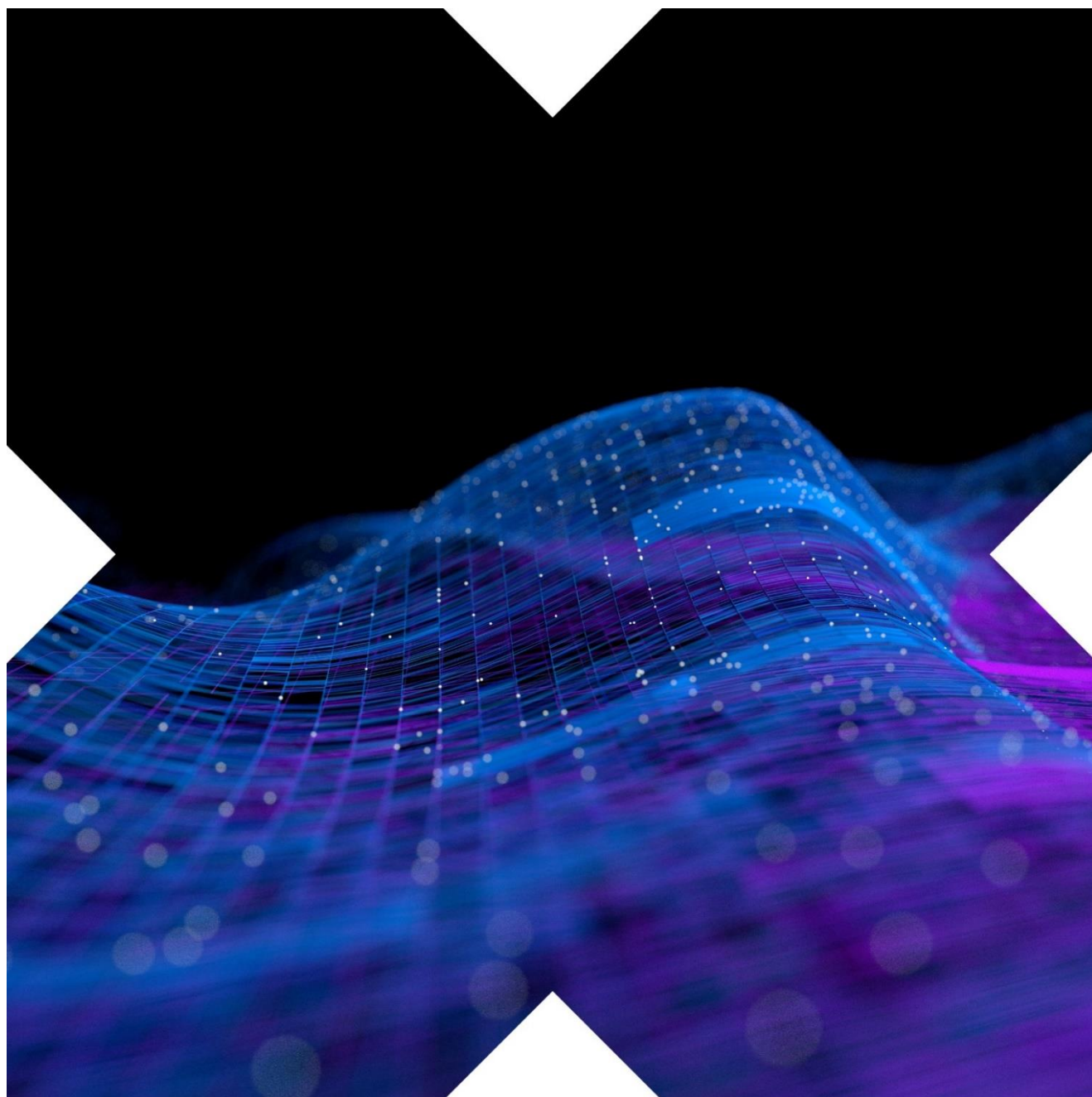


CHESS Project

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

1 October 2025



Contents

1. Response to consultation feedback	3
2. Amendments as a result of feedback	4
3. Revised AMO Contractual Terms	5
4. Next steps	5
Appendix A – Part 1: Table of substantive feedback and ASX responses – Trade Acceptance Service Legal Terms	6
Appendix A – Part 2: Trade Acceptance Service Legal Terms – Indicative Amendments	17
Appendix B – Part 1: Table of substantive feedback and ASX responses – Product Services Legal Terms	18
Appendix B – Part 2: Product Services Legal Terms – Indicative Amendments	23
Appendix C – Part 1: Table of substantive feedback and ASX responses – Operational and Technical Standards	24
Appendix C – Part 2: Operational and Technical Standards – Indicative Amendments	28

Contact:

For general enquiries, please contact
CHESSReplacement@asx.com.au

1. Response to consultation feedback

On 3 March 2025, ASX Clear Pty Limited and ASX Settlement Pty Limited (ASX or CS Entities) released a Consultation Paper titled '[CHESS Project Consultation on Release 1 \(Clearing Services\) – Amendments to AMO Contractual Terms](#)' (First Consultation) seeking feedback on proposed amendments to the:

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

collectively referred to as the AMO Contractual Terms.

The proposed amendments to the AMO Contractual Terms facilitate the implementation of Release 1 of the Clearing House Electronic Subregister System (CHESS) replacement system. The First Consultation closed on 14 April 2025 following a six-week consultation period. In response to the proposed amendments set out in the Consultation Paper, ASX received submissions from three Approved Market Operators (AMOs) (First Round AMO Submissions). Feedback received from one AMO was substantive, with the other respondents either providing more limited and targeted feedback or indicating that the proposed amendments did not give rise to any issues or unintended consequences.

Following receipt of the First Round AMO Submissions:

- (a) ASX facilitated bilateral meetings with each AMO throughout June and July 2025 to discuss the First Round AMO Submissions. During these AMO bilateral meetings, ASX discussed the First Round AMO Submissions on an anonymised basis, thus allowing all AMOs to have the benefit of hearing the submissions made by other AMOs.
- (b) Based on the feedback provided in the AMO Bilateral Meetings, ASX issued the 'Summary of AMO feedback on amendments to AMO Contractual Terms' to the AMOs on 7 July 2025 (Second Consultation). The Second Consultation represented the then negotiated position on the AMO Contractual Terms, with a marked-up version showing changes to the 3 March 2025 version. Feedback on the Second Consultation was requested to be provided to ASX by 18 July 2025. In response to the Second Consultation, ASX received submissions from three AMOs (Second Round AMO Submissions), which facilitated further amendments to the AMO Contractual Terms.
- (c) Following receipt of the responses to the Second Consultation, ASX proceeded to issue a further consultation on 18 August 2025 (Third Consultation). This consultation sought feedback only in respect of the outstanding points of negotiation at the time, which included:
 - i. the exclusion of liability provisions in both the TAS Legal Terms and Product Services Legal Terms;
 - ii. the provision of services clause in both the TAS Legal Terms and Product Services Legal Terms;
 - iii. the correction of validation errors in respect of pending trades in the AMO User Technical Documentation (UTD) and related amendments to the TAS Legal Terms;
 - iv. the trade and price submission requirements during a technical outage and the associated amendments to the OT Standards;
 - v. a new reversion clause to be included in both the TAS Legal Terms and Product Services Legal Terms; and
 - vi. amendments to the 'Term of Legal Terms' clauses in both the TAS Legal Terms and Product Services Legal Terms to clarify when the revised terms will commence.

In response to the Third Consultation, ASX received submissions from three AMOs (Third Round AMO Submissions), which facilitated the drafting of the final negotiated position for each of the AMO Contractual Terms.

In addition to the above, ASX engaged bilaterally with the AMOs where necessary and/or appropriate to understand and discuss the written feedback provided through the First, Second and Third Round AMO Submissions (AMO Bilateral Meetings). This enabled clarificatory amendments on specific drafting points and/or to provide additional information on the CHESS replacement system's functionality.

A summary of the consolidated feedback received through each of the above forms of engagement is set out in:

- (a) Appendix A – Part 1 (in respect of the TAS Legal Terms);
- (b) Appendix B – Part 1 (in respect of the Product Services Legal Terms); and
- (c) Appendix C – Part 1 (in respect of the OT Standards).

ASX notes that the feedback articulated in each of the above appendices is in respect of the implementation of Release 1 for CHESS and the five-year review only.

On 3 March 2025, ASX also released a separate but related [Consultation Paper](#) setting out proposed amendments to the Rules and Procedures to implement Release 1 of the CHESS replacement system (Rules and Procedures Consultation). On 10 July 2025, ASX released a [Response to Consultation](#) summarising the feedback received on the [Consultation on Release 1 \(Clearing Services\) – Amendments to Rules and Procedures](#).

2. Amendments as a result of feedback

Having regard to the feedback provided by the AMOs through the First, Second and Third Round AMO Submissions, and relevant AMO Bilateral Meetings, ASX proposes that the AMO Contractual Terms be adopted in the form set out in the relevant appendices to this Response to Consultation. In this regard, ASX notes that most of the changes to the AMO Contractual Terms requested by the AMOs have been accepted by ASX, including in relation to:

- (a) including new clauses confirming that AMOs will obtain and receive the Trade Acceptance Service and Product Services subject to Service Levels, standards, prices or on any other basis no less favourable to the AMO than those applicable to any other AMO;
- (b) including a confirmation that ASX will take reasonable steps to correct validation errors of trades submitted by an AMO which have been pending in accordance with the AMO UTD;
- (c) changes to the OT Standards relating to the management of ‘technical outages’;
- (d) the inclusion of a change control mechanism for the AMO UTD; and
- (e) agreement to develop and put in place an incident management playbook prior to Release 1 go-live.

In addition to the above and in light of the feedback provided by the AMOs in the First Round AMO Submissions concerning the scope of the five-year review amendments, ASX has determined that it is appropriate to:

- (a) Defer implementing the proposed amendments in the Product Services Legal Terms which concern the performance of an operational support assessment and clearing assessment (Operational Support and Clearing Assessment Amendments).

This decision has been driven by the need to ensure that the nature and scope of the proposed amendments under the AMO Contractual Terms are targeted at achieving the legal and technical aspects for Release 1 go-live and any immediate ancillary amendments which are to be made under the five-year review mechanism. Accordingly, changes related to the Operational Support and Clearing Assessment Amendments will be best facilitated through a separate and more targeted consultation with the AMOs after Release 1 go-live.

This consultation will address the feedback already provided by AMOs along with any resultant amendments to the Information Handling Standards (if required). ASX will therefore not address the below aspects of the Operational Support and Clearing Assessment Amendments which were articulated in the Consultation Paper dated 3 March 2025:

- (i) that an operational support assessment is required whenever a clearing assessment is required to be performed in respect of a financial product submitted by an AMO for the Trade Acceptance Service;
- (ii) under what circumstances ASX Clear can request additional information from the AMO to support ASX Clear performing a clearing assessment;
- (iii) that following a request to perform a clearing assessment, ASX Clear will confirm if the financial product is clearable or not clearable. If the financial product is deemed not clearable, ASX Clear will provide written reasons in support of the outcome;
- (iv) the timing for when ASX Clear will advise the AMO of the outcome of a clearing assessment. Specifically, while the existing 10 Business Day (for similar products) and 40 Business Day (for significantly different products) notification process will remain unchanged, a third limb is proposed

- to be added which distinguishes products which are fundamentally different to the terms of a product that is in an existing product set. For these fundamentally different products, the notification period will be 120 Business Days; and
- (v) that ASX Clear and/or ASX Settlement may engage the services of an external professional services provider for the purposes of assisting with clearing assessments and/or operational support assessments performed under the Product Services Legal Terms. The decision to engage an external professional services provider is subject to a reasonableness qualifier imposed on ASX Clear and ASX Settlement following the submission of a financial product by an AMO.

ASX notes that the above position was shared with each AMO during AMO Bilateral Meetings following the First Round AMO Submissions and was accepted and agreed by all AMOs except one who noted that amendments should be implemented prior to Release 1 go-live to ensure that all AMOs are subject to the same legal terms prior to Release 1 go-live and to enhance the operational support and clearing assessment arrangements. While ASX acknowledges these concerns, given the extensive feedback provided to ASX during the First Round AMO Submissions and to ensure that all stakeholders can appropriately consider and engage with the proposed changes, ASX does not support making these changes prior to Release 1 go-live. In addition, ASX notes that while ASX Limited (in its capacity as an AMO) is not currently subject to the Product Services Legal Terms, the clearing assessment and operational support assessment arrangements specified therein are in practice applied to ASX Limited. In effect, there is no substantive difference in the application of these arrangements between the respective market operators.

- (b) Proceed with the requested amendment from an AMO to remove the blackout periods in Schedule 3 to the Product Services Legal Terms, thus providing AMOs with greater certainty with respect to the timing that a clearing assessment will be performed by ASX Clear. The feedback and resulting amendments to Schedule 3 of the Product Services Legal Terms are articulated in further detail in Appendix B – Part 1, Item 3 of this Response to Consultation.

3. Revised AMO Contractual Terms

The AMO Contractual Terms amendments which ASX plans to implement for Release 1 of the CHES replacement system are set out in:

- (a) Appendix A – Part 2 (in respect of the TAS Legal Terms);
- (b) Appendix B – Part 2 (in respect of the Product Services Legal Terms); and
- (c) Appendix C – Part 2 (in respect of the OT Standards).

4. Next steps

ASX will shortly be providing a letter to each AMO which attaches the final version of the revised AMO Contractual Terms (Letter Agreement). ASX will require each AMO to countersign the Letter Agreement agreeing to be bound by the revised AMO Contractual Terms.

Following the execution of the Letter Agreement by each AMO, ASX will publish the revised AMO Contractual Terms on the ASX website in accordance with the consultation provisions in clause 31 of the TAS Legal Terms and clause 21 of the Product Services Legal Terms.

The revised AMO Contractual Terms will take effect at the time that Release 1 of the CHES replacement system goes live or such other date as notified by ASX by market notice in accordance with clause 59 of the TAS Legal Terms and clause 39 of the Product Services Legal Terms.

ASX continues to acknowledge the time and effort given by all stakeholders in considering the proposed amendments to the AMO Contractual Terms to implement the CHES Project. ASX thanks all stakeholders for their ongoing engagement in this process.

Appendix A – Part 1: Table of substantive feedback and ASX responses – Trade Acceptance Service Legal Terms

The following table summarises the substantive feedback received on the Trade Acceptance Service Legal Terms, and ASX's response:

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
1.	Access to CHES	General feedback – not specifically considered within the Consultation Paper	Clause 14	<p>Feedback was received during the First Round AMO Submissions that the current drafting creates a risk that the terms under which counterparties access CHES could eventually drift apart, due to the mechanism to expand or enhance the service under clause 14 of the TAS Legal Terms.</p> <p>Additional feedback was provided during an AMO Bilateral Meeting where the following points were raised:</p> <ul style="list-style-type: none"> (a) AMOs should be aware of requested amendments from another AMO; (b) there should be some flexibility to the timeframe for consultation supporting the requested expansion or enhancement of service; (c) if an AMO requests expanded or enhanced functionality, this should be made available to other AMOs 	<p>ASX notes that there is an existing contractual mechanism in the TAS Legal Terms which requires a public consultation for an expansion or enhancement to the Trade Acceptance Service where there is more than one recipient of that service.</p> <p>Given that more than one AMO has acquired and will continue to receive the Trade Acceptance Service, ASX feels that additional drafting in response to the feedback is not required.</p> <p>In response to the additional feedback which was provided during the AMO Bilateral Meeting, ASX notes the following (adopting the same paragraphs used in the adjacent column):</p> <ul style="list-style-type: none"> (a) Reliance should be placed on clause 14(a) of the TAS Legal Terms which requires a public consultation pursuant to clause 13. (b) Clause 13(c) provides the contractual flexibility to vary the prescribed 21-day consultation period, with such variation to be agreed between the ASX and the AMOs. (c) The requirement for a public consultation will afford other AMOs the opportunity to be made aware of the proposed expansion or enhancement of service. As such, other AMOs may then consider whether such expansion or

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				<p>once implemented for the original AMO which requested it; and</p> <p>(d) deployment timeframes for new functionality should not be hindered by other AMOs who also wish to receive the enhanced functionality.</p>	<p>enhancement may be appropriate for the service they receive.</p> <p>(d) Deployment timeframes may be varied under clause 13(d), where implementation may need to be considered on an 'AMO by AMO' basis depending on the functional and operational readiness of the particular AMO.</p>
2.	Access to CHES	Section 2.3, Appendix A Part 1	Clauses 22/23	<p>Feedback was received during the First Round AMO Submissions requesting a positive, enforceable right to service levels no less favourable than those received by other users (as well as a corresponding obligation for ASX Clear and ASX Settlement).</p> <p>Additional feedback was provided during an AMO Bilateral Meeting where the AMO requested that the proposed drafting by ASX be further expanded to import an express obligation on ASX Clear and ASX Settlement to provide the Trade Acceptance Service to all AMOs on the same basis.</p> <p>Following receipt of the Second Round AMO Submissions, further feedback was provided by an AMO which requested that the proposed amendment to clause 22 be amended so that the receipt of the Trade Acceptance Service by each AMO</p>	<p>In response to the feedback received, ASX has inserted a new clause 22 under the header of 'Provisions of Services'. The new clause will stipulate that '...an AMO will obtain and receive from each of ASX Clear and ASX Settlement the Trade Acceptance Service subject to Service Levels, standards, prices or on any other basis no less favourable to the AMO than those applicable to any other AMO.'</p> <p>ASX further notes that the new clause 22 will also include a qualifier in respect of actions which ASX Clear and/or ASX Settlement may be required to take pursuant to their statutory obligations under section 821A of the Corporations Act (e.g. obligations of a CS facility licensee to reduce systemic risk, provide services in a fair and effective way and/or comply with the RBA's Financial Stability Standards). It is expected that such actions would only be taken in very rare circumstances where deviations from the Services Levels and standards are required to ensure continued compliance with section 821A.</p>

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				<p>(including in respect of 'Service Levels, standards, prices or on any other basis') was no less favourable to the AMO than those received by any other AMO.</p> <p>No further comments were received which opposed the proposed amendments to clause 22 of the TAS Legal Terms as part of the Third Consultation.</p>	
3.	Exclusion of liability provisions	General feedback – not specifically considered within the Consultation Paper	Clauses 51, 54	<p>Feedback was received during the First Round AMO Submissions in respect of the liability provisions.</p> <p>Following receipt of the Second Round AMO Submissions, further feedback was provided by an AMO which requested several amendments to clauses 51 and 54.</p> <p>No further comments were received which opposed the proposed amendments to clauses 51 and 54 of the TAS Legal Terms following receipt of the Third Consultation.</p>	<p>In response to the feedback, ASX will make several amendments to clauses 51 and 54.</p> <p>In respect of clause 51, ASX will amend clause 51 in the form set out in Appendix A – Part 2.</p> <p>In respect of clause 54, ASX agrees to remove the requirement for an AMO to demonstrate to the reasonable satisfaction of ASX Clear and ASX Settlement that either licensee has failed to comply with Service Levels.</p>
4.	Amendment of ancillary documentation	General feedback – not specifically considered within the Consultation Paper	Clauses 55-58	<p>Feedback was received during the First Round AMO Submissions requesting a mechanism in either the AMO UTD or the AMO Contractual Terms to facilitate amendments to the FIX Specification / UTD along with the supporting consultation process.</p>	<p>ASX has included new provisions in the TAS Legal Terms which articulate the amendment process and supporting consultation for amendments which may be requested by AMOs and/or ASX Clear and ASX Settlement for ancillary documentation to the AMO Contractual Terms, including the UTD. For the avoidance of doubt, we note that these new amendment provisions are separate to the amendment provisions in the TAS Legal Terms</p>

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				Additional feedback was provided during an AMO Bilateral Meeting where the AMO requested some flexibility as to the consultation and implementation periods to be prescribed in the new clauses.	which facilitate amendments to the schedule of items (refer to clause 13) and the standards (refer to clauses 28 to 36). In response to the feedback provided during this AMO Bilateral Meeting, new clause 57 will allow for the prescribed consultation and implementation timeframes to be varied, as agreed between the parties.
6.	Amendment of 'Term of Legal Terms' clause	General feedback – not specifically considered within the Consultation Paper	Clause 59	<p>In connection with the implementation of the reversion clause (referenced below), ASX proposed to include a definition of the 'Effective Date' in the TAS Legal Terms.</p> <p>The revised drafting provides additional flexibility by enabling ASX Clear and ASX Settlement to delay the Release 1 go-live should there be some technical or other issue between the time the Legal Terms are entered into and the Release 1 go-live date which requires go-live to be delayed.</p> <p>The amendments to clause 59 were detailed in the Third Consultation. In response to the Third Consultation, ASX did not receive any comments on the amendments to clause 59.</p>	In accordance with the drafting proposed in the Third Consultation and the accompanying Third Round AMO Submissions, ASX will make several amendments to clause 59.
7.	New reversion clauses	General feedback – not specifically considered within the	(new) Clauses 67-69	Consistent with the requirement on ASX to provide a fair and effective CS facility under section 821A of the Corporations Act, ASX proposed to put in place arrangements to facilitate a reversion from the CHES replacement system to the	In accordance with the drafting proposed in the Third Consultation and the accompanying Third Round AMO Submissions, ASX will carve-out from (new) clause 68:

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
		Consultation Paper		<p>existing CHES system on the day of go-live (Pre CHES Project TAS Legal Arrangements) in the event of a technical or other issue which is not capable of being fixed intra-day.</p> <p>ASX therefore proposed to include a contractual mechanism in the TAS Legal Terms to give effect to these arrangements. ASX notes that the drafting:</p> <ul style="list-style-type: none"> • is a time limited provision capable of being exercised by ASX only on the Effective Date of the revised TAS Legal Terms; • is subject to the requirement that ASX acts 'reasonably' when determining to revert to the existing legal terms and arrangements having regards to its obligation to provide the Trade Acceptance Service and/or operate a fair and effective CS facility, in accordance with section 821A of the Corporations Act. <p>Feedback received during the Third Round AMO Submissions noted that in the event ASX exercised the reversion to the existing CHES system, the amendments agreed to be made to the TAS Legal Terms to implement Release 1 of the CHES replacement system should be retained to</p>	<p>(a) clauses 51 and 54 (Exclusions of liability) – this will be reflected in a new paragraph (a) and (b) to clause 68; and</p> <p>(b) such other clauses that are not in respect of: (i) the arrangements relating to the technical connectivity between the AMO and ASX Clear and ASX Settlement; and/or (ii) the functionality of Release 1 of the CHES replacement system – this will be reflected in a new paragraph (c) to clause 68.</p> <p>In respect of the feedback relating to the continued application of clause 22 and 23 (Service of comparable quality), ASX notes that as a result of there being different technical (connectivity) arrangements between ASX Clear and ASX Settlement, and non-ASX affiliated AMOs and ASX Limited (in its capacity as an AMO) (respectively), it is necessary for existing clauses 22 and 23 of the Pre CHES Project TAS Legal Arrangements to continue to apply in the event of a reversion. The continued application of clauses 22 and 23 will be reflected in an amendment to the first part of clause 68 which will expressly confirm that clauses 22 and 23 of the existing Pre CHES Project TAS Legal Arrangements will apply following the commencement of the reversion.</p>

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				the greatest extent possible, including all changes proposed to be made to the TAS Legal Terms other than those relating to the technical connectivity arrangements between the AMO and ASX Clear and ASX Settlement. In particular, reference was made to clauses 51 and 54 (Exclusions of liability) and clauses 22 and 23 (Service of comparable quality). This feedback was reiterated in subsequent bilateral engagements with an AMO.	
8.	Resolution of Pending Trades	General feedback – not specifically considered within the Consultation Paper	Schedule 2, part (b) 'Processing'	<p>Feedback was received in bilateral engagements with an AMO following the Second Consultation which stated that in circumstances where trades are pending, ASX Clear and ASX Settlement should confirm that they will take steps to resolve the issue that led to the trade being pending where such trades are capable of being rectified.</p> <p>In response to this feedback, the Third Consultation included a proposed confirmation (Note 3) in Schedule 2, part (b) 'Processing' of the TAS Legal Terms confirming that ASX Clear and ASX Settlement will take reasonable steps to correct validation errors of pending trades where these are capable of being rectified by ASX Clear and ASX Settlement.</p>	In accordance with the drafting proposed in the Third Consultation and the accompanying Third Round AMO Submissions, ASX will make several amendments to Schedule 2, part (b) 'Processing'.

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				No further comments were received which opposed the proposed amendments to Schedule 2, part (b) 'Processing' of the TAS Legal Terms following receipt of the Third Consultation.	
9.	Encryption protocols	General feedback – not specifically considered within the Consultation Paper	No specific section identified in AMO feedback	Feedback was received during the First Round AMO Submissions requesting clarification that the encryption protocols will either apply equally to all market operators (including ASX Limited) or not at all.	ASX confirms that from the commencement of Release 1, all AMOs will be subject to the same encryption protocol. This is further reflective of the commitment by ASX Clear and ASX Settlement to provide access to the Trade Acceptance Service on commercial, transparent and non-discriminatory terms.
10.	Nature of Service	General feedback – not specifically considered within the Consultation Paper	No specific section identified in AMO feedback	<p>Feedback was received during the First Round AMO Submissions which asserted that the conjoined nature of the separately licensed services operated by ASX Clear and ASX Settlement results in a lack of clarity as to what entity is providing the service and what the service may be.</p> <p>Additional feedback was provided during an AMO Bilateral Meeting where the AMO requested that references to ASX Clear and ASX Settlement be separated throughout the AMO Contractual Terms.</p> <p>Following receipt of the Second Round AMO Submissions, further feedback was provided by an AMO which reasserted its</p>	<p>ASX is concerned to use terminology that is consistent with the Corporations Act and ASX's CS Facility Licences.</p> <p>In response to the feedback provided by the AMO regarding the separation of references to ASX Clear and ASX Settlement, ASX re-emphasises its preference to use terminology consistent with the Corporations Act and ASX's CS Facility Licences.</p>

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				original view for identification of which ASX entity is providing services under the AMO Contractual Terms.	
11.	Pending Trade functionality	General feedback – not specifically considered within the Consultation Paper	No specific section identified in AMO feedback	Feedback was received seeking clarification on the legal status of the new ‘pending’ trade functionality under the ASX Clear Operating Rules (ASX COR).	<p>The new pending trade functionality is an enhancement to the trade validation process and provides the ability for a trade’s underlying reference data (not the trade itself) to be amended, reprocessed and subsequently accepted. A trade will be pending where it falls within one of the validation (processing) scenarios specified in section 3.3.2 of the AMO UTD. All validation scenarios in the UTD contemplate trades which include incorrect reference data (e.g. Buyer/Seller does not have an ‘Active role’ as a Clearing member). Consistent with the existing CHES system, every trade submitted by an AMO will be processed on that day.</p> <p>In the existing CHES system, all trades that fail validation are rejected. While this will not change in the CHES replacement system, the new pending trade functionality will provide AMOs with greater visibility on the trade validation process by providing visibility on the reasons a trade has been ‘pending’, and, due to the ability for reference data errors to be corrected by ASX or AMOs, will reduce the circumstances under which trades are rejected. In this regard, the new pending trade functionality is not changing the ASX CORs relating to novation or registration, including the circumstances and time that trades will be novated and registered, or the arrangements relating to the treatment of trades of participants where the participant has committed an event of default – the new pending trade functionality is an enhancement to the existing trade processing (validation) functionality only.</p>

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
					<p>To provide additional clarity on the new pending trade functionality in the AMO Contractual Terms and related documentation, ASX has:</p> <ul style="list-style-type: none"> (a) amended the TAS Legal Terms – Schedule 2, to include an express confirmation that pending trades will be ‘processed’ (‘accepted’ or ‘rejected’) on the Business Day they are submitted; (b) included a new confirmation in Schedule 2 of the TAS Legal Terms confirming that ASX Clear and ASX Settlement will take reasonable steps to correct validation errors of trades submitted by an AMO which have been pending in accordance with section 3.3 of the AMO UTD where such validation errors are capable of being rectified by ASX Clear and ASX Settlement on the Business Day the trade is submitted; and (c) provided additional clarity in the AMO UTD regarding the circumstances under which a trade will be ‘pending’. ASX notes that on 2 July 2025, an update to the AMO UTD including this additional detail was published.
12.	Mapping of Clearing Participant IDs	General feedback – not specifically considered within the Consultation Paper	No specific section identified in AMO feedback	Feedback was received from an AMO as part of the response to the Rules and Procedures Consultation that the changes proposed to ASX COR 12.2.1 that remove the requirement that a Clearing Participant’s ID (PID) be included in the particulars of a Cash Market Transaction notified to ASX by an AMO should be clarified. Specifically, feedback noted that	<p>ASX considers it is appropriate to clarify the basis for no longer requiring the (clearing) delivering – (clearing) receiving PID to be included in the particulars of a Cash Market Transaction, and why ASX considers that no change is required to the activities for which it accepts responsibility.</p> <p>Currently, ASX COR 12.2.1 provides that ASX Clear will novate a Cash Market Transaction where the delivering PID and receiving PID specified in the particulars of the Cash Market Transaction submitted to ASX Clear relate to two different entities (see ASX</p>

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				<p>ASX should clarify the circumstances in which ASX 'maps' the Clearing Participants' PID to the Trading Participants' ID, and the responsibilities ASX Clear accepts for this activity. <i>Note: This feedback is shared due to its relevance to AMOs, rather than due to any change to the AMO Contractual Terms.</i></p>	<p>COR 12.2.1). This reflects existing CHES system functionality where a trade that is submitted may specify the Clearing Participant through whom the trade should be cleared.</p> <p>In the CHES replacement system, ASX Clear will continue to novate a Cash Market Transaction where the delivering PID and receiving PID relate to two different entities, however AMOs will not be required to provide the delivering or receiving PID in the particulars (details) of a Cash Market Transaction on the basis that the CHES replacement system does not provide the functionality for a Trading Participant ID to be linked with more than one clearer. As a result of this change in functionality:</p> <ul style="list-style-type: none"> • (for existing Trading Participants) trades submitted to the CS Entities will be cleared by the Clearing Participant advised to ASX Clear by the Trading Participant and which is recorded in the reference data maintained in CHES replacement system. Consistent with existing arrangements, in the event a Trading Participant wishes to change their Clearing Participant, the Trading Participant will advise ASX Clear of such a change and the reference data maintained in CHES will be updated accordingly; and • (for new Trading/Clearing Participants) the Trading Participant–Clearing Participant relationship will be advised to ASX Clear by the Trading Participant at the point in time that a new Trading Participant ID is created, <p>in each case, and consistent with the functionality of current CHES, the reference data maintained in the CHES replacement system will be provided to ASX Clear, rather than ASX Clear determining this relationship itself.</p>

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
					<p>In the event an AMO includes the delivering or receiving PID in the particulars of a Cash Market Transaction and this information is inconsistent with the Trading Participant–Clearing Participant relationship recorded in the CHES replacement system, the Cash Market Transaction will be ‘pending’ and subject to the validation arrangements as set out in the TAS Legal Terms and related documentation.</p> <p>ASX Clear notes that all activities undertaken by it under the ASX COR will continue to be subject to the liability provisions specified in ASX COR 1.10.1.</p>
13.	Nature of Service	General feedback – not specifically considered within the Consultation Paper	No specific section identified in AMO feedback	Due to the ‘onerous’ changes proposed to the clearability assessment changes, trade registration should incorporate the scope for AMOs to register trades for products that may not be cleared, but rather ‘registered for settlement’.	<p>Should AMOs wish to receive settlement only functionality as part of the Trade Acceptance Service, ASX could consider this service enhancement post-Release 1.</p> <p>AMOs may apply to ASX Settlement to become an Approved Listing Market Operator (ALMO), which provides market operators access to the Settlement Facilitation Service, in addition to acting as an AMO.</p>

Appendix A – Part 2: Trade Acceptance Service Legal Terms – Indicative Amendments

The indicative amendments to the Trade Acceptance Service Legal Terms are outlined below in mark-up. Text in **red** is planned to be added, and text in **red strike-through** is planned to be deleted.

Trade Acceptance Service Legal Terms

ASX Clear Pty Limited and ASX Settlement Pty Limited

[20 April 2026]



The object of these Legal Terms

- 1 ASX Clear Pty Limited (**ASX Clear**) and ASX Settlement Pty Limited (**ASX Settlement**) operate licensed clearing and settlement facilities (**CS facility**).
- 2 Under section 795B of the Corporations Act 2001 (**Cth**) (**Corporations Act**), the relevant Minister may grant an applicant an Australian market licence if the Minister is satisfied of a number of things, including that the applicant has adequate clearing and settlement arrangements for transactions effected through the trade facility to be operated by it.
- 3 Under the operating rules of ASX Clear and ASX Settlement an Australian market licence holder (or an applicant for an Australian market licence) can apply to become an Approved Market Operator (**AMO**).
- 4 ASX Clear and ASX Settlement provide clearing and settlement arrangements which include services to AMOs and to parties to transactions in relation to CHESS-eligible financial products.
- 5 There are two categories of service relating to clearing and settlement of financial products transactions:
 - (a) a service to be provided by a CS facility licence holder to AMOs, being the acceptance of transactions effected through that AMO for clearing and settlement in the CS facility (**trade acceptance service**).
 - (b) a service provided to participants of the CS facility, being post-trade processing of transactions effected in accordance with the rules of an AMO (**clearing and settlement service**).
- 6 These Legal Terms govern the provision of a trade acceptance service to AMOs. They do not govern the provision of a clearing and settlement service to the parties to a financial product transaction effected through, or reported to, an AMO. The provision of a clearing and settlement service in respect of a financial product transaction accepted by ASX Clear and ASX Settlement under the trade

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

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

Binding nature of Legal Terms

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

The trade acceptance service

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

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

- (a) ASX Clear and ASX Settlement will publish on the ASX website a draft updated schedule of items comprising the trade acceptance service and provide written notice of the draft updated schedule of items to any AMO which has acquired a trade acceptance service.
 - (b) Following notice of the draft updated schedule of items ASX Clear and ASX Settlement will consult in good faith with any AMO which has acquired a trade acceptance service about the content of the draft updated schedule of items and the time frame for its implementation.
 - (c) The consultation period will be 21 days from the date of publication of the draft updated schedule of items unless another consultation period has been agreed to with each AMO which has acquired a trade acceptance service.
 - (d) Following the consultation period, ASX Clear and ASX Settlement will publish on the ASX website a final updated schedule of items and the date those items will come into effect (**Implementation Date**) and provide written notice of those items to any AMO which has acquired a trade acceptance service. The Implementation Date will be at least 90 days from the publishing of the final updated schedule of items, unless another date has been agreed to with each AMO which has acquired a trade acceptance service.
- 14 If an AMO, in good faith and acting reasonably, requests an expansion or enhancement of the service which requires an amendment to the schedule of items comprising the trade acceptance service, ASX Clear and ASX Settlement will, acting reasonably and in good faith, consult with the AMO

in respect of the AMO's proposed expansion or enhancement and consequent amendment to the schedule of items.

- (a) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, they will, to the extent that there are any other AMOs which have acquired a trade acceptance service, implement the notice and consultation process set out in clause 13.
 - (b) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, but no other AMO has acquired the trade acceptance service, the expansion or enhancement and consequent amendment will be implemented as agreed by ASX Clear, ASX Settlement and the AMO.
- 15 Should ASX Clear and ASX Settlement agree to expand or enhance the trade acceptance service, the AMO requesting such expansion or enhancement and consequent amendment to the schedule of items comprising the trade acceptance service must make a monetary contribution towards the capital cost of such expansion or enhancement to ASX Clear or ASX Settlement (as specified by ASX Clear and ASX Settlement), in an amount to be agreed between that AMO and ASX Clear and ASX Settlement.
- 16 If no agreement as to the amount of the monetary contribution to ASX Clear or ASX Settlement can be reached, ASX Clear and ASX Settlement are not obliged to provide that expansion or enhancement or implement the consequent amendment to the schedule of items.
- 17 Clause 13 does not apply if any regulatory authority directs that ASX Clear and ASX Settlement must change the schedule of items, or if ASX Clear and ASX Settlement consider, in good faith and acting reasonably but otherwise in their absolute discretion, that a change is required to comply with ASX Clear's or ASX Settlement's licence obligations.

- ASX Clear and ASX Settlement will notify the AMO as soon as practicable of such a change.
- 18 An AMO may request that ASX Clear and ASX Settlement provide a trade acceptance service by lodging an application for that service with ASX Clear and ASX Settlement. The application must be in the form prescribed by ASX Clear and ASX Settlement from time to time.
- 19 The trade acceptance service will be provided to the AMO for the period (**contract period**) commencing on the date specified in the application form and ending on the earlier of:
- (a) the last day of the service term for a trade acceptance service nominated by the AMO in its application form (or in correspondence accompanying its application form); and
 - (b) the termination date of these Legal Terms as determined under clause ~~56~~59.
- costs (towards staff and occupancy costs); plus
- (ii) equipment costs (towards the cost of technology and other equipment related support and maintenance services).
- 21 If ASX Clear and ASX Settlement are providing a trade acceptance service to two or more AMOs, ASX Clear and ASX Settlement will adjust the amount paid or payable by each AMO under clause 20(b)(ii) on an equitable basis. The manner in which the service fee is adjusted will be set out in the ASX Clearing, & Settlement and Issuer Administration Services Schedule of Fees (or any successor document), as applies at that time.

Pricing

- 20 As a condition of obtaining and continuing to receive a trade acceptance service, an AMO acquiring a trade acceptance service must pay to, or as directed by, ASX Clear and ASX Settlement, the relevant amounts set out in the ASX Clearing, & Settlement and Issuer Administration Services Schedule of Fees (or any successor document), as applies at that time, for the following fees:
- (a) an application fee to be paid on lodgement of the application to receive a trade acceptance service;
 - (b) a service fee for a 12 month period, paid annually in advance, to be paid on a pro rata basis on the commencement date specified in the application form and at the commencement of each financial year during the contract period. The service fee is calculated by reference to limited categories of costs incurred in providing the trade acceptance service as follows:
 - (i) ongoing resourcing
- Service of comparable quality
Provision of Services
- ~~22 Subject to section 821A of the Corporations Act, an AMO will obtain and receive from each of ASX Clear and ASX Settlement the trade acceptance service subject to Service Levels, standards, prices or on any other basis no less favourable to the AMO than those applicable to any other AMO.~~
- ~~22 ASX Clear and ASX Settlement will provide to AMOs a service of comparable quality to that provided to ASX Limited.~~
- ~~23 For the purposes of clause 22, a service of comparable quality is provided where any difference between the trade acceptance service provided to an AMO and the service provided to ASX Limited results solely from any differences in the means by which those services are delivered. These means include, without limitation, the technical and operational systems and software which support the delivery of the services.~~

Clearing and settlement service

- ~~24~~23 ASX Clear and ASX Settlement will provide clearing and settlement services to participants of ASX Clear

and ASX Settlement for transactions effected through, or reported to, an AMO acquiring the trade acceptance service in accordance with applicable laws, operating rules and procedures.

~~2524~~ ASX Clear and ASX Settlement will not discriminate, when providing clearing and settlement services to clearing and settlement participants, on the basis of whether a trade has been effected through, or reported to ~~ASX (ASX trade) or has been effected through or reported to a particular AMO (AMO trade).~~ Without limiting this clause ~~2524~~:

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

one AMO is the same as the financial product, the basis of quotation and the settlement date of ~~an AMO trade one or more trades that are effected through or reported to other AMOs, the AMO trade and the ASX trade~~ trades will be able to be netted for settlement under the operating rules of ASX Clear and ASX Settlement.

No changes without consent

~~2625~~ Subject to clauses 13 to 17, ~~clause 26A, clauses 32-31 to 3635, and clauses 58-61 and 5962,~~ ASX Clear and ASX Settlement will not, during the term of these Legal Terms, change the terms and conditions on which they supply a trade acceptance service, except by consent.

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

Service levels

~~2726~~ ASX Clear and ASX Settlement will comply with the service levels set out in Schedule 2 (Service Levels).

Safeguards

~~2827~~ If ASX Clear or ASX Settlement acquire actual knowledge of competitively sensitive information in the course of providing the trade acceptance service under these Legal Terms, they will implement as an

operational standard promulgated under these Legal Terms, appropriate safeguards (to be determined in their absolute discretion) to protect that information from disclosure to ~~ASX Limited~~ another AMO.

Standards

~~29~~28 ASX Clear and ASX Settlement may, from time to time, promulgate:

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

~~30~~29 ASX Clear and ASX Settlement will publish on the ASX website any applicable standards at the time of these Legal Terms coming into effect.

~~34~~30 ASX Clear and ASX Settlement will not, subject to ~~clause 26A and~~ clauses ~~32-31~~ to ~~36-35~~ amend the applicable standards.

~~32~~31 ASX Clear and ASX Settlement may amend the applicable standards where ASX Clear and ASX Settlement reasonably consider that a change is necessary in order to give effect to a proposed change in the clearing and settlement services that ASX Clear and ASX Settlement provide to clearing and settlement participants. If ASX Clear and ASX Settlement propose to amend the standards:

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

(d) Following the consultation period, ASX Clear and ASX Settlement will publish on the ASX website final updated standards and the date those standards will come into effect (**Implementation Date**) and provide written notice of those items to any AMO which has acquired a trade acceptance service.

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

~~33~~32 If an AMO, in good faith and acting reasonably, requests an expansion or enhancement of the service which requires an amendment to the standards, ASX Clear and ASX Settlement will in good faith and acting reasonably, consult with the AMO in respect of the AMO's proposed expansion or enhancement and consequent amendment to the standards.

- (a) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, they will, to the extent that there are any other AMOs which have acquired a trade acceptance service, implement the notice and consultation process set out in clause ~~32~~31.
- (b) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, but no other AMO has acquired the trade acceptance service, the expansion and enhancement and consequent amendment will be implemented as agreed by ASX Clear, ASX Settlement and the AMO.

~~34~~33 Should ASX Clear and ASX Settlement agree to expand or enhance the trade acceptance service, the AMO requesting such expansion or enhancement and consequent amendment to the standards must make a monetary contribution towards

the capital cost of such expansion or enhancement to ASX Clear or ASX Settlement (as specified by ASX Clear and ASX Settlement), in an amount to be agreed between that AMO and ASX Clear and ASX Settlement.

3534 If no agreement as to the amount of the monetary contribution to ASX Clear or ASX Settlement can be reached, ASX Clear and ASX Settlement are not obliged to provide that expansion or enhancement or implement the consequent amendment to the standards.

3635 Clause ~~32-31~~ does not apply if any regulatory authority directs that ASX Clear and ASX Settlement must change the applicable standards, or if ASX Clear and ASX Settlement consider, in good faith and acting reasonably but otherwise in their absolute discretion, that a change is required to comply with ASX Clear's or ASX Settlement's licence obligations. ASX Clear and ASX Settlement will notify the AMO as soon as practicable of such a change.

3736 As a condition of obtaining and continuing to receive the trade acceptance service, AMOs must comply with the standards as they are published from time to time. To the extent of any inconsistency between these Legal Terms and the standards, these Legal Terms will prevail.

Reporting obligations

3837 AMOs acquiring the trade acceptance service must:

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

the grounds for their belief in any request for information.

Remedies for failure to comply

3938 If an AMO that has acquired the trade acceptance service fails to comply with any provision of these Legal Terms, and ASX Clear and ASX Settlement consider (acting reasonably) that failure to be material, ASX Clear and ASX Settlement will first notify the RBA and ASIC and subsequently may, in their absolute discretion, either:

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

4039 In considering whether a failure to comply is material, ASX Clear and ASX Settlement may in their absolute discretion, have regard to their respective licence obligations and the objectives set out in s760A of the Corporations Act.

4140 Without limiting the previous clauses of these Legal Terms there is a material failure to comply with a provision of these Legal Terms if:

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

4241 Except in circumstances where ASX Clear and ASX Settlement consider that continuing to provide the trade acceptance service contravenes any legal or licence obligation of ASX Clear and / or ASX Settlement, ASX Clear and ASX Settlement will provide an AMO with **20-60** business days' notice of a decision to suspend the provision of the trade acceptance service or to terminate the right of the AMO to acquire the trade acceptance service or such other notice period that has been agreed to between the AMO, ASX Clear and ASX Settlement (acting reasonably). Notice of any suspension or termination will be provided to the RBA and ASIC.

Dispute resolution

4342 If a dispute arises between ASX Clear or ASX Settlement and an AMO that has acquired a trade acceptance service concerning any aspect of these Legal Terms or their operation, other than one that is the subject of an absolute discretion of ASX Clear or ASX Settlement, either party may deliver to the other party a written notice which identifies the dispute (**Notice of Dispute**). The parties must then negotiate in good faith to resolve the dispute.

4443 If after 30 days following receipt of the Notice of Dispute commercial negotiation fails to resolve the dispute, either party may refer the dispute to binding arbitration by a single arbitrator by written notice to the other party (**Arbitration Notice**).

4544 The arbitrator must be a person agreed by the parties. However, if the parties fail to agree on the arbitrator within 14 days after the Arbitration Notice was delivered, the arbitrator will be the person nominated, at the request of either party, by the **PresidentChair** of the **Resolution Institute of Arbitrators & Mediators Australia** or his or her nominee.

4645 Except where they are inconsistent with the provisions of these Legal Terms, the **rulesArbitration Rules** published **in 2014** by the **Resolution Institute of Arbitrators & Mediators Australia** **entitled the IAMA Arbitration Rules** will govern the conduct of any arbitration conducted under these

Legal Terms.

4746 The arbitrator must have regard to and take into account as fundamental elements the following matters in resolving the dispute:

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

4847 Subject to clause **49-48** an arbitration will be private and the result of the arbitration will not be published.

4948 The result of an arbitration will be provided to the RBA and ASIC on condition that they keep the results confidential subject to any statutory reporting obligation.

5049 The parties must bear their own costs of the arbitration, including the costs of any representatives.

5150 The cost of the arbitrator and the costs of any facilities used for the arbitration shall be borne equally by both parties.

Exclusions of liability

5251 Subject to clause **5554**, neither ASX Clear nor ASX Settlement are liable for any direct or indirect loss however caused ~~(including, but not limited to, by the negligence of ASX Clear or ASX Settlement)~~, suffered or incurred by an AMO that has acquired a trade acceptance service or arising out of or in connection with the relationship established by these Legal Terms.

5352 No AMO is liable for any direct or indirect loss however caused (including, but not limited to, by the negligence of that AMO), suffered or incurred by ASX Clear or ASX Settlement through the supply of a trade acceptance service to that AMO or arising out of or in connection with the relationship established by these Legal Terms.

~~5453~~ As a condition of obtaining and continuing to receive the trade acceptance service, an AMO that has acquired a trade acceptance service may make no claim against ASX Clear or ASX Settlement with respect to any liability arising out of the provision by ASX Clear or ASX Settlement of a clearing and settlement service to a party to a transaction effected through, or reported to, a trade facility operated by that AMO.

~~5554~~ ~~If an AMO demonstrates to the reasonable satisfaction of ASX Clear and ASX Settlement that~~ If ASX Clear and ASX Settlement have failed to comply with the Service Levels, ASX Clear and ASX Settlement will, subject to the following sentence, pay to that AMO a sum of \$2000 in respect of each day the Service Levels have not been complied with as that AMO's sole and exclusive remedy in respect of such failure. The aggregate liability of ASX Clear and ASX Settlement to an AMO under this clause ~~55-54~~ in any year is limited to the amount of the service fee for a 12 month period paid by that AMO in that year, net of the adjustment made under clause 21 (if any).

Variation of Ancillary Supporting Documentation

~~55~~ ASX Clear and ASX Settlement may amend any ancillary supporting documentation to these Legal Terms, including without limitation, the AMO User Technical Documentation, where:

- (a) ASX Clear and ASX Settlement reasonably considers that a change is required; and/or
- (b) where an AMO reasonably considers that a change is required.

In both instances, any requested amendments will be consulted on pursuant to clauses 56 and 57 of these Legal Terms.

~~56~~ Where an amendment is proposed to an ancillary supporting document to these Legal Terms, ASX Clear and ASX Settlement will publish the updated document on the ASX website and provide written notice of the draft updated document to each

AMO.

~~57~~ Following the provision of the notice contemplated in clause 56, ASX Clear and ASX Settlement will consult in good faith for a period of 10 Business Days (unless another consultation period has been agreed to with each AMO which has acquired the trade acceptance service) as to the nature and scope of the proposed amendments. Following the consultation period, ASX Clear and ASX Settlement will then publish the final updated version of the ancillary supporting document with an Implementation Date of 10 Business Days (unless an alternative Implementation Date is agreed to between ASX Clear and ASX Settlement and the AMOs). A final notice will be provided to each AMO which has acquired the trade acceptance service confirming the Implementation Date.

~~58~~ Nothing in clauses 55 to 57 impact the consultation process in:

- (a) clause 13, which facilitates amendments to the schedule of items; or
- (b) clauses 28 to 36, which facilitate amendments to the standards.

Term of Legal Terms

~~5659~~ Unless terminated earlier under the review provisions in these Legal Terms, ~~(which includes, without limitation, clause 26A)~~ these Legal Terms will replace the Trade Acceptance Service Legal Terms effective from 31 October 2021 and operate for the period of 5 years commencing on ~~31 October 2021~~ ~~[day month]~~ ~~[20 April 2026]~~ or such other date as notified by ASX Clear and ASX Settlement by Market Notice (the Effective Date).

Review

~~5760~~ Twelve months prior to the expiry of these Legal Terms a review of the Legal Terms will be carried out and published by ASX Clear and ASX Settlement within six months from the commencement of the review.

~~5861~~ A review will be carried out and published by ASX Clear and ASX

Settlement if:

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

~~59~~62 ASX Clear and ASX Settlement will, in good faith and acting reasonably, consult with each AMO which is acquiring a trade acceptance service as part of the review.

Transitional arrangements

~~60~~63 If an AMO requests, that AMO and ASX Clear and ASX Settlement will develop in consultation with each other and subsequently implement a plan for the orderly termination of the Legal Terms or the transitioned end of the delivery of the trade acceptance service to the AMO (**Transition Plan**).

~~64~~64 An AMO requesting the development of a Transition Plan will reimburse reasonable costs and expenses incurred by ASX Clear and ASX Settlement in developing and implementing the Transition Plan.

Governing law

~~62~~65 These Legal Terms are governed by the laws of New South Wales, Australia.

~~63~~ ASX Clear, ASX Settlement and any AMO that acquires a trade acceptance service irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

~~66~~ _____

Reversion

~~67~~ Notwithstanding any other provision of these Legal Terms (the 'CHES Project TAS Legal Terms'), ASX Clear and ASX Settlement may determine on the Effective Date of the CHES Project TAS Legal Terms to revert to and apply the legal terms and arrangements that apply to the AMO in

force immediately prior to the CHES Project Release 1 go-live date (the 'Pre CHES Project TAS Legal Arrangements'). Such a determination is subject to the requirement that:

(a) ASX Clear and ASX Settlement are satisfied, acting reasonably, that it is necessary or desirable to revert to the Pre CHES Project TAS Legal Arrangements in order for ASX Clear and ASX Settlement to provide:

- (i) the Trade Acceptance Service; and/or
- (ii) operate a fair and effective CS facility,

in accordance with section 821A of the Corporations Act; and

(b) ASX Clear and ASX Settlement must provide notice to the AMO prior to the Pre CHES Project TAS Legal Arrangements taking effect. ASX Clear and ASX Settlement will endeavour to provide written notice to the AMO however may provide notice verbally should the circumstances reasonably require.

~~68~~ Upon notice of a reversion to the Pre CHES Project TAS Legal Arrangements being provided to the AMO pursuant to clause 67, the Trade Acceptance Service shall be governed by the Pre CHES Project TAS Legal Arrangements, including clauses 22 and 23 of those Arrangements, with immediate effect as if the CHES Project TAS Legal Terms had not applied, save as for the following:

(a) clause 51 of the CHES Project TAS Legal Terms shall replace clause 52 (or its equivalent) of the Pre CHES Project TAS Legal Arrangements;

(b) clause 54 of the CHES Project TAS Legal Terms shall replace clause 55 (or its equivalent) of the Pre CHES Project TAS Legal Arrangements; and

(c) such other clauses that are not in respect of: (i) the arrangements relating to the technical connectivity between the AMO and ASX Clear and

ASX Settlement; and/or (ii) the
functionality of Release 1 of the
CHESS Project.

6469 Notwithstanding clause 68, following a
reversion to the Pre CHESS Project
TAS Legal Arrangements, ASX Clear
and ASX Settlement will provide the
AMO with reasonable notice before
the CHESS Project TAS Legal Terms
take effect.

Schedule 1

Description of the items of the service (clause 11)

A trade acceptance service comprises the following items:

1. Trade Acceptance	
Description	CHESS Message
Trade acceptance <u>is</u> effected by <u>ASX Clear and ASX Settlement via</u> electronic messages as follows:	
(a) Trade Acceptance: (TradeCaptureReportAck): Trades submitted by an AMO <u>using a TradeCaptureReport (AE) message</u> that have been accepted by ASX Clear and ASX Settlement will be confirmed back to the AMO through CHESS via a <u>TradeCaptureReportAck (AR) response message with value of '0' (0 = Accepted) for field 939TrdRptStatus.</u>	<u>484FIX AR</u>
(b) Trade Rejection: (TradeCaptureReportAck): Trades submitted by an AMO <u>using a TradeCaptureReport (AE) message</u> that have been rejected by ASX Clear and ASX Settlement will be notified back to the AMO through CHESS via a <u>TradeCaptureReportAck (AR) response message with value of '1' (1 = Rejected) for field 939 TrdRptStatus.</u>	<u>548FIX AR</u>
(c) Trade Cancellation: (TradeCaptureReportAck): Trades submitted by an AMO that have been cancelled by the AMO (by the submission of a new trade message to CHESS) and have been accepted by ASX Clear and ASX Settlement will be notified back to the AMO through CHESS via a <u>TradeCaptureReportAck (AR) response message with value of '1' (1 = Cancel) for field 487 TradeReportTransType and value of '0' (0 = accepted) for field 939 TrdRptStatus.</u>	<u>484FIX AR</u>
(d) Trade Removal: (TradeCaptureReportAck): Trades submitted by an AMO that have been initially accepted and then subsequently removed by ASX Clear and ASX Settlement will be notified back to the AMO through CHESS via a <u>TradeCaptureReportAck (AR) notification message with value of '1' (1 = Rejected) for field 939TrdRptStatus and field 1328 RejectText.</u>	<u>400FIX AR / j /3</u>
(e) Trade Pending (TradeCaptureReportAck): Trades submitted by an AMO that are pending acceptance by ASX Clear and ASX Settlement will be notified back to the AMO through CHESS via a <u>TradeCaptureReportAck (AR) notification message with value of '4' (4 = Pending New) for field 939TrdRptStatus.</u>	<u>FIX AR</u>
Price acceptance is effected by ASX Clear and ASX Settlement via electronic messages as follows:	
(f) Pricing Data Acceptance (Confirmation Ack): Pricing data <u>submitted by an AMO using a MarketDataSnapshotFullRefresh (W) message that has been successfully received by ASX Clear and ASX Settlement will be confirmed back to the AMO through CHESS via a ConfirmationAck (AU) response message with value of '3' (3 = Affirmed) for field 940 AffirmStatus.</u>	<u>FIX AU</u>
(g) Pricing Data Rejection (Confirmation Ack): Pricing data submitted by an AMO using a MarketDataSnapshotFullRefresh (W) message that has been rejected by ASX Clear and ASX Settlement will be confirmed back to the AMO through CHESS via a <u>ConfirmationAck (AU) response message with value of '2' (2 = Confirm rejected) for field 940 AffirmStatus.</u>	<u>FIX AU</u>

Other:

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

i/3

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

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

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

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

3. After Hours Technical Support

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

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

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

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

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

5. Business Relationship Management

Business relationship management as follows:

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

Schedule 2

Service levels (clause ~~27~~**26**)

1. TRADE ACCEPTANCE

(a) Operating Hours

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

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

(b) Processing

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

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

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

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

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

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

Note 3: For the purposes of this service level, ASX Clear and ASX Settlement will take reasonable steps to correct validation errors of trades submitted by an AMO which have been pended in accordance with section 3.3 of the AMO User Technical Documentation where such validation errors are capable of being rectified by ASX Clear and ASX Settlement on the Business Day the trade is submitted.

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

ASX Clear and ASX Settlement may decline to process trades submitted by an AMO on a Business Day if ~~the volume of trades submitted by all AMOs~~

~~and ASX on that day or up to any point in time during that day~~ system availability makes this necessary, as determined by ASX Clear and ASX Settlement in their absolute discretion, in order to preserve the orderly operation or the integrity of the CS facilities.

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

2. CHESS HELP DESK OPERATIONS OPERATIONAL AND CUSTOMER TECHNICAL SUPPORT

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

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

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

For the purposes of the table above:

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

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

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

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

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

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

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

3. NOTIFICATION OF CHANGES IMPACTING THE TAS

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

(a) Scheduled Changes

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

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

Clearing Participant default or restrictions (O&TS <u>Operational & Technical Standard</u> No. <u>3732</u>)	ASAP but within 30 minutes of Participant being advised of action to be taken	Phone initially followed by email confirmation
---	---	--

△ It is expected that the AMO's operating rules require an AMO participant to inform the AMO of these changes as well.

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

(b) **State of Emergency**

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

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

4. BUSINESS RELATIONSHIP MANAGEMENT

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

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

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

(b) **Reports**

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

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

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

5. REQUESTS TO ENHANCE OR EXPAND THE TAS

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

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

Appendix B – Part 1: Table of substantive feedback and ASX responses – Product Services Legal Terms

The following table summarises the substantive feedback received on the Product Services Legal Terms, and ASX's response:

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
1.	Access to CHESS	Section 2.3, Appendix B Part 1	Clause 14	<p>Feedback was received during the First Round AMO Submissions requesting a positive, enforceable right to service levels no less favourable than those received by other users (as well as a corresponding obligation for ASX Clear and ASX Settlement).</p> <p>Additional feedback was provided during an AMO Bilateral Meeting where the AMO requested that the proposed drafting by ASX be further expanded to import an express obligation on ASX Clear and ASX Settlement to provide the Trade Acceptance Service to all AMOs on the same basis.</p> <p>Following receipt of the Second Round AMO Submissions, further feedback was provided by an AMO which requested that the proposed amendment to clause 14 be amended so that the receipt of the Product Services by each AMO (including in respect of Service Levels, standards and prices) was no less favourable to the</p>	<p>In response to the feedback, ASX has inserted a new clause 14 under the header of 'Provisions of Services'. The new clause will stipulate that '...an AMO will obtain and receive from each of ASX Clear and ASX Settlement the Product Services under these Legal Terms subject to Service Levels, standards, prices or on any other basis no less favourable to the AMO than those applicable to any other AMO.'</p> <p>ASX further notes that the new clause 14 will also include a qualifier in respect of actions which ASX Clear and/or ASX Settlement may be required to take pursuant to their statutory obligations under section 821A of the Corporations Act (e.g. obligations of a CS facility licensee to reduce systemic risk, provide services in a fair and effective way and/or comply with the RBA's Financial Stability Standards). It is expected that such actions would only be taken in very rare circumstances where deviations from the Services Levels and standards are required to ensure continued compliance with section 821A.</p> <p>In addition to the above amendments to clause 14, a consequential amendment has been made to clause 16(b) which concerns the annual reporting by ASX Clear and ASX Settlement to the independent non-executive directors of ASX Clear. Specifically, the previous reference to 'service of comparable quality' will be updated to refer to the new drafting in clause 14</p>

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				<p>AMO than those received by any other AMO.</p> <p>No further comments were received which opposed the proposed amendments to clause 14 of the Product Services Legal Terms following receipt of the Third Consultation.</p>	<p>which describes the service obtained and received by all AMOs under the Product Services Legal Terms. In this regard, there will be no impact to the AMOs arising from this amendment to clause 16(b).</p>
2.	Exclusion of liability provisions	General feedback – not specifically considered within the Consultation Paper	Clauses 37–38	<p>Feedback was received during the First Round AMO Submissions in respect of the liability provisions.</p> <p>Following receipt of the Second Round AMO Submissions, further feedback was provided by an AMO which requested several amendments to clauses 37 and 38.</p> <p>No further comments were received which opposed the proposed amendments to clauses 37 and 38 of the Product Services Legal Terms following receipt of the Third Consultation.</p>	In response to the feedback, ASX will make several amendments to clauses 37 and 38 in the form set out in Appendix B – Part 2.
3.	Amendment of 'Term of Legal Terms' clause	General feedback – not specifically considered within the	Clause 39	<p>In connection with the implementation of the reversion clause (referenced below), ASX proposed to include a definition of the 'Effective Date' in the Product Services Legal Terms.</p> <p>The revised drafting in the 'Term of Legal Terms' clause within the TAS (clause 59)</p>	In accordance with the drafting proposed in the Third Consultation and the accompanying Third Round AMO Submissions, ASX will make several amendments to clause 39.

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
		Consultation Paper		<p>provides additional flexibility with respect to the Product Services Legal Terms by enabling ASX Clear and ASX Settlement to delay the Release 1 go-live should there be some technical or other issue between the time the Product Services Legal Terms are entered into and the Release 1 go-live date which requires go-live to be delayed.</p> <p>The amendments to clause 39 were detailed in the Third Consultation. In response to the Third Consultation, ASX did not receive any comments on the amendments to clause 39.</p>	
4.	New reversion clauses	General feedback – not specifically considered within the Consultation Paper	(new) Clauses 46–48	<p>Consistent with the requirement on ASX to provide a fair and effective CS facility under section 821A of the Corporations Act, ASX proposed to put in place arrangements to facilitate a reversion from the CHES replacement system to the existing CHES system on the day of go-live (Pre CHES Project Product Services Legal Arrangements) in the event of a technical or other issue which is not capable of being fixed intra-day.</p> <p>ASX therefore proposed to include a contractual mechanism in the Product Services Legal Terms to give effect to these arrangements. ASX notes that the drafting:</p>	<p>In accordance with the drafting proposed in the Third Consultation and the accompanying Third Round AMO Submissions, ASX will carve-out from (new) clause 47:</p> <ul style="list-style-type: none"> (a) clauses 37 and 38 (Exclusions of liability) – this will be reflected in a new paragraph (a) and (b) to clause 47; (b) in Schedule 3, section 1 or their equivalent, the paragraph pertaining to ‘Blackout periods’ – this will be reflected in a new paragraph (c) to clause 47; and (c) such other clauses that are not in respect of: (i) the arrangements relating to the technical connectivity between the AMO and ASX Clear and ASX Settlement; and/or (ii) the functionality of Release 1 of the CHES replacement system – this will be reflected in a new paragraph (d) to clause 47.

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				<ul style="list-style-type: none"> is a time limited provision capable of being exercised by ASX only on the Effective Date of the revised Product Services Legal Terms; and is subject to the requirement that ASX acts 'reasonably' when determining to revert to the existing legal terms and arrangements having regards to its obligation to provide the Product Services and/or operate a fair and effective CS facility, in accordance with section 821A of the Corporations Act. <p>Feedback received during the Third Round AMO Submissions noted that in the event ASX exercised the reversion to the existing CHES system, the amendments agreed to be made to the Product Services Legal Terms to implement Release 1 of the CHES replacement system should be retained to the greatest extent possible, including all changes proposed to be made to the Product Services Legal Terms other than those relating to technical connectivity arrangements between the AMO and ASX Clear and ASX Settlement. In particular, reference was made to clauses 37 and 38 (Exclusions of liability), clauses 15 and 16 (Service of comparable quality), Schedule</p>	<p>In respect of the feedback relating to the continued application of clauses 15 and 16 (Service of comparable quality), ASX notes that as a result of there being different technical connectivity arrangements between ASX Clear and ASX Settlement and non-ASX affiliated AMOs and ASX Limited (in its capacity as an AMO) (respectively), it is necessary for existing clauses 15 and 16 of the Pre CHES Project Product Services Legal Arrangements to continue to apply in the event of a reversion. The continued application of clauses 15 and 16 will be reflected in an amendment to the first part of clause 47 which will expressly confirm that clauses 15 and 16 of the existing Pre CHES Project Product Services Legal Arrangements will apply following the commencement of the reversion.</p> <p>In respect of the feedback relating to Schedules 1 and 3 of the Product Services Legal Terms, ASX notes that in light of the decision not to proceed with the changes to the Operational Support and Clearing Assessment Amendments which were articulated in the Consultation Paper dated 3 March 2025, no changes will be made to these sections which would require a reversion except for those changes contained in Schedule 3, section 1 pertaining to 'Blackout periods' which ASX will carve-out from the reversion clauses (as described above).</p>

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				1 (clearing assessments and operational and support assessments) and Schedule 3 (Service levels – AMO products).	
5.	Blackout periods	General feedback – not specifically considered within the Consultation Paper	Schedule 3, Part 1 ('Clearing Assessment')	<p>Feedback was received during the First Round AMO Submissions that the current blackout period relating to when a clearing assessment requires Board approval is unnecessary.</p> <p>Additional feedback was provided during an AMO Bilateral Meeting whereby the AMO reiterated its view in support of removing the blackout periods provision on the basis that all AMOs should receive the same service.</p>	<p>ASX has deleted the current 'blackout period' provision in Schedule 3 of the Product Services Legal Terms in its entirety, along with any ancillary references to such periods in the terms itself.</p> <p>This deletion will ensure that there is no misperception as to ASX Limited's knowledge and access to Board approvals and that all AMOs looking to introduce new products receive the same timeliness considerations.</p>
6.	Clearing Assessment	Section 2.4	Schedules 1 and 3	<p>Feedback was received during the First Round AMO Submissions and relevant AMO Bilateral Meetings in relation to the proposed changes to the clearability assessment. Specifically, concerns were raised relating to the introduction of the proposed 'fundamentally different product' category, the ability to engage external consultants to assist with the performance of the assessment, the timeframes for such performance and the application of such clearability criteria to ASX Limited products.</p>	<p>As communicated to the AMOs during the AMO Bilateral Meetings, ASX has deferred the amendments to the clearability assessment which were detailed in the 3 March 2025 Consultation Paper, and will consult on the clearability assessment changes following the go-live of Release 1.</p> <p>From go-live of Release 1, all AMOs will be subject to the existing clearability assessment criteria.</p>

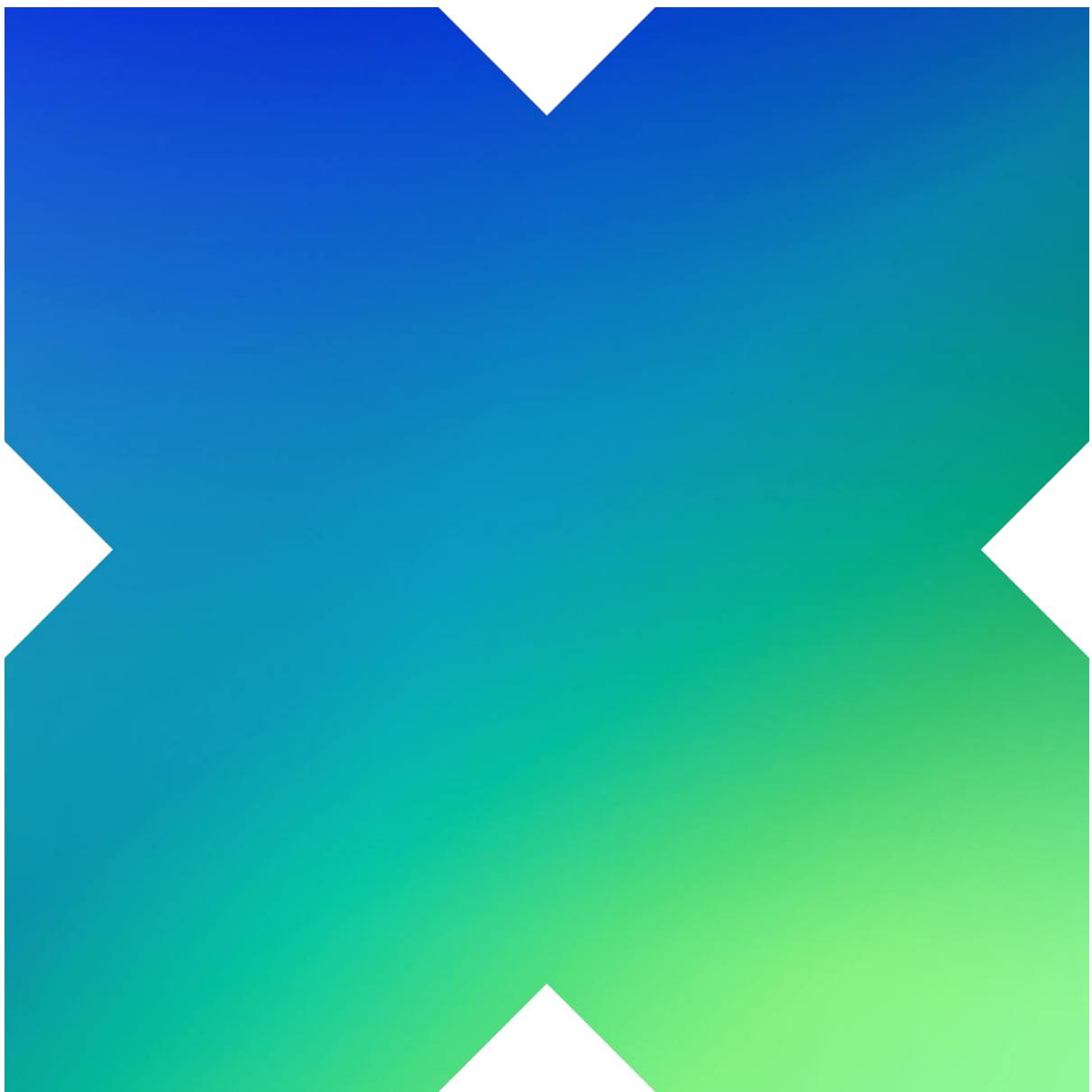
Appendix B – Part 2: Product Services Legal Terms – Indicative Amendments

The indicative amendments to the Product Services Legal Terms are outlined below in mark-up. Text in **red** is planned to be added, and text in **red strike-through** is planned to be deleted.

Product Services Legal Terms

ASX Clear Pty Limited and ASX Settlement Pty Limited

[20 April 2026]



Object of the Legal Terms

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

Binding nature of Legal Terms

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

Product services

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

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

8. An AMO may request that ASX Clear and ASX Settlement provide product services by lodging an application for that service with ASX Clear and ASX Settlement. The application must be in the form prescribed by ASX Clear and ASX Settlement from time to time.
9. The product services will be provided to the AMO for the period commencing on the date specified in the application form and ending on the earlier of termination of these Legal Terms under clause 39 or termination of the AMO's right to receive product services under clause 23 or clause 27.

Pricing

10. An AMO acquiring product services under these Legal Terms must pay to or as directed by ASX Clear and ASX Settlement, the relevant amounts set out in the ~~ASX Clearing, and Settlement and Issuer Administration~~ Schedule of Fees and Issuer Services Schedule of Fees (or any successor document), as applies at that time, at such reasonable intervals agreed between an AMO and ASX Clear and ASX Settlement. This includes the clearing assessment fee and operational support assessment fee (if applicable).
- 10A. Notwithstanding clause 10, if the operational support assessment identifies that ASX Clear, ASX Settlement or their related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth) (Corporations Act)) will be reasonably required to:
 - (a) develop or test systems in connection with the provision of product services to an AMO; or
 - (b) put in place new or special operational arrangements to support the provision of product services to an AMO,

the AMO must pay to or as directed by ASX Clear and ASX Settlement, an amount that reflects the cost of these activities as agreed between the AMO and ASX Clear and ASX Settlement. If no agreement can be reached, ASX Clear and ASX

Settlement are not obliged to provide the product services to the AMO.

10B. ASX Clear and ASX Settlement will provide an AMO with:

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

10C. Where in respect of product services referred to in clause 7 of these Legal Terms, an AMO requests, and ASX Clear and/or ASX Settlement (as applicable) agree, to invoice the AMO directly for those product services rather than the relevant issuer of the AMO products, the AMO must pay to or as directed by ASX Clear and/or ASX Settlement (as applicable), the relevant amounts for those services set out in the ASX Clearing, and Settlement and Issuer Administration Schedule of Fees and/or Issuer Services Schedule of Fees (or any successor document), as applies at that time, at such reasonable intervals agreed between an AMO and ASX Clear and ASX Settlement. This includes fees for product set up and maintenance -services (if applicable).

Service levels

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

Safeguards

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

No changes without consent

13. Subject to clauses ~~14, 17~~15, 21, ~~43~~41 and ~~44~~42, ASX Clear and ASX Settlement will not, during the term of these Legal Terms,

change the terms and conditions on which they supply the product services, except by consent.

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

Provision of Services~~Service of comparable quality~~

~~15. ASX Clear and ASX Settlement will provide to an AMO under these Legal Terms product services in respect of AMO products of comparable quality to those provided in respect of ASX products, including in the case of product services referred to in clause 7 of these Legal Terms to an issuer of ASX products.~~

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

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

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

~~a. there is no difference in the means by which the services for~~

~~AMO products are delivered and the means by which the same services are delivered in respect of ASX products.~~

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

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

14. Subject to section 821A of the Corporations Act, an AMO will obtain and receive from each of ASX Clear and ASX Settlement the product services under these Legal Terms subject to Service Levels, standards, prices or on any other basis no less favourable to the AMO than those applicable to any other AMO.

17.15. For the purpose of complying with ~~clauses 15 and 16, the ASIC CS Services Rules 2025 and/or other regulatory requirements, guidance or directions,~~ ASX Clear and ASX Settlement may amend Schedules 1, 2 and 3 and/or the standards referred to in clause 19 in order to align the services and/or service levels for AMO products ~~with the equivalent services and/or service levels for ASX products.~~ Any such amendment must be notified in writing to each AMO which is the recipient of product services. Except in circumstances where ASX Clear and/or ASX Settlement consider that continuing to provide the product services without such amendment contravenes any legal or licence obligation of ASX Clear and/or ASX Settlement (as applicable), ASX Clear and ASX Settlement will provide AMOs with 20 business days' notice of such amendments or such other notice

period as determined by ASX Clear and/or ASX Settlement (acting reasonably).

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

- (a) on a quarterly basis showing a comparison of the processing times for the following services provided ~~to an issuer of ASX products~~ AMOs in respect of AMO products listed or quoted on AMOs: (i) clearing assessments; (ii) new issuer establishment; (iii) new issuance set up; and (iv) operational support assessments; and
- (b) on an annual basis with a certification that each AMO has obtained and received from each of ASX Clear and ASX Settlement the product services under the Legal Terms subject to Service Levels, standards, prices or on any other basis no less favourable to the AMO than those applicable to any other AMO as to the service of comparable quality commitment in respect of: (i) clearing assessments conducted under Schedule 1; (ii) product set-up and maintenance services provided under Schedule 2; and (iii) operational support assessments conducted under Schedule 1.

Non-discrimination

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

20.18. All fees and charges in respect of product services will be set out in the ASX Clearing, and Settlement Schedule of Fees and Issuer ~~Administration Services~~ Schedule of Fees (or any successor document) which may be updated from time to time. ASX Clear and ASX Settlement will not enter into any other agreement or arrangement, including but not limited to an agreement or arrangement with ASX Limited or any other AMO, that would derogate from the

commitment to non-discrimination under this clause.

Standards

~~21-19~~. ASX Clear and ASX Settlement may, from time to time, promulgate:

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

(standards).

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

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

- (a) under clause ~~14-1~~ or
- (b) in conjunction with an amendment to any standards promulgated by ASX Clear and ASX Settlement under the TAS Legal Terms; or
- (c) if any regulatory authority directs that ASX Clear and ASX Settlement must change the applicable standards, or if ASX Clear and ASX Settlement consider, in good faith and acting reasonably but otherwise in their absolute discretion, that a change is required to comply with ASX Clear's or ASX Settlement's licence obligations. ASX Clear and ASX Settlement will notify the AMO as soon as practicable of such a change; ~~or~~
- (d) with the ~~AMO's~~ consent of each AMO.

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

Remedies for failure to comply

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

discretion, either:

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

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

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

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

~~28-26~~. Except in circumstances where ASX Clear and/or ASX Settlement consider that continuing to provide the product services contravenes any legal or licence obligation of ASX Clear and/or ASX Settlement (as applicable), or where the provision of product services is suspended or terminated under clause ~~27-1~~, ASX Clear and ASX Settlement will provide an AMO with ~~2060~~ business days' notice of a decision to suspend the provision of the product services or to terminate the right of the AMO to acquire the product services or such other notice period that has been agreed to between the AMO, ASX Clear and ASX Settlement (acting reasonably). Notice of any suspension or termination will be provided to the RBA and ASIC.

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

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

Dispute resolution

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

~~31-29.~~ If after 30 days following receipt of the Notice of Dispute commercial negotiation fails to resolve the dispute, either party may refer the dispute to binding arbitration by a single arbitrator by written notice to the other party (**Arbitration Notice**).

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

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

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

- (a) the object of these Legal Terms;
- (b) the legitimate business interests of ASX Clear and ASX Settlement, including the protection of any investment by them in the CS

facility;

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

~~35-33.~~ Subject to clause 34 an arbitration will be private and the result of the arbitration will not be published.

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

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

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

Exclusions of liability

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

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

Term of Legal Terms

~~41-39.~~ These Legal Terms will replace the Product Service Legal Terms effective from 31 October 2021 and operate for the period of 5 years commencing on ~~31 October 2021~~ [day-month] [20 April 2026] or such other date as notified by ASX Clear and ASX Settlement by Market Notice (the Effective Date) but will automatically terminate on termination of the TAS Legal Terms.

Review

~~42-40.~~ Twelve months prior to the expiry of these Legal Terms a review of the Legal Terms

will be carried out and published by ASX Clear and ASX Settlement within six months from the commencement of the review.

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

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

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

Intellectual property rights

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

Governing law

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

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

45.

Reversion

46. Notwithstanding any other provision of these Legal Terms (the 'CHESS Project Product Services Legal Terms'), ASX Clear and ASX Settlement may determine on the Effective Date of the CHESS Project TAS Legal Terms to revert to and apply the legal terms and arrangements that apply to the AMO in force immediately prior to the CHESS Project Release 1 go-live date (the 'Pre CHESS Project Product Services Legal Arrangements'). Such a determination is subject to the requirement that:

- (a) ASX Clear and ASX Settlement are satisfied, acting reasonably, that it is necessary or desirable to revert to

the Pre CHESS Project Product Services Legal Arrangements in order for ASX Clear and ASX Settlement to provide:

(i) the Trade Acceptance Service; and/or

(ii) operate a fair and effective CS facility,

in accordance with section 821A of the Corporations Act;

- (b) ASX Clear and ASX Settlement must provide notice to the AMO prior to the Pre CHESS Project Product Services Legal Arrangements taking effect. ASX Clear and ASX Settlement will endeavour to provide written notice to the AMO however may provide notice verbally should the circumstances reasonably require.

47. Upon notice of a reversion to the Pre CHESS Project Product Services Legal Arrangements being provided to the AMO pursuant to clause 46, the Product Services shall be governed by the Pre CHESS Project Product Services Legal Arrangements, including clauses 15 and 16 of those Arrangements, with immediate effect as if the CHESS Project Product Services Legal Terms had not applied, save as for the following:

(a) clause 37 of the CHESS Project Product Services Legal Terms shall replace clause 39 (or its equivalent) of the Pre CHESS Project Product Services Legal Arrangements;

(b) clause 38 of the CHESS Project Product Services Legal Terms shall replace clause 40 (or its equivalent) of the Pre CHESS Project Product Services Legal Arrangements; and

(c) such other clauses that are not in respect of: (i) the arrangements relating to the technical connectivity between the AMO and ASX Clear and ASX Settlement; and/or (ii) the functionality of Release 1 of the CHESS Project.

48. Notwithstanding clause 47, following a reversion to the Pre CHESS Project Product Services Legal Arrangements, ASX Clear and ASX Settlement will provide the AMO with reasonable notice before the CHESS Project Product Services Legal Terms take effect.

Schedule 1

Clearing assessment and operational support assessment (clause 6)

1. Background

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

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

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

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

An operational support assessment is required for each financial product submitted by an AMO for the trade acceptance service and is also required whenever a clearing assessment has been performed. An operational support assessment will determine whether systems need to be developed or tested or any other new or special operational arrangements need to be put in place to support the delivery of clearing, settlement or issuer services, or services to the AMO, in relation to the financial product submitted by the AMO.

2. What is required from an AMO – Clearing Assessment

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

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

- comprehensive product description, including the nature of the product and in particular having regard to features of the product that impact price determination and liquidity;
- issuer;
- underlying security / asset;
- operating rule framework that governs the listing or quotation of the financial product; and
- any other relevant information reasonably required by ASX Clear.

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

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

product.

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

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

4. Service levels

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

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

Schedule 2

Product set-up and maintenance (clause 7)

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

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

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

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

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

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

3. After Hours Technical Support

Technical support for production system problems is provided via telephone ~~((02) 9227 0821)~~

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

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

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

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

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

5. **Business relationship management**

Business relationship management as follows:

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

Schedule 3

Service levels – AMO products (clause 11)

1. Clearing assessment

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

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

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

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

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

(Day 0).

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

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

Blackout periods

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

2A. Operational support assessment

ASX Clear and ASX Settlement will conduct the operational support assessment and advise the AMO of the outcome within 40 Business Days.

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

- ASX Clear and ASX Settlement confirm to the AMO that ASX Clear and ASX Settlement have received all of the relevant information they reasonably require to complete the operational support assessment of financial products, including a duly completed New Product Form and the outcome of the clearing assessment; and

- ASX Clear and ASX Settlement have provided the AMO with an estimate for the operational support assessment in accordance with clause 10B(a); and
- the AMO has confirmed to ASX Clear and ASX Settlement that it accepts the estimate for the operational support assessment,

(Day 0).

2. Product set-up and maintenance services

(a) Operating Hours

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

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

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

(b) Issuance set up

New issuer

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

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

Existing issuer – issuance templates submitted via the Warrants Management Interface

Issuance templates correctly submitted by an AMO using WMI to ASX Settlement prior to 5:00pm (Sydney time) on a Business Day will be processed so that the AMO product is available for clearing on the next Business Day: (the first quotation date). For the avoidance of doubt this includes the creation of the ~~sub-registry~~subregister and ~~CHES custom report~~inclusion in the next Security Definition (d) message confirming the available ~~sub-registry~~subregister.

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

Warrants Management Interface BCP arrangements

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

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

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

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

Confirmation of issuance set up

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

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

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

(c) **Corporate actions**

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

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

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

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

3. **~~CHESS Help Desk~~ Operations Operational and ~~Customer~~ Technical Support**

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

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

Category of technical or operational query	Initial response time (within)	Update every	Escalation after
Connectivity and messaging for TAS:			
(a) Unable to connect to CHESS <u>FIX Gateway</u>	20 mins	45 mins	60 mins
(b) Not receiving acceptance, cancellation, rejection or removal <u>FIX TradeCaptureReport (AR) messages from CHESS or ConfirmationAck (AU) messages.</u>	20 mins	60 mins	90 mins
Product set up and maintenance services:			
(a) Unable to access ASX Portal <u>WMI</u>			
(b) Issuance template issues (including rejection by WMI)			

(c) Rejection of report request (CHESS message 503) (d) Non delivery of CHESS message 526 (e) Non delivery of end of day report by 10.30pm (CHESS message 096 and 538) (f)(c) Price registration rejections <u>FIX Security Definition (d) messages</u>	20 mins	45 mins	60 mins
General CHESS queries	4 hrs	24 hrs	1 week
CHESS Support requests	4 hrs	24 hrs	Not applicable

For the purposes of the table above:

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

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

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

(b) When queries are taken to have been received

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

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

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

4. Notification of changes impacting the product services

(a) Scheduled Changes

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

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

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

5. Business relationship management

(a) Trade acceptance service and product services review meetings

The General Manager with responsibility for the operational support of the trade acceptance service

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

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

(b) Reports

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

Name of report	Contents of report	Timing to provide
CHES Help- DeskOperations Incident Management Report	<ul style="list-style-type: none"> • Number of <u>incident escalation</u> queries received. • Response times. 	Monthly (within 2 weeks after the end of each month).
Performance Report	ASX Clear's and ASX Settlement's performance against the service levels set out in clause 2 of this Schedule 3	Quarterly (within one month after the end of each calendar quarter).
Product Services Report	<ul style="list-style-type: none"> • The number of issuance templates submitted by the AMO. • The number of issuance templates and the number of AMO products rejected. • <u>The number of AMO products issued in the preceding month.</u> • <u>The number of corporate actions processed in the preceding month.</u> 	Monthly (within 2 weeks after the end of each month)
Product Services Incident Management Report	Whenever an AMO notifies that an incident has occurred <u>in the provision of the product services</u>	Within 5 business days of the incident occurring

Appendix C – Part 1: Table of substantive feedback and ASX responses – Operational and Technical Standards

The following table summarises the substantive feedback received on the Operational and Technical Standards, and ASX's response:

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
1.	Incident management	General feedback – not specifically considered within the Consultation Paper	Schedule 2	<p>Feedback was received during the First Round AMO Submissions which noted that where incidents impact the CS facility's ability to register trades from one or more markets, communications should be conducted with all AMOs at the same time.</p> <p>Additional feedback was provided during AMO Bilateral Meetings which sought the following from ASX Clear and ASX Settlement:</p> <ul style="list-style-type: none"> (a) the development of an operational incident playbook, which details, amongst other things, the following: the BCP arrangements that will be followed for incidents of different levels of severity, the time within which ASX would notify the AMOs of an incident; the time that an AMO has to respond; frequency of intra-incident interactions; how impacted 	<p>ASX has amended clause 1 of Schedule 2 to the OT Standards to impose an obligation on ASX Clear and ASX Settlement to endeavour to communicate simultaneously with the AMOs during a technical outage. Further, amended clause 1 of Schedule 2 will allow ASX Clear and ASX Settlement to engage either bilaterally or on a more targeted basis with the AMOs where such engagement is required to manage the protection of commercial and/or confidential information.</p> <p>In response to the feedback provided during AMO Bilateral Meetings, ASX notes that a separate AMO incident management guide is being prepared. It is anticipated that the guide will provide relevant details as to the forms of communication, the timing of such communication and the relevant mechanism to manage contagion risk between the AMOs. Reference to the form and manner of publication of the AMO incident management guide will be referenced in clause 1 of Schedule 2. Further discussions as to the scope of this guide will be facilitated with the AMOs during the AMO Working Groups.</p>

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				<p>AMOs will be notified (initial phone call/email/other), whether a telephone line will remain open during an incident; additional information about how incident contagion events will be managed and the interaction of this with confidentiality requirements; and</p> <p>(b) the development of a post incident playbook, which details the following: follow-up actions, how to mitigate and capture lessons learnt, and post-incident review information.</p>	
2	Trade and price submission in the event of a technical outage	Section 2.2 and Appendix C, Part 1	Standard 9, Schedules 1 and 3	<p>Feedback was received during the First Round AMO Submissions which requested that additional clarity be provided on the business continuity arrangements with AMOs during a disaster recovery and/or business continuity event (i.e. a 'technical outage').</p> <p>Additional feedback was provided by an AMO during an AMO Bilateral Meeting that requested an operational incident playbook be developed and to include, among other things, information concerning trade and price file</p>	<p>In response to the feedback received, ASX will amend the OT Standards – Schedules 1 and 3 to confirm, among other things, that:</p> <ul style="list-style-type: none"> (a) following an initial supply of trade data by an AMO, additional trade data must continue to be supplied at a minimum of one-hourly intervals or as otherwise agreed between the CS Entities and the AMOs; (b) AMOs should '<i>reasonably endeavour</i>' to ensure that trade data supplied in any transfers after an 'initial transfer of trade data' (i.e. a 'subsequent transfer') includes incremental trade data only; (c) unless otherwise agreed by ASX Clear and ASX Settlement, no transfer of trade data will be accepted

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				<p>submission and communication protocols.</p> <p>Further feedback was provided in the Second Round AMO Submissions that:</p> <ul style="list-style-type: none"> (a) in circumstances where trades are being submitted by secure file transfer protocol (FTP), it may not be feasible for trade and price submission supplied in any subsequent transfers to include incremental trade data only (i.e. trade/price information that has not already been submitted in a previous transfer) – there may be some limited instances of duplication; and (b) given that trades may be received by market operators until close to the CHES trade/price submission cut-off time (7:00pm), trades should be capable of being submitted until after 7:00pm where an AMO has requested end-of day be extended. Further, where a request is received from an AMO to extend end-of-day beyond 7:00pm, the AMO should have certainty the extension will be 	<p>after 7:00pm on the trading day of the technical outage, or 7:20pm where one or more AMOs have requested the end-of-day cut-off be extended. Any request to extend the end of day cut-off must be provided to ASX Clear and ASX Settlement by no later than 6:30pm;</p> <ul style="list-style-type: none"> (d) in the event of a technical outage, the CS Entities will use reasonable endeavours to provide the trade acceptance and rejection data within 30 minutes of receipt of the trade data from the AMO; (e) a BCP Event is a 'technical outage' referenced in Standard 9 of the OT Standards. Accordingly, the reference to BCP Event will be deleted and replaced with the term 'technical outage'. This term is intentionally broad to cater for the range of issues an AMO and/or the CS Entities may be required to manage. <p>In addition to the above changes, the CS Entities confirm that:</p> <ul style="list-style-type: none"> (a) an additional clarificatory amendment is proposed at the start of Schedules 1 and 3 of the TAS Legal Terms to clarify that both schedules are subject to Standard 9; and (b) an AMO incident management guide will be prepared and shared with the AMOs for their comments ahead of go-live. It is intended that the guide will be a 'living' document that is capable of being updated and amended easily.

Item	Key issue	Consultation Paper reference	Relevant section	Comment / feedback	ASX Response
				<p>granted and be capable of being submitted up until the end-of-day cut-off.</p> <p>In response to this additional feedback, amendments to both Schedules 1 and 3 of the OT Standards were detailed in the Third Consultation. ASX did not receive any comments from AMOs in respect to the proposed changes to the OT Standards.</p>	

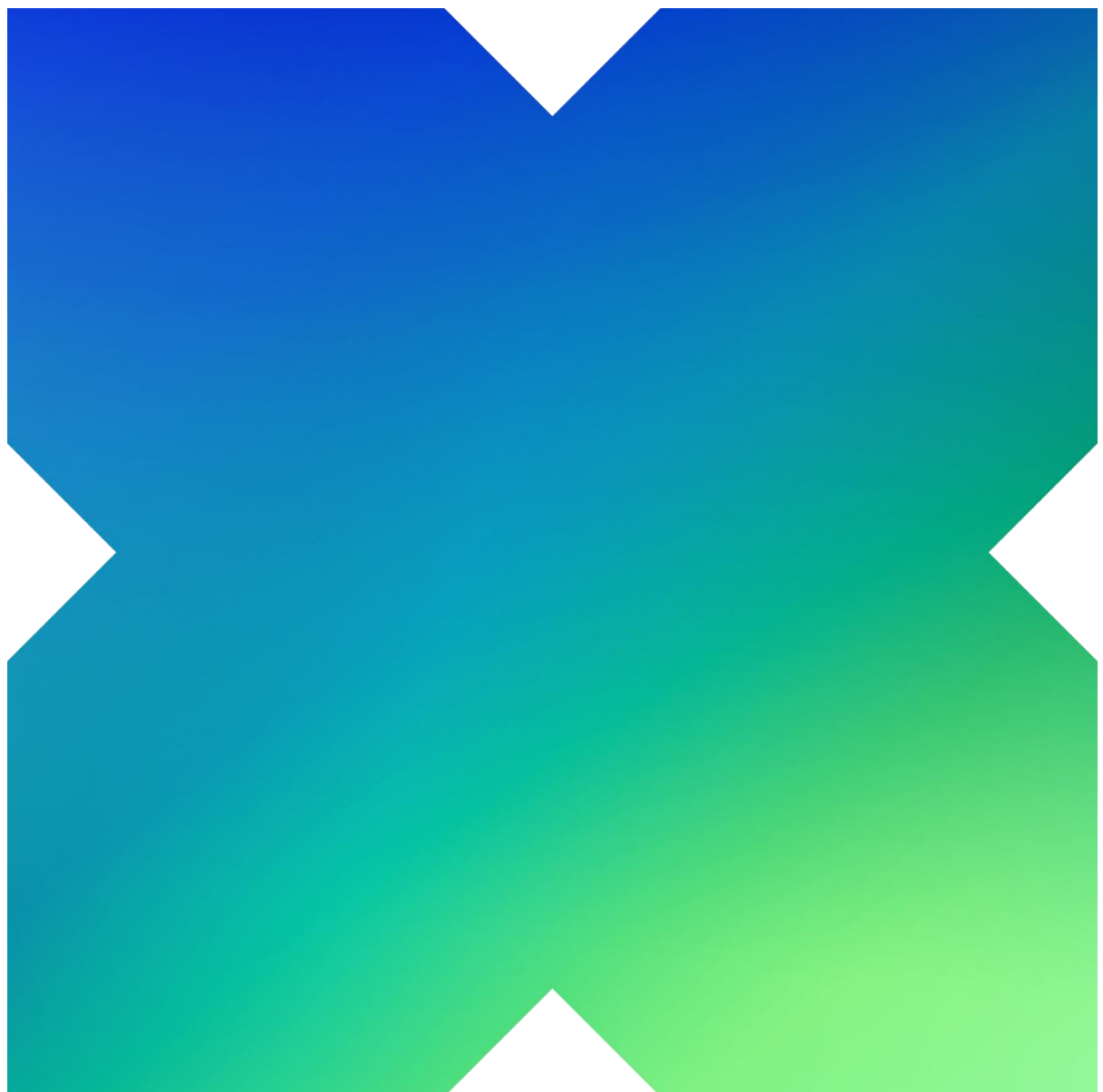
Appendix C – Part 2: Operational and Technical Standards – Indicative Amendments

The indicative amendments to the Operational and Technical Standards are outlined below in mark-up. Text in **red** is planned to be added, and text in **red strike-through** is planned to be deleted.

Trade Acceptance Service and Product Services Operational and Technical Standards

ASX Clear Pty Limited and ASX Settlement Pty Limited

[xx April 2026]



Preamble

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

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

The Standards are divided into seven broad categories:

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

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

Trade Acceptance Service and Product Services

Operational and Technical Standards

1. Definitions

The following definitions apply in this document:

Act means the Corporations Act 2001 (Cth).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CS Entities means ASX Clear and ASX Settlement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

In this document:

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

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

3. Notices

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

- (a) in writing addressed to:

General Manager, Securities & Payments Operations and
General Manager, Enterprise Compliance
ASX Clear Pty Limited / ASX Settlement Pty Limited
Exchange Centre
Level 27, 39 Martin Place~~20 Bridge Street~~
SYDNEY NSW 2000

Email:

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

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

Information provided or notice given by:

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

4. Standards

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

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

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

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

	Standard	Rationale
	<p>(e) each party must promptly respond to any requests for information from the other party to assist it in managing the impact of the technical outage on its market or the CS Facilities (as applicable); and</p> <p>(f) each party will observe the market communications protocol in Schedule 2 in relation to their communications with their market or CS Facility users (as applicable) regarding the impact and resolution of the Trade Submission Outage.</p> <p><u>The submission of Trades and prices pursuant to this Standard 9 and Schedules 1 and 3 may be subject to variation by the CS Entities, where such variation is in response to the technical outage and at all times subject to the CS Entities complying with its obligations under section 821A of the Corporations Act.</u></p>	
10	<p>A Trade Registration Request <u>Trade Capture Report</u> Message Transmitted by an AMO must <u>may</u> specify a Delivering UIC and a Receiving UIC for Clearing Participants (or a Clearing Participant) which are (is) authorised under the ASX Clear Operating Rules to clear:</p> <p>(a) Trades submitted by the AMO; and</p> <p>(b) the Eligible Financial Product Class to which the Trade relates,</p> <p>at the time of Validation of the Message.</p>	<p>A Trade can be accepted into the CS Facilities only if Clearing Participants authorised to clear the Trade are accountable in respect of it.</p> <p><u>Equivalent to the requirements for ASX Trade.</u></p>
11	<p>An AMO must not Transmit a Trade Registration Request <u>Trade Capture Report</u> Message which specifies a Delivering UIC or a Receiving UIC for a Clearing Participant unless the AMO has satisfied itself on reasonable grounds that the Clearing Participant has agreed to clear the Trade to which the Message relates.</p>	<p>Operational risk mitigation.</p> <p><u>Equivalent to the requirements for ASX Trade.</u></p>
12	<p>A Trade Registration Request <u>Capture Report</u> Message Transmitted by an AMO must specify the Security Code stored in CHESS for the Eligible Financial Product Class to which the Trade relates.</p>	<p><u>Equivalent to the requirements for ASX Trade.</u></p>
13	<p>An AMO may specify a Basis of Quotation (<u>BOQ</u>) in a Trade Registration Request <u>Trade Capture Report</u> Message Transmitted by the AMO only if:</p> <p>(a) the Basis of Quotation corresponds to a Corporate Action stored in CHESS in respect of the Security Code specified in the Message at the time of Validation of the Message; and</p> <p>(b) the Trade to which the Message relates was executed during the Ex Period for that Corporate Action.</p>	<p>Standard operating process.</p> <p><u>Equivalent to the requirements for ASX Trade.</u></p> <p><u>'CorporateAction' BOQ value need only be supplied if it is outside of the default basis of</u></p>

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

	Standard	Rationale
16A	<u>A Trade Capture Report Message Transmitted by an AMO may specify, as a "TrdConditionCode", up to 5 codes nominated by the CS Entities describing the condition(s) under which the Trade was effected. This field is optional.</u>	
17	A Trade Registration Request Trade Capture Report Message Transmitted by an AMO must relate to no more than one Trade.	<p>"Netting" or "aggregation" of Trades prior to submission to the CS Facilities would derogate from trade-by-trade transparency and the ability of the CS Entities to mitigate counterparty and settlement risks.</p> <p>Remains relevant. In addition, there is the option to elect out of the registration message.</p>
C. Post-Validation removal and cancellation		
18	The CS Entities may, in accordance with the Operating Rules of the CS Facilities, remove from the CS Facilities any Trade which has been Validated and which the CS Entities reasonably consider it appropriate to remove in order to maintain the orderly operation and integrity of the CS Facilities. The CS Entities must give notice to the AMO as soon as reasonably practicable after removing a Trade together with a statement of the reason for removal. <u>The notification will be in the form of a TradeCaptureReportAck (AR) message, with TrdRptStatus value of '1' (1=Rejected) and appropriate reason in field RejectText.</u>	<p>Operational and counterparty risk mitigation.</p> <p>Equivalent to the requirements for ASX Trade under ASXSOR 10.4.7 & 8.</p>
19	The CS Entities will not act upon any instructions from an AMO to cancel a Valid Trade Registration Request Trade Capture Report Message (Original Message) once the Original Message has been Transmitted to the CS Entities unless such instructions are Transmitted to the CS Entities in the form of a further Valid Message or Valid Messages that when processed will have the effect of cancelling the Original Message. Such instructions must be Transmitted to the CS Entities by the End of Day on the Trade Date specified in the Original Message (or, where an " As-At-Date AsOfIndicator" is specified in the Original Message, by the End of Day on the Trade Date). The AMO is responsible for effecting any disclosure required of the AMO by law of the cancellation of the Trade to which the Original Message relates.	<p>Standard operating process.</p> <p>Equivalent to the requirements for ASX Trade under ASXSOR 10.5.3.</p>
D. Communications and access to CS Systems		
20	An AMO must comply with the AMO EIS User Technical Documentation.	<p>Standard operating process.</p> <p>Equivalent to the requirements for all Facility Users.</p>

	Standard	Rationale
21	An AMO must observe and comply with Section 16 of the ASX Settlement Operating Rules as though it is a "Facility User" within the meaning of those rules.	Standard operating process. Equivalent to the requirements for all Facility Users.
22	An AMO must ensure that its actions do not adversely impact on the efficiency and integrity of the CS Facilities or the proper functioning of the CS Systems.	Operational risk mitigation. Equivalent to the requirements for ASX Trade under ASXSOR 4.7.1(d).
E. AMO Operating Rules		
23	The Operating Rules of an AMO must require AMO Participants to ensure that each Trade in respect of an Eligible Financial Product Class to which the AMO Participant is a party is settled: (a) on the second business day following the date on which the Trade was executed on the AMO's trading platform or reported to the AMO; or (b) by such other date (if any) as outlined in ASX Clear Operating Rules Procedure 4.20.1.	Counterparty risk mitigation. Equivalent to the requirements for ASX Trade under ASXOR 3600 and ASXCOR Procedure 4.20.1.
24	The Operating Rules of an AMO must expressly authorise the AMO to disclose to the CS Entities any information which the AMO is required to disclose to the CS Entities under these Standards.	Legal risk mitigation.
25	The Operating Rules of an AMO must contain clear rules for the timely handling and resolution (including, without limitation, by cancellation, where appropriate) of: (a) any Trade executed in error; (b) any Trade in relation to which one or more Trade Registration Request <u>Trade Capture Report</u> Messages Transmitted by the AMO are rejected by the CS Entities for any reason in accordance with these Standards; and (c) any Trade which the CS Entities remove from the CS Facilities for any reason in accordance with the Operating Rules of the CS Facilities.	Operational risk mitigation. Equivalent to the requirements applicable to ASX Trade.

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

	Standard	Rationale
30	<p>An AMO must provide to the CS Entities upon written request any information that the CS Entities reasonably require in order to:</p> <ul style="list-style-type: none"> (a) operate the CS Facilities in accordance with the Operating Rules of those facilities; (b) discharge their obligations under the Financial Stability Standard for Central Counterparties or Financial Stability Standard for Securities Settlement Facilities (as applicable); or (c) comply with their obligations as CS facility licensees under the Act, including without limitation the obligation to supervise the CS Facilities and enforce compliance with their Operating Rules by the Participants in those facilities. 	<p>Operational and legal risk mitigation.</p> <p>Equivalent to the requirements for ASX Trade.</p>
G. Default management		
31	<p>An AMO must:</p> <ul style="list-style-type: none"> (a) notify the CS Entities immediately of any information acquired by the AMO, its officers or its senior management which relates to the occurrence of an event or series of events in respect of a Common Participant which: <ul style="list-style-type: none"> (i) may constitute an event of default under ASX Clear Operating Rule 15.1.1 or an Event of Non-Compliance under ASX Settlement Operating Rule 12.18.1, as applicable, by the Common Participant; or (ii) may have a material adverse effect on: <ul style="list-style-type: none"> (A) the capacity of the Common Participant to meet all its obligations to the CS Entities, any AMO or other Clearing Participants; (B) the financial position of ASX Clear or the Common Participant; or (C) the trade facility operated by any AMO; and (b) respond promptly to any request for information made by the CS Entities in connection with any event of default under ASX Clear Operating Rule 15.1.1 or Event of Non-Compliance under ASX Settlement Operating Rule 12.18.1 suspected or declared by the CS Entities in respect of a Common Participant. 	<p>Operational and counterparty risk mitigation.</p> <p>Equivalent to the requirements for ASX Trade.</p>

	Standard	Rationale
32	<p>The CS Entities will notify an AMO of:</p> <ul style="list-style-type: none"> (a) the declaration of an event of default under ASX Clear Operating Rule 15.1.1 or an Event of Non-Compliance under ASX Settlement Operating Rule 12.18.1 (as applicable) by a Participant in either of the CS Facilities which is authorised under the ASX Clear Operating Rules to clear Trades submitted by the AMO; or (b) any change in, or condition or restriction placed on, the clearing permissions of a Clearing Participant which is authorised under the ASX Clear Operating Rules to clear Trades submitted by the AMO. <p>Upon receiving notification from the CS Entities under this Standard, the AMO must immediately notify AMO Participants that clear through that Participant and take steps to enforce the requirement under the AMO's Operating Rules for all AMO Participants to maintain adequate clearing and settlement arrangements.</p>	<p>Operational and counterparty risk mitigation.</p> <p>Equivalent to the requirements for ASX Trade.</p>

Schedule 1

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

In ~~the event of a technical outage~~ accordance with Standard 9, the AMO may submit Trades to the CS Facilities by either secure FTP (the server is to be hosted by the ASX) or such other method as agreed between the parties from time to time, subject to the following requirements:

- Secure FTP:
 - The AMO is to provide the CS Entities with login details to the secure FTP server.
 - The CS Entities will transmit trade acceptance and rejection data to the same FTP server and directory.
- In all cases:
 - ~~The format of trade data submitted by the AMO is to be CHES PC Export/Import format (refer to section 12 of EIS).~~
 - The timing of the transfer of trade data supplied by the AMO is at the discretion of the CS Entities. The CS Entities will contact the AMO to set up the transfer following the AMO's notification of technical outage in accordance with the Standards.
 - The AMO must be able to supply its trade data within 1 hour of being requested by the CS Entities or such longer period of time as the CS Entities may in their discretion approve.
 - Following the AMO's initial supply of trade data, the AMO must supply any additional trade data at a minimum of one-hourly intervals or as otherwise agreed between the CS Entities and the AMO until the earlier of either successful reconnection to the FIX Gateway or end of day for trade acceptance. AMOs should reasonably endeavour to ensure that trade data supplied in such subsequent transfers must includes incremental trade data only (i.e. trades that have not already been submitted in a previous transfer).
 - Unless otherwise agreed by the CS Entities, No transfer of trade data will be accepted after:
 - 7:00PM on the trading day of the technical outage; or
 - 7:20 PM on the trading day of the technical outage where one or more AMOs have requested the CS Entities extend end of day cut-off. Any request to extend the end of day cut-off must be provided to the CS Entities no later than 6:30PM.
 - The CS Entities will use reasonable endeavours to provide the trade acceptance and rejection data within 30 minutes of receipt of the trade data from the AMO
 - The AMO must confirm in writing that the CS Entities are authorised to logon to CHES on the AMO's behalf.

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

Schedule 2

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

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

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

1. Consult with each other regarding timing and content of information to be disseminated.

Where there is a technical outage, the CS Entities will endeavour to communicate simultaneously with the AMOs. There may however be circumstances where bilateral or more targeted communication with impacted AMOs is required in order to protect any commercial or confidentiality concerns which may arise for that AMO as a result of the technical outage.

For further information regarding communication and the management of commercial and/or confidential information by the CS Entities during a technical outage, AMOs can refer to the AMO incident management guide which is published on [ASX's website].

- 1.2. Send an initial notification within 20 minutes of both parties becoming aware of the issue and subsequent updates are to be provided at half hour intervals or an alternative frequency that is agreed at the time.

- 2.3. Provide the following information/statements (amended as needed) at a minimum:

- a. Time the incident commenced
- b. The nature and impact of the incident as understood at that time (for example):

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

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

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

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

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

- e. If applicable, details of any alternate arrangements for processing trades executed on the AMO:

"[name of AMO] and ASX Clear and ASX Settlement have made temporary alternative arrangements for [name of AMO] to submit details of transactions executed on [name of AMO] for processing by ASX Clear and ASX Settlement. These alternative arrangements will enable ASX Clear and ASX Settlement to resume processing trades executed on [name of AMO] on a temporary basis while the technical outage is investigated and resolved."

- f. The form and timing of the next or subsequent updates

3.4. If unresolved by 46:00pm on T-0, the next communication is to provide details of arrangements, should the technical issue not be resolved overnight, regarding the submission of trades on T+1 with an as at date of T-0. A further update will be provided by 7:00 am on T+1 and is to outline critical decision points concerning service availability for that day.

4.5. All Information is to be distributed through the following channels:

- a. ASX system status page on [asx.com.au](https://www.asx.com.au/markets/market-resources/system-status) - <https://www.asx.com.au/markets/market-resources/system-status>
- b. ~~Settlement~~ Operations ~~CHESS CSOPS~~ email distribution list
- c. Where necessary, ASX Notices

Schedule 3

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

In ~~the event of a technical outage~~ accordance with Standard 9, the AMO may submit prices to the CS Facilities by secure FTP (the server is to be hosted by the ASX), or such other method as agreed between the parties from time to time, subject to the following requirements:

- Secure FTP:
 - The AMO is to provide the CS Entities with login details to the secure FTP server.
 - The CS Entities will transmit ~~trade-price~~ acceptance and rejection data to the same FTP server and directory.
- In all cases:
 - ~~The format of price data submitted by the AMO is to be CHES PC Export/Import format (refer to section 12 of EIS).~~
 - The timing of the transfer of price data supplied by the AMO is at the discretion of the CS Entities. The CS Entities will contact the AMO to set up the transfer following the AMO's notification of technical outage in accordance with the Standards.
 - The AMO must be able to supply its price data within 1 hour of being requested by the CS Entities or such longer period of time as the CS Entities may in their discretion approve.
 - Following the AMO's initial supply of price data, the AMO must supply any additional price data at a minimum of one-hourly intervals or as otherwise agreed between the CS Entities and the AMO until the earlier of either successful reconnection to the FIX Gateway or end of day for trade acceptance. AMOs should reasonably endeavour to ensure that trade Price data supplied in such subsequent transfers ~~must~~ only includes incremental price data ~~only~~ (i.e. price data that has not already been submitted in a previous transfer).
 - Unless otherwise agreed by the CS Entities, No transfers of price data will be accepted after:
 - 7:00 PM on the trading day of the technical outage; or
 - ~~7:00-7:20 PM on the relevant trading day of the technical outage where one or more AMOs have requested~~ the CS Entities extend end of day cut-off.
 - The CS Entities will use reasonable endeavours to provide the price data within 30 minutes of receipt of the price data from the AMO.
 - The AMO must confirm in writing that the CS Entities are authorised to logon to CHES on the AMO's behalf.

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

This document provides general information only and may be subject to change at any time without notice. ASX Operations Pty Limited (ABN 42 004 523 782) and its related bodies corporate ("ASX") makes no representation or warranty with respect to the accuracy, reliability or completeness of the information. To the extent permitted by law, ASX and its employees, officers and contractors shall not be liable for any loss or damage arising in any way (including by way of negligence) from or in connection with any information provided or omitted, or from anyone acting or refraining to act in reliance on this information.