



ASX Settlement Operating Rule amendments - Depository Nominee services

**Proposed amendments to
ASX Settlement Operating Rules
and Procedures**

April 2025

Invitation to comment

ASX is seeking submissions in response to this consultation paper by Friday 16 May 2025.

Submissions should be sent to:
E issuers@asx.com.au

If you would like your submission, or any part of it, to be treated as confidential, please indicate this clearly in your submission. ASX may publish the non-confidential submissions it receives in whole or on a summary basis. Where a submission, or part thereof, is marked confidential ASX will consider publishing the content on a summarised and anonymised basis. ASX may disclose all submissions (confidential and non-confidential) to regulatory agencies.

ASX is available to meet with interested parties for bilateral discussions on these matters.

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ASX Settlement Operating Rule amendments - Depositary Nominee services

15 April 2025

Introduction

ASX is introducing amendments to the ASX Settlement Operating Rules (**Rules**) which are intended to update the legal framework within which Depositary Nominee services are provided in respect of CHESS Depositary Interests (**CDIs**). CHESS Depositary Nominees Pty Limited (**CDN**) is currently the only entity providing Depositary Nominee services, although the Rules allow other entities to do so.

ASX proposes to expand CDN's services as a Depositary Nominee under the ASX Settlement Operating Rules to issuers in all licensed markets who request the service. CDN would provide the Depositary Nominee services on terms that reflect the terms generally used by a commercial provider of similar services. The Rule amendments are intended to update the legal framework.

Background

CDN is a wholly owned subsidiary of ASX Settlement Pty Limited (**ASX Settlement**). CDN operates in accordance with Section 13 of the Rules, which covers the creation of CDIs and the roles of the issuer of financial products, ASX Settlement and the Depositary Nominee.

CDN was created over 20 years ago to act as a depositary nominee as part of the CHESS settlement process, so that financial products from jurisdictions that do not recognise electronic holdings and transfer of title to securities could be traded on the ASX market, and interests in those financial products could be transferred electronically. ASX developed the settlement mechanism using a type of depositary receipt known as a CHESS Depositary Interest or CDI. For these purposes CDIs are units of beneficial ownership in foreign financial products which can be settled through CHESS.

When trading of Australian government bonds on the ASX market was introduced, the same CDI mechanism was used to enable the underlying bonds to remain in the wholesale Austraclear system operated by ASX, and interests in these bonds to be traded on ASX and settled through CHESS. However, the proposed amendments are directed at foreign security CDIs and are not directed at Government Bond CDIs or Government Bond CDI issuers.

The terms on which the Depositary Nominee services are currently provided are limited to those in Section 13 of the Rules. Those terms do not reflect the terms on which a commercial provider of such services would provide those services.

The amendments will apply in respect of existing CDIs on issue and new CDIs.

The purpose of this consultation is to obtain feedback on proposed amendments to the ASX Settlement Operating Rules and Procedures.

ASX's proposed amendments to the Rules and the ASX Settlement Operating Rules Procedures (**Procedures**) are outlined in this Consultation Paper and are attached to this Consultation Paper.

As discussed further below, the proposed amendments provide the ability for additional terms, referred to as "Nominee Terms", to be specified on which a Depositary Nominee holds the Principal Financial Products (other than Government Bonds). For further background, we attach a copy of the proposed Nominee Terms that would apply where CDN is the Depositary Nominee.

Responses to this Consultation Paper should be submitted to ASX by Friday 16 May 2025.

1. Considerations in the drafting of the amendments

In reviewing the ASX Settlement Operating Rules and Procedures and proposing the amendments ASX has considered a number of factors, including:

- aligning the service terms with the terms that reflect the terms generally used by a commercial provider of similar services (where appropriate)
- identifying existing provisions in the Rules that could be improved
- ASX is also taking this opportunity to make some minor drafting improvements.

In preparing the proposed amendments to the relevant Rules, ASX has considered the approach taken in respect of CREST Depository Interests issued through CREST, which is operated by Euroclear UK & International and which is a similar framework to CDIs. In particular, the proposed changes related to the terms on which a Depository Nominee holds Principal Financial Products being set out in the Nominee Terms was informed by the approach taken in relation to the CREST Depository Interests. There is a Global Deed Poll of CREST Depository Limited which constitutes the terms of the CREST Depository Interests. There are also rules relevant to CREST Depository Interests in the CREST International Manual and CREST Rules.

We note that as the expansion of the service relates to foreign securities we have not sought to amend the terms on which CDN provides services for CDIs over Australian government bonds.

1.1. Aligning the terms with commercial terms of a provider of similar services

The proposed rule amendments update the rule framework for the provision of Depository Nominee services to include terms that reflect the terms generally used by a commercial provider of similar services. This will enable CDN to provide the services to issuers of other licensed markets who request the services.

The proposed amendments, for example:

- Provide the ability for additional terms, referred to as “Nominee Terms”, to be specified on which a Depository Nominee holds the Principal Financial Products (other than Government Bonds). The Nominee Terms for a Depository Nominee are specified in the Procedures and may be varied or replaced only in accordance with the Nominee Terms and the Procedures. The Nominee Terms do not form part of the Rules, but if a Rule requires the Principal Issuer to comply with any part of the Nominee Terms, failure by the Principal Issuer to comply with that part of the Nominee Terms is a contravention of the Rule. The Rules contain an undertaking by the Principal Issuer to comply with the provisions of the Nominee Terms. This enables the scope of the Depository Nominee’s services to be fully described.
- Include a requirement that a Principal Issuer must expressly give ASX Settlement written confirmation from the Depository Nominee of its agreement to be appointed. A commercial provider of such services would require its agreement to its appointment and acceptance of the obligations inherent in such an appointment.
- Include an express right for a Depository Nominee to refuse to accept Principal Financial Products where, for example, the Depository Nominee forms the view that such acceptance would or might result in the contravention of any applicable law, or if such action is deemed necessary or advisable by the Depository Nominee at any time because of a direction given to the Depository Nominee by any governmental agency. Under the current Rules, where a holder of Principal Financial Products wishes to transmute the Principal Financial Products to CDIs, the Depository Nominee may only refuse to give effect to a transmutation of Principal Financial Products in limited circumstances. This may conflict with obligations under, for example, sanctions laws.
- Include a requirement that the Principal Issuer must not do anything under the power of attorney from the Depository Nominee in the Rules that would cause the Depository Nominee to breach the Nominee Terms or the Rules or any law. The amendments also include guidance on the scope of the power of attorney by setting out some of the key functions in respect of which the power of attorney may be exercised.

- Impose obligations on the Principal Issuer to act in good faith and with due care in selecting a delegate of its powers and an obligation to monitor that delegate. The amendments also expressly state that the Principal Issuer is responsible for any conduct or omission of the delegate as if the conduct or omission was of the Principal Issuer.
- Provide that the Depositary Nominee may revoke the trust on the date notified by it to ASX Settlement and the Principal Issuer: if the CDI ceases to be an Approved Financial Product or the CDI is in respect of a class of Principal Financial Products for which the approval under Rule 13.2 has been revoked; or in the circumstances set out in the Nominee Terms in respect of the relevant Depositary Nominee. It is proposed that the Nominee Terms include express rights for the Depositary Nominee to cease acting as Depositary Nominee. Under the current Rules, once appointed as Depositary Nominee, the Depositary Nominee is only entitled to revoke the trust under which it holds Principal Financial Products where ASX Settlement has revoked approval of CDIs in respect of the relevant class of Principal Financial Products. There is no other express ability for the Depositary Nominee to cease acting as Depositary Nominee in respect of a class of Principal Financial Products. A commercial provider of such services would not accept an indefinite appointment with no appropriate means of ending its appointment.
- Include additional limits and exclusions of liability for the Depositary Nominee. Although under the current Rules there are limitations on the liability of the Depositary Nominee in particular scenarios and an indemnity from the Principal Issuer to the Depositary Nominee, that indemnity is dependent on the financial strength of the Principal Issuer. A commercial provider of such services would require necessary protections.

1.2. Nominee Terms

We also include for further background a copy of the proposed Nominee Terms for CDN. The Nominee Terms will only apply in respect of classes of Principal Financial Products other than Government Bonds for which CDN is the 'Depositary Nominee' for the purposes of the Rules from time to time. The Nominee Terms do not form part of the Rules but are provided for information.

One of the purposes of the Nominee Terms is to provide greater clarity regarding the relationship between the Depositary Nominee and a holder of CDIs. It is proposed that the Nominee Terms would also appropriately limit the duties and obligations of the Depositary Nominee to those expressly set out in the Nominee Terms and the Rules. The Nominee Terms also limit the liability of the Depositary Nominee (including with standard trustee limitation of liability provisions) and expressly provide for a right of indemnity out of the assets of a trust on which the Depositary Nominee holds Principal Financial Products.

The Nominee Terms clarify that the Depositary Nominee has no obligations to keep itself informed, or to inform CDI holders about the performance of any CDI or Principal Financial Product or the Principal Issuer, and that each holder is responsible for making its own independent investigation of the financial condition and affairs of the Principal Issuer.

The Nominee Terms include a list of circumstances in which the appointment of CDN as depositary nominee in respect of a class of Principal Financial Products ceases. These include where the Depositary Nominee gives notice that it wishes to retire; if such action is deemed necessary or advisable by the Depositary Nominee, for example because of a direction by any governmental agency or regulatory authority. A successor depositary nominee may be appointed by the Principal Issuer with the consent of ASX Settlement and if a successor depositary is not appointed within a specified period, the Depositary Nominee may appoint a successor depositary nominee in respect of that class of Principal Financial Products. The Nominee Terms also include circumstances in which the Depositary Nominee may transmute CDIs to Principal Financial Products (for example, where the Depositary Nominee forms the view that such action is deemed necessary or advisable by the Depositary Nominee because of a direction given by any governmental agency or regulatory authority).

2. Feedback requested

The amendments to the Rules and Procedures proposed in this Consultation Paper are intended to update the legal framework within which Depositary Nominee services are provided in respect of CDIs.

ASX seeks stakeholders' views on the draft amendments in this Consultation Paper.

ASX is seeking submissions in response to this Consultation Paper by Friday 16 May 2025.

ASX welcomes the opportunity to discuss the draft amendments with interested parties (refer to the contact details on page 2).

2.1. Specific feedback requested

Approved Listing Market Operators (**ALMO**) whose issuers wish to use CDN's services are requested to provide, for inclusion in ASX Settlement Operating Rules Procedure 13.2.1, details regarding the name of the ALMO's relevant form to be provided to ASX Settlement with an application to act as a Principal Issuer in relation to CDIs and to have those CDIs approved.

Attachment A - draft ASX Settlement Operating Rules and Procedures amendments (including Explanatory Notes)

Attachment B – draft Nominee Terms

Attachment A

ASX SETTLEMENT OPERATING RULES

SECTION 13 DEPOSITARY INTERESTS IN CHESS

This Section 13 sets out the Rules governing CHESS Depositary Interests and Foreign Depositary Interests and modifies the operation of the Rules in a number of respects.

CHESS Depositary Interests are units of beneficial ownership in a Principal Financial Product, registered in the name of a Depositary Nominee. They include CUFS, DIs and Government Bond Depositary Interests. Foreign Depositary Interests comprise a beneficial interest in a Participating International Financial Product held by.

13.1 APPLICATION OF CDI RULES

13.1.1 Effect of ~~Rules 13.1 to 13.13~~ Section 13

~~Rules 13.1 to 13.13~~ This Section 13.13 only applies to, and ~~have~~ has effect in relation to, CDIs issued in respect of a class of Principal Financial Products.

The Rules, to the extent that they are not inconsistent with ~~Rules 13.1 to 13.13~~ Section 13, have full force and effect in relation to CDIs other than as specifically modified by the provisions of ~~these Rules 13.1 to 13.13~~ Section 13.

Introduced 11/03/04 Origin SCH 3A.1.1, 3A.1.2 Amended 06/06/05 [insert date]

Explanatory Note – The proposed amendment is a tidying up change that replaces references to Rules 13.1 to 13.13 with Section 13, due to the proposed removal of the remainder of Section 13 (Rules 13.14 to 13.29) as part of a separate rules amendment package removing the rules that related to the ASX World Link Service (including Foreign Depositary Interests (FDIs) to reflect the decommissioning of the ASX World Link service after 2005. Following the removal of those rules, Section 13 will only contain the CHESS Depositary Interest (CDI) provisions.

13.1.2 Nominee Terms in respect of Principal Financial Products other than Government Bonds

The terms on which a Depositary Nominee holds Principal Financial Products other than Government Bonds are set out in the Nominee Terms for that Depositary Nominee and as supplemented by Section 13. The Nominee Terms and this Section 13 should be read together and are not intended to create conflicting rights or obligations.

The Nominee Terms for a Depositary Nominee are specified in the Procedures and may be varied or replaced only in accordance with the Nominee Terms and the Procedures. The Nominee Terms may relate to all classes of Principal Financial Products other than Government Bonds held by the Depositary Nominee from time to time, or only such classes of those Principal Financial Products specified in the Nominee Terms and the Procedures from time to time.

The Nominee Terms do not form part of these Rules. However, if a Rule requires the Principal Issuer to comply with any part of the Nominee Terms, failure by the Principal Issuer to comply with that part of the Nominee Terms is a contravention of the Rule.

The Principal Issuer undertakes to comply with the provisions of the Nominee Terms.

Introduced [insert date]

Explanatory Note – The proposed new Rule reflects that the terms on which a Depositary Nominee holds Principal Financial Products (other than Government Bonds) will be set out in the Nominee Terms for that Depositary Nominee and as supplemented by Section 13.

The Nominee Terms may relate to all classes of Principal Financial Products (other than Government Bonds) held by the Depositary Nominee from time to time, or only such classes of those Principal Financial Products specified in the Nominee Terms and the Procedures from time to time.

The Nominee Terms for a Depositary Nominee are specified in the Procedures and may be varied or replaced only in accordance with the Nominee Terms and the Procedures.

The Nominee Terms do not form part of the ASXSOR, but if a Rule requires the Principal Issuer to comply with any part of the Nominee Terms, failure by the Principal Issuer to comply with that part of the Nominee Terms is a contravention of the Rule. The Rule contains an undertaking by the Principal issuer to comply with the provisions of the Nominee Terms.

13.1.3 Government Bonds

The terms on which a Depositary Nominee holds Principal Financial Products that are Government Bonds are set out in Section 13. Despite any other rule in Section 13, the Nominee Terms do not apply in respect of Principal Financial Products that are Government Bonds and references to the Nominee Terms in this Section 13 should be interpreted accordingly and as the context requires.

Introduced [insert date]

Explanatory Note – The proposed new Rule clarifies that the terms on which a Depositary Nominee holds Principal Financial Products that are Government Bonds are set out in Section 13. The Nominee Terms do not apply in respect of Principal Financial Products that are Government Bonds and references to the Nominee Terms in Section 13 should be interpreted accordingly and as the context requires.

13.2 PREREQUISITES FOR SETTLEMENT OF INSTRUCTIONS IN PRINCIPAL FINANCIAL PRODUCTS

13.2.1 Approval of person as Principal Issuer

A person who has applied for:

- (a) a class of Principal Financial Products; or
- (b) CDIs issued over a class of Principal Financial Products,

to be quoted on the market of an Approved Listing Market Operator may apply to ASX Settlement in the form prescribed in the Procedures to:

- (c) act as Principal Issuer in relation to CDIs issued or to be issued in respect of those Principal Financial Products; and
- (d) to have those CDIs approved.

Introduced 11/03/04 Origin SCH 3A.2.1 Amended 10/06/04, 06/06/05, 27/06/11

13.2.2 Appointment of Depositary Nominee and issue of CDIs

If ASX Settlement determines to accept an application under ~~Rule~~ Rule 13.2.1, the Principal Issuer must:

- (a) appoint a Depositary Nominee for those Principal Financial Products for the purpose of complying with these Rules;
- (b) give Notice to ASX Settlement of:
 - (i) the identity of the Depositary Nominee appointed by the Principal Issuer and written confirmation from the Depositary Nominee of its agreement to be appointed; and
 - (ii) the Transmutation Ratio for the Principal Financial Products;
- (c) make arrangements satisfactory to ASX Settlement to enable the Principal Issuer to comply with the requirements of Rules 13.4.3 and 13.5; and
- (d) make arrangements satisfactory to ASX Settlement to issue CDIs or make them available in respect of that class of Principal Financial Products to each person who has:
 - (i) an entitlement to those CDIs or Principal Financial Products; and
 - (ii) where applicable, not elected to take a document of Title to those Principal Financial Products.

Introduced 11/03/04 Origin SCH 3A.2.2 Amended 06/06/05, 21/05/13, [insert date]

Explanatory Note – The proposed amendments reflect that a Depositary Nominee is appointed in respect of a class of Principal Financial Products and ASX Settlement must be given written confirmation from the Depositary Nominee of its agreement to be appointed in respect of such class of Principal Financial Products.

13.2.3 Vesting arrangements for Principal Financial Products

If Rule 13.2.2 applies, the Principal Issuer must, either not later than End of Day on the Issue Date for the new Principal Financial Products, or such other time as ASX Settlement requires:

- (a) cause the Title to any Principal Financial Products that are to be held in the form of CDIs to be vested in the Depositary Nominee nominated by the Principal Issuer under Rule 13.2.2 to be held subject to this Section 13 and the

Nominee Terms, in a manner recognised by Australian law and all applicable foreign laws;

- (b) immediately give Notice to ASX Settlement that Title to the Principal Financial Products has vested in the Depositary Nominee; and
- (c) record:
 - (i) the CDIs corresponding to the Principal Financial Products on the CHESSE Subregister or the Issuer Sponsored Subregister, as the case requires; and
 - (ii) the information required to be recorded under these Rules in such manner as to identify each Holder of the CDIs, whether on the CHESSE Subregister or the Issuer Sponsored Subregister.

Introduced 11/03/04 Origin SCH 3A.2.3 Amended 06/06/05, 04/03/13, [insert date]

Explanatory Note – The proposed amendment reflects that the terms on which a Depositary Nominee holds Principal Financial Products (other than Government Bonds) will be set out in the Nominee Terms for that Depositary Nominee and as supplemented by Section 13.

13.2.4 Effective date of approval – CDIs as Approved Financial Products

Where ASX Settlement determines to accept an application made under Rule 13.2.1, the Commencement Date for CDIs issued in respect of the class of Principal Financial Products will be the date that ASX Settlement notifies the Principal Issuer and the Depositary Nominee that those CDIs are Approved Financial Products, or such other date determined by ASX Settlement.

Introduced 06/06/05 Amended [insert date]

Explanatory Note – The proposed amendment refers to ASX Settlement notifying the Depositary Nominee that CDIs are Approved Financial Products, in addition to the Principal Issuer, in the context of the Commencement Date of the CDIs.

13.2.5 CDIs as Approved Financial Products – transitional provision

From the date on which this rule 13.2.5 comes into effect, all CDIs issued by a Principal Issuer over a class of previously approved Principal Financial Products will be taken to be Approved Financial Products.

Introduced 06/06/05

13.3 TRANSMUTATION AND ALTERATIONS OF PRINCIPAL FINANCIAL PRODUCTS

13.3.1 Transmutation of Principal Financial Products to CDIs at Election of Holder

If a Holder of Financial Products that forms part of a class of Principal Financial Products in respect of which CDIs have been approved gives Notice to the Principal Issuer, at any time after the date of quotation of the Principal Financial Products, requesting the Transmutation of a quantity of those Principal Financial Products to CDIs, the Principal Issuer must, provided the Notice is accompanied by any corresponding documents of Title:

- (a) as soon as possible, cause Title to the quantity of Principal Financial Products specified in the Notice to be vested in the Depositary Nominee for those Principal Financial Products to be held subject to this Section 13 and the Nominee Terms;
- (b) record:
 - (i) the CDIs corresponding to the Principal Financial Products on the CDI Register; and
 - (ii) the information required to be recorded under these Rules in such manner as to identify each Holder of the CDIs, on the CDI Register; and
- (c) give Notice to the Holder that the Transmutation has been effected.

This Rule 13.3 applies to Principal Financial Products that are Government Bonds only in the circumstances specified in the Procedures.

Introduced 11/03/04 Origin SCH 3A.3.1 Amended 06/06/05, 21/05/13, [insert date]

Explanatory Note – Please see the explanatory note on Rule 13.2.3 above, which applies equally.

13.3.2 Transmutation of Principal Financial Products to CDIs for Settlement Purposes

Each Participant that is obliged to deliver a quantity of Principal Financial Products to another Participant must, unless otherwise agreed with that Participant, do so by initiating a Message to Transfer the corresponding quantity of CDIs in respect of those Principal Financial Products.

A Participant must not deliver a paper-based transfer of Principal Financial Products to another Participant unless otherwise agreed with that other Participant.

Introduced 11/03/04 Origin SCH 3A.3.2, 3A.3.3

13.3.3 Participant may initiate a Transmutation on behalf of a person

A Participant that is authorised by a person to do so, may Transmute Principal Financial Products to CDIs or CDIs to Principal Financial Products on behalf of the person in any circumstance where Transmutation by that person is permitted under these Rules.

Introduced 11/03/04 Origin SCH 3A.3.4

13.3.4 Circumstances in which Depositary Nominee may refuse to accept a transfer of Principal Financial Products

Despite any other Rule in this Section 13, the Depositary Nominee may refuse to accept Principal Financial Products:

- (a) if the Depositary Nominee forms the view, or is notified by the Principal Issuer, ASX Settlement or an Approved Clearing House, that such acceptance would or might result in the contravention of any applicable law; or

(b) if such action is deemed necessary or advisable by the Depositary Nominee at any time:

- (i) because of a direction given to the Depositary Nominee or its Related Bodies Corporate by any governmental agency or regulatory or supervisory authority (including, without limitation, a market or Approved Clearing House);
- (ii) because the Depositary Nominee considers in its discretion that this is required to comply with its Australian financial services licence obligations or any requirement of any such agency or authority; or
- (iii) if acceptance of the Principal Financial Products may require the Depositary Nominee to obtain an approval, licence or other registration from or with any such agency or authority,

in each case, whether or not such agency or authority is located in an Australian or other jurisdiction.

Introduced [insert date].

Explanatory Note – The proposed new Rule provides limited circumstances in which the Depositary Nominee may refuse to accept Principal Financial Products in accordance with Section 13, including if:

- *it forms the view, or is notified by the Principal Issuer, ASX Settlement or an Approved Clearing House, that such acceptance would or might result in the contravention of any applicable law; or*
- *such action is deemed necessary or advisable by it at any time because of certain events or circumstances specified in the Rule.*

13.4 CONSEQUENCES OF VESTING TITLE IN DEPOSITARY NOMINEE

13.4.1 Trust for Holders of CDIs

When Title to Principal Financial Products is vested in a Depositary Nominee ~~under these Rules~~, all right, title and interest in those Principal Financial Products is held by the Depositary Nominee subject to the right of any person identified, ~~in accordance with these Rules~~, as a Holder of CDIs in respect of those Principal Financial Products to receive all direct economic benefits and any other entitlements in relation to those Principal Financial Products in accordance with the Nominee Terms for that Depositary Nominee and as supplemented by Section 13.

The key terms on which the Depositary Nominee holds Principal Financial Products are set out in Nominee Terms for that Depositary Nominee.

Introduced 11/03/04 Origin SCH 3A.4.1 Amended 17/03/08, [insert date]

Explanatory Note – Please see the explanatory note on Rule 13.2.3 above, which applies equally.

13.4.2 Identification of CDI Holders

For the purposes of Rule 13.4.1 and in accordance with the Nominee Terms, a person is (subject to any subsequent disposition) entitled to all direct economic benefits and any other entitlements in relation to Principal Financial Products vested in a Depositary Nominee under these Rules if:

- (a) in accordance with Rule 13.2.3, the Principal Issuer has recorded the person in the CDI Register as the holder of CDIs for those Principal Financial Products; or
- (b) under Rule 13.3.1, the person is the former Holder of the Principal Financial Products to which the CDIs relate, or that person's nominee.

Introduced 11/03/04 Origin SCH 3A.4.2 Amended [insert date]

Explanatory Note – Please see the explanatory note on Rule 13.2.3 above, which applies equally.

13.4.3 Immobilisation of Principal Financial Products

A Depositary Nominee that holds Principal Financial Products under these Rules must:

- (a)
 - (i) where a Certificate is issued as evidence of Title to those Financial Products, make arrangements satisfactory to ASX Settlement for any Certificate representing its holding of Principal Financial Products to be held by the Principal Issuer for safekeeping; or
 - (ii) where the Financial Products are held on account in an Approved Clearing House, ensure that a Segregated Account is maintained in respect of those Financial Products, which must constitute the Principal Register for the purposes of these Rules;
- (b) not dispose of any of those Principal Financial Products unless authorised by these Rules; and
- (c) not create any interest (including a security interest) which is inconsistent with the Title of the Depositary Nominee to the Principal Financial Products and the interests of the Holders of CDIs in respect of the Principal Financial Products, other than any interest which routinely arises under the rules of a relevant Approved Clearing House or in connection with the appointment by the Depositary Nominee of a custodian to hold the Principal Financial Products, unless authorised by these Rules.

Introduced 11/03/04 Origin SCH 3A.4.3 Amended [insert date]

Explanatory Note – The proposed amendment contemplates the creation by the Depositary Nominee of interests arising under an Approved Clearing House or in connection with the appointment by the Depositary Nominee of a custodian.

13.5 REGISTERS AND PROCESSING OF TRANSFERS AND TRANSMUTATIONS

13.5.1 Issuer to establish and maintain Principal Register and CDI Register

If CDIs in respect of a class of Principal Financial Products are approved, the Principal Issuer must establish and maintain:

- (a) Where the Principal Issuer is a company:
 - (i) a Principal Register that properly records the interest of the Depositary Nominee in its Financial Products; and
 - (ii) a CDI Register that contains all of the information that would otherwise be required to be kept under the Corporations Act if the Principal Issuer were an Australian listed public company and the CDI Register were a register of members of that company; or
- (b) Where the Principal Issuer is a Government Bond Issuer:
 - (i) a Principal Register; and
 - (ii) a CDI Register.

Introduced 11/03/04 Origin SCH 3A.5.1, 3A.5.2 Amended 06/06/05, 21/05/13, 05/12/19

13.5.2 Reconciliation of Registers

The Principal Issuer must ensure, at all times that:

- (a) the total number of CDIs on the CDI Register reconciles to the total number of Principal Financial Products registered in the name of the Depositary Nominee on the Principal Register and taking into account the Transmutation Ratio, or as otherwise specified in the Procedures; and
- (b) where applicable, it has one or more Certificates registered in the name of the Depositary Nominee in its possession which represent the same number of Principal Financial Products as are registered in the name of the Depositary Nominee on the Principal Register.

Introduced 11/03/04 Origin SCH 3A.5.3 Amended 06/06/05, 21/05/13, [insert date]

Explanatory Note – The proposed amendment is for clarity. It refers to the taking into account of the Transmutation Ratio given that the applicable Transmutation Ratio may be other than 1:1.

13.5.3 Right of Inspection of CDI Register

If a Principal Issuer is required to establish and maintain a CDI Register under Rule 13.5.1, the Principal Issuer must make its CDI Register available for inspection in Australia to the same extent and in the same manner as if that CDI Register were a register of members of an Australian listed public company.

This Rule 13.5.3 does not apply in respect of a class of Principal Financial Products that are Government Bonds or Principal Financial Products issued by a DI Issuer to the extent that the Principal Register need not be available for inspection where that Principal Register is located in a foreign jurisdiction.

13.5.4 Issuer Sponsored Subregisters and CHESS Subregisters for CDIs

If CDIs in respect of a class of Principal Financial Products are approved, the Principal Issuer must establish and maintain:

- (a) an Issuer Sponsored Subregister; and
- (b) a CHESS Subregister,

of CDIs in respect of the Principal Financial Products as if the CDIs were Financial Products of an Australian Issuer, issued wholly in uncertificated form.

Introduced 11/03/04 Origin SCH 3A.5.5 Amended 06/06/05

13.5.5 Third Party Provider as Agent – [Deleted]

Introduced 11/03/04 Origin SCH 3A.5.6 Deleted 06/06/05

13.5.6 Agents of Principal Issuer

If a Principal Issuer employs or retains a Third Party Provider to establish and maintain a Principal Register or a CDI Register in respect of a class of its Principal Financial Products, then for the purposes of these Rules, the Third Party Provider is taken to perform those services as the agent of the Principal Issuer.

Introduced 11/03/04 Origin SCH 3A.5.7 Amended 06/06/05

13.5.7 Depositary Nominee obliged to ensure information is provided to Principal Issuer

Notwithstanding Rule 13.5.2, if a Depositary Nominee employs or retains a Third Party Provider to administer the Principal Register, which is not the same Third Party Provider as that retained by the Principal Issuer to establish and maintain a CDI Register under Rule 13.5.6, then the Depositary Nominee must ensure that its Third Party Provider provides such information to the Principal Issuer at such times as the Principal Issuer requires for performance of its obligations under Rules 13.1 to 13.13.

Introduced 11/03/04 Origin SCH 3A.5.8

13.5.8 Power of Attorney

The Depositary Nominee appoints the Principal Issuer to be the Depositary Nominee's attorney and in the name of the Depositary Nominee (or in the name of the Principal Issuer or its delegate) and on the Depositary Nominee's behalf:

- (a) to execute any transfer for the purposes of Rule 13.3; and
- (b) to do all things necessary or desirable to give full effect to the rights and obligations of the Depositary Nominee in Section 13Rules 13.1 to 13.13, including (but not limited to) in connection with vesting Title to Principal Financial Products in the Depositary Nominee, administering Corporate Actions and taking other actions in accordance with rule 13.6, the appointment of proxies, the revocation of a trust under which the Depositary Nominee holds a Principal Financial Product and the giving of notices to Holders and other persons.

and the Depositary Nominee undertakes to ratify and confirm anything done under this power of attorney by the Principal Issuer.

The Principal Issuer must not do anything under this power of attorney that would cause the Depositary Nominee to breach the Nominee Terms or these Rules or any law.

Introduced 11/03/04 Origin SCH 3A.5.9 Amended [insert date]

Explanatory Note – The proposed amendment requires that, in exercising the power of attorney granted by the Depositary Nominee to the Principal Issuer, the Principal Issuer must not do anything that would cause the Depositary Nominee to breach the Nominee Terms or the ASXSOR or any law. It also includes in paragraph (b) some of the key functions in respect of which the power of attorney may be exercised.

13.5.9 Delegation by Principal Issuer under Power of Attorney

The Principal Issuer may in writing:

- (a) delegate its powers to any person for any period;
- (b) at its discretion, revoke any such delegation; and
- (c) exercise or concur in exercising any power despite the Principal Issuer or a delegate of the Principal Issuer having a direct or personal interest in the mode or result of the exercise of that power.

The Principal Issuer must act in good faith and with due care in selecting the delegate and must monitor them. The Principal Issuer is responsible for any conduct or omission of the delegate as if the conduct or omission was of the Principal Issuer.

Introduced 11/03/04 Origin SCH 3A.5.9A Amended [insert date]

Explanatory Note – The proposed amendment imposes obligations on the Principal Issuer to act in good faith and with due care in selecting a delegate and must monitor that delegate. It also provides that the Principal Issuer is responsible for any conduct or omission of the delegate as if the conduct or omission was of the Principal Issuer.

13.5.10 Indemnity

If a Principal Issuer or its Third Party Provider executes a transfer of Principal Financial Products on behalf of a Depositary Nominee as transferor or transferee, other than a Transfer which is supported by a Message initiated by a Participant under these Rules, the Principal Issuer ~~warrants to ASX Settlement that it~~ indemnifies:

- (a) the relevant Depositary Nominee;
- (b) ASX Settlement; and
- ~~(c) the transferor or the beneficial owner of the Principal Financial Products, as the case requires; and~~
- (cd) each Participant,

and warrants to ASX Settlement that it indemnifies the transferor or the beneficial owner of the Principal Financial Products, as the case requires, against all losses, damages, costs and expenses that they or any of them may suffer or incur as a result of the transfer not being authorised by the transferor or by the beneficial owner of the Principal Financial Products.

For the avoidance of doubt, Rule 13.5.10 does not apply to a Government Bond Issuer.

Introduced 11/03/04 Origin SCH 3A.5.10 Amended 21/05/13, [insert date]

Explanatory Note – The proposed amendment, which is a tidying up amendment, provides for the Principal Issuer to provide the indemnity in favour of the Depositary Nominee, ASX Settlement and each Participant (as opposed to a warranty to ASX Settlement that it indemnifies those persons).

13.5.11 ASX Settlement holds benefit of warranties for Depositary Nominee

~~ASX Settlement holds the benefit of any warranties and indemnities given to it by the Principal Issuer under Rules 13.1 to 13.13 in trust for the benefit of the Depositary Nominee.~~

Introduced 11/03/04 Origin SCH 3A.5.10A ~~Deleted~~ [insert date]

Explanatory Note – The proposed deletion of this Rule is due to the changes to Rule 13.5.10 removing the warranty in respect of the Depositary Nominee.

13.5.12 Principal Issuer and Depositary Nominee not to interfere in Transfer and Transmutation

Unless otherwise permitted under these Rules or the Listing Rules, a Principal Issuer or a Depositary Nominee must not refuse or fail to register, or give effect to, or otherwise interfere with the processing and registration of:

- (a) a paper-based transfer of Principal Financial Products;
- (b) a Transfer of CDIs;
- (c) a Transmutation of Principal Financial Products to CDIs;
- (d) a Transmutation of CDIs to Principal Financial Products;
- (e) a shunt from a DI rRegister to a Principal Register; or
- (f) a shunt from a Principal Register to a DI rRegister.

Introduced 11/03/04 Origin SCH 3A.5.11, 3A.5.12 Amended 06/06/05, [insert date]

Explanatory Note – The proposed amendment to the references to ‘DI Register’ is to reflect that the reference to ‘Register’ is not a defined term.

13.5.13 No Notice of Unregistered Interests

For the purposes of all relevant Australian and foreign laws, neither ASX Settlement nor any Depositary Nominee is affected by actual, implied or constructive notice of any interest in CDIs other than the Holdings on the CDI Register.

A Depositary Nominee may deal with the registered Holder of CDIs as if, for all purposes and in accordance with the Nominee Terms, the Holder of CDIs is the absolute beneficial owner of the Principal Financial Products to which the CDIs relate, without any liability whatsoever to any other person who asserts an interest in the CDIs or in the Principal Financial Products to which the CDIs relate or in the rights in respect of them under these Rules or the Nominee Terms.

Introduced 11/03/04 Origin SCH 3A.5.13, 3A.5.14 Amended [insert date]

Explanatory Note – The proposed amendment reflects that the terms on which a Depositary Nominee holds Principal Financial Products (other than Government Bonds) will be set out in the Nominee Terms for that Depositary Nominee and as supplemented by Section 13, and refers to the rights in respect of Principal Financial Products and CDIs under the ASXSOR and Nominee Terms.

13.5A TERMINATION OF CDI HOLDING BY THE DEPOSITARY NOMINEE

13.5A.1 Termination of trust over Principal Financial Products

~~If approval of CDIs in respect of a class of Principal Financial Products is revoked by ASX Settlement, the Depositary Nominee may, by resolution of its board of directors, revoke the trust under which it holds the Principal Financial Products on the date notified by it to ASX Settlement and the Principal Issuer specified in the resolution;~~

- ~~(a) if the CDI ceases to be an Approved Financial Product or the CDI is in respect of a class of Principal Financial Products for which the approval under Rule 13.2 has been revoked; or~~
- ~~(b) in the circumstances set out in the Nominee Terms in respect of the relevant Depositary Nominee.~~

The Depositary Nominee must notify the affected Holders of CDIs of the revocation in accordance with the Procedures.

From the date of revocation ~~specified in the resolution:~~

- ~~(ia)~~ the Depositary Nominee holds the Principal Financial Products and any other relevant property on trust for distribution to each Holder of CDIs and otherwise on the same terms as far as practicable as it held the Principal Financial Products and other relevant property before such revocation of trust;
- ~~(iib)~~ the Depositary Nominee may, ~~in its absolute discretion,~~ continue to hold on trust for the relevant Holder of CDIs the Principal Financial Products and any other relevant property for any period determined by the Depositary Nominee instead of distributing that property to the Holder of CDIs and, in doing so, the Depositary Nominee will not be liable for any loss, cost, damage or expense suffered by the Holder of CDIs (except where such loss, cost, damage or

expense is directly caused by the Depositary Nominee's actual fraud or dishonesty); and

- (iii) the Depositary Nominee may appoint a custodian or agent (including a paying agent), which may be the Principal Issuer,) for the purpose of holding Principal Financial Products and any other relevant property (including, without limitation, net proceeds referred to in Rule 13.5A.2(c)) or performing any of its duties relating to the distribution or holding of property or for any other purpose for which a trustee may appoint an agent.

Introduced 17/03/08, Amended [insert date]

Explanatory Note – The proposed amendments:

- *remove the requirement for a resolution of the directors of the Depositary Nominee for the Depositary Nominee to revoke the trust under which it holds the Principal Financial Products;*
- *provide that the Depositary Nominee may revoke the trust on the date notified by it to ASX Settlement and the Principal Issuer: if the CDI ceases to be an Approved Financial Product or the CDI is in respect of a class of Principal Financial Products for which the approval under Rule 13.2 has been revoked; or in the circumstances set out in the Nominee Terms in respect of the relevant Depositary Nominee;*
- *remove a reference to the Depositary Nominee acting in its absolute discretion and clarify that the trust referred to in sub-paragraph (ii) is for the relevant Holder of CDIs; and*
- *clarify that the Depositary Nominee may appoint a paying agent.*

13.5A.2 Distribution of Principal Financial Products and power of sale

If a Depositary Nominee revokes the trust under which it holds a class of Principal Financial Products in accordance with Rule 13.5A.1:

- (a) the Depositary Nominee may, ~~in its absolute discretion~~, notify the affected Holders of CDIs in accordance with the Procedures of a procedure by which the Principal Financial Products and any other relevant property will be distributed to Holders;
- (b) subject to any law or rule of any financial market where the Principal Financial Products are listed or quoted, the Principal Issuer must use all reasonable endeavours to assist the Depositary Nominee to distribute the Principal Financial Products and any other relevant property to Holders of CDIs in accordance with the procedure notified by the Depositary Nominee; and
- (c) if the Depositary Nominee, after taking any steps specified in the Procedures, has been unable to distribute the Principal Financial Products and any other relevant property to a Holder of CDIs, then the Depositary Nominee:
- (i) may sell the Principal Financial Products and any other relevant property and, subject to any right of indemnity exercisable by the Depositary Nominee, hold the net proceeds (taking into account all costs, expenses and fees (including currency conversion and

brokerage fees)) on trust for distribution to the Holder of CDIs. ~~The Holder of those CDIs has a vested and indefeasible interest in, and is absolutely entitled to, such net proceeds;~~ and

- (ii) may, after any period specified by law for holding unclaimed moneys, remit those monies to a regulatory authority in accordance with relevant law.

Introduced 17/03/08, Amended [insert date]

Explanatory Note – The proposed amendments:

- *remove a reference to the Depositary Nominee acting in its absolute discretion; and*
- *clarify that, on a sale by the Depositary Nominee of Principal Financial Products and any other relevant property, the Depositary Nominee will hold the net proceeds (taking into account all costs, expenses and fees (including currency conversion and brokerage fees)) on trust for distribution to the Holder of CDIs, subject to any right of indemnity exercisable by the Depositary Nominee. The Holder of those CDIs has a vested and indefeasible interest in, and is absolutely entitled to, such net proceeds.*

13.5A.3 Exercise of power of sale

In exercising ~~the~~ power of sale in this Section 13~~Rule 13.5A.2~~, the Depositary Nominee may do any of the following:

- (a) sell, dispose of, transfer or otherwise deal with the Principal Financial Products and any other relevant property to any person including without limitation to an associate of any of the Principal Issuer, the Holder of CDIs or the Depositary Nominee;
- (b) effect any sale by a single contract or in separate lots or parcels or in any other manner that the Depositary Nominee may ~~in its absolute discretion~~ think fit, with power to the Depositary Nominee to apportion the sale price and all costs, expenses, purchase money and fees (including currency conversion and brokerage fees) between the Principal Financial Products so dealt with, provided the apportionment is fair and equitable;
- (c) subject to any contrary rule of law or equity, allow a purchaser of the Principal Financial Products any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either upon the security of the property sold or any part or upon any other security or without any security and the conditions of sale may include such special conditions as the Depositary Nominee may ~~in its absolute discretion~~ think fit; or
- ~~(d) — receive and retain the proceeds of any sale and issue receipts in respect of such proceeds; or~~
- (de) sign deeds of sale with respect to the sale of any Principal Financial Product and any other relevant property, and execute any other documents as may be required to transfer the rights of such Principal Financial Products or any other relevant property.

The Holder of a CDI has a vested and indefeasible interest in, and is absolutely entitled to, the net proceeds of any such sale, disposal, transfer of or other dealing in the Principal Financial Product in respect of the CDI.

Introduced 17/03/08, Amended [insert date]

Explanatory Note – The proposed amendments:

- *apply this Rule to the exercise of a power of sale in Section 13 (as opposed to merely Rule 13.5A.2);*
- *remove references to the Depositary Nominee acting in its absolute discretion and it receiving and retaining the proceeds of any sale and issuing receipts; and*
- *clarify that the reference to fees includes currency conversion and brokerage fees, and the Holder of a CDI has a vested and indefeasible interest in, and is absolutely entitled to, the net proceeds of any such sale, disposal, transfer of or other dealing in the Principal Financial Product in respect of the CDI.*

13A.5A.4 Limitation of liability

If a Depositary Nominee exercises the power of sale in accordance with this Section 13Rule 13.5A;

(a) the exercise of that power does not involve on the part of the Depositary Nominee:

(ai) incurring any personal liability in connection with that exercise or its consequences unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default; and

(bij) any breach of duty or trust whatsoever, unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default; and

(b) the Depositary Nominee has no liability to any Holder for any delay in the sale of any property or any failure to obtain a particular price for any Principal Financial Products and any other relevant property or for obtaining different prices on different Principal Financial Products or other property sold pursuant to these Rules, or for any failure to obtain a particular rate for any currency conversion.

The person who acquires the Principal Financial Products need not confirm or verify whether Depositary Nominee has the right to dispose of the Principal Financial Products or whether the Depositary Nominee exercises that right properly.

Introduced 17/03/08, Amended [insert date]

Explanatory Note – The proposed amendments provide that:

- *the Rule applies to the exercise of a power of sale in Section 13 (as opposed to Rule 13.5A.2 only);*

- *the Depositary Nominee has no liability to any Holder for any delay in the sale of any property or any failure to obtain a particular price for any Principal Financial Products and any other relevant property or for obtaining different prices on different Principal Financial Products or other property sold pursuant to the ASXSOR, or for any failure to obtain a particular rate for any currency conversion; and*
- *an acquirer of Principal Financial Products need not confirm or verify whether Depositary Nominee has the right to dispose of the Principal Financial Products or exercises that right properly.*

13.5A.5 Appointment of custodian or agent

If the Depositary Nominee appoints a custodian or agent in accordance with this Rule 13.5A, the following will apply to such appointment:

- (a) the Depositary Nominee may ~~in its absolute discretion~~ appoint one or more persons whom the Depositary Nominee determines to be properly qualified to act as the custodian or agent in respect of the Principal Financial Products and any other relevant property (including, without limitation, net proceeds referred to in Rule 13.5A.2(c)) ("**Relevant Property**"). which may itself appoint a sub-custodian or sub-agent to hold the Relevant Property;
- (b) the Depositary Nominee and the custodian or agent must execute a written agreement setting out the terms and conditions in relation to the appointment of the custodian or agent which provides among other things:
 - ~~(i) that the appointment of the custodian or agent will be subject to such conditions as the Depositary Nominee may from time to time determine, and the Depositary Nominee may delegate to and confer upon the appointed custodian or agent any authorities, powers and discretions as the Depositary Nominee sees fit;~~
 - ~~(ii)(i)~~ a representation from the custodian or agent to the Depositary Nominee that it has the skill, facilities, capacity and staff to carry out the duties of a custodian or agent;
 - ~~(iii)(ii)~~ a representation that the custodian or agent agrees to follow any proper instructions or communications from the Depositary Nominee or any relevant regulatory authority in relation to the transfer, disposal or remittance of the Relevant Property;
 - ~~(iv)(iii)~~ for such other matters that by law are required to be specified in the written agreement between the Depositary Nominee and the custodian or agent;
- (c) any consideration or fees applying to the provision of custodian or agency services under this Rule 13.5A ~~may~~will be deducted from the Relevant Property by the custodian or agent (or as otherwise determined in accordance with the relevant custody or agency agreement referred to in this Rule 13.5A); and
- (d) where the Depositary Nominee appoints a custodian or agent in accordance with this clause 13.5A.5;

- (i) ~~the exercise of that power does not involve on the part of the Depositary Nominee incurring any personal liability in connection with that exercise or its consequences unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default; and;~~
- (ii) ~~the Depositary Nominee will not be liable for any acts or omissions of any person who acts as its custodian or agent, nor will the exercise of its powers give rise to any breach of duty or trust whatsoever unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default,~~

in each case, subject to the Depositary Nominee having acted with due care in selecting that person.

Introduced 17/03/08, Amended [insert date]

Explanatory Note – The proposed amendments:

- *remove reference to the Depositary Nominee acting in its absolute discretion;*
- *clarify that the custodian or agent appointed by the Depositary Nominee may itself appoint a sub-custodian or sub-agent;*
- *remove the requirement that the agreement between the Depositary Nominee and the custodian or agent must provide that the appointment will be subject to such conditions as the Depositary Nominee may from time to time determine, and the Depositary Nominee may delegate to and confer upon the appointed custodian or agent any authorities, powers and discretions as the Depositary Nominee sees fit. This is on the basis that a custodian would likely not agree to this;*
- *provide that any consideration or fees applying to the provision of custodian or agency may (rather than will) be deducted from the Relevant Property by the custodian or agent (or as otherwise determined in accordance with the relevant custody or agency agreement); and*
- *clarify that where the Depositary Nominee makes such an appointment:*
 - (a) *the exercise of that power does not involve on the part of the Depositary Nominee incurring any personal liability in connection with that exercise or its consequences;*
 - (b) *the Depositary Nominee will not be liable for any acts or omissions of any person who acts as its custodian or agent, nor will the exercise of its powers give rise to any breach of duty or trust whatsoever,*

in each case, subject to the Depositary Nominee having acted with due care in selecting that person.

13.6.1 Application of Rules

The purpose of the following Rules is to ensure that, to the extent permitted by the laws of the Principal Issuer's jurisdiction of incorporation, the benefit of all Corporate Actions of a Principal Issuer will enure to the benefit of the relevant Holders of CDIs as if they were Holders of the corresponding Principal Financial Products, where Principal Financial Products are held by a Depositary Nominee under these Rules.

In this Rule 13.6, where the Principal Issuer is not the Issuer of the Principal Financial Product, references to the Principal Issuer's rights and obligations will be interpreted, where the context requires, as being or including the rights of the Issuer or requiring that the Principal Issuer procure that the Issuer performs such obligation (respectively, and as the context requires).

This Rule 13.6 does not apply to Principal Financial Products that are Government Bonds.

Introduced 11/03/04 Origin SCH 3A.6.1 Amended 06/06/05, 17/03/08, 21/05/13, [insert date]

Explanatory Note – The proposed amendment provides that, where the Principal Issuer is not the Issuer of the Principal Financial Product, references to the Principal Issuer's rights and obligations will be interpreted, where the context requires, as being or including the rights of the Issuer or requiring that the Principal Issuer procure that the Issuer performs such obligation (respectively, and as the context requires). This may be relevant where, for example, the Principal Financial Product is an interest in a managed investment scheme rather than a share.

13.6.2 Distribution of Dividends to Holders of CDIs

If CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Principal Issuer must distribute any dividend declared in respect of the corresponding Principal Financial Products to Holders of CDIs based on relevant Cum Entitlement Balances as at End of Day on the Record Date for the dividend in proportions as determined by the Transmutation Ratio.

Introduced 11/03/04 Origin SCH 3A.6.2 Amended 06/06/05

13.6.3 Direction and Acknowledgment by Depositary Nominee

For the purposes of:

- (a) the Principal Issuer's constitution; and
- (b) all laws governing the entitlement to dividends of a Depositary Nominee of the Principal Issuer,

the Depositary Nominee is taken to have directed the Principal Issuer to distribute any dividend, that would otherwise be payable to it under the Principal Issuer's constitution, in accordance with these Rules.

Introduced 11/03/04 Origin SCH 3A.6.3

13.6.4 Discharge of Principal Issuer's obligation to pay dividend to Depositary Nominee

A Depositary Nominee for a Principal Issuer acknowledges that distribution of a dividend in accordance with these Rules discharges the Principal Issuer's obligation to pay the dividend to the Depositary Nominee, and the Depositary Nominee has no

further duties or obligations to the Holders of CDIs or any other person in respect of such dividend.

Introduced 11/03/04 Origin SCH 3A.6.4. Amended [insert date]

Explanatory Note – The proposed amendment clarifies that, on the distribution of a dividend in accordance with the ASXSOR, the Depositary Nominee has no further duties or obligations to the Holders of CDIs or any other person in respect of such dividend.

13.6.5 Payments or distributions by Depositary Interest Issuer

This Rule 13.6, including rules Rules 13.6.2, 13.6.3 and 13.6.4, apply in respect of a CDI as if a reference to “dividend” is a reference to any distribution or payment, whether principal, premium or interest, as defined in the offering memorandum in respect of the Principal Financial Products.

Introduced 11/03/04 Origin SCH 3A.6.4A. Amended [insert date]

Explanatory Note – The proposed amendments apply the interpretation of references to dividend to CDIs generally and all of Rule 13.6. This may be relevant where, for example, the Principal Financial Product is an interest in a managed investment scheme rather than a share.

13.6.6 Payment Obligations

Where a DI Issuer makes a payment pursuant to Rule 13.6.2, that payment must be made to all Holders of DIs as soon as reasonably practicable.

Introduced 11/03/04 Origin SCH 3A.6.4B Amended 04/04/05

13.6.7 Corporate Actions

- (a) Subject to paragraph (d), if CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Principal Issuer must administer all Corporate Actions that result in:
- (i) the Issue of additional or replacement Financial Products in respect of the Principal Financial Products; or
 - (ii) the cancellation, buy back or other reduction in number by whatever means of the Principal Financial Products (whether in whole or part),
- as if each Holder of CDIs with respect to the Depositary Nominee's Holding is a Holder of a corresponding number of Principal Financial Products, so that the Holding of each Holder of CDIs is adjusted as a result of the Corporate Action (whether by issuing additional or replacement CDIs to Holders of CDIs, or by cancelling or otherwise reducing the number of CDIs in the existing Holdings of Holders of CDIs, as the case may be) based on relevant Cum Entitlement Balances as at End of Day on the Record Date for the Corporate Action on the same terms as would otherwise have applied if the Holders of CDIs were Holders of the Principal Financial Products.
- (b) If the benefits conferred in the Corporate Action are additional or replacement Financial Products as described in paragraph (a)(i), the Principal Issuer must ensure that those Financial Products are vested in the Depositary Nominee as Holder of the Principal Financial Products and the benefits are distributed to

Holders of CDIs in the form of CDIs corresponding to those Principal Financial Products.

- (c) The Principal Issuer must ensure that the benefit of Corporate Actions is conferred on Holders of CDIs in proportions determined by the Transmutation Ratio.
- (d) If:
 - (i) the laws of the Principal Issuer's jurisdiction of incorporation do not permit the Principal Issuer to administer a Corporate Action as if each Holder of CDIs with respect to the Depositary Nominee's Holding is the Holder of a corresponding number of Principal Financial Products in the manner described in paragraph (a); and
 - (ii) the Principal Issuer has:
 - (A) so notified ASX Settlement in writing;
 - (B) given ASX Settlement:
 - a. written details of an alternative proposal ("Alternative Proposal") under which the number of Principal Financial Products held by the Depositary Nominee (when adjusted in accordance with the Alternative Proposal), combined with any other benefits (if any) to be conferred on the Depositary Nominee pursuant to the Alternative Proposal (such as cash), will result in each CDI Holder being placed as nearly as practicable in the same economic position as a result of the Corporate Action as if the Principal Issuer had administered the Corporate Action in the manner described in paragraph (a); or
 - b. if the laws of the Principal Issuer's jurisdiction of incorporation require the Corporate Action, so far as it concerns the Depositary Nominee and the Holders of CDIs with respect to the Depositary Nominee's Holding, to be administered having regard only to the Depositary Nominee's holding of Principal Financial Products at that time, to the exclusion of all other considerations, and such laws do not admit of any alternative proposal under which the interests of Holders of CDIs with respect to the Depositary Nominee's Holding may be taken into account (including, without limitation, by the payment of cash consideration in lieu of any additional CDIs to which the Holders of CDIs would have been entitled if the Principal Issuer had administered the Corporate Action in the manner described in paragraph (a)), a statement to that effect ("Statement");
 - (C) provided an undertaking to ASX Settlement that it has disclosed the details of the Corporate Action (including details of any Alternative Proposal or Statement, as

applicable) to Holders of CDIs in accordance with all applicable laws; and

- (D) provided to ASX Settlement any additional information or documents which ASX Settlement requests for the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable) including, without limitation, a legal opinion satisfactory to ASX Settlement confirming the matters referred to in paragraph (d)(i) and such other matters related to the Corporate Action and the Alternative Proposal or Statement (as applicable) as ASX Settlement in its discretion may nominate; and

- (iii) ASX Settlement has confirmed in writing its acceptance of the Alternative Proposal or Statement (as applicable),

the Principal Issuer must ensure that:

- (iv) the Corporate Action is administered in accordance with the Alternative Proposal or Statement (as applicable); and
- (v) the Holding of each Holder of CDIs is adjusted as a result of the Corporate Action accordingly.

For the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable), and in confirming its acceptance of the Alternative Proposal or Statement (as applicable), ASX Settlement relies and is entitled to rely on all information, opinions and other documents provided to it by the Principal Issuer. By confirming its acceptance of the Alternative Proposal or Statement (as applicable), ASX Settlement does not and shall not be taken for any purpose to:

- (vi) endorse, promote or otherwise support the Alternative Proposal or Statement;
- (vii) express any view about the merits or the correctness of the legal and factual basis of the Alternative Proposal or Statement or any other matter connected with them; or
- (viii) accept any liability in connection with the Corporate Action, Alternative Proposal or Statement.

For the purposes of this Rule 13.6.7, "Corporate Action" includes (but is not limited to) bonus issues, rights issues, mergers and reconstructions (including any action taken by a Principal Issuer to reduce (or that will have the effect of reducing) the number of Principal Financial Products held by a Depositary Nominee).

Introduced 11/03/04 Origin SCH 3A.6.5 Amended 06/06/05, 17/03/08, 04/03/13

13.6.8 Dividend Reinvestment and Bonus Share Plans

If CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Principal Issuer must, in relation to any dividend investment scheme or bonus share plan in respect of those Principal Financial Products:

- (a) make available to Holders of CDIs, based on relevant Cum Entitlement Balances as at End of Day on the Record Date for determining entitlements, all benefits and entitlements arising under the dividend reinvestment scheme or bonus share plan, as the case requires;
- (b) distribute all benefits and entitlements arising under the dividend reinvestment scheme or bonus share plan, as the case requires, to Holders of CDIs in proportions determined by the Transmutation Ratio;
- (c) ensure that any right under such a plan to elect to receive financial products rather than cash is exercised by Holders of CDIs rather than the Depositary Nominee; and
- (d) if a Holder of CDIs elects to receive financial products, issue Principal Financial Products to the Depositary Nominee and distribute corresponding CDIs to the Holder of CDIs.

Introduced 11/03/04 Origin SCH 3A.6.6 Amended 06/06/05

13.6.9 Exercise of Holder rights

If CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Depositary Nominee must exercise any rights vested in it as the Holder of the Principal Financial Products under any law (including any right to institute legal proceedings as a holder of Financial Products), in accordance with:

~~(a) any direction given by a Holder of CDIs;~~ ~~or~~

~~(b) any direction of Holders of CDIs given by ordinary resolution at a meeting of Holders of CDIs.~~

Introduced 11/03/04 Origin SCH 3A.6.7 Amended 06/06/05, [insert date]

Explanatory Note – The proposed amendment removes paragraph (b) of the Rule, which refers to a direction of holders of CDIs given by ordinary resolution at a meeting of Holders of CDIs, on the basis that this should not be relevant.

13.6.10 Fractional Entitlements

- (a) Subject to paragraph (b), if a Corporate Action would give Holders of CDIs a fractional entitlement to additional or replacement Principal Financial Products (if they held Principal Financial Products directly), the Principal Issuer must ensure that:
 - (i) the number of additional or replacement Principal Financial Products issued to the Depositary Nominee is calculated as if each Holder of CDIs with respect to the Depositary Nominee's Holding is a Holder of a corresponding number of Principal Financial Products; and
 - (ii) Holders of CDIs receive additional or replacement CDIs reflecting the entitlements so calculated.
- (b) If:

- (i) the laws of the Principal Issuer's jurisdiction of incorporation do not permit the Principal Issuer to calculate the number of additional or replacement Principal Financial Products issued to the Depositary Nominee in the manner described in paragraph (a)(i) and to ensure that Holders of CDIs receive additional or replacement CDIs reflecting the entitlements so calculated; and
- (ii) the Principal Issuer has:
 - (A) so notified ASX Settlement in writing;
 - (B) given ASX Settlement:
 - a. written details of an alternative proposal ("Alternative Proposal") under which the number of additional or replacement Principal Financial Products issued to the Depositary Nominee, combined with any other benefits (if any) to be conferred on the Depositary Nominee pursuant to the Alternative Proposal (such as cash), will result in each CDI Holder receiving as nearly as practicable the same economic benefit as a result of the Corporate Action as if the number of additional or replacement Principal Financial Products issued to the Depositary Nominee had been calculated in the manner described in paragraph (a)(i) and the Principal Issuer had ensured that Holders of CDIs received additional or replacement CDIs reflecting the entitlements so calculated; or
 - b. if the laws of the Principal Issuer's jurisdiction of incorporation require the number of additional or replacement Principal Financial Products issued to the Depositary Nominee to be calculated having regard only to the Depositary Nominee's holding of Principal Financial Products at that time, to the exclusion of all other considerations, and such laws do not admit of any alternative proposal under which the interests of Holders of CDIs with respect to the Depositary Nominee's Holding may be taken into account (including, without limitation, by the payment of cash consideration in lieu of such additional or replacement CDIs as the Holders of CDIs would have received if the number of additional or replacement Principal Financial Products issued to the Depositary Nominee had been calculated in the manner described in paragraph (a)(i)), a statement to that effect ("Statement");
 - (C) provided an undertaking to ASX Settlement that it has disclosed the details of the Corporate Action (including details of any Alternative Proposal or Statement, as applicable) to Holders of CDIs in accordance with all applicable laws; and

(D) provided to ASX Settlement any additional information or documents which ASX Settlement requests for the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable) including, without limitation, a legal opinion satisfactory to ASX Settlement confirming the matters referred to in paragraph (b)(i) and such other matters related to the Corporate Action and the Alternative Proposal or Statement (as applicable) as ASX Settlement in its discretion may nominate; and

(iii) ASX Settlement has confirmed in writing its acceptance of the Alternative Proposal or Statement (as applicable),

the Principal Issuer must ensure that:

- (iv) the number of additional or replacement Principal Financial Products issued to the Depositary Nominee is calculated in accordance with the Alternative Proposal or Statement (as applicable); and
- (v) Holders of CDIs receive additional or replacement CDIs reflecting the entitlements so calculated.

For the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable), and in confirming its acceptance of the Alternative Proposal or Statement (as applicable), ASX Settlement relies and is entitled to rely on all information, opinions and other documents provided to it by the Principal Issuer. By confirming its acceptance of the Alternative Proposal or Statement (as applicable), ASX Settlement does not and shall not be taken for any purpose to:

- (vi) endorse, promote or otherwise support the Alternative Proposal or Statement;
- (vii) express any view about the merits or the correctness of the legal and factual basis of the Alternative Proposal or Statement or any other matter connected with them; or
- (viii) accept any liability in connection with the Corporate Action, Alternative Proposal or Statement.

For the purposes of this Rule 13.6.10, "Corporate Action" includes (but is not limited to) bonus issues, rights issues, mergers and reconstructions (including any action taken by a Principal Issuer to reduce (or that will have the effect of reducing) the number of Principal Financial Products held by a Depositary Nominee).

Introduced 11/03/04 Origin SCH 3A.6.8 Amended 06/06/05, 17/03/08

13.6.10A Disposal of surplus Principal Financial Products

If:

- (a) the Depositary Nominee receives Principal Financial Products in connection with a Corporate Action; and

- (b) following receipt of the Principal Financial Products, the Depositary Nominee's Holding of Principal Financial Products exceeds the aggregate of each CDI Holder's entitlement to a whole number of Principal Financial Products,

the Depositary Nominee must sell such surplus Principal Financial Products and distribute the proceeds of sale (less transaction costs) to Holders of CDIs in proportion to their respective Holdings.

Introduced 17/03/08

13.6.11 General Direction and Acknowledgment by Depositary Nominee

A Depositary Nominee for a Principal Issuer:

- (a) is taken to have directed the Principal Issuer to administer all Corporate Actions of the Principal Issuer in the manner provided in these Rules; and
- (b) acknowledges that compliance with these Rules discharges the Principal Issuer's obligation to make the benefit of a Corporate Action available to the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3A.6.9, 3A.6.10

13.6.12 Transmutations of Financial Products and associated Entitlements

Where, during an ex-period for a Corporate Action, Principal Financial Products under Rules 13.1 to 13.13 are Transmuted in order to give effect to a transfer of those Principal Financial Products, the transmutation of those Principal Financial Products must be effected together with any associated Entitlement.

Introduced 11/03/04 Origin SCH 3A.6.11 Amended 06/06/05

13.6.13 Divestment of small Holdings

If CDIs in respect of a class of Principal Financial Products are approved and:

- (a) in accordance with the Listing Rules, a Holder of less than a specified number of Principal Financial Products can be subject to divestment or sale of those Principal Financial Products by the Principal Issuer; and
- (b) a Holder of CDIs would be subject to divestment or sale if it held the corresponding number of Principal Financial Products directly,

the Principal Issuer may give a Notice of Divestment in accordance with Rule 5.12.2 to the Holder of CDIs. The Principal Issuer must also give a Holder of CDIs the benefit of any notice and consent procedure that may be contained in the constitution of the Principal Issuer, the Listing Rules and the rules of any financial market on which the Principal Financial Products are listed or quoted to which the Holder of CDIs would be entitled if it held the Principal Financial Products directly.

Introduced 17/03/08

13.6.14 Depositary Nominee may consent to sale or divestment

If the Depositary Nominee is reasonably satisfied that the Principal Issuer has complied with its obligations under Rule 13.6.13, the Depositary Nominee is authorised to

consent to the sale or divestment of the number of Principal Financial Products which correspond to the Holder's CDIs.

Introduced 17/03/08

13.6.15 Principal Issuer must distribute proceeds

The Principal Issuer must distribute to the Holder of CDIs any proceeds of a sale made pursuant to a notice given under Rule 13.6.13 (net of transaction costs, expenses and fees (including currency conversion and brokerage fees)). If the Principal Issuer is required under the laws of its jurisdiction of incorporation to distribute the net proceeds to the Depository Nominee in its capacity as the Holder of the Principal Financial Products, the Depository Nominee shall be taken to have directed the Principal Issuer to distribute the net proceeds to the Holder of CDIs. Upon distribution of the net proceeds to the Holder of CDIs, the Principal Issuer must cancel the Holder's CDIs corresponding to the Principal Financial Products which have been sold.

Introduced 17/03/08, Amended [insert date]

Explanatory Note – The proposed amendment clarifies that the net proceeds referred to in the Rule are the proceeds of sale net of transaction costs, expenses and fees (including currency conversion and brokerage fees).

13.6.16 Indemnity by Principal Issuer

By giving a Notice of Divestment, a Principal Issuer indemnifies the Depository Nominee and ASX Settlement against any loss, cost, damage, expense or liability which they may suffer or incur as a result of any sale or divestment of Principal Financial Products and the cancellation of CDIs under this Rule.

Introduced 17/03/08

13.6.17 Liability of Depository Nominees

A Depository Nominee has no liability to:

- (a) a Principal Issuer;
 - (b) Holders of CDIs; or
 - (c) any person claiming an interest in a Principal Financial Product or CDI,
- unless it acts in bad faith, negligently or in breach of these Rules.

For the avoidance of doubt and without limiting the foregoing:

- (d) a Depository Nominee has no liability to pass to any person a better interest in any Financial Product than it has.
- (e) the Principal Issuer is responsible for the payment of all Entitlements in respect of a Principal Financial Product or CDI.

This Rule 13.6.17 does not apply in respect of Government Bond Issuers, Government Bonds, or Government Bond Depository Interests or Holders of them.

Introduced [insert date]

Explanatory Note – The new proposed Rule provides that a Depositary Nominee has no liability to: (a) a Principal Issuer; (b) Holders of CDIs; or (c) any person claiming an interest in a Principal Financial Product or CDI, unless it acts in bad faith, negligently or in breach of the ASXSOR, and that:

- a Depositary Nominee has no liability to pass to any person a better interest in any Financial Product than it has; or*
- the Principal Issuer is responsible for the payment of all Entitlements in respect of a Principal Financial Product or CDI.*

The proposed Rule reflects the form of the existing Rule 13.6A.5 (Liability of Depositary Nominee), which applies in respect of Government Bond Issuers, Government Bonds, or Government Bond Depositary Interests or Holders of them only.

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13.7 TAKEOVERS

For the avoidance of doubt, this Rule 13.7 does not apply in relation to Principal Financial Products that are Government Bonds.

Introduced 21/05/13

13.7.1 Depositary Nominee to accept only if authorised by Holders of CDIs

If a takeover offer in respect of Principal Financial Products is received by a Depositary Nominee, the Depositary Nominee must not accept the offer except to the extent that acceptance is authorised by Holders of CDIs with respect to the Principal Financial Products under these Rules.

Introduced 11/03/04 Origin SCH 3A.7.1 Amended 06/06/05

13.7.2 Acceptance with respect to Holders of CDIs on CHESS Subregister

If:

- (a) Principal Financial Products are held by a Depositary Nominee; and
- (b) the corresponding CDIs are held on a CHESS Subregister,

then the provisions of the Rules governing the processing of takeover acceptances of Financial Products held on a CHESS Subregister apply as if the CDIs were Financial Products of a listed public company and the Depositary Nominee must accept a takeover offer with respect to Principal Financial Products which it holds if and to the extent to which acceptances are received and processed pursuant to the Rules.

Introduced 11/03/04 Origin SCH 3A.7.2 Amended 06/06/05

13.7.3 Acceptance with respect to Holders of CDIs on Issuer-Sponsored Subregister

If:

- (a) Principal Financial Products are held by a Depositary Nominee; and

(b) corresponding CDIs are held on the Issuer Sponsored Subregister,

then the Depositary Nominee must:

- (c) as soon as possible after the date of receipt of the takeover offer from the offeror, send to each Holder of CDIs registered on the CDI Register at the date of the offer, copies of the offer documentation, together with any other documents sent to target holders of the Principal Financial Products; and
- (d) ensure that the offer documentation sent to Holders of CDIs includes a Notice in a form acceptable to ASX Settlement in accordance with the Procedures.

Introduced 11/03/04 Origin SCH 3A.7.3 Amended 06/06/05, 04/03/13

13.7.4 Processing of acceptances from Holders of CDIs

Where the provisions of Rule 13.7.3 apply, the Depositary Nominee must ensure that:

- (a) the offeror receives and processes acceptances from Holders of CDIs or appoints a receiving agent in Australia to receive and process acceptances with respect to Holders of CDIs on the Issuer Sponsored Subregister; and
- (b) either the offeror or the offeror's receiving agent provides the Depositary Nominee with a clear statement of the number of Principal Financial Products held by the Depositary Nominee with respect to which acceptances of Holders of CDIs have been received, in sufficient time to enable the Depositary Nominee to lodge a valid acceptance of the offer with the offeror as holder of the Principal Financial Products.

Introduced 11/03/04 Origin SCH 3A.7.4

13.7.5 Liability of Depositary Nominee

The Depositary Nominee has no liability to:

- (a) the Principal Issuer;
- (b) Holders of Principal Financial Products;
- (c) Holders of CDIs;
- (d) any person claiming an interest in Principal Financial Products or CDIs; or
- (e) the takeover offeror,

with respect to lodging or not lodging takeover acceptances for the whole or any part of its Holding of Principal Financial Products unless it:

- (f) acts contrary to a statement of a receiving agent given under Rule 13.7.4(b) or contrary to the information supplied to it by ASX Settlement regarding takeover acceptances with respect to Holdings on the CHESS Subregister for the CDIs;
- (g) acts ~~negligently or~~ in breach of these Rules; or

- (h) negligently fails to lodge the acceptance or acceptances before the close of the offer period.

Introduced 11/03/04 Origin SCH 3A.7.5 Amended 06/06/05, [\[insert date\]](#)

Explanatory Note – The proposed amendment removes the reference to ‘negligently’ in paragraph (g) on the basis that negligence is specifically addressed in paragraph (h).

13.8 VOTING ARRANGEMENTS

13.8.1 Interpretation

For the purposes of Rule 13.8, “constitution of a Principal Issuer” means:

- (a) in respect of a share, constitution as defined in the Corporations Act; or
- (b) in respect of a Financial Product other than a share, the document or legislation which creates the right for a holder of Financial Products to attend and vote at meetings of holders of Financial Products of that class and to appoint proxies in respect of that voting.

For the avoidance of doubt, this rule 13.8 does not apply in relation to Principal Financial Products that are Government Bonds.

Introduced 11/03/04 Origin SCH 3A.1.3 Amended 21/05/13

13.8.2 Principal Issuer to notify Holders of CDIs

If a meeting is convened of Holders of a class of Principal Financial Products vested in a Depositary Nominee for a Principal Issuer, the Principal Issuer must give a Notice of the meeting to each Holder of CDIs at the same time as Notice of the meeting is sent to Holders of the Principal Financial Products.

For the purposes of this Rule 13.8.2, a Principal Issuer may give a Notice of the meeting to a Holder of CDIs in any manner provided for in the Corporations Act.

Note: this Rule 13.8.2 is intended to cover the means by which a notice of meeting may be given under section 249J of the Corporations Act.

Introduced 11/03/04 Origin SCH 3A.8.1 Amended 18/12/06

13.8.3 Holders of CDIs may give Directions to Depositary Nominee

Subject to Rule 13.8.8, the Depositary Nominee must appoint two proxies even if under the constitution of the Principal Issuer, a Depositary Nominee has a right to:

- (a) appoint more than one proxy for the purpose of voting at a meeting of the Principal Issuer; and
- (b) cast different proxy votes for different parts of the Holding.

Introduced 11/03/04 Origin SCH 3A.8.2

13.8.4 Proxies to indicate results of resolution

One of the two proxies so appointed in accordance with Rule 13.8.3 must indicate the number of Principal Financial Products in favour of the resolution described in the proxy, and the second proxy must indicate the number of Principal Financial Products against the resolution described in the proxy.

Introduced 11/03/04 Origin SCH 3A.8.3 Amended 06/06/05

13.8.5 Determining the number of Financial Products for each proxy

The manner in which the number of Principal Financial Products is determined for each proxy is by:

- (a) taking the number of CDIs in favour of the resolution;
- (b) taking the number of CDIs against the resolution;
- (c) applying the transmutation ratio to those CDIs; and
- (d) entering the resultant number of Principal Financial Products on the appropriate proxy.

Introduced 11/03/04 Origin SCH 3A.8.4 Amended 06/06/05

13.8.6 Depositary Nominee appointing a single proxy

If under the constitution of the Principal Issuer, a Depositary Nominee can only appoint a single proxy, the Depositary Nominee must:

- (a) take the number of CDIs in favour of the resolution;
- (b) take the number of CDIs against the resolution;
- (c) determine the net voting position either in favour of or against the resolution;
- (d) apply the transmutation ratio to those CDIs; and
- (e) accordingly enter the resultant number of Principal Financial Products on the proxy.

Introduced 11/03/04 Origin SCH 3A.8.5 Amended 06/06/05

13.8.7 Voting instructions by Depositary Nominee

Where the appointed proxy or proxies are required to vote on multiple resolutions, the Depositary Nominee must instruct the proxy or proxies to vote in such manner as will in the reasonable opinion of the Depositary Nominee best represent the wishes of the majority of Holders of CDIs.

Introduced 11/03/04 Origin SCH 3A.8.5A

13.8.8 Depositary Nominee to appoint Holders of CDIs as proxy

The Depositary Nominee must appoint a Holder of CDIs or a person nominated by a Holder of CDIs as its proxy for the purpose of attending and voting at a meeting of the Principal Issuer where:

- (a) the constitution of the Principal Issuer allows the Depositary Nominee to appoint Holders of CDIs or a person nominated by a Holder of CDIs as its proxy; and
- (b) the Holder of CDIs has informed the Principal Issuer that the Holder wishes to nominate another person to be appointed as the Depositary Nominee's proxy.

Introduced 11/03/04 Origin SCH 3A.8.1

13.8.9 Principal Issuer must notify Holders of CDIs of their Rights

The Principal Issuer must:

- (a) include with the Notice of meeting given under Rule 13.8.2 a Notice in a form acceptable to ASX Settlement in accordance with the Procedures; and
- (b) make appropriate arrangements to:
 - (i) collect and process any directions by Holders of CDIs;
 - (ii) provide the Depositary Nominee with a report in writing that clearly shows how the Depositary Nominee must exercise its right to vote by proxy at the meeting, in sufficient time to enable the Depositary Nominee to lodge a proxy for the meeting; and
 - (iii) where a Holder of CDIs, or a person nominated by a Holder of CDIs, is to be appointed the Depositary Nominee's proxy in accordance with Rule 13.8.8, collect and process all relevant proxy forms in sufficient time to enable the Depositary Nominee to lodge a proxy or proxies for the meeting.

Introduced 11/03/04 Origin SCH 3A.8.6 Amended 18/12/06

13.8.10 Depositary Nominee to call for a poll

To the extent that it is able to do so, the Depositary Nominee must make or join in any demand for a poll in respect of any matter at a meeting of the Principal Issuer in accordance with any report in writing supplied by the Principal Issuer under Rule 13.8.9(b)(ii).

Introduced 11/03/04 Origin SCH 3A.8.7

13.8.11 Meetings of Holders of CDIs

If it is necessary or appropriate for a meeting of Holders of CDIs to be convened for any purpose, including a purpose specified in these Rules:

- (a) the meeting may be convened by the directors or other governing body, as the case requires, of the Principal Issuer to which the CDIs relate, or in any other manner in which a meeting of holders of Financial Products of the Principal Issuer may be convened under the law of the place of formation of the Principal Issuer;
- (b) the rights of Holders of CDIs to appoint a proxy, to vote on a show of hands, to call for a poll and vote on a poll must be determined as if the meeting were a meeting of holders of Financial Products of the Principal Issuer;

- (c) the requirements for Notice of the meeting and the rules and procedures for a meeting of Holders of CDIs must be the requirements, rules and procedures that would apply to a meeting of holders of Financial Products of the Principal Issuer.

Introduced 11/03/04 Origin SCH 3A.8.8 Amended 21/05/13

13.8.12 Liability of Depositary Nominees

The Depositary Nominee has no liability to:

- (a) the Principal Issuer;
- (b) Holders of Principal Financial Products;
- (c) Holders of CDIs; or
- (d) any person claiming an interest in Principal Financial Products or CDIs,

with respect to any conduct or omission of the Depositary Nominee at or connected with a meeting of Holders of Financial Products of a Principal Issuer, unless the Depositary Nominee:

- (e) acts contrary to a report of the Principal Issuer given under Rule 13.8.9(b)(ii);
- (f) acts ~~negligently or~~ in breach of these Rules; or
- (g) negligently fails to vote or lodge forms of proxy before the close of the period within which proxies for the meeting may be lodged.

Introduced 11/03/04 Origin SCH 3A.8.9 Amended [insert date]

Explanatory Note – The proposed amendment removes the reference to ‘negligently’ in paragraph (f) on the basis that negligence is specifically addressed in paragraph (g).

13.9 SPECIFIC MODIFICATIONS TO RULES

13.9.1 Modifications

The following modifications are made to the Rules in respect of the operation of Section 13:

- (a) Rule 8.1 does not apply.
- (b) Rule 8.2.1(a) is varied by the insertion of the words " or CDIs that are to be approved under Rules 13.1 to 13.13;" after Rule" 8.1".
- (c) Rules 8.6.4 and 8.6.5 should be read as if references to the "Commission" were references to "ASX Settlement" and references to the "Corporations Act" were references to "these Rules".
- (d) The provisions of Rule 8.12 are modified by the provisions of Rules 13.9.2 to 13.9.6 below.

- (e) Rule 5.2.1 is amended by insertion of the words "or CDIs that are to be approved under Rules 13.1 to 13.13" after "8.1" in Rule 5.2.1.
- (f) Rules 5.2.2 and 5.4.1 do not apply to ~~a class of~~ CDIs in respect of a class of Principal Financial Products that is Approved under Rules 13.1 to 13.13.
- (g) Rule 5.4.2 is to be read as if the following provision is added to the end of Rule 5.4.2, "A Principal Issuer may not cease to operate its Issuer Sponsored Subregister unless ASX Settlement agrees in writing."
- (h) Rule 5.9 only applies where a Transfer is initiated by a Participant which has the effect of a Conversion.
- (i) Rules 5.13.1 and 5.13.3 are modified so that the references to "total issued capital" must be read as references to "total number of CDIs".
- (j) The provisions of Section 14 are taken to apply to CDIs as if the CDIs were Financial Products in an Australian listed public company and the takeover bid with respect to the Principal Financial Products was a takeover under the Corporations Act. For the avoidance of doubt, this subparagraph (j) does not apply to Principal Financial Products that are Government Bonds.
- (k) The provisions of Section 12 do not apply to a Government Bond Issuer that is the Australian Government.

Introduced 11/03/04 Origin SCH 3A.9.1 to 3A.9.5, 3A.9.8 to 3A.9.12, 3A.9.12A to 3A.9.19
 Amended 04/04/05, 06/06/05, 21/05/13, [insert date]

Explanatory Note – The proposed amendment is a tidying up and clarifying change reflecting that Section 13 refers to CDIs in respect of a class of Principal Financial Products (rather than a class of CDIs).

13.9.2 CDI to Principal Financial Product Transmutation

A CDI to Principal Financial Product Transmutation may be initiated by a Participant only in accordance with the Procedures.

Introduced 11/03/04 Origin SCH 3A.9.6.1 Amended 06/06/05, 21/05/13

13.9.3 Actions of ASX Settlement

If an Originating Message Transmitted to ASX Settlement complies with Rule 13.9.2 and there are sufficient available CDIs in the Source Holding, ASX Settlement must:

- (a) deduct the number of CDIs specified in the Originating Message from the Source Holding; and
- (b) Transmit a Message to the Principal Issuer to transfer Principal Financial Products in accordance with the Originating Message.

Introduced 11/03/04 Origin SCH 3A.9.6.2 Amended 04/04/05, 06/06/05

13.9.4 Principal Issuer to generate Trustee Transfer Forms

If a Principal Issuer receives a Valid Message under Rule 13.9.3(b), the Principal Issuer must, within the Scheduled Time:

- (a) generate a Trustee Transfer Form in accordance with the Procedures; and
- (b) register that Transfer in the Principal Register.

Introduced 11/03/04 Origin SCH 3A.9.6.3 Amended 04/04/05, 06/06/05

13.9.5 Time at which Transfer takes effect

A Transfer initiated under Rule 13.9.4(a) is deemed to take effect at the time ASX Settlement deducts the number of CDIs specified in the Originating Message from the Source Holding.

Introduced 11/03/04 Origin SCH 3A.9.6.4 Amended 06/06/05

13.9.6 Authority of Holder of CDI required

A Participant must not transmit a Valid Originating Message which has the effect of Transmuting CDIs to Principal Financial Products without the prior authority of the Holder of CDIs.

Introduced 11/03/04 Origin SCH 3A.9.6.5

13.9.7 Principal Financial Product to CDI Transmutation

A Principal Financial Product to CDI Transmutation may be initiated by a Participant that:

- (a) lodges a properly completed document of Transfer and Certificate or Marked Transfer with the Principal Issuer within the Scheduled Time; and
- (b) Transmits a Valid Originating Message to ASX Settlement in accordance with the Procedures.

This rule 13.9.7 applies to Principal Financial Products that are Government Bonds only in the circumstances specified in the Procedures.

Introduced 11/03/04 Origin SCH 3A.9.7.1 Amended 06/06/05, 21/05/13

13.9.8 ASX Settlement to request Principal Issuer to authorise the Transmutation

If an Originating Message Transmitted to ASX Settlement complies with Rule 13.9.7(b), ASX Settlement will:

- (a) Transmit to the Principal Issuer a Message requesting the Principal Issuer to authorise the Transmutation of Principal Financial Products to CDIs in accordance with that Originating Message; and
- (b) specify the Registration Details in the Message to the Issuer to enable the Issuer to validate the Registration Details, where applicable.

Introduced 11/03/04 Origin SCH 3A.9.7.2 Amended 04/04/05, 06/06/05

13.9.9 Principal Issuer to process the Transfer

If a Principal Issuer receives:

- (a) a properly completed document of Transfer and Certificate or Marked Transfer; and
- (b) a Valid Message under Rule 13.9.8 from ASX Settlement pursuant to an Originating Message,

the Principal Issuer must, within the Scheduled Time:

- (c) enter the Transfer in the Principal Register;
- (d) Transmit a Message to ASX Settlement to Transfer the Financial Products in accordance with the Originating Message; and
- (e) in the case of a Message requesting the Principal Issuer to authorise a Transfer where the Transfer has the effect of a Conversion, ensure the Registration Details specified in the Message for the Target Holding match the Registration Details maintained by the Principal Issuer for the Source Holding.

Introduced 11/03/04 Origin SCH 3A.9.7.3 Amended 04/04/05

13.9.10 ASX Settlement to enter Financial Products into Target Holding

If ASX Settlement receives a Valid Message under Rule 13.9.9(d), ASX Settlement must enter Financial Products into the Target Holding in accordance with the Originating Message.

Introduced 11/03/04 Origin SCH 3A.9.7.4

13.9.11 Conditions for Issuer's authorisation of a Transfer not met

If the conditions for authorisation by the Issuer of a Transfer as stipulated in Rule 13.9.9 are not met, the Issuer must, within the Scheduled Time:

- (a) reject the Message; and/or
- (b) return the properly completed document of Transfer and Certificate or Marked Transfer to the Participant that lodged it without entering the Transfer in the Principal Register,

whichever is relevant.

Introduced 11/03/04 Origin SCH 3A.9.7.5 Amended 09/05/05

13.9.12 Time at which Transfer takes effect

A Transfer initiated under Rule 13.9.7 takes effect when both the actions described in Rule 13.9.9(c) and (d) are completed.

Introduced 11/03/04 Origin SCH 3A.9.7.6

13.9.13 ASX Settlement may purge unactioned Messages

If a Principal Issuer receives a Message from ASX Settlement under Rule 13.9.8 and does not respond to ASX Settlement under either Rule 13.9.9 or Rule 13.9.11 within the relevant Scheduled Time for response, ASX Settlement may purge the unactioned Message from the Settlement Facility.

Introduced 09/05/05

13.10 SHUNTING BETWEEN REGISTERS

13.10.1 Shunt from DI **rRegister** to Principal Register

Where a Holder gives Notice requesting that the Principal Issuer shunt all or part of a Holding of DIs into Principal Financial Products, the Principal Issuer must reduce that Holding by the number specified in the Notice and take such steps as are necessary to shunt the same number of Principal Financial Products from the relevant Segregated Account to the Approved Clearing House account nominated in the Notice, within 2 Business Days of receipt of that Notice.

Introduced 11/03/04 Origin SCH 3A.10.1 Amended 07/03/16, [\[insert date\]](#)

13.10.2 Shunt from Principal Register to DI **rRegister**

Where a Holder gives Notice requesting that the Principal Issuer shunt all or part of a Holding of Principal Financial Products into DIs, the Principal Issuer must take all necessary steps to shunt those Principal Financial Products to the Segregated Account and enter the same number of DIs into a Holding in accordance with the instructions given in the Notice, within 2 Business Days of receipt of that Notice.

This Rule 13.10 does not apply to Principal Financial Products that are Government Bonds or to Government Bond Depositary Interests.

Introduced 11/03/04 Origin SCH 3A.10.2 Amended 21/05/13, 07/03/16, [\[insert date\]](#)

Explanatory Note – The proposed amendments to the headings of 13.10.1 and 13.10.2 reflect that the reference to ‘register’ in the heading is not intended to be to a defined term.

13.11 TAX LAWS

13.11.1 Principal Issuer to **company-comply** with Tax laws

The Principal Issuer will use its best endeavours to:

- (a) comply with all applicable Tax laws as agent and attorney of the Depositary Nominee;
- (b) ensure that the Depositary Nominee complies with all applicable Tax laws, including to uphold the absolute entitlement of a Holder of CDIs to the Principal Financial Products; and
- (c) not do any act or thing which creates a Tax liability, or not omit to do any act or thing, the omission of which creates a Tax liability, which must be discharged by the Depositary Nominee, unless provision has been made for

the discharge of the liability by some person other than the Depositary Nominee.

The obligations of the Principal Issuer and the Depositary Nominee are subject to all relevant Tax laws.

Introduced 11/03/04 Origin SCH 3A.11.1, 3A.11.2 Amended [insert date]

Explanatory Note – The proposed amendment includes an express reference to the Principal Issuer using its best endeavours to uphold the absolute entitlement of a Holder of CDIs to the Principal Financial Products.

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13.13 GENERAL INDEMNITY AND EXCLUSION OF LIABILITY

13.13.1 Principal Issuer to indemnify the Depositary Nominee

The Principal Issuer indemnifies the Depositary Nominee against all expenses, losses, damages and costs that the Depositary Nominee may sustain or incur in connection with:

- (a) CDIs;
- (b) its capacity as holder of Principal Financial Products;
- (c) any act done, or required to be done, by the Principal Issuer (whether or not on behalf of the Depositary Nominee) under Rules 13.1 to 13.13 of the Rules; and
- (d) any act otherwise done or required to be done by the Depositary Nominee under Rules 13.1 to 13.13 of the Rules.

This Rule 13.13.1 does not apply to a Government Bond Issuer.

Introduced 11/03/04 Origin SCH 3A.13.1 Amended 21/05/13

13.13.2 Exclusion of liability

The Depositary Nominee:

- (a) shall have no duties or obligations except those expressly set out in the Nominee Terms and these Rules;
- (b) may apply to a court for directions as to any matter arising in connection with the exercise of its powers and functions under these Rules, and shall not be responsible for any delay arising as a result;
- (c) will only be considered to have knowledge, awareness or notice of a thing, or grounds to believe any thing, by virtue of the officers of the Depositary Nominee having day to day responsibility for the holding the Principal Financial Products in accordance with these Rules and the Nominee Terms having actual knowledge, actual awareness or actual notice of that thing, or grounds to believe that thing (and similar references will be interpreted in this way).

To the extent permitted by law, and subject to the provisions of these Rules and the Nominee Terms, neither the Depositary Nominee nor its successors, substitutes or assigns will be liable in respect of any conduct, delay, negligence or breach of duty in the exercise or non-exercise of any power, nor for any loss (including consequential loss) which results, unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default by the Depositary Nominee.

Introduced [insert date]

Explanatory Note – The proposed new Rule provides that the Depositary Nominee (i) shall have no duties or obligations except those expressly set out in the Nominee Terms and the ASXSOR; (ii) may apply to a court for directions as to any matter arising in connection with the exercise of its powers and functions under the ASXSOR, and shall not be responsible for any delay arising as a result; and (iii) will only be considered to have knowledge, awareness or notice of a thing, or grounds to believe any thing, by virtue of the officers of the Depositary Nominee having day to day responsibility for the holding the Principal Financial Products in accordance with the ASXSOR and the Nominee Terms having actual knowledge, actual awareness or actual notice of that thing, or grounds to believe that thing (and similar references will be interpreted in this way).

To the extent permitted by law, and subject to the provisions of the ASXSOR and the Nominee Terms, neither the Depositary Nominee nor its successors, substitutes or assigns will be liable in respect of any conduct, delay, negligence or breach of duty in the exercise or non-exercise of any power, nor for any loss (including consequential loss) which results, unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default by the Depositary Nominee.

....

End of Document

ASX SETTLEMENT OPERATING RULES

SECTION 2 DEFINITIONS AND INTERPRETATION

SECTION 2 DEFINITIONS AND INTERPRETATION

This Section contains the definitions and sets out a number of general principles by which these Rules are to be interpreted.

...

2.13 DEFINITIONS

2.13.1 Definitions used in the Rules

In these Rules, unless the context otherwise requires:

...

“CDI Register” means a register of CDI Holdings maintained by a Principal Issuer under the Rules, consisting of:

- (a) an Issuer-Sponsored Subregister of Holders of CDIs and a CHES Subregister of Holders of CDIs; or
- (b) with the consent of ASX Settlement, a CHES Subregister of Holders of CDIs.

Note: ASX Settlement may consent to a CDI Register consisting of a CHES Subregister only, where the relevant offer is limited to institutional Holders.

Amended [insert date]

Explanatory Note – The proposed amendment is a typographical correction.

...

“Depository Nominee” means the person appointed as such in respect of a class of Principal Financial Products in accordance with~~under~~ these Rules, being either:

- (a) CHES Depository Nominees Pty Ltd (as long as it remains admitted to participate in CHES under Rule 4.3.1); or
- (b) a person admitted as a General Settlement Participant under Rule 4.3.1, whose function is to hold Title or Other Interest to Principal Financial Products or Participating International Financial Products.

Amended [insert date]

Explanatory Note – The proposed amendment reflects that a person will be appointed as Depositary Nominee in respect of a class of Principal Financial Products.

...

“Nominee Terms” means, in respect of a Depositary Nominee, the Nominee Terms for that Depositary Nominee specified in the Procedures. The Nominee Terms may relate to all classes of Principal Financial Products (other than Government Bonds) held by the Depositary Nominee from time to time, or only such classes of those Principal Financial Products specified in the Nominee Terms and the Procedures from time to time.

Introduced [insert date]

Explanatory Note – The proposed new definition is consistent with the references to the Nominee Terms in Rule 13.1.2.

...

End of Document

ASX SETTLEMENT OPERATING RULES PROCEDURES

....

SECTION 13

PROCEDURE 13.1.2 NOMINEE TERMS IN RESPECT OF PRINCIPAL FINANCIAL PRODUCTS OTHER THAN GOVERNMENT BONDS

Unless otherwise published by ASX Settlement on the [ASX Online website (<https://www.asxonline.com/>)] in respect of a class of Principal Financial Products, the Nominee Terms for the Depositary Nominee which is CHESS Depositary Nominees Pty Limited (ABN 75 071 346 506) in respect of all classes of Principal Financial Products (other than Government Bonds) is the deed poll entitled “CHESS Depositary Nominees - Nominee Terms” dated [to be inserted] 2025, as varied or replaced from time to time in accordance with the Nominee Terms and these Procedures.

A copy of the Nominee Terms, as varied or replaced from time to time, will be made available by ASX Settlement on the [ASX Online website (<https://www.asxonline.com/>)]

The Nominee Terms may be:

- (a) varied or replaced, to the extent they apply in respect of Principal Financial Products of a class, by a resolution of 75% of votes cast by Holders of CDIs in respect of that class of Principal Financial Products who vote on a proposed resolution to vary or replace the Nominee Terms;
- (b) varied by the Depositary Nominee if:
 - (i) the Depositary Nominee reasonably considers the change will not materially adversely affect the rights of Holders of CDIs in respect of Principal Financial Products that it holds; or
 - (ii) the variation is of a formal, technical or administrative nature only,

and, in each case, with the prior written consent of ASX Settlement.

Introduced [insert date]

Explanatory Note – The proposed new procedure specifies the Nominee Terms in respect of CHESS Depositary Nominees Pty Limited (other than in respect of Government Bonds) as contemplated in Rule 13.1.2 and that a copy of the Nominee Terms will be made available by ASX Settlement on a website.

The procedure also specifies that the Nominee Terms may be:

- *varied or replaced, to the extent they apply in respect of Principal Financial Products of a class, by a resolution of 75% of votes cast by Holders of CDIs in respect of that class of Principal Financial Products who vote on a proposed resolution to vary or replace the Nominee Terms;*
- *varied by the Depositary Nominee if:*
 - (i) the Depositary Nominee reasonably considers the change will not materially adversely affect the rights of Holders of CDIs in respect of Principal Financial Products that it holds; or*
 - (ii) the variation is of a formal, technical or administrative nature only,*

and, in each case, with the prior written consent of ASX Settlement.

PROCEDURE 13.2.1 APPROVAL OF PERSON AS PRINCIPAL ISSUER

Persons must submit a copy of an executed (a) Appendix 1A of the ASX Listing Rules, or (b) form specified by ASX in respect of Appendix 10.3.3 or 10A.3.3 of the Rule 10A.3.3(a) of Schedule 10A to the ASX Operating Rules Procedures or (c) [insert AMO form details TBC] (as applicable), as well as a prospectus or Product Disclosure Statement (except in the case of a Principal Financial Product that is a Government Bond), to create a CHES Subregister.

Introduced 06/06/05 Amended 30/03/09, 21/05/13, [insert date]

Explanatory Note – Reflecting that CDIs may be quoted on markets other than the ASX, the proposed amendment expands the list of forms that must be submitted in an application to ASX Settlement to act as Principal Issuer in relation to CDIs and to have the CDIs approved, to include an ALMO's form (if applicable). The changes also include updates to include reference to the appropriate form under the ASX Operating Rules.

...

PROCEDURE 13.5A.1 TERMINATION OF TRUST OVER PRINCIPAL FINANCIAL PRODUCTS

The affected Holders of CDIs will be notified in accordance with the Procedures if:

- (a) a Notice is sent to each Holder of CDIs in respect of the relevant class of Principal Financial Products for whom a complete address is recorded in the CDI Register;
- (b) the Notice states (or contains words to the following effect):
 - (i) that the CDI has ceased to be an Approved Financial Product or the CDI is in respect of a class of Principal Financial Products for which the approval under Rule 13.2 has been revoked or states the circumstances referred to in Rule 13.5A.1(b) which have occurred; that approval of CDIs in respect of the relevant class of Principal Financial Products has been revoked by ASX Settlement;
 - (ii) that the Depositary Nominee has, ~~by resolution of its board of directors,~~ revoked the trust under which it holds the relevant Principal Financial Products; and

- (iii) the effective date of the revocation of trust, as notified by it to ASX Settlement and the Principal Issuers~~specified in the resolution of the Depository Nominee's board of directors~~; and
- (c) the Notice contains such other information (including, without limitation, details of the procedure by which the Principal Financial Products and any other relevant property will be distributed to CDI Holders) as the Depository Nominee in its absolute discretion may choose to include in the Notice.

Introduced 17/03/08, Amended [insert date]

Explanatory Note – The proposed amendments to paragraph (b) reflect the amendments to Rule 13.5A.1 considered above.

...

End of Document

DRAFT

Attachment B

Draft dated 26.02.2025

CHESS Depository Nominees - Nominee Terms for Principal Financial Products other than Government Bonds

Dated

CHESS Depository Nominees Pty Limited (ABN 75 071 346 506)

("Depository Nominee")

Nominee Terms for Principal Financial Products other than Government Bonds

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Nominee Terms for Principal Financial Products other than Government Bonds

Details

Party	Depository Nominee	
Depository Nominee	Name	CHESS Depository Nominees Pty Limited
	ABN	75 071 346 506
	AFS Licence no.	254514
	Incorporated in	Commonwealth of Australia
	Address	Exchange Centre 20 Bridge Street Sydney NSW 2000
	Email	[to be inserted]
	Attention	[to be inserted]
Recitals	A	CHESS Depository Nominees Pty Limited is a “Depository Nominee” for the purposes of the ASX Settlement Operating Rules.
	B	The terms on which the Depository Nominee holds Principal Financial Products are set out in these Nominee Terms and Section 13 of the ASX Settlement Operating Rules.
Governing law	New South Wales	
Date of deed poll	See Signing Page	

Nominee Terms for Principal Financial Products other than Government Bonds

General terms

1 Interpretation

1.1 CDIs and Holders

These Nominee Terms apply only in respect of classes of Principal Financial Products other than Government Bonds for which CHES Depositary Nominees Pty Limited is the 'Depositary Nominee' for the purposes of the Operating Rules from time to time. References in these Nominee Terms to:

- (a) a Principal Financial Product are to a Principal Financial Product other than a Government Bond, unless the context requires otherwise;
- (b) a CDI are to a CDI issued in respect of such a Principal Financial Product; and
- (c) a Holder are to a Holder of a CDI referred to in paragraph (b) above identified on the CDI Register at the relevant time.

These Nominee Terms do not apply in respect of classes of Principal Financial Products for which CHES Depositary Nominees Pty Limited is not appointed as a 'Depositary Nominee'.

1.2 Terms defined in the Operating Rules

The meaning given to terms in the Operating Rules (including in Section 2 ("Definitions and Interpretation")) apply in these Nominee Terms unless the term is expressly defined in these Nominee Terms, in which case the meaning in these Nominee Terms applies.

1.3 Definitions

Unless the contrary intention appears, these meanings apply:

Costs includes costs, charges and expenses, including those incurred in connection with advisers.

Disclosure Document means, in respect of a CDI issued in respect of a class of Principal Financial Products, the product disclosure statement, prospectus or other offering document, issued by the Principal Issuer relating to the CDIs in respect of that class of Principal Financial Products, as replaced or supplemented from time to time.

Effective Date means *[insert date]*.

GST means the goods and services tax payable pursuant to the GST Legislation and **Supply** and other terms used in clause 9.14 which have meanings under the GST Legislation have the meanings pursuant to the GST Legislation.

GST Legislation means A New Tax System (Goods and Services Tax) Act 1999 (Cwlth) and related Acts introduced by the Federal Government (as amended from time to time).

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a controller (as defined in the Corporations Act) appointed to its property.

Operating Rules means the ASX Settlement Operating Rules.

Trust means a trust as declared under clause 2.1 of these Nominee Terms.

1.4 Interpretation

Clause 2.1 to 2.7 ("General Principles of Interpretation") of the Operating Rules applies to these Nominee Terms.

Unless the contrary intention appears, in these Nominee Terms:

- (a) a reference to a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (b) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (c) a reference to a document (including these Nominee Terms and the Operating Rules) includes any variation or replacement of it;
- (d) the singular includes the plural and vice-versa;
- (e) the word "**law**" includes common law, principles of equity, and any law made by any parliament (and a law made by a parliament includes any regulation or other instrument under it, and any consolidation, amendment, re-enactment or replacement of it);
- (f) the word "**person**" includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (g) a reference to a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) the words "**including**", "**for example**" or "**such as**" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

2 Trust

2.1 Declaration of trust

The Depositary Nominee declares that, in respect of each CDI, it will hold all right, title and interest in the Principal Financial Products (including a fractional entitlement to additional or replacement Principal Financial Products in respect of that Principal Financial Product) transferred to, or held by, the Depositary Nominee in respect of the CDI as a trustee for the Holder of that CDI, in accordance with these Nominee Terms, subject to clause 2.2.

2.2 CDIs issued prior to the Effective Date

In respect of Principal Financial Products (including Fractional Entitlements) transferred to, or held by, the Depositary Nominee in respect of a CDI held by a

particular Holder on the Effective Date, clause 2.1 applies on and from the earliest time following the Effective Date that the CDI is subject to a Transfer or a Transmutation.

2.3 Absolute entitlements

Each Holder of a CDI has a vested and indefeasible interest in, and is absolutely entitled to, the entirety of the Principal Financial Products held by the Depositary Nominee in respect of the CDI. This entitlement shall not be subject to any claims or interests of the Depositary Nominee or any other party, other than the Depositary Nominee's interests in and entitlement to all the rights, powers and privileges conferred by or arising from its role as trustee. The Depositary Nominee has no powers under a Trust except to act in accordance with these Nominee Terms and the Operating Rules.

3 Benefit

3.1 Benefit

These Nominee Terms are executed as a deed poll. Each Holder has the benefit of, and is entitled to enforce, these Nominee Terms even though it is not a party to these Nominee Terms or is not in existence at the time these Nominee Terms are executed and delivered.

3.2 Rights independent

Each Holder may enforce its rights under these Nominee Terms independently from each other Holder and any other person.

3.3 Corporate Actions

The Depositary Nominee will deal with the benefits conferred in a Corporate Action (including a fractional entitlement to additional or replacement Principal Financial Products) in respect of a Principal Financial Product transferred to, or held by, the Depositary Nominee in respect of a CDI as a trustee for the Holder of that CDI in accordance with these Nominee Terms and the Operating Rules.

4 Rights and responsibilities

4.1 Compliance with Nominee Terms and Operating Rules

The Depositary Nominee agrees to exercise its rights and comply with its obligations under these Nominee Terms and the Operating Rules.

4.2 Extent of duties and obligations

- (a) The Depositary Nominee has no duties or obligations except those expressly set out in these Nominee Terms and the Operating Rules.
- (b) Subject to the Operating Rules, the Depositary Nominee must:
 - (i) not refuse or fail to register, or give effect to, or otherwise interfere with the processing and registration of:
 - (A) a paper-based transfer of Principal Financial Products;
 - (B) a Transfer of CDIs;
 - (C) a Transmutation of Principal Financial Products to CDIs;
 - (D) a Transmutation of CDIs to Principal Financial Products;
 - (E) a shunt from a DI register to a Principal Register; or

- (F) a shunt from a Principal Register to a DI register;
- (ii) do all things and execute all documents in relation to the Principal Financial Products and exercise all rights, powers and privileges conferred by or arising from the Principal Financial Products, in accordance with these Nominee Terms and the Operating Rules; and
- (iii) only transfer, deal with or otherwise dispose of the Principal Financial Products in accordance with these Nominee Terms and the Operating Rules.

4.3 Binding nature of relationship

Each Holder is bound by anything properly done or not done by the Depositary Nominee in accordance with these Nominee Terms and the Operating Rules.

4.4 Holders bound

Each Holder (and any person claiming through or under a Holder) is bound by, and is taken to have notice of, these Nominee Terms and the Operating Rules. Each Holder is taken to have directed and authorised the exercise by the Depositary Nominee of any of its powers in connection with a sale, divestment or other dealing with a Principal Financial Product under and in accordance with Section 13 of the Operating Rules.

4.5 Exercise of rights and compliance with obligations

The Depositary Nominee has all the powers of a natural person or corporation in connection with the exercise of its rights and compliance with its obligations under these Nominee Terms and the Operating Rules.

Subject to this clause 4, the Depositary Nominee may exercise its rights and comply with its obligations under these Nominee Terms and the Operating Rules in any manner it thinks fit.

4.6 Liability of the Depositary Nominee

Without limiting any limitation or exclusion of liability under this document, each limitation or exclusion of the liability of the Depositary Nominee under the Operating Rules applies to these Nominee Terms.

To the extent permitted by law, the Depositary Nominee will not be liable in respect of any conduct, delay, negligence or breach of duty or trust in the exercise or non-exercise of any power, nor for any loss (including consequential loss) which results, except where it arises from the Depositary Nominee acting in bad faith, or as a result of its negligence, or wilful default.

4.7 Principal Financial Products

The Depositary Nominee may determine in a manner it considers appropriate the Principal Financial Products (including a fractional entitlement to additional or replacement Principal Financial Products in respect of that Principal Financial Product) transferred to, or held by, the Depositary Nominee in respect of a CDI, by reference to any relevant registers maintained in accordance with the Operating Rules and other information, documentation or records it considers appropriate.

The Depositary Nominee may administer a Trust so that:

- (a) Principal Financial Products of a class held by the Depositary Nominee from time to time may be mixed, commingled or aggregated; and

- (b) monies received by the Depositary Nominee may be mixed or commingled by being deposited in the same bank account.

4.8 Notice of other interests

The Depositary Nominee is not required to take notice of any trust or equity or other interest affecting any CDI or rights incidental to it unless required by law.

4.9 Interests of Holders of CDIs as a whole

In administering a Trust in respect of a CDI in respect of a class of Principal Financial Products, the Depositary Nominee may have regard to the interests of the Holders of CDIs in respect of that class of Principal Financial Products as a whole.

5 Depositary Nominee's relationship with Holders

5.1 Limit on disclosure obligations

Despite any other provision in the Operating Rules and these Nominee Terms, the Depositary Nominee is not obliged to disclose information or provide documents relating to it or any other person if the Depositary Nominee reasonably believes that to do so would constitute, on the basis of written legal advice from its legal advisers, a breach of any of the following:

- (a) a duty of confidentiality;
- (b) a law;
- (c) a direction given to the Depositary Nominee or its Related Bodies Corporate by any governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House);
- (d) a requirement under its Australian financial services licence obligations or other requirement of any governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House); or
- (e) an approval, licence or other registration from or with a governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House).

5.2 No further obligations

The Depositary Nominee has no obligation, either initially or on a continuing basis:

- (a) to keep itself informed, or to inform Holders, about the performance of any CDI or Principal Financial Product, the Principal Issuer or any other person; or
- (b) to provide Holders with any information or documents with respect to a CDI, Principal Financial Product, the Principal Issuer or any other person.

5.3 Individual responsibility of Holders

Each Holder is responsible for:

- (a) making, and continuing to make, its own independent investigation of the financial condition and affairs of the Principal Issuer and the Depositary Nominee based on documents and information which it considers appropriate;

- (c) making its own appraisal of the creditworthiness of the Principal Issuer and the Depositary Nominee; and
- (d) making its own assessment and approval of the fees and costs, risks and benefits, and other characteristics and features of the Principal Financial Products and CDIs,

without relying on the Depositary Nominee (in whatever capacity) or any of its Related Bodies Corporate or on any representation made by any of them, and the Depositary Nominee will not be liable for the Holder's failure to do so.

5.4 Fees and other dealings

The Depositary Nominee, ASX Settlement and any Related Bodies Corporate of either of them may:

- (a) engage in any kind of trust or other business with each other or a Holder or the Related Bodies Corporate of any of them; and
- (b) accept fees, charges and other consideration, or indemnities, from each other, a Principal Issuer or an Approved Listing Market Operator, or the Related Bodies Corporate of any of them, for services in connection with the CDIs or Principal Financial Products or any other arrangement,

without having to account to the Holders for any income they derive in doing so.

The Depositary Nominee or ASX Settlement may from time to time publish a schedule specifying such fees and charges in connection with the Depositary Nominee acting as depositary nominee in respect of a class of Principal Financial Products, and the time by which, or period during which, the fees and charges must be paid by a Principal Issuer or other person, on [ASX Online website (<https://www.asxonline.com/>)], which may be varied or replaced.

The Depositary Nominee and its Related Bodies Corporate are released from any obligation they might otherwise have to the Holders in relation to these matters.

5.5 Conflicts of interest

Each Holder acknowledges that Related Bodies Corporate of the Depositary Nominee provide diversified listings, trading, clearing, settlement, technical and information services, technology, data and other post-trade services and other financial services. Circumstances may arise in which the Depositary Nominee or its Related Bodies Corporate may have a material interest in transactions relevant to a Holder, CDI or class of Principal Financial Product, or where a conflict of interest may arise between the interests of one Holder and those of other Holders or such counterparties.

6 Delegation and reliance on advice

6.1 Power to delegate

Without limiting its powers, duties or obligations under the Operating Rules, the Depositary Nominee may employ (as an agent or otherwise) a Third Party Provider or other persons (if any) as may be necessary for it to carry out any of its obligations under these Nominee Terms and may delegate any of its rights or obligations in its capacity as depositary nominee without notifying any person of the delegation.

The Depositary Nominee will not be liable for any acts or omissions of any Third Party Provider or other person it employs or who acts as its agent, whether under

these Nominee Terms or the Operating Rules, subject to the Depositary Nominee having acted in good faith and with due care in selecting the delegate.

6.2 Depositary Nominee may rely on communications and opinions

The Depositary Nominee may rely:

- (a) on any communication or document it believes to be genuine and correct and to have been signed or sent by the appropriate person; and
- (b) as to legal, accounting, taxation or other professional matters, on opinions and statements of any legal, accounting, taxation or professional advisers used by it.

6.3 Dispute or ambiguity

If there is any dispute, inconsistency or ambiguity in relation to any matter connected with these Nominee Terms, the Operating Rules or any transaction in respect of them, the Depositary Nominee may (but need not) do one or both of the following:

- (a) obtain and rely on advice from any person referred to in clause 6.2(b); or
- (b) apply to a court for any direction or order the Depositary Nominee considers appropriate.

As long as the Depositary Nominee is using reasonable endeavours to resolve any dispute, inconsistency or ambiguity in respect of these Nominee Terms, Operating Rules or any transaction in connection with them, the Depositary Nominee may (but need not) refuse to do anything in relation to matters affected by the dispute, inconsistency or ambiguity.

7 Depositary Nominee indemnity and limitation of liability

7.1 Indemnity

The Depositary Nominee will be held harmless and indemnified on demand out of the assets of a Trust against any liability or loss arising from, and any Costs incurred in connection with, complying with its obligations or exercising and/or enforcing its rights under these Nominee Terms or the Operating Rules in respect of that Trust.

This indemnity does not extend to any liabilities, losses or Costs to the extent that they are due to the Depositary Nominee acting in bad faith, or as a result of its negligence or wilful default.

7.2 Legal Costs

The Costs referred to in clause 7.1 include all legal Costs in accordance with any written agreement as to legal costs or, if no agreement, on whichever is the higher of a full indemnity basis or solicitor and own client basis.

These legal Costs include any legal costs which the Depositary Nominee incurs in connection with proceedings brought against it alleging bad faith, negligence or wilful default on its part in relation to the relevant Trust. However, the Depositary Nominee must repay any amount paid to it in respect of those legal Costs under clause 7.1 if, and to the extent that, a court determines that the Depositary Nominee acted in bad faith, was negligent, or wilfully defaulted in relation to the relevant Trust.

7.3 Limitation and discharge of liability of Depositary Nominee

Without limiting clause 7.5, a liability or obligation of the Depositary Nominee arising under or in connection with a Trust, including under these Nominee Terms and the Operating Rules, is strictly limited to the extent to which (and can be enforced against the Depositary Nominee only to the extent to which) the liability or obligation can be satisfied out of the aggregate amount it actually receives from the assets of the Trust to which the liability relates by the Depositary Nominee exercising its right of indemnity out of the assets of that Trust.

Payment by the Depositary Nominee of an amount equal to the amount (if any) it receives under its right of indemnity in respect of any such liability constitutes a complete discharge by the Depositary Nominee of that liability.

This limitation and discharge of the Depositary Nominee's liability does not apply to a liability to the extent that it is not satisfied because there is a reduction in the extent of the Depositary Nominee's indemnification out of the assets of the Trust either as a result of the Depositary Nominee acting in bad faith or as a result of its negligence or wilful default.

This limitation and discharge of the Depositary Nominee's liability applies despite any other provision of these Nominee Terms and the Operating Rules.

7.4 Liability must be limited and must be indemnified

The Depositary Nominee is not obliged to do or not do any thing in connection with these Nominee Terms or the Operating Rules (including enter into any contract, agreement, arrangement or transaction or incur any liability) unless:

- (a) the Depositary Nominee's liability is limited in a manner which is consistent with clause 7.3 or otherwise in a manner satisfactory to the Depositary Nominee; and
- (b) it is held harmless and indemnified on demand against any liability or loss arising from, and any Costs properly incurred in connection with, doing or not doing that thing in a manner which is consistent with clause 7.1 or otherwise in a manner satisfactory to the Depositary Nominee.

7.5 Exoneration

Neither the Depositary Nominee nor any of its directors, officers, employees, agents, attorneys is responsible or liable to any Holder:

- (a) because any person other than the Depositary Nominee (including a Principal Issuer, any Third Party Provider, any custodian or agent (including a paying agent) or any Approved Listing Market Operator) does not comply with its obligations, including under the Operating Rules, any relevant Approved Listing Market Operator's Listing Rules or with respect to any CDI or Principal Financial Product;
- (b) for the financial condition of any person other than the Depositary Nominee (including the Principal Issuer);
- (c) because any statement, representation or warranty of any person other than the Depositary Nominee is incorrect or misleading;
- (d) for any omission from or statement or information contained in any Disclosure Document provided by the Principal Issuer or any other person (other than a Financial Services Guide provided by the Depositary Nominee) or any advertisement, circular or other document issued in connection with any CDIs or Principal Financial Products;

- (e) for the effectiveness, genuineness, validity, enforceability, admissibility in evidence or sufficiency of these Nominee Terms or any document signed or delivered in connection with these Nominee Terms or any CDI or Principal Financial Product;
- (f) for acting, or not acting, in accordance with instructions of Holders;
- (g) for acting, or not acting, in good faith in reliance on:
 - (i) any communication or document that the Depositary Nominee believes to be genuine and correct and to have been signed or sent by the appropriate person; or
 - (ii) any opinion or advice of any professional advisers used by it in relation to any legal, accounting, taxation or other matters; or
- (h) for any error in the CDI Register, DI register, Principal Register, CHESSE Subregister or the Issuer Sponsored Subregister.

7.6 Exclusion of further obligations

Despite any provision of these Nominee Terms or the Operating Rules, the Depositary Nominee:

- (a) will not be under any obligations to advance or use its own funds for the payment of any costs, expenses or facilities;
- (b) has no responsibility for the performance by the Principal Issuer or any Third Party Provider of it, any Approved Listing Market Operator or any other person of their obligations under or in connection with any CDI, Principal Financial Product, Operating Rules, Approved Listing Market Operator's Listing Rules or Disclosure Document, and the Depositary Nominee will have no liability arising as a result of or in connection with any act or omission of any of them;
- (c) will have no liability arising as a result of or in connection with any act or omission of any other depositary nominee appointed under the Operating Rules; and
- (d) will have no obligations to prepare accounts or tax returns in respect of the Trusts, except as required under Tax law.

7.7 Claims against Depositary Nominee

Neither a Principal Issuer, Approved Listing Market Operator, Third Party Provider or a Holder, nor any other person, may sue the Depositary Nominee in any capacity other than as trustee of a Trust, including seeking the appointment of a receiver or a receiver and manager (except in relation to the assets of the Trust), or a liquidator, an administrator or any similar person to the Depositary Nominee, or prove in any liquidation, administration or arrangements of or affecting the Depositary Nominee (except in relation to the assets of the Trust).

7.8 Additional limitation on Depositary Nominee's liability

In no event will the Depositary Nominee be personally liable for any failure or delay in the performance of its obligations under these Nominee Terms or Operating Rules because of circumstances beyond its control including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, pandemic, epidemic, fire, riot, embargo, labour dispute, any statute, ordinance, code or other law which restricts or prohibits the Depositary Nominee from performing its obligations under these Nominee Terms or Operating Rules, the inability to obtain or the failure of equipment or the interruption of

communications or computer facilities to the extent, in each case, that these occurrences are beyond the control of the Depositary Nominee.

7.9 Set Off

The Depositary Nominee may set off or withhold any amount payable to it by a Holder against or from any amount payable by the Depositary Nominee to that Holder.

8 Cessation of appointment of Depositary Nominee and Transmutation

8.1 Ceasing to be the Depositary Nominee in respect of a class of Principal Financial Products

The appointment of the Depositary Nominee as depositary nominee in respect of a class of Principal Financial Products ceases at the time specified in clause 8.2 in the following circumstances:

- (a) where the Depositary Nominee gives at least 60 days' prior notice in writing to ASX Settlement and the Principal Issuer of that class of Principal Financial Products that it wishes to retire;
- (b) if such action is deemed necessary or advisable by the Depositary Nominee at any time because:
 - (i) the Depositary Nominee forms the view that such action may be required by, or necessary in order for it to comply with, law;
 - (ii) of a direction given to the Depositary Nominee or its Related Bodies Corporate by any governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House);
 - (iii) the Depositary Nominee considers in its discretion that this is required to comply with its Australian financial services licence obligations or any requirement of any governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House); or
 - (iv) if continuing to act as depositary nominee may require the Depositary Nominee to obtain an approval, licence or other registration from or with a governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House);
- (c) the Depositary Nominee ceases to carry on business as a professional depositary nominee; or
- (d) the Depositary Nominee becomes Insolvent.

8.2 When cessation takes effect

The cessation of the appointment of the Depositary Nominee as depositary nominee in respect of the relevant class of Principal Financial Products in accordance with clause 8.1 takes effect when a successor depositary nominee is appointed by the Principal Issuer, with the prior written consent of ASX Settlement, in respect of Principal Financial Products of that class.

The successor depositary nominee and each Holder of a CDI in respect of Financial Products of that class will have the rights and obligations among

themselves under the Operating Rules and the 'Nominee Terms' (as defined in the Operating Rules) for that successor depositary nominee.

8.3 Appointment of successor depositary nominee by the Depositary Nominee

If a successor depositary nominee in respect of Principal Financial Products of the relevant class is not appointed within 30 days of the events or circumstances referred to in any limb of paragraph (a), (b) or (c) of clause 8.1 occurring, the Depositary Nominee may appoint a successor depositary nominee in respect of that class of Principal Financial Products, with such appointment taking effect at least 60 days' following the Depositary Nominee giving notice of such appointment in writing to ASX Settlement and the Principal Issuer of that class of Principal Financial Products.

If the Depositary Nominee forms a view that it will not, using reasonable endeavours, be able to appoint a successor depositary nominee, then the Depositary Nominee may initiate a Transmutation of the CDIs to Principal Financial Products of that class.

8.4 Depositary Nominee to deliver documents

The Depositary Nominee agrees to deliver to a successor depositary nominee:

- (a) all original documents in its possession relating to the relevant Principal Financial Products and Trusts over such Principal Financial Products; and
- (b) any transfers, requests, notices of assignment or other documents to record the transfer of such Principal Financial Products (and any Fractional Entitlements) to the successor depositary nominee, which the successor depositary nominee reasonably requests.

8.5 Further steps

Without limiting clause 8.4, the Depositary Nominee agrees to do anything the successor depositary nominee reasonably asks (such as obtaining consents, and signing, producing and delivering documents including a retirement and appointment document) to give effect to the cessation or retirement and the appointment of the successor depositary nominee.

8.6 Discharge of further obligations

When a successor depositary nominee is appointed in respect of Principal Financial Products, the Depositary Nominee is discharged from any further obligation under these Nominee Terms and the Operating Rules in respect of the Principal Financial Products, any CDIs in respect of them and Holders of such CDIs. However, this discharge does not affect any accrued rights or obligations including, for the avoidance of doubt, its rights of indemnity that continue to accrue up to the date its cessation of appointment takes effect.

8.7 Transmutation

The Depositary Nominee may Transmute one or more CDIs to Principal Financial Products on behalf of a Holder where:

- (a) the Depositary Nominee forms the view that such action is deemed necessary or advisable by the Depositary Nominee at any time:
 - (i) because of any of the circumstances referred to in clause 8.1(b)(i) to (iii);

- (ii) so as to result in ownership of the Principal Financial Products not exceeding any limit under, or otherwise infringing, the Principal Issuer's constitution or any law applicable to the Depositary Nominee; or
 - (iii) because it may suffer any liability to taxation or pecuniary, fiscal or material regulatory disadvantage or any other material burden or disadvantage which it might not otherwise have suffered; or
- (b) following a request from the Depositary Nominee, the Holder of the CDI does not provide to the Depositary Nominee such proof, certificates and representations and warranties as to matters of fact, including, without limitation, as to their identity, as the Depositary Nominee may deem necessary or appropriate for the Depositary Nominee to comply with laws, its Australian financial services licence obligations or any requirement of any governmental agency or regulatory authority.

Each Holder is taken to have directed and authorised any such Transmutation.

9 General

9.1 Notices

A notice in connection with these Nominee Terms may be provided in any way permitted under the Operating Rules, including:

- (a) in the case of a Holder in respect of which a complete address is recorded in the CDI Register, to such address; and
- (b) in the case of the Depositary Nominee, to the address of the Depositary Nominee set out or referred to in the Details or any other address specified for the for the purposes of notices under these Nominee Terms on [ASX Online website (<https://www.asxonline.com/>)].

9.2 Discretion in exercising rights

The Depositary Nominee may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless these Nominee Terms expressly states otherwise.

9.3 Partial exercising of rights

If the Depositary Nominee does not exercise a right or remedy fully or at a given time, the Depositary Nominee may still exercise it later.

9.4 No liability for loss

The Depositary Nominee is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

9.5 Exclusion of indirect or other loss

Despite any other provision of these Nominee Terms or the Operating Rules, the Depositary Nominee will not be liable for: (i) indirect, consequential, speculative, punitive or special loss or (ii) loss of profit, revenue, opportunity, business, anticipated savings, goodwill and damage to reputation, or loss of any similar kind; in each case whether or not the Depositary Nominee was advised of or otherwise could have anticipated the possibility of such losses, except to the extent any such losses cannot be excluded or limited as a matter of applicable law.

9.6 Conflict of interest or duty

The Depositary Nominee's duties, obligations, rights and remedies under these Nominee Terms and the Operating Rules may be exercised even if this involves a conflict of duty or interest or the Depositary Nominee has a personal interest in their exercise.

9.7 Remedies cumulative

The rights and remedies of the Depositary Nominee under these Nominee Terms are in addition to other rights and remedies given by law independently of these Nominee Terms.

9.8 Rights and obligations are unaffected

Rights given to the Depositary Nominee under these Nominee Terms and the liabilities of the other parties under them are not affected by any law that might otherwise affect them.

9.9 Inconsistent law

To the extent permitted by law, these Nominee Terms prevail to the extent it is inconsistent with any law.

9.10 Supervening legislation

Any present or future legislation which operates to vary the obligations of the Depositary Nominee in connection with these Nominee Terms is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

9.11 Variation and replacement

These Nominee Terms may be:

- (a) varied or replaced, to the extent they apply in respect of Principal Financial Products of a class, by a resolution of 75% of votes cast by Holders of CDIs in respect of that class of Principal Financial Products who vote on a proposed resolution to vary or replace the Nominee Terms in accordance with the Operating Rules;
- (b) varied by the Depositary Nominee if:
 - (i) the Depositary Nominee reasonably considers the change will not materially adversely affect the rights of Holders of CDIs in respect of Principal Financial Products that it holds; or
 - (ii) the variation is of a formal, technical or administrative nature only,

and, in each case, with the prior written consent of ASX Settlement.

9.12 Governing law and jurisdiction

These Nominee Terms is governed by the law in force in New South Wales. The Depositary Nominee and each Holder submit to the non-exclusive jurisdiction of the courts of that place.

9.13 Serving documents

Without preventing any other method of service, any document in a court action in connection with these Nominee Terms may be served on a party by being delivered to or left at that party's address for service of notices in accordance with clause 9.

9.14 GST

Notwithstanding any other provision in these Nominee Terms, if the GST Legislation applies to any supply made or deemed to be made under or pursuant to these Nominee Terms (**Affected Supply**), then to the extent that any party to these Nominee Terms (**the Supplier**) is or becomes liable to pay GST in connection with the Affected Supply:

- (a) the Supplier may add an amount in respect of that GST to the agreed price of the Affected Supply;
- (b) any party paying consideration for the Affected Supply will pay the agreed price plus any amount charged in respect of GST; and
- (c) where required by the GST Legislation, the Supplier will issue a tax invoice which enables the person receiving the invoice, if permitted by the GST Legislation, to claim an input tax credit or refund of GST.

EXECUTED as a deed poll

Signing page

DATED: 2025

EXECUTED by **CHES DEPOSITARY
NOMINEES PTY LIMITED** in
accordance with section 127(1) of the
Corporations Act 2001 (Cth):

.....
Signature of director

.....
Signature of director/company
secretary

.....
Name of director (block letters)

.....
Name of director/company secretary
(block letters)

DRAFT