

## ANNEXURE 8 BANK GUARANTEE – STANDARD

TO: ASX CLEAR PTY LIMITED ABN 48001 314 503 ("Principal")

① GUARANTEE ON ACCOUNT OF ("Customer")

② IN RESPECT OF ("Participant")

③ ("the Bank") at the request of the Customer hereby undertakes unconditionally to pay on demand to the Principal any amount or amounts not exceeding in total A\$ ④ (Australian dollars) ("the total amount") which may from time to time be demanded in writing by the Principal in respect of:

- (a) the obligations of the Participant to make Contributions (as defined in the ASX Clear Operating Rules) to the Principal; or
- (b) the obligations of the Participant to ASX Clear in connection with any Derivatives Market Contracts or Derivatives CCP Contracts (each as defined in the ASX Clear Operating Rules).

Payment of the total amount or any part or parts thereof will be made by the Bank to the Principal at the place and in the manner specified by the Principal, without reference by the Bank to the Customer and without enquiry as to the nature, existence or extent of the Participant's obligations to the Principal and notwithstanding any notice to the Bank by the Customer not to pay any moneys under this Guarantee.

This Guarantee continues in force until the first of the following events occurs:-

- (a) the Principal notifies the Bank in writing that this Guarantee is no longer required by the Principal;
  - (b) the Bank pays to the Principal the total amount or the balance thereof remaining after any part payment or payments;
- ⑥ (c) 4.00 pm on the            day of            .

The Bank may at any time (without being required by the Principal to do so) terminate this Guarantee by paying to the Principal the total amount or the balance thereof remaining after any part payment or payments.

⑦ Any demand under this Guarantee may be made by facsimile transmission to fax number: ( )

The Principal cannot assign or transfer its rights under this Guarantee.

This Guarantee is governed by and is construed in accordance with the laws of New South Wales.

⑧ DATED at            this            day of

⑨ EXECUTED for and on behalf of

(name of Bank)  
by its attorney/s

(print full name/s)  
in the presence of:  
(or execute under common seal)

⑩ Any demand or correspondence in relation to this Guarantee should be addressed to:  
The Manager,  
(name of Bank),  
(Branch),  
(address),  
fax no ( )

**EXPLANATION  
OF  
BANK GUARANTEE – STANDARD**

1. The bank's customer's name
2. Participant's name
3. Name of the bank
4. Amount of the bank guarantee in numbers and words
5. Account names which the bank guarantee will cover
6. Date of expiry, if any
7. Facsimile number of bank issuing the bank guarantee
8. Place and Date of bank guarantee
9. This section to be executed by the bank
10. Name and address of bank.

**End of Document**