apply if and for so long as the AMO is required by Market Integrity Rules made under the Act to observe uniform trade cancellation rules.	Operational risk mitigation. Equivalent to the requirements applicable to ASX Trade.
26	The Operating Rules of an AMO must:	Facilitates counterparty risk management by Clearing Participants.

	Standard	Rationale
	<p>(a) require every AMO Participant to maintain adequate arrangements for the clearing and settlement of all Trades entered into by the AMO Participant through the trade facility operated by the AMO; and</p> <p>(b) provide that, or make provision to the effect that, if ASX Clear or a Clearing Participant notifies the AMO that the Clearing Participant intends to terminate its Clearing Agreement with an AMO Participant, the AMO will not submit to the CS Facilities for clearing in the name of the Clearing Participant any Trade executed by the AMO Participant on the AMO's trading platform or reported by the AMO Participant to the AMO at or after the effective time of termination of the Clearing Agreement as notified to the AMO by ASX Clear or the Clearing Participant.</p> <p>An AMO must act in accordance with any notification received from ASX Clear or a Clearing Participant as described in paragraph (b).</p>	Equivalent to the requirements for ASX Trade.
F. Provision of information		
27	On each Business Day an AMO must transmit a <u>set of Valid Price Registration NotificationMarket Data Snapshot Full Refresh (W) Messages and product restrikes</u> relating to Approved Financial Products where relevant to the CS Entities by 6:00pm <u>5:15pm. Subsequent updates may be submitted before 7:00pm.</u>	Enables accurate ASX Clear counterparty credit risk estimation.
28	An AMO must license to ASX Clear, on reasonable commercial terms and at no cost to ASX Clear, such real time, delayed or historical market data relating to the trade facility operated by the AMO as ASX Clear may from time to time reasonably request for the purpose of discharging its functions as a central counterparty and complying with its obligations as the holder of a CS facility license. The AMO must provide the data in a format acceptable to ASX Clear (acting reasonably).	Addresses potential need to reference prices on AMOs other than ASX in order to calculate prices used for central counterparty (ASX Clear) risk management purposes. Equivalent to the requirements for ASX Trade.
29	An AMO must notify the CS Entities promptly in writing of any fine, warning, licence condition or other disciplinary sanction imposed or disciplinary action taken by a regulatory body on or with respect to the AMO. The notice must be accompanied by a reasonably detailed explanation of the impact (if any) of the regulatory action on the AMO's ability to comply with these Standards.	Operational and legal risk mitigation. Equivalent to the requirements for ASX Trade.
30	An AMO must provide to the CS Entities upon written request any information that the CS Entities reasonably require in order to: (a) operate the CS Facilities in accordance with the Operating Rules of those facilities;	Operational and legal risk mitigation. Equivalent to the requirements for ASX Trade.

	Standard	Rationale
	<p>(b) discharge their obligations under the Financial Stability Standard for Central Counterparties or Financial Stability Standard for Securities Settlement Facilities (as applicable); or</p> <p>(c) comply with their obligations as CS facility licensees under the Act, including without limitation the obligation to supervise the CS Facilities and enforce compliance with their Operating Rules by the Participants in those facilities.</p>	
G. Default management		
31	<p>An AMO must:</p> <p>(a) notify the CS Entities immediately of any information acquired by the AMO, its officers or its senior management which relates to the occurrence of an event or series of events in respect of a Common Participant which:</p> <p>(i) may constitute an event of default under ASX Clear Operating Rule 15.1.1 or an Event of Non-Compliance under ASX Settlement Operating Rule 12.18.1, as applicable, by the Common Participant; or</p> <p>(ii) may have a material adverse effect on:</p> <p>(A) the capacity of the Common Participant to meet all its obligations to the CS Entities, any AMO or other Clearing Participants;</p> <p>(B) the financial position of ASX Clear or the Common Participant; or</p> <p>(C) the trade facility operated by any AMO; and</p> <p>(b) respond promptly to any request for information made by the CS Entities in connection with any event of default under ASX Clear Operating Rule 15.1.1 or Event of Non-Compliance under ASX Settlement Operating Rule 12.18.1 suspected or declared by the CS Entities in respect of a Common Participant.</p>	<p>Operational and counterparty risk mitigation.</p> <p>Equivalent to the requirements for ASX Trade.</p>
32	<p>The CS Entities will notify an AMO of:</p> <p>(a) the declaration of an event of default under ASX Clear Operating Rule 15.1.1 or an Event of Non-Compliance under ASX Settlement Operating Rule 12.18.1 (as applicable) by a Participant in either</p>	<p>Operational and counterparty risk mitigation.</p> <p>Equivalent to the requirements for ASX Trade.</p>

	Standard	Rationale
	<p>of the CS Facilities which is authorised under the ASX Clear Operating Rules to clear Trades submitted by the AMO; or</p> <p>(b) any change in, or condition or restriction placed on, the clearing permissions of a Clearing Participant which is authorised under the ASX Clear Operating Rules to clear Trades submitted by the AMO.</p> <p>Upon receiving notification from the CS Entities under this Standard, the AMO must immediately notify AMO Participants that clear through that Participant and take steps to enforce the requirement under the AMO's Operating Rules for all AMO Participants to maintain adequate clearing and settlement arrangements.</p>	

Schedule 1

Alternative modes of Trade submission in the event of technical outage (Standard 9)

In the event of a technical outage, the AMO may submit Trades to the CS Facilities by either secure FTP (the server is to be hosted by the ASX) or such other method as agreed between the parties from time to time, subject to the following requirements:

- Secure FTP:
 - The AMO is to provide the CS Entities with login details to the secure FTP server.
 - The CS Entities will transmit trade acceptance and rejection data to the same FTP server and directory.
- In all cases:
 - ~~The format of trade data submitted by the AMO is to be CHESSE PC Export/Import format (refer to section 12 of EIS).~~
 - The timing of the transfer of trade data supplied by the AMO is at the discretion of the CS Entities. The CS Entities will contact the AMO to set up the transfer following the AMO's notification of technical outage in accordance with the Standards.
 - The AMO must be able to supply its trade data within 1 hour of being requested by the CS Entities or such longer period of time as the CS Entities may in their discretion approve.
 - The AMO must confirm in writing that the CS Entities are authorised to logon to CHESSE on the AMO's behalf.

Further information regarding the Alternate File Interface (sFTP) arrangements are outlined in the AMO User Technical Documentation.

Schedule 2

Market Communications Protocol in the event of technical outage (Standard 9)

The Market Communication Protocol details the manner in which an AMO and the CS Entities are to communicate with the market, users of the CS Facilities and back office vendors in the event of a technical outage affecting both or either of the AMO and CS Entities with regard to transmission ~~or collection~~ and processing of ~~Trade Registration Request~~ Trade Capture Report Messages. Communication between the CS Entities and an AMO on technical issues is covered separately in Schedule 2 of the Trade Acceptance Service Legal Terms dated ~~31 October 2021~~, [day month 2026], as amended from time to time.

In the event a technical outage prevents the AMO Transmitting Valid ~~Trade Registration Request~~ Trade Capture Report Messages or the CS Entities collecting and processing ~~Trade Registration Request~~ Trade Capture Report Messages Transmitted by the AMO, both the AMO and CS Entities agree to:

1. Consult with each other regarding timing and content of information to be disseminated.
2. Send an initial notification within 20 minutes of both parties becoming aware of the issue and subsequent updates are to be provided at half hour intervals or an alternative frequency that is agreed at the time
3. Provide the following information/statements (amended as needed) at a minimum:
 - a. Time the incident commenced
 - b. The nature and impact of the incident as understood at that time (for example):

“Participants are advised that due to a technical outage affecting *[name of AMO / ASX Clear and ASX Settlement]* systems, *[describe impact of outage, e.g. AMO is unable to submit trades to the clearing and settlement facility for processing, or ASX Clearing and Settlement is unable to process trades submitted by AMO].*”
 - c. The CS Entities and / or the AMO are investigating the matter (for example):

“*[name of AMO / ASX Clear and ASX Settlement]* is investigating the cause of the outage and will provide further information as it becomes available.”
 - d. The status of processing of ~~Trade Registration Request~~ Trade Capture Report Messages and implications for registration and novation including any mitigating action to be taken by ASX Clear in relation to the management of its counterparty risk: (for example):

“Participants are advised that market transactions executed on *[name of AMO]* that are eligible for registration and novation and that ASX Clear has received notification of in accordance with the operating rules of ASX Clear will be registered and novated with effect from the time of trade execution (that is, immediately after matching of bids and offers on the trading platform), notwithstanding the delay in trade processing caused by the technical outage.

[Include if applicable - If the technical outage prevents ASX Clear from receiving notification of market transactions through the normal means, [insert name of AMO] may notify market transactions by certain alternative means on a temporary basis if ASX Clear, ASX Settlement and [name of AMO] agree this is likely to lessen the impact of the technical outage on users.]

Accordingly, *[include if applicable - provided market transactions are eligible for registration and novation and ASX Clear has received notification of the market transaction through an agreed temporary alternative means in such circumstances.]* the delay in trade processing will not affect the level of counterparty risk mitigation provided to market users by ASX Clear as the central counterparty *[or include a statement regarding additional ASX Clear risk mitigation measures if applicable].*”
 - e. If applicable, details of any alternate arrangements for processing trades executed on the AMO:

“*[name of AMO]* and ASX Clear and ASX Settlement have made temporary alternative arrangements for *[name of AMO]* to submit details of transactions executed on *[name of AMO]* for processing by ASX Clear and ASX

Settlement. These alternative arrangements will enable ASX Clear and ASX Settlement to resume processing trades executed on *[name of AMO]* on a temporary basis while the technical outage is investigated and resolved.”

- f. The form and timing of the next or subsequent updates
4. If unresolved by 4:00pm on T-0, the next communication is to provide details of arrangements, should the technical issue not be resolved overnight, regarding the submission of trades on T+1 with an as at date of T-0. A further update will be provided by 7:00 am on T+1 and is to outline critical decision points concerning service availability for that day.
5. All Information is to be distributed through the following channels:
 - a. ASX system status page on [asx.com.au](https://www.asx.com.au/markets/market-resources/system-status) - <https://www.asx.com.au/markets/market-resources/system-status>
 - b. ~~Settlement~~ Operations ~~CHESS CSOPS~~ email distribution list
 - c. Where necessary, ASX Notices

Schedule 3

Alternative mode of price submission in the event of technical outage (Standard 9)

In the event of a technical outage, the AMO may submit prices to the CS Facilities by secure FTP (the server is to be hosted by the ASX), or such other method as agreed between the parties from time to time, subject to the following requirements:

- Secure FTP:
 - The AMO is to provide the CS Entities with login details to the secure FTP server.
 - The CS Entities will transmit trade acceptance and rejection data to the same FTP server and directory.
- In all cases:
 - ~~The format of price data submitted by the AMO is to be CHESSE PC Export/Import format (refer to section 12 of EIS).~~
 - The timing of the transfer of price data supplied by the AMO is at the discretion of the CS Entities. The CS Entities will contact the AMO to set up the transfer following the AMO's notification of technical outage in accordance with the Standards.
 - The AMO must be able to supply its price data within 1 hour of being requested by the CS Entities or such longer period of time as the CS Entities may in their discretion approve.
 - The AMO must confirm in writing that the CS Entities are authorised to logon to CHESSE on the AMO's behalf.

Further information regarding the Alternate File Interface (sFTP) arrangements are outlined in the AMO User Technical Documentation.



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