

**Legal Terms of Service: Published 1 October 2010
(excludes Schedules 1 and 3)**

**ASX Clear Pty Limited
ASX Settlement Pty Limited**

**Legal terms for the provision of
a trade acceptance service
to
Australian financial market licensees in respect of
CHESS-eligible ASX-quoted financial products**

September 2010

The object of these Legal Terms

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

Binding nature of Legal Terms

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

The trade acceptance service

- 11 A trade acceptance service comprises the items set out in Schedule 1 to these Legal Terms as amended from time to time..
- 12 ASX Clear and ASX Settlement will not, subject to clauses 13 to 17 amend the schedule of items comprising the trade acceptance service.
- 13 ASX Clear and ASX Settlement may amend the schedule of items comprising the trade acceptance service where ASX Clear and ASX Settlement reasonably consider that a change is necessary in order to give effect to a proposed change in the clearing and settlement services that ASX Clear and ASX Settlement provide to clearing and settlement participants. If ASX Clear and ASX Settlement propose to amend the schedule of items:
 - a) ASX Clear and ASX Settlement will publish on the ASX website a draft updated schedule of items comprising the trade acceptance service and provide written notice of the draft updated schedule of items to any AMO which has acquired a trade acceptance service.
 - b) Following notice of the draft updated schedule of items ASX Clear and ASX Settlement will consult in good faith with any AMO which has acquired a trade acceptance service about the content of the draft updated schedule of items and the time frame for its implementation.
 - c) The consultation period will be 21 days from the date of publication of the draft updated schedule of items.
 - d) Following the consultation period, ASX Clear and ASX Settlement will publish on the ASX website a final updated schedule of items and the date those items will come into effect (Implementation Date) and provide written notice of those items to any AMO which has acquired a trade acceptance service.

- e) The Implementation Date will be at least 90 days from the publishing of the final updated schedule of items, unless another date has been agreed to with each AMO which has acquired a trade acceptance service.
- 14 If an AMO, in good faith and acting reasonably, requests an expansion or enhancement of the service which requires an amendment to the schedule of items comprising the trade acceptance service, ASX Clear and ASX Settlement will, acting reasonably and in good faith, consult with the AMO in respect of the AMO's proposed expansion or enhancement and consequent amendment to the schedule of items.
- a) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, they will, to the extent that there are any other AMOs which have acquired a trade acceptance service, implement the notice and consultation process set out in clause 13.
 - b) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, but no other AMO has acquired the trade acceptance service, the expansion or enhancement and consequent amendment will be implemented as agreed by ASX Clear, ASX Settlement and the AMO.
- 15 Should ASX Clear and ASX Settlement agree to expand or enhance the trade acceptance service, the AMO requesting such expansion or enhancement and consequent amendment to schedule of items comprising the trade acceptance service must make a monetary contribution towards the capital cost of such expansion or enhancement to ASX Clear or ASX Settlement (as specified by ASX Clear and ASX Settlement), in an amount to be agreed between that AMO and ASX Clear and ASX Settlement.
- 16 If no agreement as to the amount of the monetary contribution to ASX Clear or ASX Settlement can be reached, ASX Clear and ASX Settlement are not obliged to provide that expansion or enhancement or implement the consequent amendment to the schedule of items.
- 17 Clause 13 does not apply if any regulatory authority directs that ASX Clear and ASX Settlement must change the schedule of items, or if ASX Clear and ASX Settlement consider, in good faith and acting reasonably but otherwise in their absolute discretion, that a change is required to comply with ASX Clear's or ASX Settlement's licence obligations. ASX Clear and ASX Settlement will notify the AMO as soon as practicable of such a change.
- 18 An AMO may request that ASX Clear and ASX Settlement provide a trade acceptance service by lodging an application for that service with ASX Clear and ASX Settlement. The application must be in the form set out in Schedule 2 or such other form as ASX Clear and ASX Settlement may from time to time prescribe.
- 19 The trade acceptance service will be provided to the AMO for the period specified in the application form (**contract period**). The period so specified may not exceed the termination date of these Legal Terms as determined under clause 58.

Pricing

- 20 As a condition of obtaining and continuing to receive a trade acceptance service, an AMO acquiring a trade acceptance service must pay the following amounts to, or as directed by, ASX Clear and ASX Settlement .
- (a) an application fee of \$10,000 (excluding GST) to be paid on lodgement of the application to receive a trade acceptance service;
 - (b) a service fee for a 12 month period of \$450,000 (excluding GST) on the date the AMO first receives the trade acceptance service (Launch Date) and on each anniversary of the Launch Date.
- 21 If ASX Clear and ASX Settlement are providing a trade acceptance service to three or more AMOs, ASX Clear and ASX Settlement will adjust the service fee paid or payable by each AMO on an equitable basis by reference to the costs incurred by ASX Clear and ASX Settlement in providing the trade acceptance service. The manner in which the fees are adjusted will be determined by ASX Clear and ASX Settlement, acting reasonably and in good faith.

Service of comparable quality

- 22 ASX Clear and ASX Settlement will provide to AMOs a service of comparable quality to that provided to ASX Limited.
- 23 For the purposes of clause 22, a service of comparable quality is provided where any difference between the trade acceptance service provided to an AMO and the service provided to ASX Limited results solely from any differences in the means by which those services are delivered. These means include, without limitation, the technical and operational systems and software which support the delivery of the services.

Clearing and settlement service

- 24 ASX Clear and ASX Settlement will provide clearing and settlement services to participants of ASX Clear and ASX Settlement for transactions effected through, or reported to, an AMO acquiring the trade acceptance service in accordance with applicable laws, operating rules and procedures.
- 25 ASX Clear and ASX Settlement will not discriminate, when providing clearing and settlement services to clearing and settlement participants, on the basis of whether a trade has been effected through, or reported to

ASX (ASX trade) or has been effected through or reported to an AMO (AMO trade). Without limiting this clause 25:

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

No changes without consent

- 26 Subject to clauses 13 to 17 and clauses 32 to 36, ASX Clear and ASX Settlement will not, during each contract period, change the terms and conditions on which they supply a trade acceptance service, except by consent.

Service Levels

- 27 ASX Clear and ASX Settlement will comply with the service levels set out in Schedule 3 (Service Levels).

Safeguards

- 28 If ASX Clear or ASX Settlement acquire actual knowledge of competitively sensitive information in the course of providing the trade acceptance service under these Legal Terms, they will implement, in accordance with the standards promulgated under these Legal Terms, appropriate safeguards (to be determined in their absolute discretion) to protect that information from disclosure to ASX Limited.

Standards

- 29 ASX Clear and ASX Settlement may, from time to time, promulgate:
- (a) technical standards; or
 - (b) operational standards
- (standards).**
- 30 ASX Clear and ASX Settlement will publish on the ASX website any applicable standards at the time of these Legal Terms coming into effect.
- 31 ASX Clear and ASX Settlement will not, subject to clauses 32 to 36 amend the applicable standards.
- 32 ASX Clear and ASX Settlement may amend the applicable standards where ASX Clear and ASX Settlement reasonably consider that a change is necessary in order to give effect to a proposed change in the clearing and settlement services that ASX Clear and ASX Settlement provide to clearing and settlement participants. If ASX Clear and ASX Settlement propose to amend the standards:
- a) ASX Clear and ASX Settlement will publish on the ASX website draft updated standards and provide written notice of the draft updated standards to any AMO which has acquired a trade acceptance service.
 - b) Following notice of draft updated standards ASX Clear and ASX Settlement will consult in good faith with any AMO which has acquired a trade acceptance service about the content of draft updated standards and the time frame for their implementation.
 - c) The consultation period will be 21 days from the date of publication of draft updated standards.
 - d) Following the consultation period, ASX Clear and ASX Settlement will publish on the ASX website final updated standards and the date those standards will come into effect (Implementation Date) and provide written notice of those items to any AMO which has acquired a trade acceptance service

- e) The Implementation Date will be at least 90 days from the publishing of the final updated standards, unless another date has been agreed to with each AMO which has acquired a trade acceptance service.
- 33 If an AMO, in good faith and acting reasonably, requests an expansion or enhancement of the service which requires an amendment to the standards, ASX Clear and ASX Settlement will in good faith and acting reasonably, consult with the AMO in respect of the AMO's proposed expansion or enhancement and consequent amendment to the standards.
- a) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, they will, to the extent that there are any other AMOs which have acquired a trade acceptance service, implement the notice and consultation process set out in clause 32.
- b) If the proposed expansion or enhancement and consequent amendment is acceptable to ASX Clear and ASX Settlement, but no other AMO has acquired the trade acceptance service, the expansion and enhancement and consequent amendment will be implemented as agreed by ASX Clear, ASX Settlement and the AMO.
- 34 Should ASX Clear and ASX Settlement agree to expand or enhance the trade acceptance service, the AMO requesting such expansion or enhancement and consequent amendment to the standards must make a monetary contribution towards the capital cost of such expansion or enhancement to ASX Clear or ASX Settlement (as specified by ASX Clear and ASX Settlement), in an amount to be agreed between that AMO and ASX Clear and ASX Settlement.
- 35 If no agreement as to the amount of the monetary contribution to ASX Clear or ASX Settlement can be reached, ASX Clear and ASX Settlement are not obliged to provide that expansion or enhancement or implement the consequent amendment to the standard.
- 36 Clause 32 does not apply if any regulatory authority directs that ASX Clear and ASX Settlement must change the applicable standards, or if ASX Clear and ASX Settlement consider, in good faith and acting reasonably but otherwise in their absolute discretion, that a change is required to comply with ASX Clear's or ASX Settlement's licence obligations.
- 37 As a condition of obtaining and continuing to receive the trade acceptance service, AMOs must comply with the standards as they are published from time to time.

Reporting obligations

- 38 AMOs acquiring the trade acceptance service must:

- (a) immediately report to ASX Clear and ASX Settlement any material non-compliance with any of the standards; and
 - (b) if ASX Clear and ASX Settlement have reasonable grounds to believe that the AMO may not have complied or may not be complying with the standards, provide promptly such information as ASX Clear and ASX Settlement may request for the purpose of ascertaining whether the AMO has complied or is complying with the standards.
- 39 AMOs acquiring the trade acceptance service must during the contract period, on the first business day of January, April, July and October, provide a certificate to ASX Clear and ASX Settlement , signed by two directors of the AMO, stating:
- (a) whether or not they have complied with each of the standards during the previous quarter;
 - (b) if not, the substance of how they have not complied with each of those standards, the date or dates on which they have been in non-compliance, and what remedial action (if any) has been undertaken.

Remedies for failure to comply

- 40 If an AMO that has acquired the trade acceptance service fails to comply with any provision of these Legal Terms, and ASX Clear and ASX Settlement consider that failure to be material, ASX Clear and ASX Settlement will notify the RBA and ASIC and may, in their absolute discretion, either:
- (a) suspend the provision of the trade acceptance service until such time as they are satisfied that the AMO will comply with all of the provisions of these Legal Terms; or
 - (b) terminate the right of the AMO to obtain the trade acceptance service.
- 41 In considering whether a failure to comply is material, ASX Clear and ASX Settlement may in their absolute discretion, have regard to their respective licence obligations and the objectives set out in s760A of the Corporations Act.
- 42 Without limiting the previous clauses of these Legal Terms there is a material failure to comply with a provision of these Legal Terms if:
- (a) an AMO that has acquired a trade acceptance service fails to provide a certificate in relation to its compliance with the standards within 15 business days from the date on which that certificate was to be provided;
 - (b) an AMO that has acquired a trade acceptance service states in the certificate that it has failed to comply with the standards in any respect and has not stated that the failure has been

remedied or how the failure will be remedied within 15 business days;

- (c) ASX Clear and ASX Settlement reasonably believe that the AMO is failing to comply with a standard or any provision of these Legal Terms, and ASX Clear and ASX Settlement consider that failure to be material; or
 - (d) ASX Clear and ASX Settlement direct an AMO to remedy any failure to comply with these Legal Terms and that AMO does not demonstrate to the satisfaction of ASX Clear and ASX Settlement, in their absolute discretion, that the failure has been remedied within 20 business days.
- 43 Except in circumstances where ASX Clear and ASX Settlement consider that continuing to provide the trade acceptance service contravenes any legal or licence obligation of ASX Clear and / or ASX Settlement, ASX Clear and ASX Settlement will provide an AMO with five business days notice of a decision to suspend the provision of the trade acceptance service or to terminate the right of the AMO to acquire the trade acceptance service. Notice of any suspension or termination will be made to the RBA and ASIC.

Dispute resolution

- 44 If a dispute arises between ASX Clear or ASX Settlement and an AMO that has acquired a trade acceptance service concerning any aspect of these Legal Terms or their operation, other than one that is the subject of an absolute discretion of ASX Clear or ASX Settlement, either party may deliver to the other party a written notice which identifies the dispute (Notice of Dispute). The parties must then negotiate in good faith to resolve the dispute.
- 45 If after 30 days following receipt of the Notice of Dispute commercial negotiation fails to resolve the dispute, either party may refer the dispute to binding arbitration by a single arbitrator by written notice to the other party (Arbitration Notice).
- 46 The arbitrator must be a person agreed by the parties. However, if the parties fail to agree on the arbitrator within 14 days after the Arbitration Notice was delivered, the arbitrator will be the person nominated, at the request of either party, by the President of the Institute of Arbitrators & Mediators Australia or his or her nominee.
- 47 Except where they are inconsistent with the provisions of these Legal Terms, the rules published in 2007 by the Institute of Arbitrators & Mediators Australia entitled *the IAMA Arbitration Rules* will govern the conduct of any arbitration conducted under these Legal Terms.
- 48 The arbitrator must have regard to and take into account as fundamental elements the following matters in resolving the dispute:

- (a) the object of these Legal Terms;
 - (b) the legitimate business interests of ASX Clear and ASX Settlement, including the protection of any investment by them in the CS facility;
 - (c) the statutory and licence obligations of ASX Clear and ASX Settlement under the Corporations Act; and
 - (d) the interests under contract made under these Legal Terms of all other persons.
- 49 Subject to clause 50 an arbitration will be private and the result of the arbitration will not be published.
- 50 The result of an arbitration will be provided to the RBA and ASIC on condition that they keep the results confidential subject to any statutory reporting obligation.
- 51 The parties must bear their own costs of the arbitration, including the costs of any representatives.
- 52 The cost of the arbitrator and the costs of any facilities used for the arbitration shall be borne equally by both parties.

Exclusions of liability

- 53 Subject to clause 57, neither ASX Clear nor ASX Settlement are liable for any direct or indirect loss however caused (including, but not limited to, by the negligence of ASX Clear or ASX Settlement), suffered or incurred by an AMO that has acquired a trade acceptance service or arising out of or in connection with the relationship established by these Legal Terms.
- 54 No AMO is liable for any direct or indirect loss however caused (including, but not limited to, by the negligence of that AMO), suffered or incurred by ASX Clear or ASX Settlement through the supply of a trade acceptance service to that AMO or arising out of or in connection with the relationship established by these Legal Terms.
- 55 As a condition of obtaining and continuing to receive the trade acceptance service, an AMO that has acquired a trade acceptance service may make no claim against ASX Clear or ASX Settlement with respect to any liability arising out of the provision by ASX Clear or ASX Settlement of a clearing and settlement service to a party to a transaction effected through, or reported to, a trade facility operated by that AMO.
- 56 If an AMO demonstrates to the reasonable satisfaction of ASX Clear and ASX Settlement that ASX Clear and ASX Settlement have failed to comply with the Service Levels, ASX Clear and ASX Settlement will, subject to the following sentence, pay to that AMO a sum of \$2000 in respect of each day the Service Levels have not been complied with as

that AMO's sole and exclusive remedy in respect of such failure. The aggregate liability of ASX Clear and ASX Settlement to an AMO under this clause 57 in any year is limited to the amount of the service fee for a 12 month period paid by that AMO in that year, net of the adjustment made under clause 18 (if any).

Term of Legal Terms

- 57 Unless terminated earlier under the review provisions in these Legal Terms, these Legal Terms will operate for the period of 3 years commencing on [date to be inserted].

Review

- 58 Twelve months prior to the expiry of these Legal Terms a review of the Legal Terms will be carried out and published by ASX Clear and ASX Settlement within four months from the commencement of the review.
- 59 A review will be carried out and published by ASX Clear and ASX Settlement if:
- (a) ASIC or the RBA take any regulatory action or there is a change of law which affects the provision of the trade acceptance service;
 - (b) ASIC or the RBA consent to a review being undertaken; or
 - (c) there is any material change to the risk profile of ASX Clear or ASX Settlement in the provision of a trade acceptance service.
- 60 ASX Clear and ASX Settlement will, in good faith and acting reasonably, consult with each AMO which is acquiring a trade acceptance service as part of the review.
- 61 The result of the review undertaken by ASX Clear and ASX Settlement may be, in their absolute discretion:
- (a) to maintain the current Legal Terms substantially in their current form;
 - (b) to change the current Legal Terms;
 - (c) to terminate the Legal Terms prior to the end of the term specified in clause 58; or
 - (d) to allow the Legal Terms to expire on their own terms without replacement.

Transitional Arrangements

- 62 If an AMO requests, that AMO and ASX Clear and ASX Settlement will develop in consultation with each other and subsequently implement a plan for the orderly termination of the Legal Terms or the transitioned end of the delivery of the trade acceptance service to the AMO (**Transition Plan**).
- 63 An AMO requesting the development of a Transition Plan will reimburse reasonable costs and expenses incurred by ASX Clear and ASX Settlement in developing and implementing the Transition Plan.

Governing law

- 64 These Legal Terms are governed by the laws of New South Wales, Australia.
- 65 ASX Clear, ASX Settlement and any AMO that acquires a trade acceptance service irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

Schedule 1

[This Schedule has been intentionally omitted]

Schedule 2

Application form (clause 18)

Approved Market Operator and trade acceptance service for CHESSE-eligible ASX-quoted financial products

Application Form

Approved Market Operator

This form should be used by a market licensee ("Applicant") seeking to be:

- (1) approved as an Approved Market Operator for the purposes of the operating rules of ASX Clear Pty Ltd ("ASX Clear") and ASX Settlement Pty Ltd ("ASX Settlement"); and
- (2) provided with a trade acceptance service for CHESSE eligible ASX quoted securities by ASX Clear and ASX Settlement (jointly).

The Operating Rules of ASX Clear and ASX Settlement provide that ASX Clear and ASX Settlement may approve a person with an Australian market licence as an Approved Market Operator ("AMO").

The trade acceptance service involves acceptance of transactions effected through (the market of) an AMO for clearing and settlement in the CS facilities operated by ASX Clear and ASX Settlement. Details of the trade acceptance service are set out in the Legal Terms for the provision of a trade acceptance service and the standards which apply under those Legal Terms. The Legal Terms and the standards which apply under them are available at www.asx.com.au.

How to apply

The form is in two parts:

Part 1 Deed Poll

Part 2 Details of Applicant

Any annexures to this Application Form will form part of the application for the trade acceptance service.

Applicants must complete all questions in this application.

Completed applications should be returned to ASX Clear and ASX Settlement marked to the attention of the General Manager, Clearing and Settlement Services at:

ASX Clear Pty Ltd and ASX Settlement Pty Ltd
Exchange Centre
20 Bridge Street
Sydney NSW 2000
Australia

Part 1 – Deed Poll

Date ►

This Deed Poll is made as a deed poll by [Insert name of Applicant] [Insert ABN/ARBN of Applicant] of [Insert registered office of Applicant] (Applicant):

In favour of ASX Clear Pty Limited (ASX Clear); and
ASX Settlement Pty Limited (ASX Settlement).

Background

1. The Applicant wishes to apply to ASX Clear and ASX Settlement to be approved as an Approved Market Operator for the purposes of the operating rules of ASX Clear and ASX Settlement and be provided with a trade acceptance service for CHESS-eligible ASX quoted securities by ASX Clear and ASX Settlement;
2. The Applicant makes this Deed Poll in connection with its application.

This Deed Poll witnesses As follows:

The Applicant:

- (a) represents and warrants to ASX Clear and ASX Settlement that the information the Applicant has provided or will provide to ASX Clear and ASX Settlement in connection with its application including, without limitation, information in its application form and any annexures to its application form, is true and correct;
- (b) acknowledges that ASX Clear and ASX Settlement will rely on the information provided in considering its application and acknowledges that any wilful omission or misstatement on a material point in or in connection with its application may lead to rejection of the application or, if the application is approved, subsequent cessation of the Applicant's status as an Approved Market Operator and/or provision of the trade acceptance service;
- (c) if the application is approved, undertakes and agrees to be bound by the obligations set out in the Legal Terms for the provision of a trade acceptance service to Australian financial market licensees in respect of CHESS-eligible ASX-quoted financial products and any standards which apply under those Legal Terms (as amended from time to time).

EXECUTED AS A DEED POLL by [Insert name of Applicant]
in accordance with section 127(1) of the
Corporations Act 2001 (Cth)

Signature of director

Signature of director/company secretary

Name (print)

Name (print)

Part 2 – Details of Applicant

Part 2.1 Applicant Details

- (a) Name and ARBN or ABN of Applicant.
- (b) Place and date of incorporation/registration.
- (c) Registered office address.
- (d) Term of service
The Applicant requests that the trade acceptance service be provided on and from [*insert date*] (**Commencement Date**).

Part 2.2 Licensing Information

- (a) Does the Applicant hold an Australian market licence issued under the Corporations Act 2001? If yes, please attach copy of the licence. Yes No

(ANNEXURE A)
If No, the trade acceptance service cannot be provided until the Applicant has been issued a market licence and provided a copy of that market licence to ASX Clear and ASX Settlement.
- (b) Does the Applicant's licence enable the Applicant to use the Trade Acceptance Service? Yes No

If No, please ensure you obtain a licence variation to allow for this prior to submitting this application

Schedule 3

[This Schedule has been intentionally omitted]