

## SECTION 2 DEFINITIONS AND INTERPRETATION

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## SECTION 2 DEFINITIONS AND INTERPRETATION

This section contains the definitions and sets out a number of general principles by which these Rules are to be interpreted.

### 2.1 GENERAL PRINCIPLES OF INTERPRETATION

In these Rules unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or any legislative provision substituted for, and any regulatory or statutory instrument issued under, that legislation or legislative provision;
- (b) a reference to the operating rules of an Approved Settlement Facility, the operating rules of an Approved Market Operator, the ASX Enforcement and Appeals Rulebook, these Rules or the Procedures is a reference to those operating rules, that rulebook, the Rules or the Procedures as modified or amended from time to time;
- (c) the singular includes the plural and vice-versa;
- (d) a reference to a person, body, corporation, trust, partnership, unincorporated body, firm, association, authority or government includes any of them;
- (e) a word denoting any gender includes all genders;
- (f) if a word or expression is given a particular meaning, another part of speech or grammatical form of that word or expression has a corresponding meaning;
- (g) a reference to power includes a reference to authority and discretion;
- (h) a reference to a Rule (eg Rule 2.4) includes a reference to all sub-Rules included under that Rule (eg Rule 2.4.3);
- (i) a reference to a Section (eg Section 2) includes a reference to all Rules and sub-Rules within that Section;
- (j) a reference to any Rule or Procedure is a reference to that Rule or Procedure as amended from time to time;
- (k) a reference to time is to the time in Sydney, Australia;
- (l) a reference to currency is a reference to Australian currency;
- (m) a reference to writing includes typing, printing, lithography, photography, telex, facsimile or any other mode of representing or reproducing words in a visible form;

- (n) where there is a reference to the power of ASX Clear to make, demand or impose a requirement there is a corresponding obligation of the relevant Participant to comply with that demand or requirement in all respects;
- (o) a reference to ASX Clear notifying or giving notice to a Participant or vice-versa is a reference to notifying or giving notice in accordance with Rule 1.7; and
- (p) a reference to records includes any documents and any electronic records which ASX Clear considers are relevant for the purposes of performing its functions under the Rules.

Introduced 11/03/04 Origin OCH 19.2.1 Amended 01/08/10, 27/06/11, 01/01/12

## **2.2 WORDS AND EXPRESSIONS DEFINED IN THE CORPORATIONS ACT**

### **2.2.1 Words and expressions defined have the same meaning in these Rules**

Words and expressions defined in the Corporations Act will unless otherwise defined or specified in these Rules, or the contrary intention appears, have the same meaning in these Rules.

Introduced 11/03/04 Origin SCH 21.1.2 Amended 12/04/05

### **2.2.2 Definition of “Transaction” for the purposes of the Corporations Regulations**

For the purposes of regulations 7.5.40 and 7.5.41 of the Corporations Regulations, “transactions of a kind or kinds specified in the operating rules” or “transactions (as defined in the operating rules)” are those transactions that are novated to ASX Clear and netted in accordance with Section 12 of these Rules.

Introduced 11/03/04

## **2.3 HEADINGS AND INTRODUCTORY OVERVIEW**

### **2.3.1 Headings and introductory overview for convenience of reference only**

Headings and the introductory overview at the beginning of each Section are for convenience of reference only and do not affect the interpretation of the Rules or the Procedures.

Introduced 11/03/04 Origin OCH 19.2.2

## **2.4 CONDUCT, ACTS AND OMISSIONS**

### **2.4.1 References to conduct or doing any act or thing**

In these Rules:

- (a) a reference to conduct or engaging in conduct includes a reference to doing, refusing to do or omitting to do, any act, including the making of, or the giving effect to a provision of, an agreement; and

- (b) unless the contrary intention appears, a reference to doing, refusing or omitting to do any act or thing includes a reference to causing, permitting or authorising:
  - (i) the act or thing to be done; or
  - (ii) the refusal or omission to occur.

Introduced 11/03/04 Origin SCH 21.3.1, 21.6.5

#### **2.4.2 Conduct by officers, Employees and agents**

In these Rules, conduct engaged in on behalf of a person:

- (a) by an officer, Employee, or other agent of the person and whether or not within the scope of the actual or apparent authority of the officer, Employee, or other agent; or
- (b) by any other person at the direction or with the consent or agreement (whether express or implied) of an officer, Employee, or other agent of the person, and whether or not the giving of the direction, consent or agreement is within the scope of the actual or apparent authority of the officer, Employee, or other agent,

is deemed to have been engaged in also by the person.

Introduced 11/03/04 Amended 31/03/08 Origin SCH 21.3.2

#### **2.4.3 State of mind of a person**

If for the purposes of these Rules in respect of conduct engaged in by a person, it is necessary to establish the state of mind of the person, it is sufficient to show that an officer, Employee, or other agent of the person, being an officer, Employee, or other agent by whom the conduct was engaged in and whether or not the conduct was within the scope of the actual or apparent authority of that officer, Employee, or other agent, had that state of mind.

In this Rule 2.4.3, a reference to the state of mind of a person includes a reference to the knowledge, intention, opinion, belief or purpose of the person and the person's reasons for the person's intention, opinion, belief or purpose.

Introduced 11/03/04 Amended 31/03/08 Origin SCH 21.3.1, 21.3.4

### **2.5 REGARD TO BE HAD TO PURPOSE OR OBJECT OF RULE**

#### **2.5.1 Construction to promote purpose of Rules**

In the interpretation of a Rule, a construction that would promote the purpose or object underlying the Rules (whether that purpose or object is expressly stated in the Rules or not) is to be preferred to a construction which would not promote that purpose or object.

Introduced 11/03/04 Origin OCH 19.2.4

## **2.6 EXAMPLES AND NOTES**

### **2.6.1 Use of examples and notes**

If these Rules include an example of, or a note about, the operation of a Rule:

- (a) the example or note is not to be taken to be exhaustive; and
- (b) if the example or note is inconsistent with the Rule, the Rule prevails.

Introduced 11/03/04 Origin SCH 21.5.1

## **2.7 CHANGE OF NAME**

### **2.7.1 Reference to a body or office under a former name**

If:

- (a) the name of a body is changed in accordance with the law (whether or not the body is incorporated); or
- (b) the name of an office is changed by law,

then a reference in these Rules to the body or office under any former name, except in relation to matters that occurred before the change took effect, is taken as a reference to the body or office under the new name.

Introduced 11/03/04 Origin SCH 21.6

### **2.7.2 References to Australian Stock Exchange Limited**

All references to 'Australian Stock Exchange Limited' in the Rules, Procedures, appendices, schedules, guidance notes, circulars, notices, bulletins, explanatory memoranda and other communications issued or made by ASX Clear under the Rules are as and from 5 December 2006 taken to be references to 'ASX Limited'.

Introduced 20/07/07

### **2.7.3 Change of name of Rules**

As from the Effective Time (as defined in Rule 19.20), these Rules (formerly known as the ACH Clearing Rules) have been renamed the ASX Clear Operating Rules.

Introduced 01/08/10

## **2.8 EFFECT OF AMENDMENT TO RULES AND PROCEDURES**

### **2.8.1 Where amendments to Rules and Procedures are made**

Unless expressly stated otherwise, where a Rule or Procedure is:

- (a) amended;
- (b) deleted; or
- (c) lapses or otherwise ceases to have effect,

that circumstance does not:

- (d) revive anything not in force or existing at the time at which that circumstance takes effect;
- (e) affect the previous operations of that Rule or Procedure or anything done under that Rule or Procedure;
- (f) affect any right, privilege, obligation or liability acquired, accrued or incurred under that Rule or Procedure;
- (g) affect any penalty, forfeiture, suspension, expulsion or other enforcement action taken or incurred in respect of any contravention of that Rule or Procedure; or
- (h) affect any investigation, proceeding, enforcement process, appeal process or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture, suspension, expulsion or other enforcement action,

and any such investigation, proceeding, enforcement process, appeal process or remedy may be instituted, continued or enforced, and any such penalty, forfeiture, suspension, expulsion or other enforcement action may be imposed as if the circumstance had not taken effect.

Introduced 11/03/04 Origin OCH 19.2.5 Amended 01/08/10

## **2.9 RULES IN FORCE AT TIME OF CONTRAVENTION**

### **2.9.1 Determining a contravention of the Rules**

Unless expressly stated otherwise, in determining whether the act or omission of a party constitutes a contravention of the Rules or constitutes Unprofessional Conduct, the matter shall be determined with regard to the Rules in force at the time of the relevant act or omission.

Introduced 11/03/04 Origin OCH 19.2.6

## **2.10 DEFINITIONS AND INTERPRETATION**

### **2.10.1 Definitions used in the Rules**

In these Rules and in the Procedures, unless the context otherwise requires:

**“Account”** means a Client Account, a House Account or Cash Market Account.

Amended 07/06/13

**“Accountant”** means a member of the Australian Society of Certified Practising Accountants, the Institute of Chartered Accountants in Australia or other body approved by ASX Clear.

**“ADI”** means an Authorised Deposit-Taking Institution that has been granted an authority to carry on banking business in Australia under the Banking Act 1959.

Introduced 15/06/15

**“ASX Clear”** means ASX Clear Pty Limited ABN 48 001 314 503.

Amended 05/05/05, 01/08/10

**“Admission Requirements”** means the requirements set out in Rule 3.2.

**“Alternative Settlement Facility”** means a CS Facility which, in the opinion of ASX Clear in conjunction with the Market Operator, has:

- (a) adequate rules or procedures relating to the operation of the facility, including effective risk management procedures;
- (b) adequate arrangements for supervision and regulation of the facility; and
- (c) sufficient resources to conduct the facility and perform its supervisory and regulatory functions.

**“Appeal Tribunal”** means the tribunal covered in accordance with the provisions of the ASX Enforcement and Appeals Rulebook.

Amended 31/03/08, 01/08/10

**“Approved Financial Product”** means a financial product approved for settlement by ASX Settlement in accordance with the ASX Settlement Operating Rules.

Amended 01/08/10

**“Approved Listing Market Operator”** means, in respect of a Derivatives Market Contract, Derivatives CCP Contract, Derivatives Market Transaction or Series, the Approved Market Operator on whose market the contract is opened for trading or transaction is effected, as applicable.

Introduced 27/06/11

**“Approved Market Operator”** means a Market Operator approved by ASX Clear as an Approved Market Operator and specified in the Procedures.

**“Approved Settlement Facility”** means a CS facility approved by ASX Clear as an Approved Settlement Facility and specified in the Procedures.

**“ASIC Market Integrity Rules”** means the ASIC Market Integrity Rules applying to trading on the financial market operated by ASX.

Introduced 01/08/10

**“ASX Settlement”** means ASX Settlement Pty Limited ABN 49 008 504 532.

Amended 01/08/10

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

Amended 20/07/07

**“Authorised Person”** means any person who has actual authority of the Participant to cause messages to be transmitted through the Clearing System by that Participant.

**“Business Day”** means a day other than:

- (a) a Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day; and
- (b) any other day which ASX Clear notifies Participants is not a Business Day.

**“Buyer”** means:

- (a) in relation to a Cash Market Transaction, the party who has an obligation to pay money under the terms of the transaction;
- (b) in relation to:
  - (i) a Cash CCP Transaction;
  - (ii) a CCP Net Batch Instruction;
  - (iii) a CCP Gross Batch Instruction;
  - (iv) a CCP RTGS Instruction,the Participant responsible to ASX Clear for performing the obligations of the buyer under the terms of the relevant Cash Market Transaction or Offsetting Transaction Arrangement;
- (c) in relation to a Direct Settlement Instruction, the Participant who has an obligation to pay money under the terms of the relevant Cash Market Transaction;
- (d) in relation to a Derivatives Market Contract which is an Options Market Contract, the party with the exercisable rights under the terms of the contract;
- (e) in relation to a Derivatives CCP Contract, being a Futures CCP Contract or an Options CCP Contract, the Participant responsible to ASX Clear for performance of the obligations of the buyer under the terms of the relevant Derivatives Market Contract; and
- (f) ASX Clear where a specific Rule refers to ASX Clear as buyer.

Amended 28/04/14, 19/02/24

**“Call Option”** means:

- (a) in relation to an Options Market Transaction, an Options Market Contract which the Approved Listing Market Operator specifies as being a call option; and
- (b) in relation to an OTC Options Market Transaction, an Options Market Contract which is notified to ASX Clear as a call option by the relevant Participant.

Amended 27/06/11, 28/05/12

**“Cash Cover”** means the cash balance or balances credited by ASX Clear to a Participant to satisfy the amounts determined by ASX Clear under Rule 14.6.1.

Amended 07/06/13

**“Cash CCP Transaction”** means one of the two matching transactions that arise between ASX Clear and a Participant when a Cash Market Transaction is registered and novated to ASX Clear under Section 12, or in the case of an Offsetting Transaction Arrangement means one of the two transactions that arise between ASX Clear and a Participant under that Offsetting Transaction Arrangement.

Amended 28/04/14

**“Cash Market Account”** means an account established under paragraph (d) of Rule 10.1.1 for the purpose of registering Cash Market Transactions or transactions under an Offsetting Transaction Arrangement.

Introduced 07/06/13 Amended 28/04/14

**“Cash Market Transaction”** means a transaction entered into on or reported to the market of an Approved Market Operator under which:

- (a) one party has an obligation to deliver a particular number and class of transferable Financial Products; and
- (b) the other party has an obligation to pay an amount of money for the delivery.

**“Cash Settled”**, in relation to a Derivatives Market Transaction or a Derivatives CCP Contract, means a transaction on terms which provide for the settlement of all rights and obligations by the payment of money only.

Amended 28/05/12

**“CCP Batch Instruction”** means either a CCP Gross Batch Instruction or a CCP Net Batch Instruction.

Introduced 28/04/14

**“CCP Gross Batch Instruction”** means an instruction generated by ASX Clear for notification to the Approved Settlement Facility and which contains details of payment and delivery obligations in relation to a Cash CCP Transaction that has been excluded from netting in accordance with Rule 12.7.3 and includes an instruction which contains

payment and delivery obligations under an Offsetting Transaction Arrangement entered into in respect of a Failed CCP Gross Batch Instruction.

Amended 28/04/14

**“CCP Net Batch Instruction”** means an instruction generated by ASX Clear for notification to the Approved Settlement Facility and which contains details of payment and delivery obligations in relation to a Cash CCP Transaction that has been netted in accordance with Rule 12.6.1 and includes an instruction which contains payment and delivery obligations under an Offsetting Transaction Arrangement entered into in respect of a Failed CCP Net Batch Instruction.

Amended 28/04/14

**“CCP RTGS Instruction”** means an instruction generated by ASX Clear for notification to the Approved Settlement Facility and which contains details of payment and delivery obligations in relation to a Cash CCP Transaction that is to be settled in Real Time Gross Settlement.

**“CHES”** stands for the Clearing House Electronic Subregister System as operated by:

- (a) ASX Clear for the purpose of clearing Cash Market Transactions and Cash CCP Transactions; and
- (b) ASX Settlement for the purpose of settling transactions in Approved Financial Products, transferring Financial Products and registering transfers.

**“CHES Software”** means all systems and applications programs relevant to the operation of CHES including (without limitation) all of the computer software maintained and used by ASX Clear for the purposes of CHES (other than software used by a Participant to communicate with CHES).

**“Class”**, in relation to a Derivatives Market Contract or a Derivatives CCP Contract, means all transactions with the same Underlying Financial Product, Underlying Derivative or Underlying Index.

Amended 19/02/24

**“Clearing Agreement”** means a Client Agreement entered into between a Market Participant and a General Participant for the clearing of Market Transactions which complies with Rule 9.1 and Schedule 3.

**“Clearing Facility”** means the facility provided by ASX Clear as described in Rule 1.1.

**“Clearing Loss”** means the amount ASX Clear determines to be its loss (in connection with its Clearing Obligations) arising in connection with a Participant’s event of default referred to in Rule 15.1 after ASX Clear takes action under Rule 15.2 following the Participant’s event of default referred to in Rule 15.1. It includes costs and expenses (including interest) incurred in connection with the event of default. ASX Clear may in its absolute discretion determine the value of any Collateral or other securities, assets or property (other than cash or an irrevocable commitment to provide cash) provided to, or received by, ASX Clear for the purpose of determining its Clearing Loss if ASX Clear reasonably expects that that Collateral or other security, asset or property cannot be

sold, realised, converted into cash or otherwise dealt with in a manner suitable to ASX Clear in accordance with Rule 15.2.

Amended 01/10/15

**“Clearing Loss Participant”** means, for a Clearing Loss, the Participant whose event of default gives rise to the Clearing Loss.

**“Clearing Message”** means an electronic message communicated through a Gateway.

**“Clearing Obligation”** means an obligation (including an obligation to pay money or deliver an asset) arising directly or indirectly from a Cash CCP Transaction or Derivatives CCP Contract and imposed on a Participant or ASX Clear, or both, under these Rules.

**“Clearing System”** means the computer systems and associated networks including CHES and the Derivatives Clearing System used by ASX Clear for the clearing of Market Transactions or transactions under an Offsetting Transaction Arrangement.

Amended 28/04/14

**“Client”** in relation to a Participant means, as the context requires:

- (a) a Retail Client or a Wholesale Client with whom the Participant has a Client Agreement, including an agreement deemed to arise under these Rules or the rules of an Approved Market Operator; or
- (b) in the case of a General Participant, a Market Participant or another Participant with whom the General Participant has a Clearing Agreement or a Client Agreement.

**“Client Account”**, means an account established by the Participant under paragraphs (a) or (b) of Rule 10.1.1 for the purpose of registering Derivatives Market Contracts.

**“Client Agreement”** means the agreement between a Participant and its Client referred to in Rules 7.1.2, 7.1.3, 7.1.4 and includes a Clearing Agreement under Rule 9.1.

Amended 01/08/14

**“Close Out”** means set off the rights and obligations arising under Derivatives CCP Contracts under Section 15.

**“Collateral”** means property, acceptable to ASX Clear from time to time, which is pledged, mortgaged, charged or otherwise secured by any person (including, without limitation, a Client) in favour of ASX Clear in respect of some or all of the obligations of a Participant to ASX Clear, and includes Cover as defined under the ASX Settlement Operating Rules and may include without limitation bank guarantees, money market securities or shares.

Amended 01/03/19

**“Commission”** means the Australian Securities and Investments Commission.

**“Contract Series”** has the meaning given in the rules of the Approved Listing Market Operator.

Introduced 21/11/14

**“Contract Size”** means:

- (a) in relation to a Derivatives CCP Contract resulting from the registration of an Options Market Transaction over Underlying Financial Products, the number of Underlying Financial Products the subject of the Derivatives CCP Contract determined by the Approved Listing Market Operator under its rules; and
- (b) in relation to a Derivatives CCP Contract resulting from the registration of an OTC Options Market Transaction over Underlying Financial Products, the number of Underlying Financial Products the subject of the Derivatives CCP Contract notified to ASX Clear by the relevant Participant.

Amended 27/06/11, 28/05/12, 01/10/15, 19/02/24

**“Contribution”** means a Contribution provided by or in respect of a Participant under Rule 8.1.1.

Amended 19/08/09

**“Contribution Provider”** means a person who meets the Contribution Provider criteria in the Procedures, and provides a guarantee or other undertaking under Rule 8.2.2 in satisfaction of a Participant’s requirement to make a Contribution.

**“Controller”** means, in relation to a Participant, a person who controls the Participant.

*Note: For these purposes, “control” has the same meaning as in section 50AA of the Corporations Act (Rule 2.2.1).*

Amended 27/06/11, 15/06/15

**“Controlling Participant”** in relation to a CHES Holding, means the Participant that has the capacity in CHES to either:

- (a) Transfer or Convert Financial Products from the Holding; or
- (b) Transfer in terms of Rule 13.19.2 of the ASX Settlement Operating Rules; or
- (c) Transmute FDIs from the Holding

Amended 23/10/09

**“Corporations Act”** means the Corporations Act 2001 (Cth).

**“Cover”** means Cash Cover and Collateral.

**“CS Facility”** means a CS facility licensed as such under the Corporations Act.

**“Daily Settlement Price”** is defined in Rule 12.15.2.

**“Derivative”** means a “derivative” within the meaning of the Corporations Act.

**“Derivatives CCP Contract”** means one of the two matching contracts between ASX Clear and a Participant which arise when a Derivatives Market Contract is registered by and novated to ASX Clear under Section 12.

**“Derivatives Clearing System”** means the computer system and associated network used by ASX Clear for the clearing of Derivatives Market Transactions.

**“Derivatives Market Contract”** means an Options Market Contract.

Amended 19/02/24

**“Derivatives Market Transaction”** means an Options Market Transaction or an OTC Options Market Transaction.

Amended 28/05/12, 19/02/24

**“Direct Batch Instruction”** means an instruction generated by ASX Clear for the notification to the Approved Settlement Facility which contains the details of payment and delivery obligations to be effected by the counterparties directly.

**“Direct Participant”** means a Participant which is admitted by ASX Clear to clear a category of Market Transaction for itself, its own Clients and Market Participants that are Wholly-Owned Group Entities and their clients.

Amended 02/08/13, 01/08/14

**“Disciplinary Register”** means the register maintained by ASX Clear under Rule 19.8.1.

**“Effective Date”** means the date referred to in a Participant Change Notice on which the novation of a Client Agreement is deemed to have occurred.

**“Employee”**, in relation to a Participant, means a director, employee, officer, agent, representative, consultant or adviser of that Participant or any Related Body Corporate who is involved in its activities as a Participant.

Amended 02/08/13

**“End of Day”** means on any Trading Day, 7:00 pm Sydney time or such other time as ASX Settlement may from time to time determine.

**“Entitlement”** means:

1. property (other than Financial Products) or money transferred or paid to a person because the person is or was the holder of a Financial Product; or
2. a right that a person has because the person is or was the holder of a Financial Product, including, for example:
  - (a) a right to be paid an amount or to be issued with additional Financial Products; or
  - (b) a right that arises out of a reduction in share capital, a scheme of arrangement or compromise or a takeover bid;

and includes a reference to a right, whether existing or future, and whether contingent or not. It includes (without limitation):

- (a) rights;
- (b) bonus issues;
- (c) dividend, interest and trust distribution payments;
- (d) priority issues;
- (e) offers under an equal access scheme; and
- (f) in relation to foreign securities, any equivalent or similar benefit (however described) provided or offered by the issuer of the foreign securities.

Amended 01/01/12

**“Excess Cash”** means a cash balance credited by ASX Clear to a Participant which is not Cash Cover.

**“Exercise”** means the process by which a party to an Options CCP Contract exercises the right to buy or sell the Underlying Financial Product or Underlying Derivative.

Amended 19/02/24

**“Exercise Level”** means:

- (a) in relation to an Options CCP Contract resulting from the registration of an Options Market Transaction over an Underlying Index, the level of the Underlying Index specified by the Approved Listing Market Operator under its rules as the Exercise Level of that Options CCP Contract; and
- (b) in relation to an Options CCP Contract resulting from the registration of an OTC Options Market Transaction over an Underlying Index, the level of the Underlying Index notified to ASX Clear by the relevant Participant.

Amended 27/06/11, 28/05/12, 02/02/15

**“Exercise Limit”** means a limit on the exercise of Options CCP Contracts prescribed by ASX Clear under Rule 14.3.1 or by the Approved Listing Market Operator.

Amended 27/06/11

**“Exercise Notice”** means a Clearing Message sent by the Buyer of an Options CCP Contract to exercise the Options CCP Contract.

**“Exercise Price”**, in relation to an Options CCP Contract, means:

- (a) in the case of an Options CCP Contract over an Underlying Derivative, the price at which that Underlying Derivative will be registered upon the exercise of that Options CCP Contract;

- (b) in the case of any other Options CCP Contract resulting from the registration of an Options Market Transaction, the price specified as the Exercise Price by the Approved Listing Market Operator for that Options CCP Contract (as adjusted in accordance with the rules of the Approved Listing Market Operator); and
- (c) in the case of an Options CCP Contract resulting from the registration of an OTC Options Market Transaction, the price notified to ASX Clear as the Exercise Price by the relevant Participant.

Amended 27/06/11, 28/05/12

**“Exercise Value”**, in relation to an Options CCP Contract over Underlying Financial Products, means the Exercise Price of the Options CCP Contract multiplied by the Contract Size.

**“Expiry Date”** means:

- (a) in relation to an Options CCP Contract resulting from the registration of an Options Market Transaction, the date determined by the Approved Listing Market Operator under its rules as the date on which the contract expires; and
- (b) in relation to an Options CCP Contract resulting from the registration of an OTC Options Market Transaction, the date notified to ASX Clear as the Expiry Date by the relevant Participant.

Amended 27/06/11, 28/05/12

**“Expiry Month”**, in relation to an Options CCP Contract, means the month in which the Expiry Date of the contract falls.

**“Fail”** means the removal by the Approved Settlement Facility of the whole or part of:

- (a) a CCP Net Batch Instruction;
- (b) a CCP Gross Batch Instruction; or
- (c) a CCP RTGS Instruction,

from settlement in accordance with the operating rules of the Approved Settlement Facility.

*Note: A Failed CCP Batch Instruction removed from Batch Settlement (as defined in the operating rules of the Approved Settlement Facility) may be notified by the Approved Settlement Facility to ASX Clear for settlement on that day through an Offsetting Transaction Arrangement entered into between ASX Clear and the respective non-defaulting Participant in accordance with Rule 12.8A.*

Amended 28/04/14

**“Family Company”** means a corporation:

- (a) controlled by the person or the Immediate Family of the person; or

- (b) in respect of which the person is beneficially entitled to more than 50% of the issued capital.

**“Family Trust”** means a trust in which:

- (a) the person or the Immediate Family of the person is the sole or majority beneficiary; or
- (b) the person has the ability to remove the trustee of the trust and replace that trustee with his or her own nominee.

**“Financial Product”** means a security within the meaning of section 761A, a derivative within the meaning of section 761D or a financial product within the meaning of section 764A(1)(b) or (ba) of the Corporations Act.

**“Funds Manager”** means an entity whose primary business is to invest money and manage assets and other investments allocated to it by clients for that purpose.

**“Gateway”** means a hardware and software component which provides the communications interface between the Clearing System and the Participant's system.

**“General Participant”** means a Participant which is admitted by ASX Clear to clear a category of Market Transaction for itself, its own Clients, other Participants and their Clients and Market Participants and their Clients.

**“Holder”** means a person who is entitled to possession of the relevant Warehouse Receipt.

**“House Account”**, means an account established under paragraph (c) of Rule 10.1.1 by the Participant for the purposes of registering Derivatives Market Contracts.

**“Immediate Family”** in relation to a person, means that person's spouse and any non-adult children.

**“Implementation Date”** in relation to these Rules means the date on which ASX Clear declares these Rules to come into effect.

**“Index Multiplier”**, in relation to an Options CCP Contract over an Underlying Index, means:

- (a) in relation to an Options CCP Contract resulting from the registration of an Options Market Transaction, the dollar amount specified by the Approved Listing Market Operator under its rules as the Index Multiplier for that Options CCP Contract; and
- (b) in relation to an Options CCP Contract resulting from the registration of an OTC Options Market Transaction, the dollar amount notified to ASX Clear as the Index Multiplier, for that Options CCP Contract, by the relevant Participant.

Amended 27/06/11, 28/05/12

**“Initial Margin”** means an amount of money determined by ASX Clear as the initial margin for a Derivatives CCP Contract.

Amended 06/07/20

**“Instruction”** means:

- (a) a CCP Net Batch Instruction;
- (b) a CCP Gross Batch Instruction; or
- (c) a CCP RTGS Instruction.

**“LEPO”** means an Options CCP Contract resulting from the registration of an:

- (a) Options Market Transaction for European style Call Options in a Contract Series for which the Approved Listing Market Operator specified an Exercise Price of 1 cent at the time that that Contract Series was opened for trading (irrespective of any subsequent adjustment to that Exercise Price in accordance with the rules of the Approved Listing Market Operator); or
- (b) OTC Options Market Transaction for European style Call Options for which the price notified to ASX Clear as the Exercise Price by the relevant Participant was 1 cent (irrespective of any subsequent adjustment to that Exercise Price).

Introduced 21/11/14

**“Local Participant”** means a participant of an Approved Listing Market Operator who is entitled to enter into Derivatives Market Transactions for the participant’s own account only.

Amended 27/06/11

**“Market Maker”** means a participant of an Approved Market Operator who is entitled to make markets in accordance with the operating rules of that Approved Market Operator.

**“Market Operator”** means a person licensed to operate a financial market under the Corporations Act.

**“Market Participant”** means a participant of an Approved Market Operator.

**“Market Transaction”** means a Cash Market Transaction or a Derivatives Market Transaction.

**“Matched Book”** means that if, following a determination that ASX Clear has an Unmatched Book in relation to an event of default, ASX Clear determines that such a risk has been appropriately managed by measures such as (but not limited to) ASX Clear:

- (a) entering into new Cash CCP Transactions and Derivatives CCP Contracts or terminating existing Cash CCP Transactions and Derivatives CCP Contracts;
- (b) transferring obligations; and

- (c) entering into other transactions.

Introduced 23/11/20

**“Misdirected Market Transaction”** means, in respect of a Market Participant which clears through more than one Participant, a Market Transaction of a kind which the Market Participant and a Participant have not agreed in their Clearing Agreement should be directed to the Participant but which is incorrectly directed by the Market Participant to that Participant.

**“Net Termination Value”** has the meaning given to that term under Schedule 7 of these Rules.

Introduced 23/11/20

**“NGF Amount”** means the sum of all amounts paid to ASX Clear out of the National Guarantee Fund under section 891A of the Corporations Act 2001 (Cwlth).

**“Non CS Approved Product”** means a Financial Product traded on market operated by ASX which is not settled through a CS Facility.

**“Non-Excludable Condition”** is defined in Rule 1.10.2.

**“Offsetting Transaction Arrangement”** means an arrangement entered into between ASX Clear and a Participant under these Rules in respect of a Failed CCP Batch Instruction notified to ASX Clear by the Approved Settlement Facility under the operating rules of the Approved Settlement Facility.

Introduced 28/04/14

**“OPIC”** (Opening Price Index Calculation) in relation to an Options CCP Contract over an Underlying Index:

- (a) will be determined by reference to the Opening Traded Price for each component Financial Product of the Underlying Index on the day on which the Exercise Notice is submitted by the Buyer;
- (b) where a component Financial Product of an Underlying Index does not have an Opening Traded Price on the Expiry Date, will be determined by reference to the last traded price;
- (c) in relation to an Options CCP Contract resulting from the registration of an Options Market Transaction, will be determined by the Approved Listing Market Operator, or reported to the Approved Listing Market Operator by the Reporting Authority and rounded to the nearest one decimal place; and
- (d) in relation to an Options CCP Contract resulting from the registration of an OTC Options Market Transaction, will be determined as specified in the Procedures.

Amended 27/06/11, 28/05/12

**“Opening Traded Price”** means the price of the first recorded trade on a given day for a component Financial Product in an Underlying Index that occurs on the Underlying Market.

**“Option Exercise Reference Price”** means in respect of an Options CCP Contract over an Underlying Financial Product, the reference price of the relevant Underlying Financial Product determined by ASX Clear having regard to the closing price of that Underlying Financial Product as notified by the Approved Listing Market Operator as at the Expiry Date or the day on which an Exercise Notice is submitted by the Buyer (as the case may be) and other factors ASX Clear considers relevant.

Introduced 02/02/15 Amended 30/11/15

**“Options CCP Contract”** means one of the two matching contracts between ASX Clear and a Participant which arise when an Options Market Contract is registered by and novated to ASX Clear under Section 12.

**“Options Market Contract”** means a derivatives contract the terms of which give one party to the contract a right, exercisable at or before a specified time, to:

- (a) acquire or dispose of a specified quantity of an Underlying Financial Product or an Underlying Derivative at a price to be determined in accordance with the terms of the contract;
- (b) be paid an amount of money to be determined by reference to the difference between a specified price of an Underlying Financial Product and the prevailing market price at the time the right is exercised;
- (c) be paid an amount of money to be determined by reference to the difference between a specified level of an Underlying Index and the level at the time the right is exercised; or
- (d) enter into an Underlying Derivative at a price to be determined in accordance with the terms of the contract.

Amended 30/11/15, 19/02/24

**“Options Market Transaction”** means a transaction on the market of an Approved Listing Market Operator under which the parties enter into a number of Options Market Contracts.

Amended 27/06/11

**“OTC Options Market Transaction”** means a transaction which occurs other than on a licensed market under which the parties enter into a number of Options Market Contracts and which meets any requirements specified in the Procedures.

Introduced 28/05/12

**“Other Capital Regime”** is defined in Rule 5.2.1.

**“Overseas Activity”** is defined in Rule 4.19.1.

**“Participant”** means a person admitted by ASX Clear as a Participant under Rule 3.1.

**“Participant Change Notice”** means the notice sent to a Client which complies with the requirements of Rule 7.1.5(a) and (b).

**“Payment Obligation”**, in relation to a Participant, means an obligation of the Participant under these Rules to pay an amount to ASX Clear, including without limitation:

- (a) an amount owed by the Buyer for the purchase of a Derivatives CCP Contract;
- (b) a fee charged by ASX Clear;
- (c) an amount of Initial Margin or other margin;
- (d) an amount arising from the daily settlement or mark to market of a Derivatives CCP Contract;
- (e) an amount which the Seller is required to pay under the terms of a Derivatives CCP Contract;
- (f) a Settlement Amount which the Participant is required to pay; and
- (g) a Termination Amount which the Participant is required to pay.

Amended 30/11/15

**“Payment Right”**, in relation to a Participant, means a right of the Participant under these Rules to receive payment of an amount from ASX Clear, including without limitation:

- (a) an amount due to the Seller for the sale of a Derivatives CCP Contract;
- (b) an amount arising from the daily settlement or mark to market of a Derivatives CCP Contract;
- (c) an amount of Cash Cover;
- (d) an amount due to the Buyer under the terms of a Derivatives CCP Contract;
- (e) a Settlement Amount due to the Participant; and
- (f) a Termination Amount due to the Participant.

Amended 30/11/15

**“Payment Shortfall”** has the meaning given to it under the operating rules of the Approved Settlement Facility.

Introduced 28/04/14

**“Payments Provider”** has the meaning given to it under the operating rules of the Approved Settlement Facility.

Introduced 28/04/14

“**PID**” stands for participant identifier and means a unique identification code allocated by ASX Clear to a Participant that is used as the identification code, or one of the identification codes, of the Participant for the purposes of instructions notified to the Approved Settlement Facility for settlement. ASX Clear may allocate up to a maximum number of PIDs per Participant as specified in the Procedures.

Amended 08/08/13

“**Position Limit**” means a limit on positions prescribed by ASX Clear under Rule 14.1.1 or by the Approved Listing Market Operator.

Amended 27/06/11

“**Premium**”, in relation to a Derivatives Market Contract, means the amount payable by the Buyer to the Seller as consideration for entering into the Derivatives Market Contract.

“**Procedures**” means any document, electronic file or other information (recorded by any mode of representing words or reproducing words) approved by ASX Clear and given where applicable to Regulated Persons and third party providers in accordance with Rule 1.3 and, without limitation, includes the ASX Clear Operating Rule Procedures and the ASX Recovery Handbook as amended from time to time.

Amended 18/12/06, 01/08/10, 01/10/15

“**Put Option**” means:

- (a) in relation to an Options Market Transaction, a Derivatives Market Contract which the Approved Listing Market Operator specifies as being a put option; and
- (b) in relation to an OTC Options Market Transaction, an Options Market Contract which is notified to ASX Clear by the relevant Participant as a put option.

Amended 27/06/11, 28/05/12

“**Real Time Gross Settlement**” means the processing and settling of payment and delivery obligations in real time and on a gross, not net, basis, the fundamental characteristic of which is that the payment and delivery components of a transaction become irrevocable at the time of settlement.

“**Reciprocal Arrangement**” means any agreement or arrangement between ASX Clear and any governmental agency or regulatory authority (including, without limitation, market, clearing house or clearing and settlement facility), in Australia or elsewhere, whose functions include the regulation of trading in, or clearing and settlement of, Financial Products (in Australia or elsewhere) which provides for the disclosure of information between ASX Clear and the other party in relation to dealings in, or clearing and settlement of, Financial Products (in Australia or elsewhere).

“**Recognised Overseas Stock Exchange**” has the meaning it has in the operating rules or procedures of ASX.

Amended 01/08/10

**“Recovery Rules”** means the Recovery Rules applicable to ASX Clear, as amended from time to time.

Introduced 01/10/15

**“Related Body Corporate”** has the same meaning set out in Section 50 of the Corporations Act.

**“Related Party”** means:

- (a) in relation to a body corporate:
  - (i) the meaning in section 228 of the Corporations Act; or
  - (ii) a Substantial Holder of the body corporate;
- (b) in relation to a trust, which is not a registered management investment scheme the management company, trustee and their related parties within the meaning of section 228 of the Corporations Act;
- (c) in relation to a trust which is a registered managed investment scheme, the responsible entity and a related party of the responsible entity under section 228 of the Corporations Act, as modified by section 601LA of the Corporations Act,
- (d) in relation to a person:
  - (i) his or her spouse, de facto spouse, parent, son, or daughter, or a spouse or de facto spouse of that person;
  - (ii) an entity over which one or more of the persons referred to in paragraph (i) has control;
  - (iii) an entity that he or she controls, or its holding company or which is controlled by the holding company;
  - (iv) a person who acts, or proposes to act, in concert with anyone referred to above;
  - (v) a person who was a related party in the previous 6 months, or who would be a related party in the future, under the tests in section 228 of the Corporations Act (applied with any necessary adaptation).

**“Related Entity”** has the same meaning set out in Section 9 of the Corporations Act.

**“Reporting Authority”**, in relation to an Underlying Index, means the person specified by the Approved Listing Market Operator as the official source for calculating and reporting the level of that Underlying Index.

Amended 27/06/11

**“Retail Client”** means a “retail client” as defined in the Corporations Act.

**“Revised Settlement Amount”** means the Settlement Amount revised in accordance with Rule 12.8.5.

**“Risk Based Capital Requirements”** means the requirements set out in Schedule 1.

**“RTGS”** means Real Time Gross Settlement.

**“Rules”** means the operating rules of ASX Clear in accordance with Rule 1.2 including the schedules, the Recovery Rules and any State of Emergency Rules.

Amended 01/10/15

**“Section”** means a section of these Rules.

**“Seller”** means:

- (a) in relation to a Cash Market Transaction, the party who has an obligation to deliver a particular number and class of transferable Financial Products under the terms of the transaction;
- (b) in relation to:
  - (i) a Cash CCP Transaction;
  - (ii) a CCP Net Batch Instruction;
  - (iii) a CCP Gross Batch Instruction; and
  - (iv) a CCP RTGS Instruction,the Participant responsible to ASX Clear for performing the obligations of the seller under the relevant Cash Market Transaction or Offsetting Transaction Arrangement;
- (c) in relation to a Direct Settlement Instruction, the Participant who has an obligation to deliver a particular number and class of transferable Financial Products under the terms of the relevant Cash Market Transaction;
- (d) in relation to a Derivatives Market Contract which is an Options Market Contract, the party with the obligation to acquire or dispose of a specified quantity of an Underlying Financial Product or an Underlying Derivative, to pay an amount of money, or to enter into an Underlying Derivative under the terms of the contract;
- (e) in relation to a Derivatives CCP Contract, being a Futures CCP Contract or an Options CCP Contract, the Participant responsible to ASX Clear for performance of the obligations of the seller under the terms of the relevant Derivatives Market Contract; and
- (f) ASX Clear where a specific Rule refers to ASX Clear as seller.

Amended 19/08/09, 28/04/14, 19/02/24

**“Series”** means:

- (a) in relation to a Derivatives Market Transaction or a Derivatives CCP Contract which is not covered by paragraph (b) below, all transactions in the same Class with the same terms (other than as to price) as set out in the rules of the Approved Listing Market Operator and these Rules;
- (b) in relation to an OTC Options Market Transaction, or a Derivatives CCP Contract resulting from the registration of an OTC Options Market Transaction, all transactions in the same Class with the same terms (other than as to price) as set out in the Procedures.

Amended 27/06/11, 28/05/12

**“Settlement Agreement”** means an agreement entered into between a Participant and a Settlement Participant which complies with Rule 9.2 and Schedule 4.

**“Settlement Amount”** means the amount of money to be paid by one party to a transaction to another party to that transaction on settlement of that transaction, as determined in accordance with these Rules and any applicable terms set out in the operating rules of the relevant Approved Market Operator.

Amended 27/06/11

**“Settlement Date”** means the Business Day on which a Cash CCP Transaction is scheduled to settle in the Approved Settlement Facility.

**“Settlement Participant”** means a participant of an Approved Settlement Facility who has approval to settle transactions in the facility.

**“Settlement Time”** means the time specified in the Procedures or, where settlement is deferred under the Rules, a later time determined by ASX Clear.

**“Standard Settlement Price”** means a price determined by reference to bids/offers and the last sale price of a class of Financial Products on one or more Approved Market Operators (as selected by ASX Clear in its absolute discretion) on the Business Day before the Settlement Date on which an Instruction Fails in accordance with the operating rules of the Approved Settlement Facility.

Amended 27/06/11

**“State of Emergency”** means any of the following:

- (a) fire, power failure or restriction, communication breakdown, accident, flood, embargo, boycott, labour dispute, unavailability of data processing or any other computer system or facility, act of God;
- (b) act of war (whether declared or undeclared) or an outbreak or escalation of hostilities in any region of the world which in the opinion of ASX Clear prevents or significantly hinders the operation of the Clearing Facility;
- (c) an act of terrorism; or

- (d) other events which, in the opinion of ASX Clear prevents or significantly hinders the operation of the Clearing Facility.

**“State of Emergency Rules”** means any Rules made by ASX Clear under Rule 16.1.

**“Substantial Holder”**:

- (a) for the purposes of Schedule 1, when used to refer to a Substantial Holder in a body corporate, means a person who has or would have a substantial holding if Part 6C of the Corporations Act applied to that body corporate; and
- (b) for the purposes of any other Rule also includes a reference to:
- (i) a person who has a relevant interest in not less than 5% of a class of non voting shares of the relevant body corporate or its holding company; and
  - (ii) each person who has a relevant interest in voting shares and non voting shares of the relevant body corporate or its holding company and whose aggregate holdings exceed 5% in number of the voting shares on issue of the relevant body corporate or its holding company.

**“Tender Documentation”** means the documentation in the form set out in the Procedures for the purposes of Rule 21.2.1 or 21.8.1.

**“Terms of Trade Acceptance Service”** means the contractual terms on which ASX Clear and an Approved Settlement Facility provide a Trade Acceptance Service to an Approved Market Operator. It includes any operational, technical or other standards promulgated under those contractual terms.

Introduced 27/06/11

**“Trade Acceptance Service”** means a service provided by ASX Clear and an Approved Settlement Facility to an Approved Market Operator under which certain categories of Market Transactions entered into on or reported to the market of the Approved Market Operator are accepted by ASX Clear and the Approved Settlement Facility, subject to and in accordance with the Terms of Trade Acceptance Service, for clearing and settlement in the CS Facilities operated by ASX Clear and the Approved Settlement Facility.

Introduced 27/06/11

**“Tribunal”** means the Appeal Tribunal.

Amended 01/08/10

**“Underlying Derivative”** means, in relation to a Derivatives Market Contract or a Derivatives CCP Contract, the Derivative which underlies that transaction, as determined by the Approved Listing Market Operator.

Amended 27/06/11

**“Underlying Financial Product”** means, in relation to a Derivatives Market Contract or a Derivatives CCP Contract, the financial product (other than a Derivative) underlying the contract.

**“Underlying Index”** means:

- (a) in relation to a Derivatives Market Contract or a Derivatives CCP Contract which is not covered by paragraph (b) below, the index which underlies that contract, as determined by the Approved Listing Market Operator; and
- (b) in relation to a Derivatives Market Contract in relation to an OTC Options Market Transaction or a Derivatives CCP Contract resulting from the registration of an OTC Options Market Transaction, the index which is notified to ASX Clear by the relevant Participant.

Amended 27/06/11, 28/05/12

**“Underlying Market”** means:

- (a) in relation to a Derivatives Market Contract or a Derivatives CCP Contract in respect of an Underlying Financial Product, a market in the Underlying Financial Product;
- (b) in relation to a Derivatives Market Contract or a Derivatives CCP Contract in respect of an Underlying Index, a market in the securities, commodities or other things which comprise that Underlying Index; and
- (c) in relation to a Derivatives Market Contract or a Derivatives CCP Contract in respect of an Underlying Derivative, a market in the Underlying Derivative or in the market in relation to that Derivatives Market Contract (as defined in paragraph (a) or paragraph (b)).

Amended 19/02/24

**“Unmatched Book”** means that a Participant has committed an event of default referred to in Rule 15.1 and ASX Clear has determined that it is exposed to the risk that its payment and delivery obligations to Participants under Cash CCP Transactions and Derivatives CCP Contracts will not be matched by the payments and deliveries made by Participants to it under Cash CCP Transactions and Derivatives CCP Contracts.

Introduced 23/11/20

**“Unprofessional Conduct”** includes:

- (a) conduct which amounts to impropriety affecting professional character and which is indicative of a failure either to understand or to practise the precepts of honesty or fair dealing in relation to other Participants, Clients or the public;
- (b) unsatisfactory professional conduct, where the conduct involves a substantial or consistent failure to reach reasonable standards of competence and diligence; and
- (c) conduct which is, or could reasonably be considered as likely to be, prejudicial to the interests of ASX Clear or its Participants,

by a Participant, or an Employee, whether in the conduct of the Participant's business as a Participant or in the conduct of any other business (and need not involve a contravention of these Rules, the Procedures or any law).

“**Wholesale Client**” has the meaning given to it in the Corporations Act.

“**Wholly-Owned Group Entity**” in relation to a Participant means:

- (a) an entity of which the Participant is a wholly-owned subsidiary; or
- (b) a wholly-owned subsidiary of an entity referred to in (a).

For these purposes, an entity (the *subsidiary entity*) is a *wholly-owned subsidiary* of another entity (the *holding entity*) if all the membership interests in the subsidiary entity are beneficially owned by:

- (c) the holding entity; or
- (d) one or more wholly-owned subsidiaries of the holding entity; or
- (e) the holding entity and one or more wholly-owned subsidiaries of the holding entity.

An entity (other than the subsidiary entity) is a *wholly-owned subsidiary* of the holding entity if, and only if:

- (f) it is a wholly-owned subsidiary of the holding entity; or
- (g) it is a wholly-owned subsidiary of a wholly-owned subsidiary of the holding entity;

including because of any other application or applications of this provision.

Introduced 02/08/13 Amended 15/06/15

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