

## **CONDITIONS OF USE**

ASX Operations Pty Limited (ABN 42 004 523 782) ("ASXO") grants your Listed Company ("the Company") a license for use of the Listed Emblem, subject to the acceptance of the following conditions of use.

*Acceptance of the following conditions of use, will be deemed to have occurred upon the first use of the Listed Emblem.*

### **1. CONDITION PRECEDENT**

It is a condition precedent to the use of the Listed Emblem, that the Company is currently listed on ASX Limited (ABN 98 008 624 691) ("ASX").

### **2. GRANT OF LICENSE**

**2.1** In consideration of the performance by the Company of its obligations under this Agreement, ASXO grants to the Company a non-exclusive license to use the Listed Emblem, subject to the conditions of use of this Agreement.

**2.2** This Agreement does not restrict ASXO's right to use or grant a license for use of the Listed Emblem to any other person, company or entity.

### **3. TERM**

This Agreement will commence upon the use of the Listed Emblem and will continue until terminated in accordance with Clause 5.

### **4. THE COMPANY'S OBLIGATIONS**

#### **4.1 Protection of the Listed Emblem**

In relation to protection of the Listed Emblem, the Company agrees:

- (a) to use the Listed Emblem subject to any conditions or limitations contained within this document;
- (b) to use the Listed Emblem in accordance with Clause 7 (ASX Style and Branding Guidelines);
- (c) to provide all assistance reasonably requested by ASXO to protect ASXO's rights in the Listed Emblem;
- (d) to allow, upon seven (7) days notice from ASXO, ASXO to inspect the communications and documents bearing the Listed Emblem, such as to evaluate the compliance of those documents to the ASX Style and Branding Guidelines.

#### **4.2 Intellectual Property Rights**

The Company acknowledges that ASXO (or its successors or assignees) owns all right, title and interest in and to the Listed Emblem.

### **5. TERMINATION**

**5.1** This Agreement will terminate upon the first to occur of:

- (a) the occurrence of a termination event referred to in Clause 5.2; or
- (b) the expiration of 30 days after the date on which written notice of termination is given by either Party.

#### **5.2 Termination events**

Each of the following events will be a termination event the occurrence of which will give ASX the right to terminate this Agreement with immediate effect:

- (a) the Company is no longer a Listed Entity;
- (b) the Company is in breach of its obligation pursuant to this agreement and has failed to remedy the breach (if capable of remedying) within twenty-one (21)

- (c) days of receiving notice of the breach;
- (c) the Company ceases to be able to pay its debts as and when they become due and payable or is or becomes unable to pay its debts within the meaning of the Corporations Law or is presumed to be insolvent under the Corporations Law;
- (d) the Company ceases to carry on business;
- (e) if, in the opinion of ASX, the Company has acted in a manner inconsistent with the rules of conduct or admission as enforced at that time;
- (f) the Company merges with or transfers its engagement to another institution which is not a Listed Entity.

### **5.3 Effect of termination**

**5.3.1** Upon termination of this Agreement, the Grant of License will terminate and the Company must immediately cease all use and application of, and will have no further right to use:

- (a) the Listed Emblem; and
- (b) any graphical element that is substantially identical to the Listed Emblem.

**5.3.2** Within 14 days of termination of this Agreement, the Company shall provide ASX with a written undertaking that it has destroyed and removed the Listed Emblem from display on all material, documents, publications, brochures.

**5.3.3** Within 24 hours of termination of this Agreement, the Company shall remove the Listed Emblem from the internet site of the Company or any other site upon which it has placed the Listed Emblem.

## **6. TERMS OF USE**

**6.1** The Company undertakes to use the Listed Emblem only in the course of its business and in the promotion of its business in accordance with the terms and conditions contained within this agreement and the ASX Brand and Styling Guidelines.

**6.2** The Company undertakes to adhere to the display specifications and any other directions in the ASX Brand and Styling Guidelines.

**6.3** The Company shall not permit or suffer any third party who is not a party to this agreement to use the Listed Emblem unless that party has acknowledged and accepted the ASXO Conditions of Use.

**6.4** ASXO may, at its absolute discretion, prescribe certain uses as being unacceptable and that upon being notified by ASX of unacceptable uses, the Company shall immediately cease using the Listed Emblem in such unacceptable manner.

**6.5** ASXO may determine at its absolute discretion the conditions of use of the ASX Listed Emblem and if necessary monitor, enforce and protect the integrity of the mark and pursue any breaches of ASX's rights as owner and or breach of this agreement.

**6.6** The Company shall advise ASXO at its early convenience of any known breaches or threatened breaches to ASXO's rights as owner.

**6.7** The Company shall not use the Listed Emblem in such a way so as to create the impression that the Company is associated with ASX in any manner, other than being a Listed Entity.

## **7. STYLE AND BRANDING GUIDELINES**

(a) The two-colour version of the Listed Emblem may only appear in PMS 281 and PMS 3005.

(b) The single-colour version of the Listed Emblem may appear in black.

(c) The white version of the Listed Emblem should only appear in white.

(d) The mark or elements of the mark should not be treated as a graphic element, or repeat pattern. Individual elements can only be used on their own in exceptional circumstances, pending written approval from a duly authorised ASXO representative.

- (e) The lettering of the logotype and descriptor must not be redrawn or replaced in any other typeface.
- (f) The mark should not compete or become cluttered against background imagery or effects.
- (g) The size of the mark should be no smaller than 12mm (measured across its circumference).

#### **8. INDEMNITY**

The Company agrees to indemnify ASXO against the consequence of any loss, damage, expense, cost, claim, threat, demand as a result of the breach of this agreement

#### **9. GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by and construed in accordance with the laws of the State of New South Wales, Australia and each of the Parties hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State for the purpose of enforcing any claim arising under this Agreement.

#### **10. LEGAL RELATIONSHIP**

Nothing in this agreement shall create or intend to create any partnership relationship or principal and agent and neither party shall have the authority to bind the other outside the scope of the listing rules.

#### **11. ENTIRE AGREEMENT**

This Agreement (together with any documents referred to herein) constitutes the whole agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreements, understandings or arrangements with respect to the same.

#### **12. DEFINITIONS AND INTERPRETATION**

In this Agreement, unless the context otherwise requires:

**"Business Day"** means a day on which trading banks are open for general banking business in Sydney (excluding Saturdays, Sundays and public holidays);

**"License"** means the license granted by ASXO to the Company pursuant to clause 2.1;

**"Listed Entity"** means an entity that has been accepted for general admission under Listing Rule 1.1, to the official list of ASX Limited ("ASX");

**"Parties"** means the Parties to this Agreement and "Party" means any one of them;

**"Listed Emblem"** means the ASX Listed Company emblem as contained within the CD-ROM.



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