## Application and agreement for use ofelectronic lodgement facility and entity details facility

**Part 1 – Application to use electronic lodgement facility and entity details facility**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of entity | ASX code\* |  | ABN |
|  |  |  |  |  |

\* If the entity is an AQUA Product Issuer or Warrant-Issuer, leave the ASX code blank (this agreement is intended to apply to all AQUA Products and Warrants issued by the entity regardless of their ASX code).

We (the entity) apply to use the electronic lodgement facility and entity details facility and agree to comply with the terms of this agreement.

**Part 2 – Agreement**

**ASX policy requirements**

1. The ASX policy requirements as in force from time to time form part of this agreement and we agree to comply with them.

2. We acknowledge that ASX may vary the ASX policy requirements at any time by publishing notice of the variation on the ASX web site.

**Licence to ASX**

3. We grant ASX a licence to use, copy, redistribute, transmit and publish any information given by us to ASX using the entity details facility.

**Validity and reliance**

4. If ASX receives an electronic document in accordance with the ASX policy requirements and the electronic document has been eLodged using the authentication procedures, each of the following apply.

(a) The electronic document is as valid, effective and enforceable as if it had been written on paper and signed by us.

(b) The electronic document is taken to be authorised and sent by us.

(c) The electronic document is taken to be an identical copy of the document that we sent.

(d) ASX is entitled to act and rely on the electronic document.

(e) If the electronic document contains any representations or warranties, we (the entity) make those representations or warranties.

(f) The electronic document complies with the requirements of the ASX Listing Rules, the ASX Operating Rules and the Corporations Act (as applicable).

5. Clause 4 does not apply in the case of a particular document if each of the following apply.

(a) Before the electronic document is received by ASX, we give ASX a notice stating that the electronic document is not authorised by us.

(b) ASX has a reasonable time to act on that notice before it receives the electronic document.

6. We warrant that where the authentication procedures have been used to enter information using the entity details facility that the information is true and accurate. We acknowledge each of the following.

(a) ASX is entitled to act and rely on that information.

(b) Entry of the information is not compliance with an obligation to give that information to ASX under the ASX Listing Rules or ASX Operating Rules (as applicable).

7. We warrant that where the authentication procedures have been used to enter information using the entity details facility or eLodge documents that the information is not defamatory of any person and release of the information to the market would not be a contempt of court.

**Limitation of liability**

8. Except to the extent that a warranty is implied by law or liability by law cannot be excluded, each of the following apply.

(a) ASX does not warrant that the electronic lodgement facility or entity details facility provided will be available or will function or perform as expected or required.

(b) ASX is not liable to us or any other person for any loss, damage, costs or expenses of any kind arising out of or in connection with any delay, omission, default or error by ASX in relation to the availability, functionality or performance of the ASX web site, the electronic transmission, receipt or any other dealing with an eLodged document, or any dealing with the information entered using the entity details facility, except where such loss, damage, costs or expenses are due to a wilful, unlawful or negligent act or omission on the part of ASX.

(c) ASX is not liable to us or any other person for any indirect or consequential loss or damage, or loss of data or profits, whether or not ASX was aware of the possibility of such loss or damage.

9. We shall at all times indemnify and hold harmless, ASX, its subsidiary companies and their officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by any of them arising from any proceedings against them where such loss or liability was caused by any of the following.

(a) A breach by us of our obligations (including warranties) under this agreement.

(b) Any wilful, unlawful or negligent act or omission by us.

**Termination of this agreement**

10. ASX may terminate this agreement in any of the following cases.

(a) At any time, by giving us not less than 14 days written notice.

(b) Immediately, if we are in breach of any term of this agreement.

(c) Immediately, if ASIC terminates our ability to lodge documents electronically with ASX as agent for ASIC (if applicable).

11. We may terminate this agreement at any time by giving ASX not less than 14 days’ notice.

**Governing law**

12. This agreement is governed by the law of New South Wales.

**Definitions**

13. Expressions that are not defined in this agreement, but have a particular meaning in the ASX Listing Rules or ASX Operating Rules (as applicable) have the same meaning in this agreement.

14. The following expressions have the meanings set out below.

| **Expressions** | **Meanings** |
| --- | --- |
|  |  |
| agreement | this agreement for use of the electronic lodgement facility and entity details facility, including the ASX policy requirements |
|  |  |
| ASIC | Australian Securities and Investments Commission |
|  |  |
| ASX | ASX Limited, ACN 008 624 691 |
|  |  |
| ASX policy requirements | the document described as “ASX policy requirements” available on the ASX web site which further outlines our obligations. ASX may amend this document from time to time by publishing notice of the variation on the ASX web site |
|  |  |
| ASX web site | means the web site at the address https:// www.asxonline.com or such other address as notified by ASX |
|  |  |
| authentication procedures | the procedures set out in the ASX policy requirements for ensuring secure use of the electronic lodgement facility and the entity details facility |
|  |  |
| electronic document | a document in the form of a digital representation of information generated, sent, received or stored by electronic, optical or similar means, but excluding a facsimile. |
|  |  |
| electronic lodgement facility | the facility which enables a listed entity, AQUA Product Issuer or Warrant-Issuer (as applicable) to transmit electronic documents to ASX in accordance with the ASX policy requirements available at https://www.asxonline.com or such other address as notified by ASX |
|  |  |
| eLodgement | electronic lodgement of a document using the electronic lodgement facility |
|  |  |
| entity details facility | the facility which enables a listed entity, AQUA Product Issuer or Warrant-Issuer (as applicable) to enter details regarding the listed entity, AQUA Product Issuer or Warrant-Issuer (as applicable) in accordance with the ASX policy requirements available at https://www.asxonline.com or such other address as notified by ASX |
|  |  |
| personal information | means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether in material form or not, about an individual whose identity is apparent, or can reasonably be ascertained from the information or opinion |

**EXECUTED** for and on behalf of the above entity.

Signature………………………………………..

Name…………………………………………….

Position (Director of \*company/responsible entity)….…………………………………….

*\*Cross out the description that does not apply*

Signature…………………………………………

Name:…………………………………………….

Position (\*Director/Secretary of \*company/responsible entity)…………………………

*\*Cross out the description that does not apply*

Date ………………………………………….

Note: In the case of a company, the agreement must be signed by two authorised officers. In the case of a trust, it must be signed by two authorised officers of the responsible entity.

In the case of a company or responsible entity to which the Corporation Act applies, the two authorised officers must be two directors or a director and secretary (ie the document must be executed in accordance with section 127 of the Corporations Act)

**ASX policy requirements for use of
electronic lodgement facility and entity details facility**

*Current: 1 December 2019*

**Part 1 – Documents that may be given to ASX electronically**

1.1 Documents required to be given to ASX by a listed entity for release to the market under the ASX Listing Rules or the Corporations Act must be eLodged*.*

1.2 Documents required to be given to ASX by someone other than a listed entity under the Corporations Act for release to the market may be eLodged*.*

1.3 Documents required to be given to ASX by a Warrant-Issuer or AQUA Product Issuer for release to the market under the ASX Operating Rules must be eLodged*.*

1.4 No other documents may be eLodged.

**Part 2 – Access to the electronic lodgement facility and entity details facility**

2.1 We must obtain and operate our own internet access, computer, hardware, software and all other equipment required to access the electronic lodgement facility and entity details facility.

2.2 We must obtain and pay for our own reliable internet access and communications links to ASX.

2.3 We must use software that converts documents into pdf such as Adobe Acrobat.

2.4 We must convert a document to pdf before transmitting it to ASX.

**Part 2A – Online forms**

2A.1 Where ASX makes available an online form relating to a matter, we must generate a document for release to the market by completing the relevant online form made available by ASX and lodging it through the part of the electronic lodgement facility provided for the lodgement of online forms.

2A.2 We must provide the information in the online form within the timeframes specified in the online form.

2A.3 Where we have lodged an online form in respect of a matter, we must make any change to the information in the online form by lodging an online form which is an update to or cancellation of the original online form.

2A.4 Where we have lodged an online form which contains information inconsistent with information we have provided in a PDF announcement, we acknowledge that ASX will treat the information in the online form as being accurate unless we advise ASX otherwise and undertake to immediately lodge an update to the online form which corrects the inconsistency.

**Part 3 – Authentication procedures**

3.1 In order to access the electronic lodgement facility and entity details facility each user must enter a unique username and password.

3.2 We will ensure our users do not disclose their username or password to any person not authorised by us to use them.

3.5 If we suspect that a user’s username or password has been disclosed to a person not authorised by us to use ASX Online, we must immediately de-activate the user or change the password and notify the ASX Help Desk by telephone and email to the following number and email address.

ASX Online Help Desk
ASX Limited
20 Bridge Street
Sydney NSW 2000

Ph: 1800 028 302
Email: asxonline@asx.com.au

**Part 4 – Using the electronic lodgement facility and entity details facility**

4.1 We agree to comply with all directions issued by ASX which relate to access and use of the electronic lodgement facility or entity details facility.

4.2 ASX is not obliged to provide training in use of the electronic lodgement facility or entity details facility. We acknowledge that if ASX does provide any training to us, ASX takes no responsibility for that training.

**Part 5 – Acknowledgment of release**

5.1 After an eLodged document has been released to the market, ASX will email an acknowledgment of release to the email address or addresses nominated by us using the entity details facility.

**Part 6 – Nominating an email address for acknowledgment**

6.1 Before eLodging a document we must nominate an email address or addresses using the entity details facility.

**Part 7 – Compliance with the Privacy Act 1988 (Cth)**

7.1 We acknowledge that documents given to ASX via the electronic lodgement facility and/or the entity details facility, may contain personal information about individuals, such as directors or employees of the listed entity, AQUA Product Issuer or Warrant-Issuer (as applicable).

7.2 We agree that unless otherwise directed by ASX, we will take all reasonable steps to ensure individuals whose personal information we disclose to ASX via the electronic lodgement facility and/or the entity details facility, are aware of the following information:-

(a) the personal information has primarily been collected by ASX for the purpose for which the listed entity, AQUA Product Issuer or Warrant-Issuer (as applicable) provided it and may have been collected by ASX pursuant to the Corporations Act 2001 (Cth) and/or the ASX Listing Rules and/or the ASX Operating Rules (as applicable);

(b) a failure to provide the personal information may result in the listed entity, AQUA Product Issuer or Warrant-Issuer (as applicable) being in breach of the Corporations Act 2001 (Cth) and/or the ASX Listing Rules and/or the ASX Operating Rules (as applicable);

(c) ASX may be required to disclose the personal information to ASIC pursuant to the Corporations Act 2001 (Cth). Users of the electronic lodgement facility and/or the entity details facility may also be able to view personal information of relevant individuals that relates to the listed entity, AQUA Product Issuer or Warrant-Issuer (as applicable) via a search facility. ASX will not otherwise disclose the personal information that is collected to any other organisation or individuals unless the relevant individual consents or ASX is permitted to do so under the Privacy Act 1988 (Cth); and

(d) the individual can seek access to personal information provided to ASX via the electronic lodgement facility and the entity details facility by contacting the ASX Chief Privacy Officer – Legal Services Division at privacy@asx.com.au, or on (02) 9227 0878, or by writing to the Chief Privacy Officer at PO Box H224, Australia Square, NSW, 1215.

7.3 We acknowledge that ASX will rely on the accuracy, completeness and currency of any personal information that we provide to ASX via the electronic lodgement facility and the entity details facility.

7.4 We will use our best endeavours to contact ASX if any of the personal information provided to ASX via the electronic lodgement facility and/or the entity details facility should change.

**Part 8 – Notices**

8.1 Unless otherwise specified in this agreement, to give a notice to ASX under this agreement, we must tell ASX in writing at the following facsimile number.

ASX Online Help Desk
ASX Limited
20 Bridge Street
Sydney NSW 2000

Ph: 1800 028 302
Fax: (02) 9227 0885

8.2 Unless otherwise specified in this agreement, to give a notice to us under this agreement, ASX must tell us in writing at the facsimile number given to ASX under ASX Listing Rule 3.14 or ASX Operating Rule 6901 (as applicable).

8.3 A notice is taken to be given on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

**PLEASE NOTE:**

**On completion of the Agreement, please forward to:**

**ASX Online Help Desk
ASX Limited
20 Bridge Street
SYDNEY NSW 2000**