

## **LICENCE CONDITIONS OF USE**

ASX Operations Pty Limited (ABN 42 004 523 782) (“**ASXO**”) grants you, as a Listed Entity/ issuer of a Cash Market Product [circle/delete as appropriate] (“**You**”) a licence for use of the 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 Emblem.*

### **1. CONDITION PRECEDENT**

It is a condition precedent to the use of the Emblem that:

- (a) You are currently listed on ASX (if you are Listed Entity); or
- (b) Your Cash Market Products are currently traded on ASX (if you are the issuer of Cash Market Products).

### **2. GRANT OF LICENCE**

- 2.1** In consideration of the performance of Your obligations under this Agreement, ASXO grants You a non-exclusive, non-transferable licence to use the 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 licence for use of the Emblem to any other person, company or entity.

### **3. TERM**

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

### **4. YOUR OBLIGATIONS**

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

In relation to protection of the Emblem, You agree:

- (a) to use the Emblem subject to any conditions or limitations contained within this Agreement;
- (b) to provide all assistance reasonably requested by ASXO to protect ASXO's rights in the Emblem;
- (c) to allow, upon seven (7) days notice from ASXO, ASXO to inspect the communications and documents bearing the Emblem for the purposes of evaluating Your compliance with the ASX Style and Branding Guidelines and any other conditions of this Agreement.

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

You acknowledge that ASXO (or its successors or assignees) owns all right, title and interest in and to the 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 ASXO the right to terminate this Agreement with immediate effect:

- (a) You:
  - (i) cease to be a Listed Entity; or
  - (ii) Your Cash Market Products are no longer admitted to trading status on the Trading Platform. ;
- (b) You are in breach of your obligations pursuant to this Agreement and have failed to remedy the breach (if capable of remedying) within twenty-one (21) days of receiving notice of the breach;
- (c) You cease to be able to pay your debts as and when they become due and payable or become unable to pay your debts within the meaning of the Corporations Law or are presumed to be insolvent under the Corporations Law;
- (d) You cease to carry on business;
- (e) if, in the opinion of ASXO, You have acted in a manner inconsistent with the ASX Operating Rules as enforced at that time;
- (f) You merge with or transfer your engagement to another institution which is not a entity that trades its products on ASX.

## **5.3 Effect of termination**

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

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

**5.3.2** Within 14 days of termination of this Agreement, you will provide ASXO with a written undertaking that you have destroyed and removed the Emblem from display on all material including without limitation documents, publications and brochures.

**5.3.3** Within 24 hours of termination of this Agreement, you will remove the Emblem from Your internet site or any other site upon which You have placed the Emblem.

## **6. TERMS OF USE**

**6.1** You undertake to use the Emblem only in the course of Your business and in the promotion of Your business in accordance with the terms and conditions contained within this Agreement.

**6.2** You shall not permit 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.

**6.3** ASXO may, at its absolute discretion, prescribe certain uses of the Emblem as unacceptable and upon being notified by ASXO of any unacceptable uses, You shall immediately cease using the Emblem in such unacceptable manner.

**6.4** ASXO may determine in its absolute discretion the conditions of use of the Emblem and if necessary monitor, enforce and protect the integrity of the Emblem and pursue any breaches of ASXO's rights as owner and or breach of this Agreement.

**6.5** You will advise ASXO as soon as possible of any known breaches or threatened breaches to ASXO's rights as owner of the Emblem.

**6.6** You will not use the Emblem in any way that creates the impression that You are associated with ASX in any manner, other than as a Listed Entity or an issuer of a Cash Market Product (as applicable).

## 7. STYLE AND BRANDING GUIDELINES

- (a) The two-colour version of the Emblem may only appear in PMS 281 and PMS 3005.
- (b) The single-colour version of the Emblem may appear in black.
- (c) The white version of the 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

You agree to indemnify ASXO and its related bodies corporate, officers and employees against any claims, loss, damage, liability, expense and cost, that may be incurred or sustained by ASXO arising out of a breach of this Agreement and/or otherwise Your use of the Emblem.

## 9. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of New South Wales. Each Party submits to the non-exclusive jurisdiction of the courts of New South Wales and courts hearing appeals there from.

## 10. LEGAL RELATIONSHIP

This Agreement does not create or intend to create any partnership or relationship of principal and agent between the Parties. Neither Party will have the authority to bind the other outside the scope of the ASX Operating Rules.

## 11. ENTIRE AGREEMENT

This Agreement 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:

“**ASX**” means ASX Limited ((ABN 98 008 624 691).

“**ASX Operating Rules**” means the ASX Listing Rules, ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules, as amended and replaced from time to time.

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

“**Cash Market Product**” has the meaning given in the ASX Market Rules.

**“Corporations Law”** means the Corporation Act 2001 and related regulations, as amended or replaced from time to time.

**"Emblem"** means the 'Traded on ASX' emblem as contained within the CD-ROM.

**"Licence"** means the licence granted by ASXO to You 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.

**“Trading Platform”** has the meaning given in the ASX Market Rules.



**ASX**

AUSTRALIAN SECURITIES EXCHANGE

ASX Limited ABN 98 008 624 691 Exchange Centre, 20  
Bridge Street, Sydney NSW 2000 [www.asx.com.au](http://www.asx.com.au)