

Appendices to ASX Operating Rules Procedures

Section 1 – Access to the Market

Appendix 1121(a)

CERTIFICATION OF COMPLIANCE WITH VOLUMEMATCH® CLIENT AND NON-CLIENT SEGREGATION ARRANGEMENTS

Certification should be provided on the Trading Participant's letterhead and sent to ASX as follows:
Manager, ASX Compliance
ASX Limited
20 Bridge Street
Sydney NSW 2000

Certification of representations of compliance by [Trading Participant] with ASX Limited ("ASX") Rule [4206].

We have examined the obligations under the relevant Operating Rules of ASX relating to the requirement to separate effectively client VolumeMatch Book activities from Non-Client activities (including Non-Client VolumeMatch Book activities). We find [Trading Participant] to be compliant with this requirement. We have performed our review in accordance with the ASX VolumeMatch Certification Framework document and the ASX VolumeMatch Certification Test Procedures document. Our review included all matters considered by us to be necessary in the circumstances.

We confirm that, based on the representations set out in Schedules A – G and our own enquiries:

- **[Trading Participant]** has effectively separated their client VolumeMatch Book activities from their Non-Client activities (including their Non-Client VolumeMatch Book activities);
- Nothing has come to our attention during the course of our review which would indicate that **[Trading Participant]** would be unable to comply with this separation on an on-going basis; and
- The representations in Schedules A – F have been made by employees whom we consider to be suitably qualified and experienced in relation to the controls for which they are making those representations.

This certificate is intended for the use of ASX.

Director

Date

Director

Date

Schedule A – Separate Unique Identifiers for VolumeMatch Book

We confirm that, based on our review:

- **[Trading Participant]** is operationally ready to use separate unique identifiers for client and Non-Client access to VolumeMatch Book when/if issued by ASX; and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name	Signature	Date

Schedule B – Designated Open Interfaces

We confirm that, based on our review:

- **[Trading Participant]** is operationally ready to use designated Open Interface Devices through which only client VolumeMatch Book activities may be conducted (these same Open Interface Devices may also be used for other client activities); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name	Signature	Date

Schedule C – Operational and Physical Separation of Open Interface Devices

We confirm that, based on our review:

- **[Trading Participant]** is ready to ensure user access to the designated Open Interfaces Devices referenced in Schedule B above is operationally and physically separated from the user access to Open Interface Devices used for Non-Client activities (including Non-Client VolumeMatch Book activities); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name	Signature	Date

Schedule D – Operational and Physical Segregation of Employees

We confirm that, based on our review:

- **[Trading Participant]** is ready to ensure the operational and physical segregation of all Employees with access to client orders for VolumeMatch Book from Employees with access to Non-Client orders (including Non-Client VolumeMatch Book orders); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name	Signature	Date

Schedule E – Employees Access to Orders

We confirm that, based on our review:

- **[Trading Participant]** is operationally ready to ensure that Employees with access to Non-Client orders (including Non-Client VolumeMatch Book orders) are not able to, and will not be able to, access, view, query, discuss, or in any way be aware of the existence or nature of client VolumeMatch Book orders (except as set out in the ASX Operating Rule Procedures); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

_____	_____	_____
Name	Signature	Date

Schedule F – Employee Disclosure

We confirm that, based on our review:

- **[Trading Participant]** is operationally ready to ensure that Employees with access to client VolumeMatch Book orders do not disclosure, discuss, or in any way make aware to Employees with access to Non-Client orders the existence or nature of client VolumeMatch Book orders (except as set out in the ASX Operating Rule Procedures); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

_____	_____	_____
Name	Signature	Date

Schedule G – Certification Methodology

Attached is a copy of **[Trading Participant]** certification in accordance with the ASX VolumeMatch Certification Framework document and the ASX VolumeMatch Certification Test Procedures document.

Appendix 1402(a)

ANNUAL CERTIFICATION OF COMPLIANCE WITH VOLUMEMATCH CLIENT AND NON-CLIENT SEGREGATION ARRANGEMENTS

Certification should be provided on the Trading Participant's letterhead and sent to ASX as follows:

Manager, ASX Compliance
ASX Limited
20 Bridge Street
Sydney NSW 2000

Annual Certification of representations of compliance by [Trading Participant] with ASX Limited ("ASX") Rule [4206].

We have examined the obligations under the relevant Operating Rules of ASX relating to the requirement to separate effectively client VolumeMatch Book activities from its Non-Client activities (including Non-Client VolumeMatch Book activities). We find [Trading Participant] to be compliant with this requirement. We have performed our review in accordance with the ASX VolumeMatch Certification Framework document and the ASX VolumeMatch Certification Test Procedures document. Our review included all matters considered by us to be necessary in the circumstances.

We confirm that, based on the representations set out in Schedules A – G and our own enquiries:

- **[Trading Participant]** has effectively separated their client VolumeMatch Book activities from their Non-Client activities (including their Non-Client VolumeMatch Book activities);
- Nothing has come to our attention during the course of our review which would indicate that **[Trading Participant]** would be unable to comply with this separation on an on-going basis; and
- The representations in Schedules A – F have been made by employees whom we consider to be suitably qualified and experienced in relation to the controls for which they are making those representations.

This certificate is intended for the use of ASX.

Director

Date

Director

Date

Schedule A – Separate Unique Identifiers for VolumeMatch Book

We confirm that, based on our review:

- **[Trading Participant]** uses separate unique identifiers for client and Non-Client access to VolumeMatch Book as provided by ASX; and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name Signature Date

Schedule B – Designated Open Interfaces

We confirm that, based on our review:

- **[Trading Participant]** uses designated Open Interface Devices through which only client VolumeMatch Book activities may be conducted (these same Open Interface Devices may also be used for other client activities); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name Signature Date

Schedule C – Operational and Physical Separation of Open Interface Devices

We confirm that, based on our review:

- **[Trading Participant]** ensures user access to the designated Open Interfaces Devices referenced in Schedule B above is operationally and physically separated from user access to Open Interface Devices used for Non-Client activities (including Non-Client VolumeMatch Book activities); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name Signature Date

Schedule D – Operational and Physical Segregation of Employees

We confirm that, based on our review:

- **[Trading Participant]** ensures the operational and physical segregation of all Employees with access to client orders for VolumeMatch Book from Employees with access to Non-Client orders (including Non-Client VolumeMatch Book orders); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name Signature Date

Schedule E – Employees Access to Orders

We confirm that, based on our review:

- **[Trading Participant]** ensures that Employees with access to Non-Client orders (including Non-Client VolumeMatch Book orders) are not able to, and will not be able to, access, view, query, discuss, or in any way be aware of the existence or nature of client VolumeMatch Book orders (except as set out in the ASX Operating Rule Procedures); and

- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name	Signature	Date
------	-----------	------

Schedule F – Employee Disclosure

We confirm that, based on our review:

- [**Trading Participant**] ensures that Employees with access to client VolumeMatch Book orders do not disclose, discuss, or in any way make aware to Employees with access to Non-Client orders the existence or nature of client VolumeMatch Book orders (except as set out in the ASX Operating Rule Procedures); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name	Signature	Date
------	-----------	------

Schedule G – Certification Methodology

Attached is a copy of [**Trading Participant**] certification in accordance with the ASX VolumeMatch Certification Framework document and the ASX VolumeMatch Certification Test Procedures document.

Appendix 1402(b)

**FURTHER CERTIFICATION OF COMPLIANCE WITH VOLUMEMATCH
CLIENT AND NON-CLIENT SEGREGATION ARRANGEMENTS**

Certification should be provided on the Trading Participant's letterhead and sent to ASX as follows:

Manager, ASX Compliance
ASX Limited
20 Bridge Street
Sydney NSW 2000

Further Certification of representations of compliance by [Trading Participant] with ASX Limited ("ASX") Rule [4206].

We have examined the obligations under the relevant Operating Rules of ASX relating to the requirement to separate effectively client VolumeMatch Book activities from its Non-Client activities (including Non-Client VolumeMatch Book activities). We find [Trading Participant] to be compliant with this requirement. We have performed our review in accordance with the ASX VolumeMatch Certification Framework document and the ASX VolumeMatch Certification Test Procedures document. Our review included all matters considered by us to be necessary in the circumstances.

We confirm that, based on the representations set out in Schedules A – G and our own enquiries:

- **[Trading Participant]** has effectively separated their client VolumeMatch Book activities from their Non-Client activities (including their Non-Client VolumeMatch Book activities);
- Nothing has come to our attention during the course of our review which would indicate that **[Trading Participant]** would be unable to comply with this separation on an on-going basis; and
- The representations in Schedules A – F have been made by employees whom we consider to be suitably qualified and experienced in relation to the controls for which they are making those representations.

This certificate is intended for the use of ASX.

Director

Date

Director

Date

Schedule A – Separate Unique Identifiers for VolumeMatch Book

We confirm that, based on our review:

- **[Trading Participant]** uses separate unique identifiers for client and Non-Client access to VolumeMatch Book as provided by ASX; and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name	Signature	Date

Schedule B – Designated Open Interfaces

We confirm that, based on our review:

- **[Trading Participant]** uses designated Open Interface Devices through which only client VolumeMatch Book activities may be conducted (these same Open Interface Devices may also be used for other client activities); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name	Signature	Date

Schedule C – Operational and Physical Separation of Open Interface Devices

We confirm that, based on our review:

- **[Trading Participant]** ensures user access to the designated Open Interfaces Devices referenced in Schedule B above is operationally and physically separated from user access to Open Interface Devices used for Non-Client activities (including Non-Client VolumeMatch Book activities); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name	Signature	Date

Schedule D – Operational and Physical Segregation of Employees

We confirm that, based on our review:

- **[Trading Participant]** ensures the operational and physical segregation of all Employees with access to client orders for VolumeMatch Book from Employees with access to Non-Client orders (including Non-Client VolumeMatch Book orders); and
- Nothing has come to our attention during the course of this review which would indicate that [*Trading Participant*] is unable to comply with this requirement on an on-going basis.

Name	Signature	Date

Schedule E – Employees Access to Orders

We confirm that, based on our review:

- **[Trading Participant]** ensures that Employees with access to Non-Client orders (including Non-Client VolumeMatch Book orders) are not able to, and will not be able to, access, view, query, discuss, or in any way be aware of the existence or nature of client VolumeMatch Book orders (except as set out in the ASX Operating Rule Procedures); and
- Nothing has come to our attention during the course of this review which would indicate that *[Trading Participant]* is unable to comply with this requirement on an on-going basis.

_____	_____	_____
Name	Signature	Date

Schedule F – Employee Disclosure

We confirm that, based on our review:

- **[Trading Participant]** ensures that Employees with access to client VolumeMatch Book orders do not disclose, discuss, or in any way make aware to Employees with access to Non-Client orders the existence or nature of client VolumeMatch Book orders (except as set out in the ASX Operating Rule Procedures); and
- Nothing has come to our attention during the course of this review which would indicate that *[Trading Participant]* is unable to comply with this requirement on an on-going basis.

_____	_____	_____
Name	Signature	Date

Schedule G – Certification Methodology

Attached is a copy of **[Trading Participant]** certification in accordance with the ASX VolumeMatch Certification Framework document and the ASX VolumeMatch Certification Test Procedures document.

Section 2 – Products

Appendix 2230

ADJUSTMENT CIRCUMSTANCES

1. Reorganisation of capital into one class of financial products eligible to be approved as Underlying Financial Products

If the Underlying Financial Products are reorganised into Financial Products of one class and that class is eligible to be approved as Underlying Financial Products under Rule [2210], ASX may make the following adjustment to Contract Series:

- (a) change the description of the class of Underlying Financial Products to the class of financial products into which the Underlying Financial Products are reorganised;
- (b) change the Contract Size/Price Quotation Factor to the number of the financial products into which the Underlying Financial Products are reorganised; and
- (c) change the Exercise Price to ensure the Exercise Value of an Option in the Contract Series is, as near as is practicable, the same as it was immediately prior to the adjustment to the Contract Size/Price Quotation Factor.

2. Reorganisation of capital into more than one class of financial products where all classes are eligible to be approved as Underlying Financial Products

If the Underlying Financial Products are reorganised into more than one class of Financial Products and those classes are eligible to be approved as Underlying Financial Products under Rule [2210], ASX may make the following adjustment to the Contract Series in the Underlying Financial Products:

- (a) change the description of the class of Underlying Financial Products to those classes of financial products into which the Underlying Financial Products are reorganised; and
- (b) change the Contract Size/Price Quotation Factor, the Exercise Price and the number of Options, as required, to maintain the Exercise Value of an Option in the Contract Series.

3. Cash return of capital not involving cancellation or repurchase of Underlying Financial Products

If there is a pro rata cash distribution in respect of the Underlying Financial Products by way of return of capital which does not involve the cancellation or repurchase of any Underlying Financial Products, ASX may make the following adjustment to the Contract Series in the Underlying Financial Products:

- (a) change the Contract Size/Price Quotation Factor to the number of Underlying Financial Products calculated in accordance with the following formula:

$$NC = OC + R / (SC - r)$$

where:

NC is the Contract Size/Price Quotation Factor immediately after the adjustment

OC is the Contract Size/Price Quotation Factor immediately before the adjustment

R is the value of the cash return attributable to each OC

SC is the volume weighted average price of the Underlying Financial Products traded on the last cum return Trading Day (excluding special, late and overseas trades) unless the ASX considers that:

- (a) unusual conditions or circumstances are present (including an illiquid market in the Underlying Financial Products on that day); or
- (b) the Underlying Financial Products are also traded on an approved foreign exchange, in which case the ASX may, in its absolute discretion, determine a reasonable value for SC having regard to subparagraphs (a) and (b) r is the value of the cash return per Underlying Security; and

(c) change the Exercise Price to become the price calculated in accordance with the following formula:

$$NE = OE * OC / NC$$

where:

NE is the Exercise Price immediately after the adjustment
OE is the Exercise Price immediately before the adjustment
OC is the Contract Size/Price Quotation Factor immediately before the adjustment
NC is the Contract Size/Price Quotation Factor immediately after the adjustment.

4. Cash return of capital involving cancellation or repurchase of Underlying Financial Products

If there is a pro rata cash distribution in respect of Underlying Financial Products by way of return of capital which involves the cancellation or repurchase of Underlying Financial Products, ASX may make the following adjustment to the Contract Series in the Underlying Financial Products:

(a) Change the Contract Size/Price Quotation Factor to the number of Underlying Securities calculated in accordance with the following formula:

$$NC = BC + \frac{R}{(SC - r)(OC/BC)}$$

where:

NC is the Contract Size/Price Quotation Factor immediately after the adjustment
BC = OC – m
OC is the Contract Size/Price Quotation Factor immediately before the adjustment
m is the number of cancelled or repurchased Underlying Financial Products attributable to each OC
R is the value of cash return attributable to each OC
SC is the volume weighted average price of the Underlying Financial Products traded on the last cum return Trading Day (excluding special, late and overseas trades) unless the ASX considers that:

- (A) unusual conditions or circumstances are present (including an illiquid market in the Underlying Financial Products on that day); or
- (B) the Underlying Financial Products are also traded on an approved foreign exchange, in which case the Exchange may, in its absolute discretion, determine a reasonable value for SC having regard to sub-paragraphs (A) and (B)

r is the value of the cash return attributable to each Underlying Financial Product; and

(b) Change the Exercise Price to become the price calculated in accordance with the following formula:

$$NE = OE * OC / NC$$

where:

NE is the Exercise Price immediately after the adjustment
OE is the Exercise Price immediately before the adjustment
OC is the Contract Size/Price Quotation Factor immediately before the adjustment
NC is the Contract Size/Price Quotation Factor immediately after the adjustment.

5. Rights issue

If the holder of Underlying Financial Products has a renounceable or non-renounceable right to acquire any class of securities, ASX may make the following adjustment to the Contract Series in the Underlying Financial Products:

- (a) Change the Contract Size/Price Quotation Factor to the number of Underlying Financial Products calculated in accordance with the following formula:

$$NC = OC + \frac{\sum (n * r)}{S}$$

where:

NC is the Contract Size/Price Quotation Factor immediately after the adjustment

OC is the Contract Size/Price Quotation Factor immediately before the adjustment

\sum means the sum of the values for each $n * r$ as determined below

n is the number of rights attributable to each OC

r is the value of the rights calculated, subject to paragraph (c), from the volume weighted average price of the rights traded on the first ex rights Trading Day unless ASX considers that:

- (i) unusual conditions or circumstances are present (including an illiquid market in the rights on that day); or
- (ii) the rights are also traded on an approved foreign exchange, in which case ASX may, in its absolute discretion, determine a reasonable value for r having regard to sub-paragraphs (i) and (ii)

S is the volume weighted average price of the Underlying Financial Products traded on the first ex rights Trading Day (excluding special, late and overseas trades) unless ASX considers that:

- (i) unusual conditions or circumstances are present (including an illiquid market in the Underlying Financial Products on that day); or
- (ii) the Underlying Financial Products are also traded on an approved foreign exchange, in which case ASX may, in its absolute discretion, determine a reasonable value for S having regard to sub-paragraphs (i) and (ii);

- (b) Change the Exercise Price to become the price calculated in accordance with the following formula:

$$NE = OE * OC / NC$$

where:

NE is the Exercise Price immediately after the adjustment

OE is the Exercise Price immediately before the adjustment

OC is the Contract Size/Price Quotation Factor immediately before the adjustment

NC is the Contract Size/Price Quotation Factor immediately after the adjustment; and

- (c) if:

- (i) either:

- (A) the rights are renounceable but do not commence to trade on the first ex rights Trading Day; or
- (B) the rights are non-renounceable; and

- (ii) a cum rights market and an ex rights market for the Underlying Financial Products are available on the first ex rights Trading Day, the Exchange may, in its absolute discretion, determine a reasonable value for the rights having regard to the markets referred to in sub-paragraph (ii).

6. Bonus issues of financial products in the same class

If there is a bonus issue of financial products in the same class as the Underlying Financial Products ASX may make the following adjustment to the Contract Series in those Underlying Financial Products:

- (a) if the number of those financial products issued or distributed is equal to, or is a whole number multiple of, the number of Underlying Financial Products on issue immediately prior to that issue or distribution:

- (i) leave the Contract Size/Price Quotation Factor unchanged; and
 - (ii) reduce the Exercise Price proportionately; and
- (b) in any other case:
- (i) increase the Contract Size/Price Quotation Factor proportionately; and
 - (ii) reduce the Exercise Price to ensure the Exercise Value of an Option in the Contract Series/Price Quotation Factor is the same as it was immediately prior to the adjustment to the Contract Size/Price Quotation Factor.

7. Adjustment to the number of Open Contracts in a Contract Series by ASX Clear for a bonus issue of financial products in the same class.

If ASX adjusts a Contract Series under paragraph 6 of this Appendix, it must direct ASX Clear to make the following adjustment to the number of Open Contracts in that Contract Series:

- (a) if the adjustment is made under paragraph 6(a), increase proportionately the number of Options in that Contract Series registered as Open Contracts in the name of each writer of the Options and taker of the Options; and
- (b) if the adjustment is made under paragraph 6(b), leave unchanged the number of Options in that Series registered as Open Contracts in the name of each writer of the Options and taker of the Options.

8. Bonus issues of financial products in one or more different classes to the Underlying Financial Products and all classes are eligible to be approved as Underlying Financial Products

If there is a bonus issue of financial products in a different class, or in different classes to the Underlying Financial Products and each class of financial products is eligible to be approved as Underlying Financial Products under Rule [1110], ASX may make the following adjustment to the Contract Series in the Underlying Financial Products:

- (a) change the description of the Underlying Financial Products to include the new class or classes of financial products;
- (b) change the Contract Size/Price Quotation Factor, the Exercise Price and the number of Options, as required, to maintain the Exercise Value of an Option in the Contract Series.

9. Dividends

ASX will not make an adjustment to the specifications of a Contract Series for distributions made out of profits as dividends in respect of those Underlying Financial Products unless ASX considers an adjustment is appropriate under Procedure 10 including where:

- (a) the holders receive the dividends in the form of Financial Products with no cash alternative;
- (b) the dividends are principally related to transactions involving capital assets including the sale of part of the assets of the issuer of the Underlying Financial Products; and
- (c) the dividend is described as a "special dividend".

10. Alternative Adjustments

If:

- (a) an event of a kind specified in Procedures 1 to 9 occurs and ASX considers the Procedure is not appropriate in the circumstances; or
- (b) an event of a kind not specified in Procedures 1 to 9 occurs, (including an offer of Financial Products to holders of Underlying Financial Products under a takeover bid, an arrangement proposed for the purposes of, or in connection with, a scheme of reconstruction or amalgamation)

and ASX considers an adjustment should be made to the specifications of a Contract series over the Underlying Financial Products,

ASX may make, or refrain from making, an adjustment to the specifications of a Contract Series as ASX considers appropriate. If ASX decides to make an adjustment it may determine when the adjustment is to be effective and it will direct the Approved Clearing Facility and any Alternative Clearing Facility to make an adjustment to the number of Open Contracts registered with it.

Appendix 2241

ASX OPTION DISCLOSURE DOCUMENT

..... (name of Eligible Broker-Dealer or Eligible Institution) makes the following representations:

- (1) that it is an Eligible Broker-Dealer or Eligible Institution, and that as such:
 - (a) it owns and invests on a discretionary basis a specified amount of eligible securities sufficient for it to be deemed a qualified institutional buyer under Rule 144A under the Securities Act and, if it is a bank, savings and loan association, or other thrift institution, that it has a net worth meeting the requirements of Rule 144A under the Securities Act; and
 - (b) it has had prior actual experience in the U.S. standardised options markets, and as a result thereof has received the options disclosure document entitled "Characteristics and Risks of Standardized Options" that is prepared by the Options Clearing Corporation and U.S. options exchanges;
- (2) that it has received the ASX option disclosure document;
- (3) that its transactions in ASX Equity Options and Index Options will be for its own account or for the account of another Eligible Broker-Dealer or another Eligible Institution, or for the managed account of a non-U.S. person within the meaning of Rule 902(k)(2)(i) of Regulation S under the Securities Act;
- (4) that it will not transfer any interest or participation in an ASX Equity or Index Option contract that it has purchased or written to any other U.S. person, or to any person in the U.S., that is not an Eligible Broker-Dealer or Eligible Institution;
- (5) that:
 - (a) it will cause any disposition of an ASX option that it has purchased or written to be effected only on the ASX and to be settled on the ASX in Sydney;
 - (b) it understands that any required payments for premiums, settlement, exercise, or closing of any ASX option contract must be made in Sydney and in Australian dollars; and
 - (c) it understands that, if it is a writer of an ASX option contract, margin must be provided to that Participant and maintained, measured and deposited in Australian dollars or any other instrument approved by ASX Clear, such as ASX-traded securities or bank guarantees from ASX Clear-approved banks.
- (6) that, if it is an Eligible Broker-Dealer or Eligible Institution acting on behalf of another Eligible Broker-Dealer or Eligible Institution that is not a managed account, it has obtained from the other Eligible Broker-Dealer or Eligible Institution written representations to the same effect as these representations, and that it will provide the written representations to the Participant on demand; and
- (7) that it will notify the Participant of any change in the foregoing representations prior to placing any future order, and that the foregoing representations will be deemed to be made with respect to each order that it gives to the Participant.

For the purposes of these representations:

- (8) A reference to a person, firm, unincorporated association, corporation or government or statutory body includes its legal personal representatives, successors and assigns.
- (9) A statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (10) The terms below are defined as follows:

"ASX Clear" means ASX Clear Pty Limited.

“ASX Equity Options” means options over securities, traded on the ASX market.

“ASX Index Options” means options over indices, traded on the ASX market.

“Eligible Broker-Dealer” or “Eligible Institution” means an entity which:

- (a) is a “qualified institutional buyer” as defined in Rule 144A(a)(1) under the Securities Act, or an international organisation excluded from the definition of “US person” in Rule 902(K)(2)(vi) of Regulation S under the Securities Act; and
- (b) has had prior actual experience with traded options in the United States options markets, and, therefore has received the options disclosure document for United States standardised options required by Rule 9b-1 under the Securities Exchange Act of 1934 (US).

“Participant” means a person admitted as a participant of the ASX market.

“Securities Act” means the Securities Act of 1933 (US).

.....
Signature of authorised representative of Eligible Broker-Dealer of Eligible Institution

Name:

Title:

Date:

Section 3 Trading Rules

APPENDIX 3801 – 1

FUTURES CLIENT AGREEMENT – MINIMUM TERMS

Under Rule [3801], Market Participants are required to have entered into a Client Agreement with certain of their Clients before entering into certain Market Transactions. Client Agreements to be entered into before the entry into Market Transactions in respect of Futures must contain terms to the effect of the provisions set out in this Appendix, unless indicated otherwise in this Appendix or in the Rules.

Participants are advised to seek professional advice as to whether additional terms are appropriate for their relationship with their clients.

1. Application of ASX Operating Rules

The Client and the Market Participant agree that the terms of their relationship in respect of Futures Contracts and Option Contracts and any dealings between them concerning Futures Contracts and Option Contracts are subject to, and that they are bound by, the Corporations Act, the Rules, the ASX Clear Operating Rules and the procedures, customs, usages and practices of ASX, ASX Clear Pty Limited and their related entities, as amended from time to time, in so far as they apply to Futures Contracts and Option Contracts.¹

Note 1: Unless the context requires otherwise, words and expressions in this appendix have the meaning they have in the Rules.

2. Client to Provide Information

The Client will take all reasonable steps to deliver information or documentation to the Market Participant, or cause information or documentation to be delivered to the Market Participant concerning Market Transactions which are requested by a person having a right to request such information or documentation. The Market Participant is authorised to produce the information or documentation to the person making the request.

3. Nature of Market Participant's obligations and rights of Client

The Client acknowledges that any benefit or right obtained by a Clearing Participant upon registration of a Futures Contract or Option Contract with the Approved Clearing Facility by novation of a contract under Rule 5 of the ASX Clear Operating Rules or any other legal result of registration is personal to the Clearing Participant and the benefit of that benefit, right or legal result does not pass to the Client. The Client has no rights, whether by way of subrogation or otherwise, against ASX or the Approved Clearing Facility in relation to any dealings by the Market Participant (or any Clearing Participant) in Futures Contracts or Option Contracts.

4. Commissions and fees

The Client must pay to the Market Participant commissions, fees, taxes and charges in connection with dealings in Futures Contracts and Option Contracts for the Client at the rates determined by the Market Participant from time to time and notified to the Client in writing.

5. Appointment of ASX, ASX Clear and others as agent

The Client irrevocably appoints severally ASX, ASX Clear Pty Limited, and every director, manager and assistant manager for the time being of ASX or ASX Clear, at the option of ASX or ASX Clear (as applicable) to do all acts and execute all documents on the Client's behalf for the purpose of exercising the powers conferred on ASX under Rule 28.4 and ASX Clear under Rule 12 of the ASX Clear Operating Rules.⁶

Note 6: The ASX and ASX Clear have broad powers to deal with positions held by the Market Participant if the Market Participant commits an event of default under Rules [5160] to [5169] and Clearing Rule 12.1. The powers of ASX and ASX

Clear are set out in Rules [5160] to [5169] and Clearing Rule 12.2 respectively.

6. Effect of termination

Termination does not affect the existing rights and obligations of the Client or the Market Participant at termination.

7. Revised terms prescribed by ASX

If ASX prescribes amended minimum terms for a Client Agreement for the purposes of the Rules (the "New Terms"), to the extent of any inconsistency between these minimum terms and the New Terms, the New Terms will override the terms of the Client Agreement and apply as if the Client and the Market Participant had entered into an agreement comprising the New Terms.

8. Market Participant to provide Client with copy of changes

The Market Participant will provide a copy of the New Terms to the Client as soon as practicable after ASX prescribes the New Terms.

APPENDIX 3801 – 1

ADDENDUM TO FUTURES CLIENT AGREEMENT FUTURES CONTRACTS OVER AN UNDERLYING COMMODITY WHICH IS GRAIN CLIENT AGREEMENT – MINIMUM TERMS

This is an addendum to Appendix [3801]-1 which sets out the minimum terms of the Futures Contract Client Agreement. The following additional minimum terms must also be included in the Client Agreement if the Market Participant proposes to trade on behalf of Clients in Futures Contracts over an Underlying Commodity which is grain.

Market Participants are advised to seek professional advice as to whether further additional terms are appropriate for their relationship with their Clients in respect of Futures Contracts over an Underlying Commodity which is grain.

Terms defined in Rule [7100] of the ASX Operating Rules have the same meaning in this addendum. In this addendum a reference to:

“**ASX Clear**” is ASX Clear Pty Limited;

“**Bulk Handler**” is a reference to any company which operates Delivery Depots with whom ASX Clear has entered into an arrangement for the storage and handling of the Underlying Commodity;

“**Bulk Handler Agreement**” is a reference to a bulk handler agreement with the relevant Bulk Handler governing the storage and handling of an Underlying Commodity;

“**Delivery Depot**” is a reference to a facility for the storage and handling of the Underlying Commodity in a location approved by ASX in consultation with ASX Clear;

“**Interest**” is, in relation to an Underlying Commodity which is grain, a reference to the interest which ASX Clear has in the Underlying Commodity under the terms of the Bulk Handler Agreement;

1. The nature of the Futures Contract and the Underlying Commodity

The Client acknowledges that:

- (a) ASX Clear operates a clearing and settlement facility for deliverable Futures Contracts over an Underlying Commodity which is grain;
- (b) Under the ASX Clear Operating Rules, a Clearing Participant which is a Seller under a Futures Contract must ensure that ASX Clear holds, prior to the settlement of the contract by effecting delivery of the Underlying Commodity, an Interest in the Underlying Commodity and that Interest will be held by ASX Clear for the benefit of that Clearing Participant;
- (c) ASX Clear will hold the Interest in the Underlying Commodity for the benefit of a Clearing Participant which is a Buyer where the Buyer has taken delivery in accordance with the ASX Clear Operating Rules;
- (d) ASX Clear will not generally take or make actual physical delivery of the Underlying Commodity from or to a Clearing Participant;
- (e) the Underlying Commodity in which ASX Clear holds the Interest is held by a Bulk Handler in a Delivery Depot and the physical storage, transfer and physical delivery of the Underlying Commodity is governed by the terms of the relevant Bulk Handler Agreements;
- (f) the Bulk Handler will hold the Underlying Commodity for a number of Clients of the Bulk Handler (one of which is ASX Clear) and will recognise the interest of ASX Clear in the stored Underlying Commodity with the other Clients of the Bulk Handler (as owners in common);
- (g) the Bulk Handler will only recognise ASX Clear's Interest and is not bound to recognise that ASX Clear may hold the Interest, or any part of the Interest, for the benefit of a Clearing Participant or the Client;

- (h) ASX Clear may deal with, and exercise all rights attached to, its Interest in accordance with the ASX Clear Operating Rules and any Bulk Handler Agreement and need not, subject to the ASX Clear Operating Rules, have regard to any interest the Client or Clearing Participant might have in the Underlying Commodity; and
- (i) ASX Clear has no obligation to insure any Interest or any Underlying Commodity represented by that Interest.

2. No representations and warranties ASX or ASX Clear

The Client acknowledges that neither ASX nor ASX Clear makes any warranty or representation to the Client or the Market Participant:

- (a) concerning the quality or suitability for any purpose of any Underlying Commodity or the correspondence of any Underlying Commodity with any description or sample;
- (b) that any Bulk Handler Agreement or any similar agreement between the Bulk Handler and any other person is valid or enforceable;
- (c) that the interest conferred on ASX Clear under any Bulk Handler Agreement is a valid and enforceable interest or that it confers on or through ASX Clear a proprietary interest in the relevant Underlying Commodity; or
- (d) concerning the suitability or financial viability of, or the services provided by, the Bulk Handler.

The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from any contract created or contemplated by the ASX Operating Rules.

3. Instructions

The following term must be included in the Client agreement between the Market Participant and its Client, where the Client does not also have an agreement with the Clearing Participant governing the clearing of Market Transactions:

The Market Participant will notify the Client of procedures for the Client to give instructions for the lodgement of Tender Documentation prior to the settlement of Open Contracts including, without limitation, the latest time at which those instructions will be accepted.

4. Pre-settlement arrangements for Sellers

Prior to the Client instructing the Market Participant to settle a Futures Contract by effecting delivery of the Underlying Commodity, the Client must have transferred, or procured the transfer, through a Clearing Participant to ASX Clear an Interest in the Underlying Commodity at least two Business Days prior to instructing the Market Participant to effect tender in accordance with the ASX Clear Operating Rules and Clearing Procedures.

5. Authority

If the Client transfers or delivers, or provides for transfers or delivery, of the Underlying Commodity to the Clearing Participant to enable the Clearing Participant to meet its obligations to ASX Clear under the ASX Clear Operating Rules, the Client represents and warrants to each of the Market Participant and the relevant Clearing Participant that:

- (a) it has capacity and authority to transfer or deliver (as applicable) the Underlying Commodity to the Clearing Participant;
- (b) that the Clearing Participant is authorised to transfer or deliver (as applicable) the Underlying Commodity (or an interest in the Underlying Commodity) to ASX Clear; and

- (c) that the Underlying Commodity (or an interest in the Underlying Commodity) is free from any encumbrance or lien.

6. Conversion of "old season grain" to "new season grain"

The Client acknowledges that the Bulk Handler Agreement may give ASX Clear, as the holder of the Interest, the right to convert "old season grain" to "new season grain" and the Clearing Participant is, under the ASX Clear Operating Rules, required to indemnify ASX Clear against any costs and expenses incurred by the ASX Clear where ASX Clear exercises any right in respect of such conversion.

7. ASX Clear directions

The Client acknowledges that ASX Clear may make a direction to the Clearing Participant to either:

- (a) accept the transfer from ASX Clear of all or part of the Interest which ASX Clear holds for the benefit of the Clearing Participant; or
- (b) accept physical delivery from ASX Clear (or its agent) of all or part of the Underlying Commodity represented by that Interest.

The Client also acknowledges that if the ASX Clear Clearing Participant does not comply with a direction of that kind from ASX Clear, ASX Clear has powers under the ASX Clear Operating Rules to dispose of the Interest or the Underlying Commodity represented by the Interest.

8. Clearing Participant directions

Where the Clearing Participant holds or receives the Underlying Commodity or any interest in the Underlying Commodity for the benefit of the Client, the Client must in turn comply with any direction given in connection with the holding, transfer or delivery of the interest or the Underlying Commodity which the Clearing Participant considers necessary to comply with its obligations under the ASX Clear Operating Rules or any agreement between the Clearing Participant and a Bulk Handler. The Market Participant may take all necessary steps, including the execution of all necessary documents, to give effect to that direction.

APPENDIX 3801-2

OPTIONS CLIENT AGREEMENT - MINIMUM TERMS

Note: *Under Rule [3801], Market Participants are required to enter into a Client Agreement with certain of their Clients before entering into Market Transactions in respect of certain products. All Client Agreements with retail clients entered into prior to entering into Market Transactions in Options must contain terms to the effect of the provisions set out in this Appendix, unless indicated otherwise in a note to a provision.*

Under the ASX Clear Operating Rules, ASX Clear also prescribes certain minimum terms which relate to the clearing and settlement of Option Transactions entered into on ASX's market and registered with ASX Clear and those terms must be included in the client agreement between the Client and its Clearing Participant.

1. Application of ASX Operating Rules

The Client and the Market Participant are bound by the ASX Operating Rules of ASX Limited ("ASX"), the Corporations Act and the Procedures, customs, usages and practices of ASX and its related entities, as amended from time to time, in so far as they apply to Options / derivative instruments traded on ASX for the Client.¹

Note 1: The Client and the Market Participant must specify the instruments in which the Client authorises the Market Participant to deal. The following provisions will refer to the instruments in which the Market Participant has authority to deal as "the ASX Derivative Market Contracts".

2. Commissions and fees

The Client must pay to the Market Participant commissions, fees, taxes and charges in connection with dealings for the Client in ASX Derivative Market Contracts at the rates determined by the Market Participant from time to time and notified to the Client in writing.

3. Client to provide information

The Client will take all reasonable steps to deliver information or documentation to the Market Participant, or cause information or documentation to be delivered to the Market Participant concerning Option Transactions which are requested by a person having a right to request such information or documentation. The Market Participant is authorised to produce the information or documentation to the person making the request.

4. Right to refuse to deal

The Client acknowledges that the Market Participant may at any time refuse to deal in, or may limit dealings in, the ASX Derivative Market Contracts for the Client. The Trading Participant is not required to act in accordance with the Client's instructions, where to do so would constitute a breach of the ASX Operating Rules, the ASX Clear Operating Rules or the Corporations Act. The Market Participant will notify the Client of any refusal or limitation as soon as practicable.

5. Effect of termination

Termination does not affect the existing rights and obligations of the Client or the Market Participant at termination.

6. Revised terms prescribed by ASX

If ASX prescribes amended minimum terms for a Client Agreement for the ASX Derivative Market Contracts for the purposes of the Rules (the "New Terms"), to the extent of any inconsistency between these minimum terms and the New Terms, the New Terms will override the terms of the Client Agreement and apply as if the Client and the Market Participant had entered into an agreement containing the New Terms.

7. Market Participant to provide Client with copy of changes

The Market Participant will provide a copy of the New Terms to the Client as soon as practicable after ASX prescribes the New Terms.

APPENDIX 3801 – 3

ASX WARRANT CLIENT AGREEMENT MINIMUM TERMS

The following declarations from the client(s) should be included:

1. I/We am/are aware that admission to Trading Status of a Warrant does not imply that ASX or the Securities Exchanges Guarantee Corporation Limited gives any guarantee or warranty as to the viability of the Warrant-Issuer or Guarantor.
2. I/We acknowledge that failure of the Warrant-Issuer or the Guarantor (if applicable) to fulfil their obligations does not give rise to a claim against ASX, handling Market Participants or the Securities Exchanges Guarantee Corporation Limited.

APPENDIX 3801 – 4

PARTLY PAID SECURITY CLIENT AGREEMENT FORM

The following declaration from the client(s) should be included:

I/We acknowledge that an obligation on me/us in relation to a Partly Paid Security, including an obligation to make a further payment, does not give rise to a claim against ASX or the Securities Exchanges Guarantee Corporation Limited.

APPENDIX 3803

WHOLESALE CLIENT AGREEMENT – OPTIONS MARKET CONTRACT ONLY

Under Rule [3803] a Wholesale Client may sign and lodge this form with ASX Clear. This document is also recognised under Rule 7.1.3 of the ASX Clear Operating Rules.

AGREEMENT between(ABN) (the "Client"), a Market Participant (which accepts an order from the Client), that Market Participant's Clearing Participant (if applicable), or a Clearing Participant (which, under the ASX Clear Operating Rules, accepts an allocation or receives a transfer of Open Contracts for the relevant Client Account).

By virtue of ASX Rule [3803] and ASX Clear Operating Rule 7.1.3 the Client, a Market Participant (which accepts an order from the Client), that Market Participant's Clearing Participant (if applicable), a Clearing Participant (which accepts an allocation or receives a transfer of Open Contracts) are each taken to have entered into an agreement with the Client in accordance with the terms of this Agreement.

The Client and each of the other parties (as applicable) agree and acknowledge as follows:

1. Application of Rules

The parties are bound by the Rules of ASX Limited ("ASX"), the Corporations Act and the Procedures, customs, usages and practices of ASX and its related entities, as amended from time to time, in so far as they apply to Options and other derivative instruments traded on ASX for the Client.

The Clearing Participant and the Client are also bound by the ASX Clear Operating Rules. All parties acknowledge that each Option registered with ASX Clear Pty Limited ("ASX Clear") is subject to the ASX Clear Operating Rules and the practices, directions, decisions and requirements of ASX Clear. Similarly, the Client acknowledges that each Option registered with an Alternative Clearing Facility under ASX Operating Rule 1.1050 is subject to the operating rules and the practices, directions, decisions and requirements of that facility.

2. Authority

The Client acknowledges that they are either:

- (a) acting as principal; or
- (b) acting as an intermediary on another's behalf and are specifically authorised to transact the Derivative Market Contract, by the terms of:-
 - (i) a licence held by the Client;
 - (ii) a trust deed (if the Client is a trustee); or
 - (iii) an agency contract.

3. Nature of Market Participant's obligations

Notwithstanding that the Market Participant may act in accordance with the instructions of, or for the benefit of, the Client, the Client acknowledges that any contract arising from any order submitted to the Market, is entered into by the Market Participant as principal.

4. Nature of Clearing Participant's obligations

Upon registration of a contract with ASX Clear in the name of a Clearing Participant, the Client acknowledges that the Clearing Participant incurs obligations to ASX Clear as principal, even though the contract may have been entered on the Client's instructions.

5. Rights of Client

The Client acknowledges that any benefit or right obtained by a Clearing Participant upon registration of a contract with ASX Clear by novation of a contract under the ASX Clear Operating Rules or any other legal result of registration is personal to the Clearing Participant and the benefit of that benefit, right or legal result does not pass to the Client. The Client has no rights, whether by way of subrogation or otherwise, against ASX or ASX Clear in relation to any transactions by the Clearing Participant (or any other Clearing Participant or Market Participant) in the Derivative Market Contract.

6. Dealing as principal

The Client acknowledges that the Market Participant or Clearing Participant may, in certain circumstances permitted under the Corporations Act, the ASX Operating Rules or the ASX Clear Operating Rules, take the opposite position in a transaction in the Derivative Market Contract, either acting for another client or on its own account.

7. Client funds property

The Clearing Participant must deal with any money and property paid or given to the Clearing Participant in connection with the Clearing Participant/Client relationship in accordance with the Corporations Act and the ASX Clear Operating Rules.

The Client acknowledges that the Client's monies and the monies of other clients of the Clearing Participant may be combined and deposited by the Clearing Participant in a trust account or clients' segregated account. The Client acknowledges that all monies credited to the clients' segregated account maintained by the Clearing Participant may be used by the Clearing Participant to meet the default of any client of the Clearing Participant.

8. Clearing Participants may call for funds or security

The Clearing Participant may call for payment of money or the provision of other security which the Clearing Participant considers, in its absolute discretion, appropriate in connection with the obligations incurred by the clearing Participant in respect of contracts registered in the Client's Account. The time by which the Client must pay any amount called or provide security is of the essence and the Client must pay the amounts, or provide the relevant security, within 24 hours of the call for payment.

9. Default

If:

- (a) the Client fails to pay, or provide security for, amounts payable to the Clearing Participant;
- (b) the Client fails to complete a contract for the transfer of Underlying Financial Products following the exercise of an Option; or
- (c) a guarantee or other security provided by the Client pursuant to the Rules is withdrawn or becomes ineffective,

the Clearing Participant may, in addition to any other rights which they may have against the Client, without giving prior notice to the Client, take any action, or refrain from taking action, which it considers reasonable in the circumstances in connection with Open Contracts registered in the Client's Account and, without limitation, the Clearing Participant may:

- (a) enter into one or more transactions to effect the close out of one or more Open Contracts in accordance with the ASX Clear Operating Rules; or
- (b) exercise one or more Options in accordance with the ASX Clear Operating Rules,

and the Client must account to the Clearing Participant as if those actions were taken on the instructions of the Client and, without limitation, is liable for any deficiency and is entitled to any surplus which may result.

Note: Clause 9 does not give the Clearing Participant power to deal with any of the Client's securities or other property held by the Clearing Participant if the Client defaults to the Clearing Participant and apply the proceeds against the default. If this power is required, an appropriate provision must be included in a separate agreement between the Clearing Participant and the Client.

10. Commissions and fees

The Client must pay to the Market Participant and/or the Clearing Participant commissions, fees, taxes and charges in connection with dealings for the Client in ASX Derivative Market Contracts at the rates determined by the Market Participant and/or the Clearing Participant from time to time and notified to the Client in writing.

11. Tape recording of conversations

The Client acknowledges that the Market Participant and/or the Clearing Participant may record telephone conversations between the Client and the Market Participant or Clearing Participant. If there is a dispute between the Client and the Market Participant or the Client and the Clearing Participant, the Client has the right to listen to any recording of those conversations.

12. Client to provide information

The Client will take all reasonable steps to deliver information or documentation to the Market Participant and/or the Clearing Participant, or cause information or documentation to be delivered to the Market Participant and/or the Clearing Participant concerning Options which are requested by a person having a right to request such information or documentation. The Market Participant and/or the Clearing Participant is authorised to produce the information or documentation to the person making the request.

13. Appointment as agent

The Client irrevocably appoints severally ASX Clear, and every director, manager and assistant manager for the time being of ASX Clear, at the option of ASX Clear to do all acts and execute all documents on the Client's behalf for the purpose of exercising the powers conferred on ASX Clear under the ASX Clear Operating Rules including, without limitation, the power to transfer or close out Open Contracts if the Clearing Participant commits an event of default.

Note: ASX Clear has broad powers under the ASX Clear Operating Rules to deal with positions held by the Clearing Participant if the Clearing Participant commits an event of default under the ASX Clear Operating Rules. The powers are set out in the ASX Clear Operating Rules.

14. Right to refuse deal

The Client acknowledges that the Market Participant and/or the Clearing Participant may at any time refuse to deal in, or may limit dealings in, the ASX Derivative Market Contracts for the Client. Neither the Market Participant nor the Clearing Participant is required to act in accordance with the Client's instructions, where to do so would constitute a breach of the ASX Operating Rules, the ASX Clear Operating Rules or the Corporations Act. The Market Participant and/or the Clearing Participant will notify the Client of any refusal or limitation as soon as practicable.

15. Termination of agreement

Either the Client, the Market Participant or the Clearing Participant may terminate this Agreement by giving notice in writing to the other parties. Termination will be effective upon receipt of the notice by the other parties.

Note: If the parties wish to provide for a minimum period of notice to terminate or limit their rights to terminate in some way, an appropriate provision must be included in a separate agreement with the Client. The parties might also consider documenting the terms by which notice may be given and received.

16. Effect of termination

Termination does not affect the existing rights and obligations of the Client, Market Participant or the Clearing Participant at termination. Upon termination of this Agreement, the ASX Clear Participant will close out all Open Contracts registered in the Client's Account, unless, in accordance with a direction from the Client, the registration of those contracts is transferred to another Clearing Participant in accordance with the ASX Clear Operating Rules.

17. Withdrawal of Agreement lodged with ASX Clear

If the Client intends to withdraw the lodgement of the signed version of this Agreement lodged, or taken to have been lodged, with ASX Clear the Client must give notice in writing to ASX Clear. The lodgement will be taken to have been withdrawn at the close of trading on the day following the receipt of the notice by ASX Clear. Such withdrawal does not terminate this Agreement, which can only be effected in accordance with clause 16.

18. Revised terms prescribed by ASX

If ASX prescribes amended minimum terms for a Wholesale Client Agreement for the purposes of the ASX Operating Rules (the "New Terms"), to the extent of any inconsistency between these minimum terms and the New Terms, the New Terms will override the terms of this Wholesale Client Agreement and apply as if the Client, Market Participant and the Clearing Participant had entered into an agreement comprising the New Terms.

19. Participant to provide Client with copy of changes

The Market Participant and the Clearing Participant will provide a copy of the New Terms to the Client as soon as practicable after ASX prescribes the New Terms.

20. Interpretation

Any term used in this Agreement which is defined in the ASX Operating Rules has the meaning given in the ASX Operating Rules. References to the "Clearing Participant" refer to the Market Participant (if it also a Clearing Participant), the Market Participant's Clearing Participant (if the Market Participant has clearing arrangements with a Clearing Participant) or the Clearing Participant which accepts an allocation or the transfer of an Open Contract (as applicable).

Executed by the Client on/...../.....

Individual

.....

Signature

.....

Name (Printed)

OR

Corporation

The Common Seal of

..... was

duly affixed by authority of the directors
in the presence of:

.....
Signature of Director

.....
Signature of Secretary / Director

.....
Name (Printed)

.....
Name (Printed)

OR

Where Corporation is executing Agreement without using a common seal under S127(1) of the Corporations Act.

Executed by

in accordance with section 127(1) of the

Corporations Act by authority of its

directors in the presence of:

.....
Signature of Authorised Person

.....
Name (printed) and office held

.....
Signature of Witness

.....
Signature of authorised person

.....
Name of Witness (Printed)

.....
Name (Printed) and office held

Section 4. Execution, quote display and reporting services

Appendix 4013

PART 1 – SESSION STATES AND PARAMETERS

The Session States and parameters in respect of them are as set out in the table below. The parameters describe the manner in which a Trading Platform will function during a Session State while it is operational:

Session State	Parameters
Pre_Open	<ul style="list-style-type: none"> • Bids and Offers may be entered, amended or cancelled in the Trading Platform; • Bids and Offers remaining in the Trading Platform from the previous Session State may be amended or cancelled; • Bids and Offers remaining in the Trading Platform at the commencement of the Session State retain their ranking In Price/Time Priority; • No Bids or Offers will be matched; • Allowable trades may be reported.
Open	<ul style="list-style-type: none"> • An Auction is conducted on commencement of the Session State; • Qualifying Bids and Offers that have not been matched in the Auction on transition to the Session State retain their ranking In Price/Time Priority; • Bids and Offers may be entered, amended or cancelled in the Trading Platform; • Bids and Offers are matched in Price/Time Priority on a continuous basis; • Allowable trades may be reported.
Open_Quote-Display	<ul style="list-style-type: none"> • Indicative Bids and Offers may be entered, amended or cancelled only by issuers of the quoted instrument in the Trading Platform; • Indicative Bids and Offers remaining in the Trading Platform from the previous Session State may be amended or cancelled; • Indicative Bids and Offers remaining in the Trading Platform at the commencement of the Session State retain their ranking In Price/Time Priority; • No Indicative Bids or Offers will be automatically matched; • Orders are matched manually between the issuer of the quoted instrument and counterparty and then reported as an allowable Off Market Transaction.
Pre_CSPA	<ul style="list-style-type: none"> • Parameters are as for the Pre_Open Session State.

CSPA	<ul style="list-style-type: none"> • An Auction is conducted on commencement of the Session State; • No Bids and Offers may be entered, amended or cancelled in the Trading Platform; • Qualifying Bids and Offers that have not been matched in the Auction will be carried through to the next Session State In Price/Time Priority; • No trades may be reported.
Late_Trading	<ul style="list-style-type: none"> • No Bids and Offers may be entered or amended; • Bids and Offers remaining from the previous Trading Session State may be cancelled; • No Bids or Offers will be automatically matched; • Manual Procedures for matching In Price/Time Priority apply; • Allowable trades may be reported.
Pre_Night-Trading	<ul style="list-style-type: none"> • Parameters are as for the Pre-Open Session State.
Open_Night-Trading	<ul style="list-style-type: none"> • Parameters are as for the Open Session State.
Adjust	<ul style="list-style-type: none"> • No Bids and Offers may be entered; • Bids and Offers remaining in the Trading Platform from the previous Session State may be cancelled, or amended provided their ranking In Price/Time Priority is not improved; • No Bids or Offers will be matched; • Allowable trades may be reported.
Adjust_ON	<ul style="list-style-type: none"> • Parameters are as for the Adjust Session State
Enquire	<ul style="list-style-type: none"> • No Trading Messages may be entered or amended in the Trading Platform and no matching or Auctions take place; • Trading Platform remains available for enquiries.
Pre_NR	<ul style="list-style-type: none"> • Parameters are as for the Pre-Open Session State.
Suspend	<ul style="list-style-type: none"> • Bids and Offers may not be entered; • Bids and Offers remaining from the previous Trading Session State may be cancelled but not amended; • No Bids and Offers are matched or Auctions take place; • No trades may be reported.

Trading_Halt	<ul style="list-style-type: none"> • Bids and Offers may be entered, amended or cancelled in the Trading Platform; • Bids and Offers remaining in the Trading Platform from the previous Session State may be amended or cancelled; • All Bids and Offers remaining in the Trading Platform from the previous Session State retain their ranking In Price/Time Priority; • No Bids and Offers are matched or Auctions take place; • No trades may be reported.
Purge_Orders	<ul style="list-style-type: none"> • All expired unmatched Bids and Offers in the Trading Platform are centrally inactivated/ cancelled; • No Bids and Offers are matched or Auctions take place; • Bids and Offers may not be entered or amended; • No trades may be reported.
Close	<ul style="list-style-type: none"> • No Trading Messages may be entered or amended in the Trading Platform and no matching or Auctions take place.
System_Maintenance	<ul style="list-style-type: none"> • Parameters are as for the Enquire Session State.
Open_VMB	<ul style="list-style-type: none"> • Bids and Offers may be entered, amended or cancelled in the VolumeMatch Book; • Bids and Offers are matched in time priority on a continuous basis.
Wait_VMB	<ul style="list-style-type: none"> • On commencement of this session state, all unmatched Bids and Offers in the VolumeMatch Book are centrally inactivated; • Bids and Offers may not be entered.

PART 2 – SESSION STATES TIMES

Unless otherwise notified by ASX to Trading Participants (by message or code displayed in the Trading Platform or such other means as ASX considers appropriate), Session States will apply at the times indicated in the timetable set out below in respect of the Products indicated.

Name of Session State	Equity Securities (Incl Managed Fund Products and ETF Securities)***	Grain Futures and Options	Wool Futures	Equity Options	Index Futures and Options	Interest Rate Securities	Warrants - Index, Commodity, & Currency	Warrants - Excl. Index, Commodity, & Currency	Quote Display Board	VolumeMatch Book
Pre_Open	07.00.00-10.00.00*	08.00.00-11.00.00*	07.00.00-09.50.00*	07.00.00-10.00.00****	07.00.00-09.50.00*	07.00.00-10.00.00*****	07.00.00-09.50.00*	07.00.00-10.00.00*****		
Wait_VMB										07.00.00-10.30.00#
Open	10.00.00*-16.00.00	11.00.00*-16.30.00	09.50.00*-16.30.00-	10.00.00****-16.20.00	09.50.00*-17.00.00	10.00.00****-16.00.00	09.50.00*-16.00.00	10.00.00****-16.00.00		
Open_Quote-Display									07.00.00-18.45.00	
Open_VMB										10:30:00# – 10:33:00
Wait_VMB										10:33:00 – 10:35:00#
Open_VMB / Wait_VMB##										10:30:00# – 15:33:00
Adjust										15:33:00 – 18:50:00
Pre_CSPA	16.00.00-16.10.00**					16.00.00-16.10.00**	16.00.00-16.10.00**	16.00.00-16.10.00**		
CSPA	16.10.00**-16.12.00					16.10.00**-16.12.00	16.10.00**-16.12.00	16.10.00**-16.12.00		
Late_Trading			16.30.00-17.00.00	16.20.00-17.00.00						
Pre_Night-Trading		16.30.00-17.30.15*			17.00.00-17.30.00*					
Open_Night-Trading		17.30.15*-18.30.00			17.30.00*-18.50.00					
Adjust	16.12.00-17.00.00					16.12.00-17.00.00	16.12.00-17.00.00	16.12.00-17.00.00	18.45.00-18:50:00	
Adjust_ON	17.00.00-18.50.00					17.00.00-18.50.00	17.00.00-18.50.00	17.00.00-18.50.00		

Enquire		18.30.00-	17.00.00-	17.00.00-						
		18.50.00	18.50.00	18.50.00						
Purge Orders	18.50.00-18.59.00	18.50.00-	18.50.00-	18.50.00-	18.50.00-	18.50.00-	18.50.00-	18.50.00-	18.50.00-	18.50.00-
		19.00.00	19.00.00	19.00.00	19.00.00	18.59.00	18.59.00	18.59.00	18.59.00	18.59.00
System Maintenance	18.59.00-19.00.00					18.59.00-	18.59.00-	18.59.00-	18.59.00-	18.59.00-
						19.00.00	19.00.00	19.00.00	19.00.00	19.00.00
Close	19.00.00-07.00.00	19.00.00	19.00.00-	19.00.00-	19.00.00-	19.00.00-	19.00.00-	19.00.00-	19.00.00-	19.00.00-
		08.00.00	07.00.00	07.00.00	07.00.00	07.00.00	07.00.00	07.00.00	07.00.00	07.00.00

* Random Openings;
+/- 15 secs

** Random CSPA;
+/- 30 secs

*** Equity Group random Openings;
+/- 15 secs

Group 1	A – B	10:00:00
Group 2	C – F	10:02:15
Group 3	G – M	10:04:30
Group 4	N – R	10:06:45
Group 5	S – Z	10:09:00

**** Equity Options random Openings;
+ 14 secs / - 15 secs

***** Interest Rate Securities random Openings;
+ 15 secs / - 14 secs

***** Warrants - Excl. Index, Commodity, & Currency random Openings;
+ 14 secs / - 14 secs

Random Opening;
+ 15 secs

VolumeMatch Book trading session states;
From 10:30:00 to 15:33:00 this market cycles between Open_VMB and Wait_VMB session states

PART 3 – TAKEOVER BIDS AND SCHEMES

INFORMATION RECEIVED	ACTION THE EXCHANGE WILL TAKE	
	TARGET	BIDDER
<p style="text-align: center;">ANNOUNCEMENT OF TAKEOVER BID OR SCHEME</p> <p>Announcement of:</p> <ul style="list-style-type: none"> • intention to make an Off-Market Bid or if no announcement of an intention has been made, announcement of an Off-Market Bid itself • intention to propose a Scheme • Market Bid <p>See Notes</p>	<p>Securities will be placed in Adjust Session State for a minimum period of 50 minutes followed by Pre_Open Session State for a minimum period of 10 minutes.</p> <p>Securities will have a Status Note of NS applied upon announcement of a Market Bid or intention to propose a Scheme.</p> <p>See Notes</p>	<p>Where both the Target and the Bidder are listed entities, the Bidder's Securities will be placed in Adjust for a minimum period of 50 minutes, followed by Pre_Open Session State for a minimum period of 10 minutes.</p>
<p style="text-align: center;">VARIATION TO CONSIDERATION OFFERED</p> <p>Announcement of variation of the consideration offered under:</p> <ul style="list-style-type: none"> • Off-Market Bid • Scheme • Market Bid 	<p>Securities will be placed in Adjust Session State for a minimum period of 50 minutes followed by Pre_Open Session State for a minimum period of 10 minutes.</p> <p>See Notes</p>	<p>Where both the Target and the Bidder are Listed Entities, the Bidder's Securities will be placed in Adjust for a minimum period of 50 minutes, followed by Pre_Open Session State for a minimum period of 10 minutes.</p>
<p style="text-align: center;">VARIATION OF OFFERS</p> <p>Announcement by the Bidder in relation to the Bid including the following:</p> <ul style="list-style-type: none"> • that Off-Market Bid is unconditional • that minimum acceptance condition under an Off-Market Bid has been met or varied • that offer period under a Takeover Bid has been extended • any other variation of a Takeover Bid (except a variation of consideration) 	<p>Securities will be placed in Pre_NR Session State for a minimum period of 10 minutes if the announcement is received during normal trading.</p>	<p>A message will be placed on the Trading Platform.</p>

<p>WITHDRAWAL OF OFFERS</p> <p>Announcement of withdrawal of Market Bid or Off-Market Bid</p>	<p>Securities will be placed in Adjust Session State for a minimum period of 50 minutes followed by Pre_Open Session State for a minimum period of 10 minutes.</p> <p>See Notes</p>	<p>Where both the Target and the Bidder are Listed Entities, the Bidder's Securities will be placed in Adjust for a minimum period of 50 minutes, followed by Pre_Open Session State for a minimum period of 10 minutes.</p>
<p>ANNOUNCEMENT BY TARGET</p> <p>Announcement by the Target in relation to the Takeover Bid including the Target Statement</p>	<p>Securities will be placed in Pre_NR Session State for a minimum period of 10 minutes if the announcement is received during normal trading.</p>	<p>A message will be placed on the Trading Platform.</p>
<p>VARIATION TO SCHEME</p> <p>Announcement of any variation of proposed terms of a Scheme which, in the opinion of ASX, is material.</p>	<p>Securities will be placed in Pre_NR Session State for a minimum period of 10 minutes if the announcement is received during normal trading</p>	<p>A message will be placed on the Trading Platform.</p>
<p>TRADING PARTICIPANT CEASES TO ACT FOR BIDDER</p> <p>Notice by Trading Participant that it no longer acts for a Bidder in relation to a Market Bid</p>	<p>Securities will be placed in Adjust Session State for a minimum period of 50 minutes until the new Trading Participant enters a bid followed by Pre_Open Session State for a minimum period of 10 minutes.</p>	<p>Securities will be placed in Pre_NR Session State for a minimum period of 10 minutes if the announcement is received during normal trading.</p>
<p>RECEIPT OF DOCUMENTS</p> <p>Receipt of:</p> <ul style="list-style-type: none"> • Bidder's Statement • Target's Statement • a notification under Chapter 6C of the Corporations Act in relation to relevant interests • any similar information in respect of an Issuer incorporated or established outside Australia 	<p>A message will be placed on the Trading Platform.</p> <p>Securities will have a Status Note of NS applied upon the receipt of the Bidder's Statement for an Off Market Bid.</p> <p>See Notes</p>	<p>A message will be placed on the Trading Platform.</p>
<p>SUPPLEMENTARY STATEMENTS</p> <p>Receipt of supplementary Bidder's statement or supplementary Target's statement</p>	<p>Securities will be placed in Pre_NR Session State for a minimum period of 10 minutes if the announcement is received during normal trading.</p>	<p>A message will be placed on the Trading Platform.</p>

TAKEOVER BIDS AND SCHEMES (Cont.)

NOTES:

1. If an announcement of a Market Bid by a Trading Participant on behalf of the Bidder is received after the CSPA Session State, normally it will be announced at the time it is received and re-announced prior to the commencement of the Open Session State on the next Trading Day.
2. The period of the Adjust Session State for securities in the Target will be as follows:
 - if the information is received during that period of normal trading which ends one hour before the CSPA Session State – for a minimum period of 50 minutes.
 - if the information is received during that period which commences one hour before the CSPA Session State and ends one hour after the CSPA Session State, - until the start of the Pre_Open Session State on the next Trading Day.
 - if the information is received during that period which commences one hour after the CSPA Session State and ends at the start of the Open Session State on the next Trading Day - until the expiry of a minimum period of 50 minutes after the commencement of the Open Session State on that next Trading Day.

At the end of the Adjust Session State, the securities of the Target will be placed in the Pre-Open Session State for a minimum period of 10 minutes.

3. For Off-Market Bids, an announcement lodged with the company announcements office by the Bidder or the Target will trigger the action taken by ASX. However, in the case of a Market Bid, it is the announcement by the Trading Participant under [ASIC Market Integrity Rule [add] (Market Rule 20.2)] that triggers the action taken by ASX.
4. The definitions of Off-Market Bid and Market Bid include a similar form of bid made by an issuer incorporated or established outside Australia. ASX will take the action described above in relation to similar announcements or information received by such an issuer.
5. In the case of a Scheme, ASX will generally deem the entity or entities which, following the Scheme, will be delisted as the “target” and apply the “NS” status note to the securities of all such “target” entities. ASX may, if it considers it appropriate to do so, apply the “NS” status note to the securities of all entities involved in a Scheme (e.g. this may occur where it is not possible to clearly identify a “target” entity in relation to a particular Scheme.)

Appendix 4800

RULE 4800 – EXCHANGE FOR PHYSICAL (EFP)

1. Transaction in a physical commodity or instrument

An EFP requires a genuine transaction in a physical commodity or instrument to take place at or about the same time as the related Market Transaction representing a genuine hedge. The transaction may be a swap or other instrument traded in the over-the-counter market.

Actual reversal or cancellation of one or both sides of the transaction in a physical commodity or instrument, or pre-existing intention to reverse or cancel one or both sides of that transaction will not result in a genuine transaction.

In determining whether a genuine transaction supports the EFP, ASX will consider all relevant evidence including market conventions and normal trading activities, conduct and arrangements of the parties in relation to transactions generally. Transactions relating to EFPs should be recorded and documented in the same manner as other similar transactions conducted by the parties.

2. Retention of Records

In relation to Rule [4804] appropriate evidence includes such documentary evidence as transaction or deal confirmations or contracts, Austraclear, RITS, Euroclear or Depository Trust Company statements or documentation, ISDA documentation, ASX Settlement, CHES, ASX Clear or the Trading Platform statements, correspondence or directions.

Subject to the requirements where a Trading Participant is effecting an EFP on behalf of a client, the Trading Participant must obtain and retain physical evidence of the transaction in a physical commodity or instrument. Such evidence must be available to allow ASX Compliance and Surveillance to readily conduct a review of EFP Transaction records. Records should be retained for a period of seven years. In addition, updated authorised signatory lists must be maintained and copied to ASX Compliance and Surveillance.

Where clients rather than Participants hold records of EFPs because it is administratively or procedurally burdensome for Participants to hold records, ASX recommends as a best practice measure that Participants should retain a signed copy of the general client undertaking form (Attachment 1 to this Appendix) and request records of the transaction in a physical commodity or instrument from clients as required. It is the Participant's responsibility to ensure that where either the Participant or its client is a party to an EFP appropriate evidence of the transaction is capable of being obtained or kept on record with the Trading Participant.

3. Reporting EFPs to ASX

- (a) To report EFPs to ASX a "Notification Form of Exchange For Physicals" ("the Form") (Attachment 2 to this Appendix) must be completed and lodged by the Trading Participants as follows:
 - (i) the Form must be completed and executed by Party A (the buyer of the physical commodity or instrument and seller of the Market Contract) who will promptly provide the Form to Party B (the buyer of the Market Contract and seller of the physical commodity or instrument), and ASX by facsimile.

- (ii) Party B will then complete and execute the Form and lodge the completed form with ASX by facsimile.
- (b) The Form must be lodged with ASX at the following times:
 - (i) If the trade occurs at or after 7:00am but at or before 4:00pm on the same Trading Day then; either
 - where the trade occurs before 3:00pm on that Trading Day by no later than two hours after that trade; or
 - where the trade occurs at or after 3:00pm and at or before 4:00pm on that Trading Day then by no later than 5:00pm on that Trading Day.
 - (ii) If the trade occurs after 4:00pm on the same Trading Day but before 7:00am on the following Trading Day then by no later than 9:00am on the following Trading Day.
- (c) The parties' obligation to lodge the Form with ASX within the prescribed available reporting time will be divided equally between the two parties to the EFP.
- (d) Market Contracts which form part of the Market Transaction component of the EFP must be reported to ASX in accordance with these Procedures and will be entered into ASX's trading system subject to the following criteria being met:
 - (i) receipt of the Form completed in a manner satisfactory to ASX in accordance with these Procedures; and
 - (ii) validation by ASX of the value levels of the EFP in accordance with the Operating Rules and these Procedures.
- (e) Subject to validation of the Market Transaction and the transaction in a physical commodity or instrument as detailed on the Form, ASX must enter the Market Transaction into the /CLICK system.

4. Registration of the Market Transaction component of EFPs

Once confirmed by ASX, Derivatives Market Contracts which form part of the Market Transaction component of the EFPs will be entered into the Trading Platform under condition codes determined by ASX. The Derivatives Market Contracts will be registered in accordance with the Operating Rules and the ASX Clear Operating Rules.

Condition Codes

Type of Trade	Rule	Condition code
EFP	9.5	EQ

5. Effect of Registration

Registration by ASX Clear or confirmation or acceptance by ASX of a transaction does not necessarily mean that the Rules and or Procedures have been complied with. ASX reserves all rights in this regard.

6. Price

There are no restrictions regarding the price for the Derivatives Market Contract component of an EFP. If the price traded was substantially different from the current market price for the Derivatives Market Contract ASX may require the parties to explain and demonstrate why the EFP is entered into at this price. Whether prices are substantially different from the current market price of a Derivatives Market Contract will be determined by ASX in its absolute discretion. ASX reserves the right to disallow an EFP on the basis of price.

7. Enforceability

Failure to comply with Operating Rules or Procedures may result in transactions being unenforceable. Market Participants found to be in breach of any Rule or Procedure may be held individually or equally responsible.

8. Publication

EFPs will be published by ASX. EFP volumes will be included in the total volume reported by ASX.

9. EFP Value Levels

EFPs will only be accepted where a genuine hedge exists between the transaction in a physical commodity or instrument and the Derivatives Market Contract component of the EFP. Parties to EFPs should ensure that a genuine hedge exists at the time of entering into the EFP. A Trading Participant may be required by ASX to demonstrate to ASX the methodology for determining the validity of the hedge between the transaction in a physical commodity or instrument and the Derivatives Market Contract component of the EFP. In determining whether there is a genuine hedge ASX at its discretion may require a Trading Participant to perform any action including for instance seeking quotes from other Trading Participants and or Market Makers.

10. Index Contracts

Parties may apply either of the following two methods in relation to calculating the relevant underlying transaction for the Index Contracts. The correlation (as measured by the Beta) and the dollar face value of the equities are required by ASX to measure this hedge.

The first method of measuring the hedge requires a genuine hedge between the underlying transaction and the Derivatives Market Contract. Both the dollar face value and the correlation (as measured by the Beta) of the underlying transaction and the Derivatives Market Contract must be 'substantially similar'. This is calculated using the following formula:

$$\frac{\text{Dollar face value of underlying} \times \text{Beta value}}{\text{Futures contract price} \times \text{tick value of Market Contract}} = \text{Number of Market Contracts}$$

For example:

$$\frac{\$20\text{M Equity Portfolio} \times 1.3}{3300 \times \$10} = 788 \text{ Lots}$$

Alternatively the dollar face value of the underlying transaction can be equated with the dollar face value of the Derivatives Market Contract. This enables Trading Participants more flexibility in trading equities against Derivatives Market Contracts.

$$\text{Contracts} = \frac{\text{Dollar face value of underlying}}{\text{Futures contract price} \times \text{tick value of Market}} \text{ Contract Market}$$

For example:

$$\frac{\$20\text{M Equity Portfolio}}{3300 \times \$10} = 606 \text{ Lots}$$

There are no restrictions on the number of Derivatives Market Contracts that can be traded via EFP.

EFPs in relation to the Index contracts that do not represent calculation of the hedge via one of the two methods above will not be accepted or approved by ASX.

Section 8. Capital Requirements

APPENDIX 8510(b) – 1

PRO FORMA AUDITORS REPORT ON FINANCIAL INFORMATION

Pro Forma Auditors Report on Financial Information – ASX and/or ASX Clear Participants only

GENERAL INSTRUCTIONS

WHO SHOULD USE THIS REPORT?

This report may be used for 3 categories of participation:

- ASX Market Participants only (that are not recognised as Principal Traders)
- ASX Clear Clearing Participants only
- A Participant that is BOTH an ASX Market Participant and an ASX Clear Clearing Participant

This report does not apply to any Participant that is subject to the Other Capital Regime.

FORMAT OF THE REPORT

Given the above, references to rules may or may not apply to the Participant subject to the audit.

To assist in this regard, page 3 of this report requires you to indicate the category of Participant subject to the audit and includes instructions on which sections and Rule references throughout the report are then applicable to that category of Participant.

PERMISSIBLE CHANGES TO THE REPORT

There are only 3 types of change permissible to the pro forma report:

1. If a reference to “ASX” or “ASX Clear” (and their corresponding rules) does not apply to a Participant, then the reference to “ASX” or “ASX Clear” and the corresponding ASX or ASX Clear rule/s may be deleted.
2. If a reference to a “director” or “partner” does not apply to a Participant, then either the reference to “director” or “partner” may be deleted.
3. If the Auditors Opinion is a Qualified Auditors Opinion.

AUDIT QUALIFICATION

If an audit firm considers it necessary to “qualify” the pro forma auditors report provided by ASX and ASX Clear, it should include a comment in the Auditors Opinion section to explain the reason for this.

WHAT IF THE PARTICIPANT IS “INACTIVE”?

As the financial records and capital rules do not differentiate between an “active” and “inactive” Participant, all Participants are required to satisfy the reporting requirements set out in the pro forma auditors report for the market in which they have been recognised to trade and/or clear.

DUE DATE FOR LODGEMENT

If the Participant is a partnership, this auditors report must be lodged within 2 months of the Participant’s financial year end.

Otherwise, it must be lodged within 3 months of the Participant’s financial year end.

KEY

The following key applies throughout this document.

- * where the Participant is a body corporate incorporated or resident outside Australia operating a branch in Australia, the following words may be inserted – “Australian branch”.
- ** delete as applicable. This may mean a reference to ASX, ASX Clear, and an ASX or ASX Clear rule reference or even an entire paragraph.

Note:

*Where it may be necessary to make a deletion, the words to be deleted have been highlighted in bold and as noted above are followed by 2 asterisks (ie **).*

Any other deletions, amendments or omissions other than those listed above will deem the auditors report as incorrect or incomplete.

If a Participant lodges an incorrect or incomplete auditors report a revised report will be required to be relodged, and late fee of \$275.00 per day may be imposed if the requirements set out above are not satisfied.

ASX CONTACTS

If you have a question on the preparation of the auditors report ASX Capital Monitoring can be contacted via the following email addresses:

Email: asx.returns@asx.com.au or
ach.returns@asx.com.au

Instruction:

All pages from this point on must be lodged (including this cover page) and “amended” as per the specific instructions.

Please tick the category that applies to the Participant being audited (note only 1 category may be ticked) and REFER to both the specific instructions noted below and those included within the body of the report.

The attached independent auditors report is prepared for the participant type indicated below.

Category



ASX Market Participant (that is not a Principal Trader) ONLY (ie the Participant only conducts trading activities)

- *Instruction*
 - **ONLY** References to ASX and the **ASX Operating Rules** apply

ASX Clear Clearing Participant ONLY (ie the Participant only conducts clearing activities)

- *Instruction*
 - **ONLY** References to **ASX Clear** and the **ASX Clear Operating Rules** apply.

BOTH an ASX Market Participant and ASX Clear Clearing Participant (ie the Participant conducts BOTH trading and clearing activities)

- *Instruction*
 - **ONLY** references to the **ASX Clear** and **ASX Clear Operating Rules** apply to a Participant that trades and clears.¹

¹ Where an entity is a participant of both ASX and ASX Clear then, pursuant to ASX Operating Rule [8401](c), it is only required to comply with the ASX Clear capital requirements.

To: The **Directors/Partners****, [Participant_name];

Note: As noted in the instructions, references to ONLY the ASX Clear Operating Rules apply to a Participant that both trades and clears.

AUDITORS REPORT ON THE RETURN

We have audited the financial information set out in the attached

Instruction: Only one of the following 2 paragraphs in bold will apply. Hence the paragraph that does not apply should be deleted.

Annual Audited Return, excluding the Directors / Partners ** Statement Relating to Accounts of a Participant, (the “Return”) of [Participant_name]* (“the Participant”) for the [period] ended [date]. **

or

Audited NTA Return, excluding the Directors Statement Relating to Accounts of a Participant, (the “Return”) of [Participant_name]* (“the Participant”) for the [period] ended [date]. **

*The Responsibility of the Directors/Partners ** for the Return*

The **directors/partners **** of the Participant are responsible for the preparation and fair presentation of the financial information set out in the Return in accordance with the requirements of the **ASX Operating Rules** or the **ASX Clear Operating Rules ****. This responsibility includes establishing and maintaining internal controls relevant to the preparation and fair presentation of the financial information set out in the Return to ensure that the Return is free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Auditor’s Responsibility

Our responsibility is to express an opinion on the financial information set out in the Return based on our audit. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance, whether the financial information set out in the attached Return, is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures of the financial information set out in the Return. The procedures selected depend on the auditor’s judgement, including the assessment of the risks of material misstatement of the financial information set out in the Return whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to the Participant’s preparation and fair presentation of the financial information set out in the Return in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Participant’s internal controls. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the **directors/partners**** of the Participant, as well as evaluating the overall presentation of the financial information set out in the Return.

The Return has been:

Instruction: Only one of the following 4 paragraphs in bold will apply. Hence the 3 paragraphs that do not apply should be deleted. The rule reference chosen should be consistent with the “Category” chosen on page 3.

prepared in accordance with ASX Operating Rule 8510² and S1A.3.1 as the Participant is complying with the Risk Based Capital Requirements, **

or

prepared in accordance with ASX Operating Rules 8510³ and S1B.6.2 as the Participant is complying with the NTA Requirements, **

or

prepared in accordance with ASX Clear Operating Rules 4.4, 4.5 and S1.3.1 as the Participant is complying with the Risk Based Capital Requirements, **

or

prepared in accordance with ASX Clear Operating Rules 4.4, 4.5 and S2.6.2 as the Participant is complying with the NTA Requirements **.

The Return may not be suitable for another purpose. Our report is intended solely for the Participant and the **ASX or ASX Clear**** and should not be distributed to or used by parties other than the Participant and the **ASX or ASX Clear****.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

INDEPENDENCE

In conducting our audit, we have complied with the independence requirements of APES 110: Code of Ethics for Professional Accountants.

[QUALIFIED] AUDITOR'S OPINION

In our opinion, **[except for the matters referred to in the qualification below]**, the Return of **[Participant_name]** for the **[period]** ended **[date]** presents fairly, in all material respects, the financial information of the Participant for the **[period]** ended **[date]** as required by the **ASX in accordance with the ASX Operating Rules or ASX Clear in accordance with the ASX Clear Operating Rules**** that are relevant to the preparation and presentation of the Return.

QUALIFICATION (IF APPLICABLE)

² Where the return is prepared in respect of a financial year ending on or prior to 31 July 2010, the reference to ASX operating rule 8510 is taken to be a reference to ASX Market Rule 4.9.

³ Where the return is prepared in respect of a financial year ending on or prior to 31 July 2010, the reference to ASX operating rule 8510 is taken to be a reference to ASX Market Rule 4.9.

Dated this day of

Audit Firm "Signature"

Name of Audit Firm.....

Address of Audit Firm.....

Partner's Signature.....

Name of Partner.....

If an auditor is not satisfied as to any matter a qualified audit opinion should be expressed.

APPENDIX 8510(b) - 2

ATTESTATION BY DIRECTORS/PARTNERS

TO ASX
KEY RISKS AND INTERNAL SYSTEMS

(To be completed by all Participants at the time of application and then annually)

Participant:
Year Ended:

PARTICIPANTS KEY RISKS AND INTERNAL SYSTEMS STATEMENT

We hereby certify and represent that:

The Participant has developed and implemented adequate systems, procedures and controls reasonably designed to achieve compliance, at all times, with the requirements of the **ASX Operating Rules**, and which are appropriate for the nature and extent of the **trading activities** to be/being conducted.

This includes review of the obligations under the **ASX Operating Rules**, the identification of the key risks facing the Participant and the establishment of systems, procedures and controls to monitor and manage those risks including the establishment of policies and procedures to ensure the accurate calculation of the capital requirements.

The systems, procedures and controls are operating effectively and are adequate having regard to the nature and extent of the Participant's **trading activities** to ensure compliance with **ASX Operating Rules**.

We have retained copies of the relevant documentation on which this representation is based and this is available for inspection by **ASX**.

Name Name
Director / Partner Director / Partner
Dated this day of
Date of Board Resolution (if applicable)

INSTRUCTIONS

- 1 To be signed by one director in accordance with a resolution of the board of directors (the date of the resolution must be specified) or by two directors, except in the case of Participants complying with the Other Capital Regime or Participants that are partnerships.
- 2 In the case of Participants complying with the Other Capital Regime, this should be signed by either two directors or by such other persons as may be acceptable to ASX.
- 3 In the case of Participants that are partnerships, this should be signed by two partners.
- 4 If a Participant considers it necessary to qualify this standard statement, the reasons should be explained in full in an accompanying statement.
- 5 This statement is required to be completed and lodged annually by each Participant within two months of the Participant's financial year end if the Participant is a partnership. Otherwise, it is required within three months of the Participant's financial year end.

PRIVACY COLLECTION STATEMENT

ASX and ASX Clear collects personal information under the ASX Operating Rules, and ASX Clear Operating Rules in order to assess compliance by Participants with the capital requirements contained in the ASX Operating Rules and ASX Clear Operating Rules. This information may include personal information (name, phone number, email address for example). You may access your personal information by contacting ASX Capital Monitoring. The personal information may be disclosed to the Australian Securities and Investments Commission and any other person, firm, corporation or authority as required by law or as permitted under the Rules. Failure to provide the personal information may prevent ASX and ASX Clear from being able to access the relevant Return adequately and may result in a breach of the ASX Operating Rules and ASX Clear Operating Rules by the Participant. In some instances personal information is provided by Participants to ASX and ASX Clear in relation to persons who do not sign the relevant Return or who are not involved in completion of the Return. In those instances, please ensure this Statement is drawn to those persons attention.

APPENDIX 10.3.3

**FORM OF APPLICATION
FOR ADMISSION OF WARRANTS TO TRADING
STATUS ON ASX LIMITED ABN 98 008 624 691**

To: ASX Limited ABN 98 008 624 691 ("ASX")

And
(Name of Warrant-Issuer)

.....
(Name of Guarantor - if applicable)

hereby applies for admission to Trading Status on ASX of the following warrants:

ASX Code	Exercise Price	Expiry Date	Call/Put	Index Multiplier (if applicable)	Issue Size	Warrants per Underlying Parcel	Exercise Style (American/ European)

In making this application the Warrant-Issuer (and Guarantor if applicable) acknowledge(s) and agree(s) that if the abovementioned Warrants are admitted to Trading Status it (they) will comply with the provisions of the ASX Operating Rules and any condition imposed pursuant to the Operating Rules (unless compliance is waived at the absolute discretion of ASX) as amended from time to time and for the time being in force until such time as all obligations of the Warrant-Issuer (and Guarantor if applicable) arising from the Terms of Issue and Schedule 10 of the Operating Rules ("Warrant Rules") have been settled.

In making this application, the Warrant-Issuer (and Guarantor if applicable) acknowledge(s) and agree(s) that if the abovementioned Warrants are admitted to Trading Status retention of Trading Status for those Warrants will be at the absolute discretion (without qualification whatsoever) of ASX and that in particular (but without restricting the generality of the foregoing) withdrawal of Trading Status may, at the absolute discretion of ASX, take place if the Warrant-Issuer becomes unable or unwilling or in any respect fails to comply with the Terms of Issue, the Warrant Rules of ASX for the time being in force, or if ASX in its absolute discretion thinks fit.

1. The Warrant-Issuer was incorporated/registered in under
(State/Territory/Country)
the on the
(Act or Code) (date)

2. The Guarantor was incorporated/registered in under
the on the
(State/Territory/Country) (date)

3. Address of the principal office in Australia of the Warrant-Issuer

.....
4. Address of the principal office of the Guarantor

.....
5. Address of each office at which a Register of Warrants is kept

.....
6. Will the Register of warrants be held in uncertificated mode?

YES / NO (please strike-out which ever does not apply)

7. In relation to each Warrant Series, will the Warrant-Issuer satisfy its obligations under the Rule 10.3.11 by complying with either: (Please tick the applicable box)

- Rule 10.3.11(a) – By ensuring that the initial issue of Warrants has a sufficient spread of Warrant-Holders which, in the opinion of ASX, is adequate and reasonable (trading will not commence until the Warrant-Issuer has satisfied ASX that there is a sufficient spread of Warrant-Holders).
- Rule 10.3.11(b) – By, on an ongoing basis, ensuring that a reasonable Bid and volume is maintained. In this respect the following Trading Participant has been appointed to act as a Warrant Market Maker in accordance with ASX Operating Rules.

.....
(Name of Warrant Market Maker - if applicable)

In the event that several Warrant Market Makers are being appointed in relation to this application, a list is to be attached to this application identifying each Trading Participant that is appointed to act as a Warrant Market Maker in relation to each Warrant Series.

8. In accordance with Rule 10.3.1(b), and having regard to the features of each Warrant Series the subject of this application, provide details below regarding any additional actions taken by the Warrant-Issuer to satisfy the requirements of Rule 10.2.1(1) and (2).

.....
.....
.....
.....
.....

The Warrant Issuer confirms that it has, and that if the Warrants are admitted to Trading Status it will continue to have, facilities, procedures, personnel and financial resources which are adequate:

- (a) for the performance by the Warrant Issuer of its obligations as a Warrant Issuer; and
- (b) to satisfy ASX that such facilities, procedures, personnel and financial resources are adequate for the performance by the Warrant Issuer issuer of its obligations as a Warrant Issuer.

9. Deleted

10. Deleted

11. Deleted

12. PARTICIPATION RIGHTS:
Have any rights been granted to any person or to any class of persons to participate in any issue of the Warrant subject to this application?

.....
(If so, give particulars)
.....
.....
.....

13. Annual Balance Date of Warrant-Issuer

14. Annual Balance Date of Guarantor

15. Deleted

16. Deleted

17. Deleted

18. OFFICERS OF WARRANT-ISSUER:
(List relevant officers of the Issuer whom ASX should contact in relation to queries regarding these warrants – including legal and commercial matters.)

.....
.....
.....
.....
.....
.....

19. OFFICERS OF GUARANTOR:
(List relevant officers of the Guarantor whom ASX should contact in relation to queries regarding these warrants – including legal and commercial matters.)

.....
.....
.....
.....
.....
.....

20. ACCOMPANYING DOCUMENTS:

- (i) Draft of proposed Offering Circular, Product Disclosure Statement or prospectus (“Warrant disclosure document”).
- (ii) Copies of all contracts referred to in the Warrant disclosure document including underwriting agreement (if any).
- (iii) Current Constitution of Warrant-Issuer (and Guarantor) unless previously provided.
- (iv) Copies of Trust Deeds relating to Warrants to be traded (if any).

- (v) Copy of Certificate of Incorporation of Warrant-Issuer (and Guarantor) on the occasion of the first application for admission to trading status of Warrants issued by that Warrant-Issuer (and Guarantor).
 - (vi) Power of attorney (if applicable) or other evidence of due execution.
 - (vii) If multiple Warrant Market Makers are appointed in relation to this application (as per item 7 above), a list identifying each Trading Participant that is being appointed to act as a Warrants Market Maker in relation to each series.
 - (viii) Deleted
 - (ix) Certified copy of the Guarantee provided by the Guarantor pursuant to Rule 10.2.1(b), 10.2.1(d), and 10.2.2 (if applicable).
 - (x) Certified copy of the authorisation provided by the copyrightholder pursuant to Rule 10.3.7.
21. Deleted
22. Deleted
23. All documentation forwarded to ASX by or on behalf of a Warrant-Issuer and Guarantor (if applicable) whether provided in support of an application or in compliance with the Operating Rules for the time being or otherwise shall become and remain the property of ASX which may, in its absolute discretion, copy any or all of such documentation and forward such copies to any of its State subsidiaries, the public, the media, or any other interested party at its absolute discretion. Private correspondence, including draft documents lodged with ASX (or any subsidiary) for approval, and marked "not for public release" must only be released to the public, the media, or any other interested party where ASX has formed the opinion that the information should be released and has given notice to the company to that effect.
24. If the Warrants are admitted to Trading Status, the Warrant-Issuer:
- (a) agrees to satisfy the ASX Clear Pty Limited ("ASX Clear") technical and performance requirements and meet such other requirements as ASX Clear may impose in connection with the approval of the Warrants as CHESS Approved Securities; and
 - (b) undertakes when the Warrants are issued, to despatch them by deposit to the CHESS sub-register holding of the applicant prior to the Warrants commencing to trade if the applicant instructs the Warrant-Issuer on the application form to enter those Warrants into a nominated holding on the CHESS sub-register; and
 - (c) acknowledges that ASX Clear is authorised to establish and administer a CHESS sub-register in respect of the Warrants; and
 - (d) undertakes to notify ASX immediately if it proposes to set a record date for a corporate action in respect of these Warrants or if it proposes to make any changes to a proposed record date; and
 - (e) will, when undertaking a corporate action, use reasonable endeavours to follow any Listing Rule timetables (such as Listing Rule Appendix 6A and 7A) as if the Warrants were securities of an entity Admitted to the Official List of ASX; and
 - (f) undertakes to notify ASX immediately if:
 - (i) any licence authorisation held by the Warrant Issuer under Chapter 7 of the Corporations Act for the purpose of the conduct of its business as a Warrant Issuer under Schedule 10 of the ASX Operating Rules is suspended, cancelled or otherwise ceases to have effect; or
 - (ii) there is any change in the facilities, procedures, personnel or financial resources of the Warrant Issuer, or in any other facts or circumstances affecting the Warrant Issuer, which adversely affects its ability to:
 - (A) perform its obligations as a Warrant Issuer; or
 - (B) satisfy ASX that it has facilities, procedures, personnel and financial resources which are adequate for the performance by the Warrant Issuer of its obligations as a Warrant Issuer.

Dated:

[INSERT EXECUTION CLAUSE

Proper execution - if the Warrant-Issuer has a seal, execution must be under seal]

[Proper execution - if the Guarantor has a seal, execution must be under seal]

APPENDIX 10A.3.3

**FORM OF APPLICATION
FOR ADMISSION OF AQUA PRODUCTS TO TRADING STATUS OR THE AQUA QUOTE DISPLAY BOARD UNDER THE
AQUA RULES IN SCHEDULES 10A AND 10B OF THE OPERATING RULES
ON ASX LIMITED ABN 98 008 624 691**

To: ASX Limited ABN 98 008 624 691 ("ASX")

.....
(Name of AQUA Product Issuer)

And
(Name of Guarantor - if applicable)

hereby applies for admission to Trading Status
(Please tick the applicable box) The AQUA Quote Display Board

on ASX for the following AQUA Products:

[Please provide a summary of the key terms of each AQUA Product Series]

In making this application the AQUA Product Issuer (and Guarantor if applicable) acknowledge(s) and agree(s) that if the abovementioned AQUA Products are admitted to Trading Status or the AQUA Quote Display Board, it (they) will comply with the provisions of the ASX Operating Rules and any condition imposed pursuant to the Operating Rules (unless compliance is waived at the absolute discretion of ASX) as amended from time to time and for the time being in force until such time as all obligations of the AQUA Product Issuer (and Guarantor if applicable) arising from the Terms of Issue and Schedule 10A and 10B of the Rules ("AQUA Rules") have been settled.

In making this application, the AQUA Product Issuer (and Guarantor if applicable) acknowledge(s) and agree(s) that if the abovementioned AQUA Products are admitted to Trading Status or the AQUA Quote Display Board retention of Trading Status or the AQUA Quote Display Board for those AQUA Products will be at the absolute discretion (without qualification whatsoever) of ASX and that in particular (but without restricting the generality of the foregoing) withdrawal of Trading Status or the AQUA Quote Display Board may, at the absolute discretion of ASX, take place if the AQUA Product Issuer becomes unable or unwilling or in any respect fails to comply with the Terms of Issue, the Rules of ASX for the time being in force, or if ASX in its absolute discretion thinks fit.

1. The AQUA Product Issuer was incorporated/registered in under
(State/Territory/Country)
the on the
(Act or Code) (date)

2. The Guarantor was incorporated/registered in under
the on the
(State/Territory/Country) (date)

3. Address of the principal office in Australia of the AQUA Product Issuer
.....

4. Address of the principal office of the Guarantor

.....
5. Address of each office at which a Register of AQUA Product Holders is kept

.....
.....
.....

6. Will the Register of AQUA Product Holders be held in uncertificated mode?

YES / NO (please strike-out which ever does not apply)

7. In relation to each AQUA Product Series, will the AQUA Product Issuer satisfy its obligations under Rule 10A.3.6 by complying with either: (Please tick the applicable box)

- Rule 10A.3.6(a) – By, on an ongoing basis, ensuring that a reasonable Bid and volume is maintained. In this respect the following Trading Participant has been appointed to act as an AQUA Product Market Maker in accordance with ASX Operating Rules.

.....
(Name of AQUA Product Market Maker - if applicable)

- Rule 10A.3.6(b) – By having in place other arrangements which meet the requirements set out in the Procedures and, in the opinion of ASX, provide a mechanism for sufficient liquidity in the AQUA Product Series.
- By ensuring that each AQUA Product Series has, and continues to have, a spread of 1000 AQUA Product Holders and a net asset value of at least the amount specified in the Procedures (trading will not commence until the AQUA Product Issuer has satisfied ASX that this requirement has been met).
- N/A – The AQUA Product Series will be admitted only to the AQUA Quote Display Board.

In the event that several AQUA Product Market Makers are being appointed in relation to this application, a list is to be attached to this application identifying each Trading Participant that is appointed to act as an AQUA Product Market Maker in relation to each AQUA Product Series.

8. In accordance with Rule 10A.3.1(d), and having regard to the features of each AQUA Product Series the subject of this application, provide details below regarding any additional actions taken by the AQUA Product Issuer to satisfy the requirements of Rule 10A.2.1(1) and (2).

.....
.....
.....
.....
.....

The AQUA Product Issuer confirms that it has, and that if the AQUA Products are admitted to Trading Status or the AQUA Quote Display Board it will continue to have, facilities, expertise, procedures, personnel and financial resources which are adequate:

- (a) for the performance by the AQUA Product Issuer of its obligations as an AQUA Product Issuer; and
- (b) to satisfy ASX that such facilities, expertise, procedures, personnel and financial resources are adequate for the performance by the AQUA Product Issuer of its obligations as an AQUA Product Issuer.

9. OFFICERS OF AQUA PRODUCT ISSUER:

(List relevant officers of the AQUA Product Issuer whom ASX should contact in relation to queries regarding these AQUA Products – including legal and commercial matters.)

.....
.....
.....
.....
.....
.....

10. OFFICERS OF GUARANTOR:

(List relevant officers of the Guarantor whom ASX should contact in relation to queries regarding these Products – including legal and commercial matters.)

.....
.....
.....
.....
.....

11. ACCOMPANYING DOCUMENTS:

- (i) Draft of proposed disclosure document that complies with the Corporations Act or evidence of an exemption from the disclosure requirements of the Corporations Act (“Product disclosure document”).
- (ii) Copies of all contracts referred to in the AQUA Product disclosure document including underwriting agreement (if any).
- (iii) Current Constitution of AQUA Product Issuer (and Guarantor) unless previously provided.
- (iv) Copies of Trust Deeds relating to AQUA Products to be admitted (if any).
- (v) Copy of Certificate of Incorporation of AQUA Product Issuer (and Guarantor) on the occasion of the first application for admission to trading status or the AQUA Quote Display Board of AQUA Products issued by that AQUA Product Issuer (and Guarantor).
- (vi) Power of attorney (if applicable) or other evidence of due execution.
- (vii) If multiple AQUA Product Market Makers are appointed in relation to this application (as per item 7 above), a list identifying each Trading Participant that is being appointed to act as an AQUA Product Market Maker in relation to each series.
- (viii) Certified copy of the Guarantee provided by the Guarantor pursuant to Rule 10A.2.1(4)(d) and 10A.2.2 (if applicable).
- (ix) Certified copy of the authorisation provided by the copyright holder pursuant to Rule 10A.3.5 (if applicable).

12. All documentation forwarded to ASX by or on behalf of an AQUA Product Issuer and Guarantor (if applicable) whether provided in support of an application or in compliance with the Operating Rules for the time being or otherwise shall become and remain the property of ASX which may, in its absolute discretion, copy any or all of such documentation and forward such copies to any of its related bodies corporate, the public, the media, or any other interested party at its absolute discretion. Private correspondence, including draft documents lodged with ASX (or any related body corporate) for approval, and marked "not for public release" must only be released to the public, the media, or any other interested party where ASX has formed the opinion that the information should be released and has given notice to the AQUA Product Issuer to that effect.

13. If the AQUA Products are admitted to Trading Status or the AQUA Quote Display Board, the AQUA Product Issuer:
- (a) agrees to satisfy any technical and performance requirements and any other requirements in connection with the approval of the Products as CHESSE Approved Securities which may be imposed by ASX Clear Pty Limited ("ASX Clear") or ASX Settlement Pty Limited ("ASX Settlement"); and
 - (b) undertakes when the AQUA Products are issued, to despatch them by deposit to the CHESSE sub-register holding of the applicant if the applicant instructs the AQUA Product Issuer on the application form to enter those AQUA Products into a nominated holding on the CHESSE sub-register. In the case of AQUA Products issued to trading status, products will be dispatched prior to the AQUA Products commencing to trade; and
 - (c) acknowledges that ASX Settlement is authorised to establish and administer a CHESSE sub-register in respect of the AQUA Products; and
 - (d) undertakes to notify ASX immediately if it proposes to set a record date for a corporate action in respect of these AQUA Products or if it proposes to make any changes to a proposed record date; and
 - (e) will, when undertaking a corporate action, use reasonable endeavours to follow any Listing Rule timetables (such as Listing Rule Appendix 6A and 7A) as if the AQUA Products were securities of an entity Admitted to the Official List of ASX; and
 - (f) undertakes to notify ASX immediately if:
 - (i) any licence authorisation held by the AQUA Product Issuer under Chapter 7 of the Corporations Act for the purpose of the conduct of its business as an AQUA Product Issuer under Schedule 10A and 10B of the ASX Operating Rules is suspended, cancelled or otherwise ceases to have effect; or
 - (ii) there is any change in the facilities, expertise, procedures, personnel or financial resources of the AQUA Product Issuer, or in any other facts or circumstances affecting the AQUA Product Issuer, which adversely affects its ability to:
 - (A) perform its obligations as an AQUA Product Issuer; or
 - (B) satisfy ASX that it has facilities, expertise, procedures, personnel and financial resources which are adequate for the performance by the AQUA Product Issuer of its obligations as an AQUA Product Issuer.

Dated:

[INSERT EXECUTION CLAUSE]

[Proper execution – if the AQUA Product Issuer has a seal, execution must be under seal]

[Proper execution – if the Guarantor has a seal, execution must be under seal]