

## APPENDICES TO ASX MARKET RULE PROCEDURES

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## ASX MARKET RULE PROCEDURES

### APPENDIX 4.1.3

#### RESPONSIBILITIES OF RESPONSIBLE EXECUTIVE

To [name of Market Participant]

I have examined, and am fully aware of, the Market Participant's obligations under the ASX Market Rules to have Responsible Executives with the seniority and authority within the organisation to exert control, leadership, influence and supervision over the operations and processes of the Market Participant's business related to the business that the Market Participant conducts in a market operated by ASX, wherever the business is located and regardless of the number of offices operated by the Market Participant. I have examined the relevant Market Rules, Guidance Notes and Procedures published by ASX in that regard.

I have examined, and am fully aware of, my obligations under the ASX Market Rules to exert control, leadership influence and supervision over the operations and processes of that part of the Market Participant's business which the management structure attached identifies as being under my supervision as a Responsible Executive (the "Relevant Activities"). I have examined the relevant Market Rules, Guidance Notes and Procedures published by ASX in that regard. I have performed a review of the supervision and control procedures involved in our business and other relevant documentation concerning our compliance with ASX Market Rules. My review included all matters considered by me to be necessary in the circumstances.

I have maintained the currency of my knowledge of the ASX Market Rules and the Corporations Act related to the business that the Market Participant conducts in a market operated by ASX.

**I confirm that, based on my enquiries,** the controls over the operations and processes of the Relevant Activities have been and continue to be reasonably designed, implemented and functioning to achieve compliance by the Participant with the Rules for the period .....to .....

I have retained copies of the relevant documentation concerning compliance with ASX Market Rules on which this representation is based and these are available for inspection by ASX.

\_\_\_\_\_  
Responsible Executive

\_\_\_\_\_  
Date

Introduced 01/11/04

**APPENDIX 4.8 - 1**

**CONTINUING EDUCATION OF RESPONSIBLE EXECUTIVES – [Deleted]**

Introduced 11/03/04 Deleted 01/11/04

## ASX MARKET RULE PROCEDURES

### APPENDIX 4.8 - 2

#### RESPONSIBLE EXECUTIVE (RE) CONTINUING EDUCATION SELF ASSESSMENTS

Representations of compliance by [MARKET PARTICIPANT TO INSERT NAME HERE] with ASX Limited ("ASX") Market Rules 3.6.5 and 4.8 for the year 1 July 20\_\_ to 30 June 20\_\_.

We have examined our obligations under ASX Market Rules 3.6.5 and 4.8 and the relevant Procedures to ensure all Responsible Executives and have completed qualifications or training of a type prescribed by ASX. We have performed a review of the training records of all Responsible Executives involved in our business and other relevant documentation concerning our compliance with Market Rules 3.6.5 and 4.8. Our review included all matters considered by us to be necessary in the circumstances.

We confirm that, based on our enquiries, the following Responsible Executives have satisfied the requirements of Market Rules 3.6.5 and 4.8:

| Name of Responsible Executive | Professional Body |
|-------------------------------|-------------------|
| _____                         | _____             |
| _____                         | _____             |
| _____                         | _____             |

We confirm that, based on our enquiries, the following Responsible Executives have not satisfied the requirements of Market Rules 3.6.5 and 4.8:

| Name of Responsible Executive | Professional Body | Reason |
|-------------------------------|-------------------|--------|
| _____                         | _____             | _____  |
| _____                         | _____             | _____  |
| _____                         | _____             | _____  |

We have retained copies of the training records of all Responsible Executives involved in our business and other relevant documentation concerning our compliance with Market Rules 3.6.5 and 4.8 and which substantiate these representations. Those records are available for inspection by ASX.

We have been provided with the annual attestation required from each Responsible Executive in accordance with ASX Market Rule 4.1.3.

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

Introduced 11/03/04 Amended 01/11/04, 20/07/07

## ASX MARKET RULE PROCEDURES

### APPENDIX 4.9.5 - 1

#### PRO FORMA AUDITORS REPORT ON FINANCIAL INFORMATION

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

### GENERAL INSTRUCTIONS

#### WHO SHOULD USE THIS REPORT?

This report may be used for 3 categories of participation:

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

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

#### FORMAT OF THE REPORT

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

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

#### PERMISSIBLE CHANGES TO THE REPORT

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

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

#### AUDIT QUALIFICATION

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

## WHAT IF THE PARTICIPANT IS “INACTIVE”?

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

## DUE DATE FOR LODGEMENT

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

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

## KEY

The following key applies throughout this document.

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

*Note:*

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

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

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

## ASX CONTACTS

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

Email: [asx.returns@asx.com.au](mailto:asx.returns@asx.com.au) or  
[ach.returns@asx.com.au](mailto:ach.returns@asx.com.au)



## INDEPENDENT AUDITORS REPORT

### Instruction:

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

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

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

Category



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

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

ACH Clearing Participant ONLY (ie the Participant only conducts clearing activities)

- *Instruction*
  - ONLY References to ACH and the ACH Clearing Rules apply.

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

- *Instruction*
  - ONLY references to the ACH and ACH Clearing Rules apply to a Participant that trades and clears.<sup>1</sup>

---

<sup>1</sup> Where an entity is a participant of both ASX and ACH then, pursuant to ASX Market Rule 6.1.1(c), it is only required to comply with the ACH capital requirements.

To: The Directors/Partners\*\*, [Participant\_name];

**Note:** As noted in the instructions, references to ONLY the ACH Clearing Rules apply to a Participant that both trades and clears.

## **AUDITORS REPORT ON THE RETURN**

We have audited the financial information set out in the attached

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

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

or

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

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

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

### *Auditor’s Responsibility*

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

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

The Return has been:

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

**prepared in accordance with ASX Market Rules 4.9 and S1A.3.1 as the Participant is complying with the Risk Based Capital Requirements, \*\***

or

**prepared in accordance with ASX Market Rules 4.9 and S1B.6.2 as the Participant is complying with the NTA Requirements, \*\***

or

**prepared in accordance with ACH Clearing Rules 4.4, 4.5 and S1.3.1 as the Participant is complying with the Risk Based Capital Requirements, \*\***

or

**prepared in accordance with ACH Clearing Rules 4.4, 4.5 and S2.6.2 as the Participant is complying with the NTA Requirements \*\*.**

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

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

## **INDEPENDENCE**

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

## **[QUALIFIED] AUDITOR'S OPINION**

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

## **QUALIFICATION (IF APPLICABLE)**

Dated this ..... day of .....

**Audit Firm “Signature”** .....

Name of Audit Firm.....

Address of Audit Firm.....

Partner’s Signature.....

Name of Partner.....

---

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

Introduced 30/06/05 Amended 30/06/06, 01/10/07, 08/02/08, 24/06/10

APPENDIX 4.9.5 – 2

**ATTESTATION BY DIRECTORS<sup>1</sup>/ RESPONSIBLE EXECUTIVES<sup>2</sup>/ PARTNERS<sup>3</sup>  
TO ASX and/or ACH  
KEY RISKS AND INTERNAL SYSTEMS**

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

Participant: .....  
Year Ended: .....

**PARTICIPANTS KEY RISKS AND INTERNAL SYSTEMS STATEMENT**

We hereby certify and represent that:

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

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

The systems, procedures and controls are operating effectively and are adequate having regard to the nature and extent of the Participant's **trading and/or clearing activities** to ensure compliance with **ASX Market Rules and/or ACH Clearing Rules**. We have retained copies of the relevant documentation on which this representation is based and this is available for inspection by **ASX and/or ACH**.

Name ..... Name .....  
Director<sup>1</sup> / Responsible Executive<sup>2</sup> / Partner<sup>3</sup> Director<sup>1</sup> / Responsible Executive<sup>2</sup> / Partner<sup>3</sup>  
Dated this ..... day of .....  
Date of Board Resolution (if applicable) .....

**KEY/INSTRUCTIONS**

<sup>1</sup> To be signed by one director in accordance with a resolution of the board of directors (the date of the resolution must be specified) or by two directors, except in the case of Participants complying with the Other Capital Regime or Participants that are partnerships.

<sup>2</sup> In the case of Participants complying with the Other Capital Regime, this should be signed by either two directors or two Responsible Executives.

<sup>3</sup> In the case of Participants that are partnerships, this should be signed by two partners.

If a Participant considers it necessary to qualify this standard statement, the reasons should be explained in full in an accompanying statement.

This statement is required to be completed and lodged annually by each Participant within two months of the Participant's financial year end if the Participant is a partnership. Otherwise, it is required within three months of the Participant's financial year end.

**PRIVACY COLLECTION STATEMENT**

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

Introduced 30/06/05 Amended 14/02/06, 30/06/06

# ASX MARKET RULE PROCEDURES

## APPENDIX 4.9.7

### **AUDITORS REPORT ON INTERNAL CONTROL PROCEDURES – [Deleted]**

Introduced 30/06/05 Amended 30/06/06, 20/07/07, 01/10/07 Deleted 26/04/10

# ASX MARKET RULE PROCEDURES

## APPENDIX 7.1.2 – 1

### FUTURES CLIENT AGREEMENT – MINIMUM TERMS

*Under Rule 7.1.2, Market Participants are required to have entered into a Client Agreement with certain of their Clients before entering into certain Market Transactions. Client Agreements to be entered into before the entry into Market Transactions in respect of Futures must contain terms to the effect of the provisions set out in this Appendix, unless indicated otherwise in this Appendix or in the Rules.*

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

#### 1 Application of Market Rules

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

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

#### 2 Client to Provide Information

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

#### 3 Risk and Financial Objectives

- 3.1 The Client acknowledges that they have read and understood details of the contract specifications of Futures Contracts and Option Contracts in which the Market Participant will deal on behalf of Clients.
- 3.2 The Client acknowledges that trading in Futures Contracts and Option Contracts incurs a risk of loss as well as a potential for profit.
- 3.3 The Client acknowledges that it has given consideration to its objectives, financial situation and needs and has formed the opinion that dealing in Futures Contracts and Option Contracts is suitable for its purposes.

#### 4 Nature of Market Participant's obligations and rights of Client

- 4.1 Notwithstanding that the Market Participant may act in accordance with the instructions of, or for the benefit of, the Client, the Client acknowledges that any Futures Contract or Option Contract arising from any order submitted by the Market Participant, is entered into by the Market Participant as principal.
- 4.2 Upon registration of a Futures Contract or Option Contract with an Approved Clearing Facility in the name of a Clearing Participant, the Client acknowledges that the Clearing Participant incurs obligations to the Approved Clearing Facility as principal, even though the Futures Contract or Option Contract may have been entered into on the Client's instructions.
- 4.3 The Client acknowledges that any benefit or right obtained by a Clearing Participant upon registration of a Futures Contract or Option Contract with the Approved Clearing Facility by novation of a contract under Rule 5 of the Clearing Rules or any other legal result of registration is personal to the Clearing Participant and the benefit of that benefit, right or legal result does not pass to the Client. The Client has no rights, whether by way of subrogation or otherwise, against ASX or the Approved Clearing Facility in relation to any dealings by the Market Participant (or any Clearing Participant) in Futures Contracts or Option Contracts.
- 4.4 The Market Participant is not required to act in accordance with the Client's instructions, where to do so would constitute a breach of the Rules, the Clearing Rules or the Corporations Act.

#### 5 Market Participant taking opposite position

The Client acknowledges that the Market Participant may, in certain circumstances permitted under the Corporations Act and the Rules, take the opposite position in a Market Transaction, either acting for another client or on its own account.

#### 6 Market Participant may call for funds or security

The Market Participant may call for payment of money or the provision of other security which the Market Participant considers, in its absolute discretion, appropriate in connection with the obligations incurred by the Market Participant in respect of Futures Contracts and Option Contracts entered into for the account of the Client. The time by which the Client must pay any amount called or provide security is of the essence and, if no other time is stipulated in the Client Agreement, the Client must pay the amounts, or provide the relevant security, within 24 hours of the call for payment.<sup>2</sup>

*Note 2: Under Rule 7.12, the Market Participant must call certain amounts from the Client. The Market Participant is also entitled to call additional amounts from the Client. The Market Participant and the Client must set out in the Client Agreement the arrangements for payment or the provision of security. The maximum time which can be agreed is 48 hours following the request for payment by the Participant Rule 7.12.7 and, if no time is agreed, the time is 24 hours following the request (Rule 7.12.6).*



## 7 Default

If:

- (a) the Client fails to pay, or provide security for, amounts payable to the Market Participant or fails to perform any obligation arising pursuant to the settlement of a Futures Contract or an Option Contract;
- (b) a guarantee or other security provided by the Client to the Market Participant is withdrawn or becomes ineffective; or
- (c) any other event occurs which the Market Participant and the Client have agreed in their Client Agreement entitles the Market Participant to take action under this clause 7,<sup>3</sup>

the Market Participant may, in addition to any other rights which they may have against the Client, without giving prior notice to the Client, take any action, or refrain from taking action, which it considers reasonable in the circumstances in connection with Futures Contracts and Option Contracts entered into for the account of the Client (including, without limitation, Open Contracts arising from those contracts) and, without limitation, the Market Participant may:

- (a) enter into one or more transactions to effect the close out of one or more Open Contracts in accordance with the Clearing Rules;
- (b) exercise one or more Option Contracts in accordance with the Rules and the Clearing Rules; or
- (c) exercise any other rights conferred by the Rules, the Clearing Rules or the Client Agreement or perform any other obligations arising under the Rules, the Clearing Rules or the Client Agreement in respect of those Futures Contracts and Option Contracts.<sup>4</sup>

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

*Note 3: Under Rule 7.14.2, the Market Participant and the Client may agree other events of default which entitles the Market Participant to take action if the Client defaults.*

*Note 4: Under Rule 7.14.2, the Market Participant and the Client may agree other powers which the Market Participant is entitled to exercise if the Client defaults.*

*Note 5: Clause 7 does not give the Market Participant power to deal with any of the Client's securities or other property held by the Market Participant if the Client defaults to the Market Participant and apply the proceeds against the default. If this power is required, an appropriate provision must be included in the Client Agreement.*

## 8. Commissions and fees

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

## 9. Tape recording of conversations

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

## 10. Appointment of ASX, Clearing House and others as agent

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

*Note 6: The ASX and ACH have broad powers to deal with positions held by the Market Participant if the Market Participant commits an event of default under Rule 28.4 and Clearing Rule 12.1. The powers of ASX and ACH are set out in Rule 28.4 and Clearing Rule 12.2 respectively.*

## 11. Right to refuse to deal

The Client acknowledges that the Market Participant may at any time refuse to enter into Market Transactions for the Client, or may limit the Market Transactions it enters into for the Client. The Market Participant will notify the Client of any refusal or limitation as soon as practicable.

## 12. Termination of Client Agreement

Either the Client or the Market Participant may terminate this Client Agreement by giving notice in writing to the other. Termination will be effective upon receipt of the notice by the other party.<sup>7</sup>

*Note 7: If the Market Participant and the Client wish to provide for a minimum period of notice to terminate or limit their rights to terminate in some way, they should expressly document this in their Client Agreement. The Market Participant and the Client might also consider documenting the terms by which notice may be given and received.*

### 13. Effect of termination

Termination does not affect the existing rights and obligations of the Client or the Market Participant at termination. Upon termination of this Client Agreement, the Market Participant will close out all Open Contracts entered into by the Market Participant for the account of the Client, unless, in accordance with a direction from the Client, those contracts are transferred to another Market Participant in accordance with the Rules and the Clearing Rules.

### 14. Revised terms prescribed by ASX

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

### 15. Market Participant to provide Client with copy of changes

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

### 16. Segregation of client funds and property

16.1 The Market Participant and the Client agree that all money and property (other than property to which section 1214 of the Corporations Act applies) deposited with the Market Participant or received by the Market Participant on behalf of the Client will be segregated by the Market Participant in accordance with the Corporations Act and the Market Rules.

16.2 The Client acknowledges that its monies and the monies of other clients of the Market Participant will be combined and deposited by the Market Participant in a clients' segregated account. The Client acknowledges that all moneys credited to the clients' segregated account maintained by the Market Participant may be used by the Market Participant to meet the default of any client of the Market Participant.

#### ***Other notes:***

*Note 8: Where the Market Participant is a Clearing Participant and is not involved in the execution of Market Transactions for the Client, clauses 4.1 and 11 need not be included in the Client Agreement between the Clearing Participant and the Client.*

*Note 9: Where the Market Participant is a Trading Participant and the Client becomes a client of the Trading Participant's Clearing Participant or another Clearing Participant, clauses 6 and 7 need not be included in the Client Agreement between the Clearing Participant and the Client.*

## ASX MARKET RULE PROCEDURES

### APPENDIX 7.1.2 – 1

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

*This is an addendum to Appendix 7.1.2-1 which sets out the minimum terms of the Futures Contract Client Agreement. The following additional minimum terms must also be included in the Client Agreement if the Market Participant proposes to trade on behalf of Clients in Futures Contracts over an Underlying Commodity which is grain.*

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

Terms defined in Section 2 (Definitions and Interpretation) of the market Rules have the same meaning in this addendum. In this addendum a reference to:

“ACH” is Australian Clearing House Pty Limited;

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

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

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

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

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

The Client acknowledges that:

- (a) ACH operates a clearing and settlement facility for deliverable Futures Contracts over an Underlying Commodity which is grain;
- (b) Under the ACH Clearing Rules, a Clearing Participant which is a Seller under a Futures Contract must ensure that ACH holds, prior to the settlement of the contract by effecting delivery of the Underlying Commodity, an Interest in the Underlying Commodity and that Interest will be held by ACH for the benefit of that Clearing Participant;
- (c) ACH will hold the Interest in the Underlying Commodity for the benefit of a Clearing Participant which is a Buyer where the Buyer has taken delivery in accordance with the Clearing Rules;
- (d) ACH will not generally take or make actual physical delivery of the Underlying Commodity from or to a Clearing Participant;

- (e) the Underlying Commodity in which ACH holds the Interest is held by a Bulk Handler in a Delivery Depot and the physical storage, transfer and physical delivery of the Underlying Commodity is governed by the terms of the relevant Bulk Handler Agreements;
- (f) the Bulk Handler will hold the Underlying Commodity for a number of Clients of the Bulk Handler (one of which is ACH) and will recognise the interest of ACH in the stored Underlying Commodity with the other Clients of the Bulk Handler (as owners in common);
- (g) the Bulk Handler will only recognise ACH's Interest and is not bound to recognise that ACH may hold the Interest, or any part of the Interest, for the benefit of a Clearing Participant or the Client;
- (h) ACH may deal with, and exercise all rights attached to, its Interest in accordance with the Clearing Rules and any Bulk Handler Agreement and need not, subject to the Clearing Rules, have regard to any interest the Client or Clearing Participant might have in the Underlying Commodity; and
- (i) ACH has no obligation to insure any Interest or any Underlying Commodity represented by that Interest.

## 2 No representations and warranties ASX or Clearing House

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

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

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

## 3 Instructions

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

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

#### **4 Pre-settlement arrangements for Sellers**

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

#### **5 Authority**

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

- (a) it has capacity and authority to transfer or deliver (as applicable) the Underlying Commodity to the Clearing Participant;
- (b) that the Clearing Participant is authorised to transfer or deliver (as applicable) the Underlying Commodity (or an interest in the Underlying Commodity) to ACH; and
- (c) that the Underlying Commodity (or an interest in the Underlying Commodity) is free from any encumbrance or lien.

#### **6 Conversion of "old season grain" to "new season grain"**

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

#### **7 ACH directions**

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

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

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

#### **8 Clearing Participant directions**

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

# ASX MARKET RULE PROCEDURES

## APPENDIX 7.1.2 – 2

### OPTIONS CLIENT AGREEMENT - MINIMUM TERMS

**Note:** *Under Rules 7.1.2, Market Participants are required to enter into a Client Agreement with certain of their Clients before entering into Market Transactions in respect of certain products. All Client Agreements with retail clients entered into prior to entering into Market Transactions in Options must contain terms to the effect of the provisions set out in this Appendix, unless indicated otherwise in a note to a provision.*

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

#### 1 Application of Market Rules

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

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

#### 2 Explanatory Booklet (retail investors only)

The Client has received and read a copy of the current explanatory booklet published by ASX in respect of each ASX Derivative Market Contract.<sup>2</sup>

*Note 2: An explanatory booklet does not need to be given to a Wholesale Client (as that term is defined in the Rules). This provision does not need to be included in the Client Agreement with a Wholesale Client.*

#### 3 Authority

The Client acknowledges that they are either:

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

#### **4 Nature of Market Participant's obligations**

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

#### **5 Dealing as principal**

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

#### **6 Commissions and fees**

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

#### **7 Tape recording of conversations**

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

#### **8 Client to provide information**

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

#### **9 Right to refuse to deal**

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

#### **10 Termination of Agreement**

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

*Note 9: If the Market Participant and the Client wish to provide for a minimum period of notice to terminate or limit their rights to terminate in some way, they should expressly document this in their Client Agreement. The Market Participant and the Client might also consider documenting the terms by which notice may be given and received.*



## **11 Effect of termination**

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

## **12 Revised terms prescribed by ASX**

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

## **13 Market Participant to provide Client with copy of changes**

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

## **14 Application of Clearing Rules**

The Client acknowledges that each Option registered with an Approved Clearing Facility is subject to operating rules and the practices, directions, decisions and requirements of that Approved Clearing Facility.

Amended 20/07/07

**ASX MARKET RULE PROCEDURES**

**APPENDIX 7.1.2 – 3**

**ASX WARRANT CLIENT AGREEMENT FORM**

I/We .....  
of .....  
(full names)  
(address)

Account No .....

hereby declare that:

1. I/We have received and read a copy of the Explanatory Booklet issued by the ASX Limited (ASX) in respect of Warrants.
2. I/We am/are aware that a Warrant has a limited life and cannot be traded after its expiry date.
3. I/We am/are aware that Warrants do not have standardised Terms of Issue and acknowledge that it is my responsibility to become aware of the Terms of Issue of any Warrant in which I choose to invest.
4. I/we am/are aware that Warrants may be subject to adjustments after their initial issue. I acknowledge that it is my responsibility to become aware of any adjustments which may have been made to any Warrant in which I choose to invest.
5. I/We am/are aware that admission to Trading Status of a Warrant does not imply that ASX or the Securities Exchanges Guarantee Corporation Limited gives any guarantee or warranty as to the viability of the Warrant-Issuer or Guarantor.
6. I/We acknowledge that failure of the Warrant-Issuer or the Guarantor (if applicable) to fulfil their obligations does not give rise to a claim against ASX, handling Market Participants or the Securities Exchanges Guarantee Corporation Limited.

Signed this                      day of                      20

.....  
(Client's signature)

.....  
(Client's signature)

Amended 20/07/07

**ASX MARKET RULE PROCEDURES**

**APPENDIX 7.1.2 - 4**

**PARTLY PAID SECURITY CLIENT AGREEMENT FORM**

I/We .....  
of .....  
(full names)  
(address)

Account No .....

hereby declare that:

1. I/We am/are aware that a Partly Paid Security is a security which may require me/us to make a further payment or payments at some time in the future.
2. I/We am/are aware that it is my/our responsibility to obtain and read a copy of the prospectus, product disclosure statement or information memorandum issued by an Issuer which sets out the particular features of, and rights and obligations attaching to, a Partly Paid Security before I/we place an order to buy a Partly Paid Security.
3. I/we am/are aware that I/we may be liable for further payments on a Partly Paid Security and that a failure to make a further payment by the specified date(s) may result in an Issuer of a Partly Paid Security or their associates or agents taking action, including legal action, against me/us to recover the outstanding payments and/or may result in the forfeiture of my entitlement to the Partly Paid Security.
4. I/We am/are aware that in certain circumstances I/we may be liable to make a further payment on a Partly Paid Security despite the fact that I/we may have disposed of a Partly Paid Security prior to the date that a further payment falls due.
5. I/We am/are aware that I/we should monitor announcements made by the Issuer of a Partly Paid Security and that it is my/our responsibility to inform myself/ourselves of the date/s or circumstances that a further payment falls due and the last day that I/we can dispose of the Partly Paid Security before I/we am/are liable for a further payment.
6. I/We am/are aware that the amount of a further payment may be unrelated to the financial performance of a Partly Paid Security and that the amount of the further payment may exceed the intrinsic value of a Partly Paid Security at the time a further payment falls due.
7. I/We acknowledge that an obligation on me/us in relation to a Partly Paid Security, including an obligation to make a further payment, does not give rise to a claim against ASX or the Securities Exchanges Guarantee Corporation Limited.

Signed this                      day of                      20

.....  
(Client's signature)

.....  
(Client's signature)

# ASX MARKET RULE PROCEDURES

## APPENDIX 7.1.4

### WHOLESALE CLIENT AGREEMENT – OPTIONS MARKET CONTRACT ONLY

*Under Rule 7.1 a Wholesale Client may sign and lodge this form with ACH. This document is also recognised under ACH Clearing Rule 7.1.3 of the operating rule of ACH (the “ACH Clearing Rules”).*

AGREEMENT between .....(ABN .....) (the “Client”), a Market Participant (which accepts an order from the Client), that Market Participant’s Clearing Participant (if applicable), or a Clearing Participant (which, under the ACH Clearing Rules, accepts an allocation or receives a transfer of Open Contracts for the relevant Client Account).

By virtue of ASX Market Rules 7.1.4 and 7.1.5 and ACH Clearing Rule 7.1.3 the Client, a Market Participant (which accepts an order from the Client), that Market Participant’s Clearing Participant (if applicable), a Clearing Participant (which accepts an allocation or receives a transfer of Open Contracts) are each taken to have entered into an agreement with the Client in accordance with the terms of this Agreement.

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

#### 1 Application of Rules

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

The Clearing Participant and the Client are also bound by the ACH Clearing Rules. All parties acknowledge that each Option registered with Australian Clearing House (“ACH”) is subject to the ACH Clearing Rules and the practices, directions, decisions and requirements of ACH. Similarly, the Client acknowledges that each Option registered with an Alternative Clearing Facility under Market Rule 5.8.1 is subject to the operating rules and the practices, directions, decisions and requirements of that facility.

#### 2. Authority

The Client acknowledges that they are either:

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

### **3. Nature of Market Participant's obligations**

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

### **4. Nature of Clearing Participant's obligations**

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

### **5. Rights of Client**

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

### **6. Dealing as principal**

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

### **7. Client funds property**

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

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

### **8. Clearing Participants may call for funds or security**

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

## 9. Default

If:

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

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

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

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

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

## 10. Commissions and fees

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

## 11. Tape recording of conversations

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

## 12. Client to provide information

The Client will take all reasonable steps to deliver information or documentation to the Market Participant and/or the Clearing Participant, or cause information or documentation to be delivered to the Market Participant and/or the Clearing Participant concerning Options

which are requested by a person having a right to request such information or documentation. The Market Participant and/or the Clearing Participant is authorised to produce the information or documentation to the person making the request.

### 13. Appointment as agent

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

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

### 14. Right to refuse deal

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

### 15. Termination of agreement

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

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

### 16. Effect of termination

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

### 17. Withdrawal of Agreement lodged with ACH

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

**18. Revised terms prescribed by ASX**

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

**19. Participant to provide Client with copy of changes**

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

**20. Interpretation**

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

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

**Individual**

.....

Signature

.....

Name (Printed)

**OR**

**Corporation**

The Common Seal of

..... was

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

.....  
Signature of Director

.....  
Signature of Secretary / Director

.....

Name (Printed)

.....  
Name (Printed)



OR

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

Executed by .....

in accordance with section 127(1) of the

Corporations Act by authority of its

directors in the presence of:

.....  
Signature of Authorised Person

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

.....  
Signature of Witness

.....  
Signature of authorised person

.....  
Name of Witness (Printed)

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

Amended 20/07/07

**ASX MARKET RULE PROCEDURES**

**APPENDIX 7.11.9**

**RECONCILIATION OF CLIENT FUNDS**

**AS AT** \_\_\_\_\_

**PARTICIPANT NAME** \_\_\_\_\_

|   | <u>Date</u><br>\$    | <u>Prior Day</u><br>\$ |
|---|----------------------|------------------------|
| <b>CLIENT MONIES (Liabilities)</b>  |                      |                        |
| Total Futures Client Monies   | <input type="text"/> | <input type="text"/>   |
| Less: Associated/Related Company Monies                                   | <input type="text"/> | <input type="text"/>   |
| Director/Employee Monies  | <input type="text"/> | <input type="text"/>   |
| Total Third Party Client Monies (1)                                       | <input type="text"/> | <input type="text"/>   |
| <b>DEPOSITS (Assets)</b>  |                      |                        |
| Clients' Segregated Account at Bank                                       | <input type="text"/> | <input type="text"/>   |
| Deposits with ACH Client Account  | <input type="text"/> | <input type="text"/>   |
| Deposits with SFECC Client Account  | <input type="text"/> | <input type="text"/>   |
| Deposits with ACH Futures Clearing Participant                            | <input type="text"/> | <input type="text"/>   |
| Deposits with SFECC Participant   | <input type="text"/> | <input type="text"/>   |
| Deposits with a ASX Market Participant                                    | <input type="text"/> | <input type="text"/>   |
| Deposits with a SFE Participant   | <input type="text"/> | <input type="text"/>   |
| Deposits with an Overseas Broker  | <input type="text"/> | <input type="text"/>   |
| Funds invested in accordance with Section 1209(5) of the Corporations Act | <input type="text"/> | <input type="text"/>   |
| Total Deposits (2)  | <input type="text"/> | <input type="text"/>   |
| <b>Difference [(1) less (2)]</b>  | <input type="text"/> | <input type="text"/>   |

**Explanation of difference:**

**Explanation of material movement:**

*(where movement in Total Futures Client Monies is greater than 20% from prior day an explanation must be provided)*

The signature below evidences that the Responsible Executive believes, and has no reason not to believe, that the reconciliation is accurate in all respects.

**Responsible Executive** .....

**Signature** .....

**Date:** .....

Introduced 06/10/09

# ASX MARKET RULE PROCEDURES

## APPENDIX 8.2.1 - 1

### APPLICATION TO BE A DTR UNDER MARKET RULE 8.2.1

TO: ASX LIMITED (ABN 98 008 624 691)  
("ASX")

FROM: \_\_\_\_\_ (ABN \_\_\_\_\_)  
*(the "Trading Participant" – insert full name of Trading Participant)* *(insert ABN)*

The Trading Participant applies to ASX that the person nominated below be registered as its DTR under ASX Market Rule 8.2.1 to enter orders into the Trading Platform in respect of (please tick the appropriate option(s) noting that more than one option may be selected):

- Cash Market Products<sup>1</sup>.
- Options Market Contracts.
- Futures Market Contracts.

Registration details for nominated person:

Nominated person: \_\_\_\_\_

Participant id (eg broker no.): \_\_\_\_\_ Clearing id (fourth digit of broker no.): \_\_\_\_\_

Office address (including level): \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

- The Trading Participant requests that trader authorisation privileges<sup>2</sup> be assigned to the nominated person (please tick if required).
- The Trading Participant requests that the nominated person be granted access to the AQUA Quote Display Board for the purpose of quoting indicative prices and reporting trades on behalf of an AQUA Product Issuer.

#### STATEMENT OF TRAINEE READINESS (to be completed by the senior DTR)

*(This section is only to be completed where the nominated person is currently a trainee DTR).*

I, \_\_\_\_\_, have provided \_\_\_\_\_  
*(insert name of senior DTR)* *(insert full name of nominated person)*

with a minimum of three days experience in an operating environment and I am confident that he/she is fully prepared to attempt the practical exam for Cash Market Products/Derivatives Market Contracts (strike out where not applicable).

\_\_\_\_\_  
*(signature of nominated person)*

\_\_\_\_\_  
*(signature of senior DTR)*

\_\_\_\_\_  
*(print full name)*

\_\_\_\_\_  
*(print full name)*

<sup>1</sup> Includes Equity Securities, Loan Securities (interest rate market products) and Warrants.

<sup>2</sup> Trader authorisation privileges allow a user to amend and cancel another user's orders.

**STATEMENT BY NOMINATED PERSON** (to be completed by the nominated person for all submissions)

I, \_\_\_\_\_, state that:  
*(insert full name of nominated person)*

1. to the best of my knowledge and belief, the information contained in this application form is true and correct; and
2. if registered as a DTR, I will properly perform the responsibilities of a DTR and, in respect of dealings in Products for my Trading Participant, will ensure my Trading Participant complies with the Rules, Procedures and practices of, and conditions imposed by, ASX and the Australian Clearing House Pty Limited (ACH) (all as amended from time to time).

Signed by the nominated person:

.....  
*(signature of nominated person)*

.....  
*(print full name)*

.....  
*(insert date)*

**STATEMENT BY TRADING PARTICIPANT** (to be completed by a director or Responsible Executive on behalf of the Trading Participant)

I, \_\_\_\_\_, am a director / Responsible Executive of  
*(print full name of director/Responsible Executive)*  
the Trading Participant and have authority to sign this application on behalf of the Trading Participant and have authority to represent and acknowledge to ASX that:

1. The Trading Participant considers that the nominated person is suitably qualified and experienced to be registered as its DTR in respect of the products indicated in the first section of this form.

2. The nominated person is entitled to deal in **Cash Market Products** under (if applicable, please tick one of the options below and include AFSL number):

the Trading Participant's Australian Financial Services Licence number: \_\_\_\_\_

their own Australian Financial Services Licence number: \_\_\_\_\_

3. The nominated person is entitled to deal in **Options Market Contracts** under (if applicable, please tick one of the options below and include AFSL number):

the Trading Participant's Australian Financial Services Licence number: \_\_\_\_\_

their own Australian Financial Services Licence number: \_\_\_\_\_

4. The nominated person is entitled to deal in **Futures Market Contracts** under (if applicable, please tick one of the options below and include AFSL number):

the Trading Participant's Australian Financial Services Licence number: \_\_\_\_\_

their own Australian Financial Services Licence number: \_\_\_\_\_

5. The nominated person has demonstrated knowledge of the ASX Market Rules governing the processes of dealing and reporting Market Transactions on the Trading Platform, relevant Procedures and practices of ASX.
6. To the best of the Trading Participant's knowledge and belief, the information contained in this application form in relation to the nominated person is true and correct.
7. The Trading Participant has no reason to believe that the nominated person will not properly perform the responsibilities of a DTR and comply with the Rules, Procedures and practices of, and conditions imposed by, ASX and the ACH (all as amended from time to time).

Signed for and on behalf of the Trading Participant by a director or Responsible Executive<sup>3</sup>:

.....  
*(signature of director/Responsible Executive)*

.....  
*(print full name)*

.....  
*(insert date)*

**Please FAX completed form to Market Control on (02) 9235 1857.**

**If you have a query with this form please contact Market Control on 1300 655 560 for assistance.**

<sup>3</sup> Please note that the director or Responsible Executive signing on behalf of the Trading Participant must not be the nominated person.

#### PRIVACY COLLECTION STATEMENT

As part of this application, ASX is collecting personal information about employees or contractors of the Market Participant. This information is required to be collected under ASX Market Rule 8.5 to enable ASX to assess the Application for Accreditation as a Futures Adviser and to ensure that the Market Participant is satisfying its obligations pursuant to the ASX Market Rules. Failure to provide personal information in whole or in part may mean that ASX is unable to process the application and may amount to a breach of the ASX Futures Business Rules by the Trading Participant. This information may be disclosed to the Disciplinary Tribunal, ASX Board members, the ASX Group of companies and the Australian Securities and Investments Commission in the event that any action is taken against the Market Participant or the applicant, pursuant to the Corporations Act 2001 and/or the ASX Market Rules. ASX will not otherwise disclose the information that is collected to any other organisations or individuals, unless the relevant individual consents or ASX is otherwise permitted to do so under the Privacy Act 1988 (Cth). Enquiries concerning access to personal information provided via this application, can be directed to the ASX Chief Privacy Officer at PO Box H224, Australia Square, NSW 1215.

Amended 20/07/07, 08/08/07, 14/10/08

# ASX MARKET RULE PROCEDURES

## APPENDIX 8.2.1 – 2

### APPLICATION TO BE A TRAINEE DTR

TO: ASX LIMITED (ABN 98 008 624 691)  
("ASX")

FROM: \_\_\_\_\_ (ABN \_\_\_\_\_ )  
(the "Trading Participant" – insert full name of Trading Participant) (insert ABN)

The Trading Participant applies to ASX that the person nominated below be registered as a trainee DTR in respect of (please tick the appropriate option(s) noting that more than one option may be selected):

- Cash Market Products<sup>1</sup>.
- Options Market Contracts.
- Futures Market Contracts.

Registration details for nominated person:

Nominated person: \_\_\_\_\_

Participant id (eg broker no.): \_\_\_\_\_ Clearing id (fourth digit of broker no.): \_\_\_\_\_

Office address (including level): \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

While under training, close supervision will be maintained by more senior DTRs, directors and Responsible Executives.

Signed for and on behalf of the Trading Participant by a director or Responsible Executive<sup>2</sup>:

\_\_\_\_\_  
(signature of director/Responsible Executive)

\_\_\_\_\_  
(print full name)

\_\_\_\_\_  
(insert date)

**Please FAX completed form to Market Control on (02) 9235 1857.**

**If you have a query with this form please contact Market Control on 1300 655 560 for assistance.**

#### PRIVACY COLLECTION STATEMENT

As part of this application, ASX is collecting personal information about employees or contractors of the Market Participant. This information is required to be collected under ASX Market Rule 8.5 to enable ASX to assess the Application for Accreditation as a Futures Adviser and to ensure that the Market Participant is satisfying its obligations pursuant to the ASX Market Rules. Failure to provide personal information in whole or in part may mean that ASX is unable to process the application and may amount to a breach of the ASX Futures Business Rules by the Trading Participant. This information may be disclosed to the Disciplinary Tribunal, ASX Board members, the ASX Group of companies and the Australian Securities and Investments Commission in the event that any action is taken against the Market Participant or the applicant, pursuant to the Corporations Act 2001 and/or the ASX Market Rules. ASX will not otherwise disclose the information that is collected to any other organisations or individuals, unless the relevant individual consents or ASX is otherwise permitted to do so under the Privacy Act 1988 (Cth). Enquiries concerning access to personal information provided via this application, can be directed to the ASX Chief Privacy Officer at PO Box H224, Australia Square, NSW 1215.

<sup>1</sup> Includes Equity Securities, Loan Securities (interest rate market products) and Warrants.

<sup>2</sup> Please note that the director or Responsible Executive signing on behalf of the Trading Participant must not be the nominated person.

# **ASX MARKET RULE PROCEDURES**

## **APPENDIX 8.2.1 – 3**

**(DELETED)**

Amended 20/07/07 Deleted 08/08/07

# ASX MARKET RULE PROCEDURES

## APPENDIX 8.2.1 – 4

### APPLICATION TO ESTABLISH A SPECIAL LIABILITY LIMIT FOR A DTR OR TRAINEE DTR

TO: ASX LIMITED (ABN 98 008 624 691)  
 (“ASX”)

FROM: \_\_\_\_\_ (ABN \_\_\_\_\_)  
*(the “Trading Participant” – insert full name of Trading Participant) (insert ABN)*

The Trading Participant applies to ASX that the following Special Liability limits be established:

| Add / Amend / Remove special liability limit (please enter appropriate action) | Name of DTR or trainee DTR | ITS User Name | Market(s) <sup>1</sup> | Special liability limit (may be between \$1 - \$99,999,999 – n/a if removing a limit) |
|--|----------------------------|---------------|------------------------|---|
|  |                            |               |                        |   |
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|  |                            |               |                        |   |
|  |                            |               |                        |   |

Signed for and on behalf of the Trading Participant by a compliance officer or Responsible Executive<sup>2</sup>:

\_\_\_\_\_ (signature of compliance officer /Responsible Executive) \_\_\_\_\_ (print full name)

\_\_\_\_\_ (insert email address) \_\_\_\_\_ (insert date)

<sup>1</sup>Specify individual markets (eg equity market group 1, stock derivatives market, etc) or enter ALL to apply the special liability limit to all markets available for that DTR/trainee DTR.  
<sup>2</sup> Please note that the compliance officer or Responsible Executive signing on behalf of the Trading Participant must not be the nominated person.



This form, and the associated procedures below, should be used when establishing special liability limits for DTRs and trainee DTRs.

Setting special liability limits is optional and may be requested by completing and returning the attached form to Market Control via facsimile on 02 9235 1857. Requests to establish or amend special liability limits will only be accepted if authorised by a compliance officer or Responsible Executive. Once the request has been actioned by Market Control, any changes to the special liability limit will take effect immediately. Market Control will email the authorising officer to confirm the request has been actioned.

DTRs may be able to view but not amend their special liability limits via the Trader Workstation. DTRs will need to contact their compliance officer/Responsible Executive for information relating to their individual special liability limits. Market Control will only disclose this information to compliance officers/Responsible Executives.

A special liability limit may be established at any value between \$1.00 and \$99,999,999.00. If a special liability limit is set for a DTR/trainee DTR, the Trading Platform will reject orders entered with a value greater than the established limit. Orders entered with a value less than or equal to a DTR's special liability limit will be accepted for further processing. A special liability may be amended or removed by using this form.

The process:

1. Complete page 1 of this form.
2. Ensure it is signed by a Compliance Officer or Responsible Executive.
3. Fax to Market Control on 02 9235 1857.
4. Market Control will action the request immediately and email the authorising officer to confirm the request has been actioned.

**Please FAX completed form to Market Control on (02) 9235 1857.**

**If you have a query with this form please contact Market Control on 1300 655 560 for assistance.**

**PRIVACY COLLECTION STATEMENT**

As part of this application, ASX is collecting personal information about employees or contractors of the Market Participant. This information is required to be collected under ASX Market Rule 8.5 to enable ASX to assess the Application for Accreditation as a Futures Adviser and to ensure that the Market Participant is satisfying its obligations pursuant to the ASX Market Rules. Failure to provide personal information in whole or in part may mean that ASX is unable to process the application and may amount to a breach of the ASX Futures Business Rules by the Trading Participant. This information may be disclosed to the Disciplinary Tribunal, ASX Board members, the ASX Group of companies and the Australian Securities and Investments Commission in the event that any action is taken against the Market Participant or the applicant, pursuant to the Corporations Act 2001 and/or the ASX Market Rules. ASX will not otherwise disclose the information that is collected to any other organisations or individuals, unless the relevant individual consents or ASX is otherwise permitted to do so under the Privacy Act 1988 (Cth). Enquiries concerning access to personal information provided via this application, can be directed to the ASX Chief Privacy Officer at PO Box H224, Australia Square, NSW 1215.

Amended 20/07/07, 08/08/07



**ASX**

AUSTRALIAN STOCK EXCHANGE

**ASX MARKET RULE PROCEDURES**

**APPENDIX 8.5.1(A) - 1**

**APPLICATION TO BE AN ACCREDITED FUTURES ADVISER**

|  |
|--|
| Full name (the 'Applicant'): .....<br>Applicant's date of birth (day/month/year) ..... |
|--|

|  |
|--|
| Nominating Market Participant (the 'Market Participant'): .....<br>Market Participant's business address: .....<br>..... |
|--|

By completing this form, the Market Participant nominates the Applicant to be accredited as an Accredited Futures Adviser.

1. The Applicant is a representative of the Market Participant who is the holder of an Australian Financial Services Licence ("AFSL").

The AFSL is issued to: .....

The AFSL number is: .....

2. The Applicant's relationship to the Market Participant is as a: *(please tick applicable box)*

Employee

Other

If Other, please state relationship: .....

3. Appendix 8.5.1(d)-1 completed and signed by the applicant is attached

Signed: ..... Date: .....  
*(Director, Partner, Responsible Executive or Compliance Manager of the Market Participant)*

Name (print): .....

Position: .....

Contact telephone number: .....

#### PRIVACY COLLECTION STATEMENT

As part of this application, ASX is collecting personal information about employees or contractors of the Market Participant. This information is required to be collected under ASX Market Rule 8.5 to enable ASX to assess the Application for Accreditation as a Futures Adviser and to ensure that the Market Participant is satisfying its obligations pursuant to the ASX Market Rules. Failure to provide personal information in whole or in part may mean that ASX is unable to process the application and may amount to a breach of the ASX Market Rules by the Market Participant. This information may be disclosed to the Disciplinary Tribunal, ASX Board members, the ASX Group of companies and the Australian Securities and Investments Commission in the event that any action is taken against the Market Participant or the applicant, pursuant to the Corporations Act 2001 and/or the ASX Market. ASX will not otherwise disclose the information that is collected to any other organisations or individuals, unless the relevant individual consents or ASX is otherwise permitted to do so under the Privacy Act 1988 (Cth). Enquiries concerning access to personal information provided via this application, can be directed to the ASX Chief Privacy Officer at PO Box H224, Australia Square, NSW 1215.



**ASX MARKET RULE PROCEDURES**

**APPENDIX 8.5.1(A) - 2**

**Section 1: APPLICATION TO BE A LEVEL ONE ACCREDITED DERIVATIVES ADVISER**

*This form is to be completed by a Market Participant nominating a person for accreditation as a Level One Accredited Derivatives Adviser.*

|   |
|---|
| Full name (the 'Applicant'): .....<br>Applicant's business & email address: .....<br>.....<br>Applicant's date of birth (day/month/year): ..... |
|---|

|   |
|---|
| Nominating Market Participant (the 'Market Participant') .....<br>Market Participant's business address: .....<br>..... |
|---|

By completing this form, the Market Participant nominates the Applicant to be accredited as a Level One Accredited Derivatives Adviser.

1. The Applicant is a representative of the Market Participant who is the holder of an Australian Financial Services Licence ("AFSL").

The AFSL is issued to: .....

The AFSL number is: .....

2. The Applicant's relationship to the Market Participant is as a: *(please tick applicable box)*

Employee

Other

If Other please state relationship: .....

3. The Applicant has obtained the pass level prescribed for the ASX Level One Accreditation Examination administered by Kaplan Education Pty Ltd.

The Applicant has successfully completed the Derivatives subject of the Stockbrokers Association of Australia Professional Program (evidence attached).

The Applicant has successfully completed the Equity Markets module of the AFMA Financial Markets Accreditation Program (evidence attached). □

*Tick whichever is applicable.*

4. Any accreditation fees prescribed by ASX have been paid.

## **Section 2: Extent of Advice**

**If authorised as a Level One Accredited Derivatives Adviser the Market Participant acknowledges the Applicant may advise and make recommendations only in relation to:**

- (a) taking Options (other than Futures Options);
- (b) writing Options (other than Futures Options), but only for the purpose of closing out a position or writing covered call options as described in the Procedures;
- (c) subscribing for and buying and selling Warrants;
- (d) exercising Warrants and Options (other than Futures Options);
- (e) other Derivative Market Contracts and strategies as prescribed by ASX from time to time in the Procedures.

**The Market Participant accepts liability for any advice given and/or recommendations made by the Applicant outside these limitations.**

**Signed:** .....

*(Director, Partner, Responsible Executive or Compliance Manager of the Participant)*

**Name printed:** .....

**Position:** .....

**Contact email address:** .....

**Contact telephone number:** .....

**Date:** .....

**Send to Kaplan – fax: 1300 137 802 or mail: GPO BOX 9995 SYDNEY NSW 2001**

### PRIVACY COLLECTION STATEMENT

As part of this application, ASX is collecting personal information about employees or contractors of the Market Participant. This information is required to be collected under ASX Market Rule 8.5 to enable ASX to assess the application to be a Level One Accredited Derivatives Adviser and to ensure that the Market Participant is satisfying its obligations pursuant to the ASX Market Rules. Failure to provide personal information in whole or in part will mean that ASX may be unable to process the application and may amount to a breach of the ASX Market Rules by the Market Participant. This information may be disclosed to the National Adjudicatory Tribunal, ASX Appeals Tribunal and the Australian Securities and Investments Commission in the event that any action is taken against the Market Participant or the applicant, pursuant to the Corporations Act 2001 and/or the ASX Market Rules. An applicant's level of accreditation and when this was achieved, may also be disclosed to other organisations or individuals should they request this information. ASX may also disclose personal information to Kaplan Education Pty Ltd for the purposes of administering the Accredited Derivatives Adviser program. Enquiries concerning access to personal information provided via this application, can be directed to the ASX Chief Privacy Officer at PO Box H224, Australia Square, NSW 1215. Please ensure a copy of this Privacy Statement is provided to the employee or contractor whose personal details appear on this application.

Amended 12/12/07, 08/09/08, 20/11/09



**ASX MARKET RULE PROCEDURES**

**APPENDIX 8.5.1(A) – 3**

**Section 1: APPLICATION TO BE A LEVEL TWO ACCREDITED DERIVATIVES ADVISER**

*This form is to be completed by a Market Participant nominating a person for accreditation as a Level Two Accredited Derivatives Adviser.*

|   |
|---|
| Full name (the ‘Applicant’): .....                |
| Applicant’s business & email address: .....       |
| .....   |
| Applicant’s date of birth (day/month/year): ..... |

|  |
|--|
| Nominating Market Participant (the ‘Market Participant’) ..... |
| Market Participant’s business address: .....                   |
| .....  |

By completing this form, the Market Participant nominates the Applicant to be accredited as a Level Two Accredited Derivatives Adviser.

1. The Applicant is a representative of the Market Participant who is the holder of an Australian Financial Services Licence (“AFSL”).

The AFSL is issued to: .....

The AFSL number is: .....

2. The Applicant’s relationship to the Market Participant is as a: *(please tick applicable box)*

Employee

Other

If Other please state relationship: .....

3. The Applicant has obtained the pass level prescribed for the ASX Level One and Level Two Accreditation Examinations administered by Kaplan Education Pty Ltd.

4. Any accreditation fees prescribed by ASX have been paid.

**Section 2:  
Extent of Advice**

If authorised as a Level Two Accredited Derivatives Adviser, the Applicant may advise and make recommendations in relation to all Derivative Market Contracts (other than Futures and Futures Options) and all trading strategies relating to Derivative Market Contracts (other than Futures and Futures Options) as defined in the Market Rules and specified in the Procedures. A person accredited as a Level Two Accredited Derivatives Adviser may also advise and make recommendations in relation to the Products and strategies applicable to a Level One Accredited Derivatives Adviser.

Signed: .....  
*(Director, Partner, Responsible Executive or Compliance Manager of the Participant)*

Name Printed: .....

Position: .....

Contact email address: .....

Contact telephone number: .....

Date: .....

Signed: .....

**Send to Kaplan – fax: 1300 137 802 or mail: GPO BOX 9995 SYDNEY NSW 2001**

**PRIVACY COLLECTION STATEMENT**

As part of this application, ASX is collecting personal information about employees or contractors of the Market Participant. This information is required to be collected under ASX Market Rule 8.5 to enable ASX to assess the application to be a Level Two Accredited Derivatives Adviser and to ensure that the Market Participant is satisfying its obligations pursuant to the ASX Market Rules. Failure to provide personal information in whole or in part will mean that ASX may be unable to process the application and may amount to a breach of the ASX Market Rules by the Market Participant. This information may be disclosed to the National Adjudicatory Tribunal, ASX Appeals Tribunal and the Australian Securities and Investments Commission in the event that any action is taken against the Market Participant or the applicant, pursuant to the Corporations Act 2001 and/or the ASX Market Rules. An applicant's level of accreditation and when this was achieved, may also be disclosed to other organisations or individuals should they request this information. ASX may also disclose personal information to Kaplan Education Pty Ltd for the purposes of administering the Accredited Derivatives Adviser program. Enquiries concerning access to personal information provided via this application, can be directed to the ASX Chief Privacy Officer at PO Box H224, Australia Square, NSW 1215. Please ensure a copy of this Privacy Statement is provided to the employee or contractor whose personal details appear on this application.

Amended 08/09/08



ASX

AUSTRALIAN STOCK EXCHANGE

**ASX MARKET RULE PROCEDURES**

**APPENDIX 8.5.1(D) - 1**

**DECLARATION BY APPLICANT FOR ACCREDITATION AS AN ACCREDITED FUTURES ADVISER**

*This form to be attached to Appendix 8.5.1(a)-1 – Application to be an Accredited Futures Adviser*

|  |
|--|
| Full name (the ‘Applicant’): .....<br>Applicant’s business & email address: .....<br>..... |
|--|

|   |
|---|
| Applicant’s date of birth (day/month/year): .....<br>Market Participant: .....<br>..... |
|---|

I confirm I have read all of the following documents:

- (i) ASX Market Rules
- (ii) Accreditation Notes dated January 2002

I confirm I: *(Tick whichever is applicable)*

- am an ASX Level Two Accredited Derivatives Adviser
- have successfully completed the AFMA futures module (attach documentation as evidence)

Signed: .....  
*(Applicant)*

Name (print): .....

Contact telephone number: .....

Date: .....

**PRIVACY COLLECTION STATEMENT**

As part of this application, ASX is collecting personal information about employees or contractors of the Trading Participant. This information is required to be collected under ASX Rule 8.5 to enable ASX to assess the Application for Accreditation as a Futures Adviser and to ensure that the Market Participant is satisfying its obligations pursuant to the ASX Market Rules. Failure to provide personal information in whole or in part may mean that ASX is unable to process the application and may amount to a breach of the ASX Market Rules by the Market Participant. This information may be disclosed to the Disciplinary Tribunal, ASX Board members, the ASX Group of companies and the Australian Securities and Investments Commission in the event that any action is taken against the Trading Participant or the applicant, pursuant to the Corporations Act 2001 and/or the ASX Market Rules. ASX will not otherwise disclose the information that is collected to any other organisations or individuals, unless the relevant individual consents or ASX is otherwise permitted to do so under the Privacy Act 1988 (Cth). Enquiries concerning access to personal information provided via this application, can be directed to the ASX Chief Privacy Officer at PO Box H224, Australia Square, NSW 1215.





**ASX MARKET RULE PROCEDURES**  
**APPENDIX 8.7.2**

**APPLICATION FOR SITTING ADDITIONAL ACCREDITATION EXAMINATION UNDER RULE 8.7**

*This form is to be completed by a Market Participant seeking permission for a person to sit an accreditation examination where the person has sat the relevant examination on three occasions and has failed to obtain the requisite pass level.*

Full name (the 'Applicant'): .....  
Applicant's business & email address: .....  
.....

Nominating Market Participant (the 'Market Participant'): .....  
Market Participant's business address: .....  
.....

The Market Participant applies to ASX for the Applicant to re-sit the: *(please tick appropriate box(es))*

Level One Accreditation Examination

Level Two Accreditation Examination

Set out below are the reasons in support of the Applicant being permitted to sit the examination(s) again.

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

Signed: .....  
*(Director, Partner, Responsible Executive or Compliance Manager of Participant)*

Name printed: .....

Position: .....

Date of application: .....

**Send to Kaplan – fax: 1300 137 802 or mail: GPO BOX 9995 SYDNEY NSW 2001**

#### PRIVACY COLLECTION STATEMENT

Your personal information and that of the Applicant is collected by ASX only for the purpose for which you provided it and pursuant to the ASX Market Rules. You should be aware and make the Applicant aware of the following information:

- a failure to provide the information may prevent ASX from processing the Applicant's application;
- ASX will not use and/or disclose the personal information for other purposes without the individual's consent or unless permitted to do so under the *Privacy Act 1988* (Cth);
- Enquiries concerning access to personal information can be directed to the ASX Chief Privacy Officer at PO Box H224, Australia Square, NSW, 1215.
- ASX may also disclose personal information to Kaplan Education Pty Ltd for the purposes of administering the Accredited Derivatives Adviser program.

Amended 08/09/08



**ASX MARKET RULE PROCEDURES**  
**APPENDIX 8.8.1(C)**  
**APPLICATION FOR RENEWAL OF ACCREDITATION UNDER RULE 8.8**

*This form is to be completed by a Market Participant seeking renewal of the accreditation of a person as an Accredited Derivatives Adviser prior to expiry. Note: if a person’s accredited status has already expired or been withdrawn the Trading Participant must complete Appendix 8.10.1(a) to apply for re-accreditation.*

Nominating Market Participant (the ‘Trading Participant’): .....  
Market Participant’s business address: .....  
.....

The Market Participant applies to ASX for a renewal until the next Renewal Date of the accreditation of the Accredited Derivatives Advisers listed in the attachment to this Appendix.

The Market Participant certifies that **each of the persons named in the attached attachment to this Appendix:**

1. has complied with the continuing professional education requirements prescribed in the Procedures, in respect of the relevant category of accreditation during the period since the adviser was accredited or its accreditation was last renewed; and
2. is a Representative of the Market Participant; and
3. any accreditation fees prescribed by ASX have been paid.

Signed: .....  
*(Director, Partner, Responsible Executive or Compliance Manager of Trading Participant)*

Name Printed: .....

Position: .....

Contact telephone number: .....

Fax number: ..... Email address: .....

Date : .....

**Send application to Kaplan – fax: 1300 137 802 or mail: GPO BOX 9995 SYDNEY NSW 2001**

Amended 08/09/08



ATTACHMENT TO APPLICATION FOR RENEWAL OF ACCREDITATION UNDER RULE 8.8

Trading Participant (Insert name) .....

The Accredited Derivatives Advisers seeking renewal of Accreditation are as follows:

PRIVACY COLLECTION STATEMENT

ASX is collecting personal information about officers, employees or contractors of the Market Participant to assess this Application. Failure to provide the information will prevent ASX from processing the application and/or may amount to a breach of the ASX Market Rules by the Market Participant. This information may be disclosed to the National Adjudicatory Tribunal, ASX Appeals Tribunal, ASX Board members and the Australian Securities and Investments Commission in the event that any action is taken against the Applicant or the Market Participant pursuant to the Corporations Act 2001 and/or the ASX Market Rules. ASX may also disclose personal information to Kaplan Education Pty Ltd for the purposes of administering the Accredited Derivatives Adviser program. Enquiries concerning access to personal information provided via this form, can be directed to the ASX Chief Privacy Officer at PO Box H224, Australia Square, NSW, 1215

Amended 08/09/08.



**ASX MARKET RULE PROCEDURES**  
**APPENDIX 8.9.2**

**NOTIFICATION OF WITHDRAWAL OF ACCREDITATION UNDER RULE 8.9**

*This form is completed by the Market Participant to notify ASX that an Accredited Derivatives Adviser ceases to be a Representative of the Market Participant (Section 1), or to request ASX to withdraw the accreditation of an Accredited Derivatives Adviser for other reasons (Section 2).*

Adviser's name (the 'Adviser'): .....

Adviser's Date of Birth(day/month/year): .....

.....

Market Participant (the 'Market Participant'): .....

Market Participant's business address: .....

.....

**Section 1:**  
**Notification to the Exchange.**

The Market Participant notifies the ASX that as of ..... (date) the Adviser ceased to be a Representative of the Market Participant.

Please go to Section 3.

**Section 2:  
Request for withdrawal of an Adviser's Accredited status.**

The Market Participant requests ASX to withdraw the accreditation of the Adviser.  
Please tick the box indicating the Adviser's current level of accreditation:

Level One Derivatives accreditation

Level Two Derivatives accreditation

Futures accreditation

Trading Day upon which the Market Participant wishes withdrawal of the accreditation of the  
Adviser to take effect: .....

Please state the reason(s) for withdrawal of accreditation.

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

Signed: .....  
(Adviser)

**Section 3:  
Participant authorisation**

Signed: .....  
(Director, Partner, Responsible Executive or Compliance Manager of Participant)

Name Printed: .....

Position: .....

Contact telephone number: .....

Date: .....

**Send to Kaplan – fax: 1300 137 802 or mail: GPO BOX 9995 SYDNEY NSW 2001**

ASX is collecting personal information about the Accredited Derivatives Adviser and other officers, employees or contractors of your organisation in order to process this Application. Failure to provide personal information in whole or in part will mean that ASX is unable to process the application and may amount to a breach of the ASX Market Rules by the Market Participant. This information may be disclosed to the National Adjudicatory Tribunal, ASX Appeals Tribunal, ASX Board members and the Australian Securities and Investments Commission in the event that any action is taken against the applicant or the Market Participant. ASX may also disclose personal information to Kaplan Education Pty Ltd for the purposes of administering the Accredited Derivatives Adviser program. ASX will not otherwise disclose the information that is collected to any other organisations or individuals, unless the relevant individual consents or ASX is otherwise permitted to do so under the Privacy Act 1988 (Cth). Enquiries concerning access to personal information provided via this application, can be directed to the ASX Chief Privacy Officer at PO Box H224, Australia Square, NSW 1215.

Amended 08/09/08



**ASX MARKET RULE PROCEDURES**

**APPENDIX 8.10.1(A)**

**APPLICATION FOR RE-ACCREDITATION WHEN PREVIOUSLY WITHDRAWN OR EXPIRED  
UNDER RULE 8.10**

*This form is to be completed by the Market Participant seeking re-accreditation of a person whose accreditation has been withdrawn or expired.*

|   |
|---|
| Full name (the ‘Applicant’): .....                |
| Applicant’s business & email address: .....       |
| .....   |
| Applicant’s date of birth (day/month/year): ..... |

|   |
|---|
| Nominating Market Participant (the ‘Market Participant’): ..... |
| Market Participant’s business address: .....                    |
| .....   |

The Market Participant applies to ASX for re-accreditation of the Applicant’s:

Level One Derivatives accreditation

Level Two Derivatives accreditation

1. The Applicant is a Representative of the Market Participant, who is the holder of an Australian Financial Services Licence (“AFSL”).

The AFSL is issued to: .....

The AFSL number is: .....

2. The Applicant's relationship to the Market Participant is as a:  
(please tick applicable box)

Employee

Other

If Other please state relationship to Market Participant:

.....

3. The Market Participant requests the requirement to sit the Accreditation Examination(s) be waived.

4. The Market Participant certifies the Applicant has complied with the continuing professional education requirements prescribed by ASX since the date the Applicant's accreditation was granted or last renewed.

5. Any accreditation fees prescribed by ASX have been paid

Signed: .....  
(Director, Partner, Responsible Executive or Compliance Manager of Participant)

Name Printed: .....

Position: .....

Contact telephone number: .....

Date: .....

**Send to Kaplan – fax: 1300 137 802 or mail: GPO BOX 9995 SYDNEY NSW 2001**

**PRIVACY COLLECTION STATEMENT**

ASX is collecting personal information about the Accredited Derivatives Adviser and other officers, employees or contractors of your organisation in order to process this Application. Failure to provide personal information in whole or in part will mean that ASX is unable to process the application and may amount to a breach of the ASX Market Rules by the Market Participant. This information may be disclosed to the National Adjudicatory Tribunal, ASX Appeals Tribunal, ASX Board members and the Australian Securities and Investments Commission in the event that any action is taken against the applicant or the Market Participant. An applicant's level of accreditation and when this was achieved, may also be disclosed to other organisations or individuals should they request this information. ASX may also disclose personal information to Kaplan Education Pty Ltd for the purposes of administering the Accredited Derivatives Adviser program. Enquiries concerning access to personal information provided via this application, can be directed to the ASX Chief Privacy Officer at PO Box H224, Australia Square, NSW 1215. Please ensure a copy of this Privacy Statement is provided to the employee or contractor whose personal details appear on this application.

Amended 08/09/08



**ASX MARKET RULE PROCEDURES**

**APPENDIX 10.3.3**

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

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

And .....  
(Name of Warrant-Issuer)

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

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

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

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

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

**APPENDIX 10.3.3**

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

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

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

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

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

6. Will the Register of warrants be held in uncertificated mode?  
YES / NO (please strike-out which ever does not apply)

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

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

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

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

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

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

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

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

9. Deleted

10. Deleted

11. Deleted

12. PARTICIPATION RIGHTS:

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

.....

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

.....

.....

.....

13. Annual Balance Date of Warrant-Issuer .....

14. Annual Balance Date of Guarantor .....

15. Deleted

16. Deleted

17. Deleted

**APPENDIX 10.3.3**

**18. OFFICERS OF WARRANT-ISSUER:**

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

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**19. OFFICERS OF GUARANTOR:**

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

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**20. ACCOMPANYING DOCUMENTS:**

- (i) Draft of proposed Offering Circular, Product Disclosure Statement or prospectus (“Warrant disclosure document”).
- (ii) Copies of all contracts referred to in the Warrant disclosure document including underwriting agreement (if any).
- (iii) Current Constitution of Warrant-Issuer (and Guarantor) unless previously provided.
- (iv) Copies of Trust Deeds relating to Warrants to be traded (if any).
- (v) Copy of Certificate of Incorporation of Warrant-Issuer (and Guarantor) on the occasion of the first application for admission to trading status of Warrants issued by that Warrant-Issuer (and Guarantor).
- (vi) Power of attorney (if applicable) or other evidence of due execution.
- (vii) If multiple Warrant Market Makers are appointed in relation to this application (as per item 7 above), a list identifying each Trading Participant that is being appointed to act as a Warrants Market Maker in relation to each series.
- (viii) Deleted

### APPENDIX 10.3.3

- (ix) Certified copy of the Guarantee provided by the Guarantor pursuant to Market Rule 10.2.1(b), 10.2.1(d), and 10.2.2 (if applicable).
  - (x) Certified copy of the authorisation provided by the copyrightholder pursuant to Market Rule 10.3.7.
21. Deleted
22. Deleted
23. All documentation forwarded to ASX by or on behalf of a Warrant-Issuer and Guarantor (if applicable) whether provided in support of an application or in compliance with the Market Rules for the time being or otherwise shall become and remain the property of ASX which may, in its absolute discretion, copy any or all of such documentation and forward such copies to any of its State subsidiaries, the public, the media, or any other interested party at its absolute discretion. Private correspondence, including draft documents lodged with ASX (or any subsidiary) for approval, and marked "not for public release" must only be released to the public, the media, or any other interested party where ASX has formed the opinion that the information should be released and has given notice to the company to that effect.
24. If the Warrants are admitted to Trading Status, the Warrant-Issuer:
- (a) agrees to satisfy the Australian Clearing House ("ACH") technical and performance requirements and meet such other requirements as ACH may impose in connection with the approval of the Warrants as CHES Approved Securities; and
  - (b) undertakes when the Warrants are issued, to despatch them by deposit to the CHES sub-register holding of the applicant prior to the Warrants commencing to trade if the applicant instructs the Warrant-Issuer on the application form to enter those Warrants into a nominated holding on the CHES sub-register; and
  - (c) acknowledges that ACH is authorised to establish and administer a CHES sub-register in respect of the Warrants; and
  - (d) undertakes to notify ASX immediately if it proposes to set a record date for a corporate action in respect of these Warrants or if it proposes to make any changes to a proposed record date; and
  - (e) will, when undertaking a corporate action, use reasonable endeavours to follow any Listing Rule timetables (such as Listing Rule Appendix 6A and 7A) as if the Warrants were securities of an entity Admitted to the Official List of ASX; and
  - (f) undertakes to notify ASX immediately if:
    - (i) any licence authorisation held by the Warrant-Issuer under Chapter 7 of the Corporations Act for the purpose of the conduct of its business as a Warrant-Issuer under Section 10 of the ASX Market Rules is suspended, cancelled or otherwise ceases to have effect; or

**APPENDIX 10.3.3**

- (ii) there is any change in the facilities, procedures, personnel or financial resources of the Warrant-Issuer, or in any other facts or circumstances affecting the Warrant-Issuer, which adversely affects its ability to:
  - (A) perform its obligations as a Warrant-Issuer; or
  - (B) satisfy ASX that it has facilities, procedures, personnel and financial resources which are adequate for the performance by the Warrant-Issuer of its obligations as a Warrant-Issuer.

Dated:

[INSERT EXECUTION CLAUSE

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

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

Amended 04/09/06, 20/07/07

**ASX MARKET RULE PROCEDURES**

**APPENDIX 10A.3.3**

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

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

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

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

hereby applies for admission to  
(Please tick the applicable box)

Trading Status

The AQUA Quote Display Board

on ASX for the following AQUA Products:

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

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

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

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

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

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

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

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

6. Will the Register of AQUA Product Holders be held in uncertificated mode?  
YES / NO (please strike-out which ever does not apply)

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

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

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



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

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

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

.....

.....

.....

.....

.....

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

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

9. OFFICERS OF AQUA PRODUCT ISSUER:

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

-----  
-----  
-----  
-----  
-----

10. OFFICERS OF GUARANTOR:

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

-----  
-----  
-----  
-----  
-----

11. ACCOMPANYING DOCUMENTS:

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

- (viii) Certified copy of the Guarantee provided by the Guarantor pursuant to Market Rule 10A.2.1(4)(d) and 10A.2.2 (if applicable).
  - (ix) Certified copy of the authorisation provided by the copyright holder pursuant to Market Rule 10A.3.5 (if applicable).
12. All documentation forwarded to ASX by or on behalf of an AQUA Product Issuer and Guarantor (if applicable) whether provided in support of an application or in compliance with the Market Rules for the time being or otherwise shall become and remain the property of ASX which may, in its absolute discretion, copy any or all of such documentation and forward such copies to any of its related bodies corporate, the public, the media, or any other interested party at its absolute discretion. Private correspondence, including draft documents lodged with ASX (or any related body corporate) for approval, and marked "not for public release" must only be released to the public, the media, or any other interested party where ASX has formed the opinion that the information should be released and has given notice to the AQUA Product Issuer to that effect.
13. If the AQUA Products are admitted to Trading Status or the AQUA Quote Display Board, the AQUA Product Issuer:
- (a) agrees to satisfy any technical and performance requirements and any other requirements in connection with the approval of the Products as CHESSE Approved Securities which may be imposed by the Australian Clearing House ("ACH") or ASX Settlement and Transfer Corporation ("ASTC"); and
  - (b) undertakes when the AQUA Products are issued, to despatch them by deposit to the CHESSE sub-register holding of the applicant if the applicant instructs the AQUA Product Issuer on the application form to enter those AQUA Products into a nominated holding on the CHESSE sub-register. In the case of AQUA Products issued to trading status, products will be dispatched prior to the AQUA Products commencing to trade; and
  - (c) acknowledges that ASTC is authorised to establish and administer a CHESSE sub-register in respect of the AQUA Products; and
  - (d) undertakes to notify ASX immediately if it proposes to set a record date for a corporate action in respect of these AQUA Products or if it proposes to make any changes to a proposed record date; and
  - (e) will, when undertaking a corporate action, use reasonable endeavours to follow any Listing Rule timetables (such as Listing Rule Appendix 6A and 7A) as if the AQUA Products were securities of an entity Admitted to the Official List of ASX; and
  - (f) undertakes to notify ASX immediately if:
    - (i) any licence authorisation held by the AQUA Product Issuer under Chapter 7 of the Corporations Act for the purpose of the conduct of its business as an AQUA Product Issuer under Section 10A and 10B of the ASX Market Rules is suspended, cancelled or otherwise ceases to have effect; or

- (ii) there is any change in the facilities, expertise, procedures, personnel or financial resources of the AQUA Product Issuer, or in any other facts or circumstances affecting the AQUA Product Issuer, which adversely affects its ability to:
  - (A) perform its obligations as an AQUA Product Issuer; or
  - (B) satisfy ASX that it has facilities, expertise, procedures, personnel and financial resources which are adequate for the performance by the AQUA Product Issuer of its obligations as an AQUA Product Issuer.

Dated:

[INSERT EXECUTION CLAUSE]

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

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

Introduced 15/09/08

# ASX MARKET RULE PROCEDURES

## APPENDIX 11.3.1

### ADJUSTMENT CIRCUMSTANCES

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

If the Underlying Financial Products are reorganised into Financial Products of one class and that class is eligible to be approved as Underlying Financial Products under Rule 11.1.1, ASX may make the following adjustment to Contract Series:

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

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

If the Underlying Financial Products are reorganised into more than one class of Financial Products and those classes are eligible to be approved as Underlying Financial Products under Rule 11.1.1, ASX may make the following adjustment to the Contract Series in the Underlying Financial Products:

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

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

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

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

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

where:

NC is the Contract Size/Price Quotation Factor immediately after the adjustment  
OC is the Contract Size/Price Quotation Factor immediately before the adjustment  
R is the value of the cash return attributable to each OC

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

- (a) unusual conditions or circumstances are present (including an illiquid market in the Underlying Financial Products on that day); or
- (b) the Underlying Financial Products are also traded on an approved foreign exchange, in which case the ASX may, in its absolute discretion, determine a reasonable value for SC having regard to sub-paragraphs (a) and (b) r is the value of the cash return per Underlying Security; and
- (c) change the Exercise Price to become the price calculated in accordance with the following formula:

$$NE = OE * OC / NC$$

where:

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

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

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

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

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

where:

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

(A) unusual conditions or circumstances are present (including an illiquid market in the Underlying Financial Products on that day); or

(B) the Underlying Financial Products are also traded on an approved foreign exchange, in which case the Exchange may, in its absolute discretion, determine a reasonable value for SC having regard to sub-paragraphs (A) and (B)

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

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

$$NE = OE * OC / NC$$

where:

NE is the Exercise Price immediately after the adjustment

OE is the Exercise Price immediately before the adjustment

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

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

## 5. Rights issue

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

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

$$NC = OC + \_ (n * r) / S$$

where:

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

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

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

n is the number of rights attributable to each OC

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

(i) unusual conditions or circumstances are present (including an illiquid market in the rights on that day); or

(ii) the rights are also traded on an approved foreign exchange, in which case ASX may, in its absolute discretion, determine a reasonable value for r having regard to sub-paragraphs (i) and (ii)

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

(i) unusual conditions or circumstances are present (including an illiquid market in the Underlying Financial Products on that day); or

(ii) the Underlying Financial Products are also traded on an approved foreign exchange, in which case ASX may, in its absolute discretion, determine a reasonable value for S having regard to sub-paragraphs (i) and (ii);

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

$$NE = OE * OC / NC$$

where:

NE is the Exercise Price immediately after the adjustment

OE is the Exercise Price immediately before the adjustment

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

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

(c) if:

(i) either:

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

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

#### **6. Bonus issues of financial products in the same class**

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

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

- (i) leave the Contract Size/Price Quotation Factor unchanged; and
- (ii) reduce the Exercise Price proportionately; and

(b) in any other case:

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

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

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

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

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

If there is a bonus issue of financial products in a different class, or in different classes to the Underlying Financial Products and each class of financial products is eligible to be approved as Underlying Financial Products under Rule 12.1.1, ASX may make the following adjustment to the Contract Series in the Underlying Financial Products:

- (a) change the description of the Underlying Financial Products to include the new class or classes of financial products;



- (b) change the Contract Size/Price Quotation Factor, the Exercise Price and the number of Options, as required, to maintain the Exercise Value of an Option in the Contract Series.

## 9. Dividends

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

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

## 10. Alternative Adjustments

If:

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

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

## ASX MARKET RULE PROCEDURES

### APPENDIX 11.4.2

#### ASX OPTION DISCLOSURE DOCUMENT

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

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

For the purposes of these representations:

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

“ACH” means Australian Clearing House Pty Ltd.

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

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

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

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

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

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

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

Name:

Title:

Date:

Introduced 02/10/07

## ASX MARKET RULE PROCEDURES

### APPENDIX 13.3.4

#### CERTIFICATION OF AUTOMATED ORDER PROCESSING SYSTEMS

AOP certifications should be provided on the letterhead of the Trading Participant to ASX as follows:

National Manager Compliance Services  
ASX Limited  
20 Bridge Street  
Sydney NSW 2000

#### CERTIFICATION

##### Certification of representations of compliance by [Trading Participant] with ASX Limited (“ASX”) Market Rule 13.3.4

We have examined our obligations under the relevant Market Rules of ASX including those relating to Automated Order Processing (“AOP”) and related Guidance Notes issued by ASX. In relation to version [*insert version number*] of the [*insert name of system*] (“the AOP system”) we have performed a review of our policies, procedures, system design documentation – including our procedures for implementation of subsequent changes to the AOP software, filters and filter parameters - and other relevant documentation concerning our compliance with Market Rule 13.3. Our review included all matters considered by us to be necessary in the circumstances.

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

- The AOP system [*does/does not*] not permit ACOP.
- The AOP system has in existence organisational and technical resources - including having appropriate automated filters, filter parameters and processes to record any changes to the filters or filter parameters – considered by us to be necessary to enable Trading Messages to be submitted into the Trading Platform without interfering with the efficiency and integrity of markets provided by ASX or the proper functioning of the Trading Platform;
- The AOP system has in existence arrangements - including having appropriate automated filters, filter parameters and processes to record any changes to the filters or filter parameters – considered by us to be necessary to enable the ready determination of the origin of all orders and trading messages;
- The AOP system has in existence security arrangements considered by us to be necessary to monitor for and prevent unauthorised persons having access to a Gateway or an OI Device or to a computer or other device connected to an OI Device, and to ensure that the AOP system does not interfere with the efficiency and integrity of markets provided by ASX or the proper functioning of the Trading Platform;

- Nothing has come to our attention during the course of our review which would indicate that we are unable to comply with the ASX Market Rule 13.3; and
- The representations in Schedules A – D have been made by persons whom we consider to be suitably qualified and experienced in relation to the controls for which they are making those representations.

This certificate is intended for the use of ASX.

\_\_\_\_\_  
 Director Date

\_\_\_\_\_  
 Director Date

**Schedule A – Organisational and Technical Controls**

I confirm that, based on my own enquiries:

- The AOP system has in existence organisational and technical resources - including having appropriate automated filters, filter parameters and processes to record any changes to the filters or filter parameters – considered by us to be necessary to enable Trading Messages to be submitted into the Trading Platform without interfering with the efficiency and integrity of markets provided by ASX or the proper functioning of the Trading Platform; and
- Nothing has come to my attention during the course of our review which would indicate that [*Trading Participant*] is unable to comply with the ASX Market Rule 13.3.

\_\_\_\_\_  
 Name Signature Date

## Schedule B – Trading Management Arrangements

I confirm that, based on my own enquiries:

- The AOP system has in existence arrangements - including having appropriate automated filters, filter parameters and processes to record any changes to the filters or filter parameters – considered by us to be necessary to enable the ready determination of the origin of all orders and Trading Messages; and
- Nothing has come to my attention during the course of our review which would indicate that [*Trading Participant*] is unable to comply with the ASX Market Rule 13.3.

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

## Schedule C – Security Arrangements

I confirm that, based on my own enquiries:

- The AOP system has in existence security arrangements considered by us to be necessary to monitor for and prevent unauthorised persons having access to a Gateway or an OI Device or to a computer or other device connected to an OI Device, and to ensure that the AOP system does not interfere with the efficiency and integrity of markets provided by ASX or the proper functioning of the Trading Platform; and
- Nothing has come to my attention during the course of our review which would indicate that [*Trading Participant*] is unable to comply with the ASX Market Rule 13.3.

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

## Schedule D – Certification Methodology

Attached is a copy of the methodology used by the persons identified in Schedules A – C to enable them to make the representations in those schedules.

Amended 20/07/07

## ASX MARKET RULE PROCEDURES

### APPENDIX 13.3.5(A)

AOP confirmations should be provided on the letterhead of the Trading Participant to ASX as follows:

Manager ASX Compliance  
ASX Limited  
20 Bridge St  
Sydney NSW 2000

#### AOP MATERIAL CHANGE CONFIRMATION

##### Confirmation of representations of compliance by [Trading Participant] with ASX Limited (“ASX”) Market Rule 13.3.5(a)

We have examined our obligations under the relevant Market Rules of ASX including those relating to Automated Order Processing (“AOP”) and related Guidance Notes issued by ASX. In relation to version [*insert version number*] of the [*insert name of system*] (“the AOP system”) which provides connectivity to the ASX Trading Platform we have performed a review of the material changes to the AOP system described in Schedule A (the “material changes”), our policies, procedures, system design documentation – including our procedures for implementation of subsequent changes to the AOP software, filters and filter parameters - and other relevant documentation concerning our compliance with Market Rule 13.3. Our review included all matters considered by us to be necessary in the circumstances.

Nothing has come to our attention during the course of our review which would indicate that [*Trading Participant*] is unable to comply with the ASX Market Rule 13.3.

For the purpose of Market Rule 13.3.5(a), we confirm that the material changes do not detract from the certification for the AOP system dated [*insert date*] and previously provided to ASX.

We confirm that the signatory to this confirmation is appropriately qualified to make these representations.

This certificate is intended for the use of ASX.

| _____ | _____     | _____ |
|-------|-----------|-------|
| Name  | Signature | Date  |

#### Schedule A – Description of the material changes

*[Include or attach a broad functional description of the material changes to the AOP system. This may be an internally drafted description or a description provided by the third party supplier of the AOP system. If the product release notes address all the material changes this may be sufficient to satisfy this requirement.]*

Amended 20/07/07, 25/11/09

## ASX MARKET RULE PROCEDURES

### APPENDIX 13.3.5(B)

AOP further certifications should be provided on the letterhead of the Trading Participant to ASX as follows:

Manager ASX Compliance  
ASX Limited  
20 Bridge St  
Sydney NSW 2000

#### AOP MATERIAL CHANGE – FURTHER CERTIFICATION

##### Certification of representations of compliance by [Trading Participant] with ASX Limited (“ASX”) Market Rule 13.3.5(b)

We have examined our obligations under the relevant Market Rules of ASX including those relating to Automated Order Processing (“AOP”) and related Guidance Notes issued by ASX. In relation to version [*insert version number*] of the [*insert name of system*] (“the AOP system”) which provides connectivity to the ASX Trading Platform we have performed a review of the material changes to the AOP system described in Schedule A (the “material changes”), our policies, procedures, system design documentation – including our procedures for implementation of subsequent changes to the AOP software, filters and filter parameters - and other relevant documentation concerning our compliance with Market Rule 13.3. Our review included all matters considered by us to be necessary in the circumstances.

We confirm that, for the purposes of ASX Market Rule 13.3.5(b):

- the elements of the AOP system which have not been subject of the material changes do not detract from the certification for the AOP system dated [*insert date*] and previously provided to ASX.
- The material changes to the AOP system include organisational and technical resources - including having appropriate automated filters, filter parameters and processes to record any changes to the filters or filter parameters – considered by us to be necessary to enable Trading Messages to be submitted into the Trading Platform without interfering with the efficiency and integrity of markets provided by ASX or the proper functioning of the Trading Platform;
- The material changes to the AOP system include arrangements - including having appropriate automated filters, filter parameters and processes to record any changes to the filters or filter parameters – considered by us to be necessary to enable the ready determination of the origin of all orders and trading messages;
- The material changes to the AOP system include security arrangements considered by us to be necessary to monitor for and prevent unauthorised persons having access to the relevant Trading Platform or to a computer or other device connected to the relevant Trading Platform, and to ensure that the AOP system does not interfere with the efficiency and integrity of markets provided by ASX or the proper functioning of the relevant Trading Platform;
- Nothing has come to our attention during the course of our review which would indicate that we are unable to comply with the ASX Market Rule 13.3; and



We confirm that the signatory to this confirmation is appropriately qualified to make these representations.

This certificate is intended for the use of ASX.

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

**Schedule A – Description of the material changes**

*[Include or attach a broad functional description of the material changes to the AOP system. This may be an internally drafted description or a description provided by the third party supplier of the AOP system. If the product release notes address all the material changes this may be sufficient to satisfy this requirement.]*

Amended 20/07/07, 25/11/09

# ASX MARKET RULE PROCEDURES

## APPENDIX 20.4

### TAKEOVER BIDS AND SCHEMES

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

APPENDIX 20.4

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

**TAKEOVER BIDS AND SCHEMES (Cont.)****NOTES:**

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

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

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

Amended 10/07/06, 13/06/07

**ASX MARKET RULE PROCEDURES**

**APPENDIX 23.1.1**

**APPLICATION TO BE A MARKET MAKER IN RESPECT OF DERIVATIVE MARKET CONTRACTS**

**TO: ASX LIMITED (ABN 98 008 624 691)**  
**(“ASX”)**

**FROM: .....** (ABN .....)  
(the “Market Participant” – insert full name of Market Participant)

The Market Participant applies to ASX for registration as a Market Maker under ASX Market Rule 23.1.1.

**PREFERENCES FOR PRODUCTS**

1. The Trading Participant wishes to be registered as a Market Maker in the following Class or Classes (List codes):
  
2. The Trading Participant prefers not to be registered as a Market Maker in the following Class or Classes (List codes):

**STATEMENT BY TRADING PARTICIPANT**

*To be completed by a director on behalf of the Trading Participant*

I, ....., am a director of the Trading Participant and have  
(Please print name)  
authority to sign this application on behalf of the Trading Participant and have authority to represent and acknowledge to the ASX that if the ASX registers the Trading Participant as a Market Maker:

1. To the best of the Trading Participant’s knowledge and belief, the information contained in this application form is true and correct;
2. The Trading Participant is aware of the obligations of a Market Maker under the Rules and the Procedures and practices of the ASX and ACH including without limitation, the obligation to make markets in Classes which have been assigned in accordance with the Rules; and
3. If the Trading Participant is registered as a Market Maker, it will properly perform the responsibilities of a Market Maker and comply with the Rules, the Procedures and practices of, and conditions imposed by, ASX and ACH (all as amended from time to time).

Signed by a director for and on behalf of the Trading Participant:

.....  
(Signature of director / Responsible Executive)

(Print name)

(Date)

PRIVACY COLLECTION STATEMENT: ASX uses and discloses your personal information only for the purpose for which you provided it and pursuant to the ASX Market Rules. Your personal information will not be used or disclosed for any other purpose unless you consent or ASX is otherwise permitted to do so under the *Privacy Act 1988* (Cth). Failure to provide this information may prevent ASX from processing this application. You may access your personal information by contacting the ASX Chief Privacy Officer at PO Box H224 Australia Square NSW 1215.

Amended 20/07/07

# ASX MARKET RULE PROCEDURES

## APPENDIX 24.2

### RULE 24.2 – EXCHANGE FOR PHYSICAL (EFP)

#### 1. Transaction in a physical commodity or instrument

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

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

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

#### 2. Retention of Records

In relation to Rule 24.7.1 appropriate evidence includes such documentary evidence as transaction or deal confirmations or contracts, Austraclear, RITS, Euroclear or Depository Trust Company statements or documentation, ISDA documentation, ASTC, CHES, ACH or the Trading Platform statements, correspondence or directions.

Subject to the requirements where a Trading Participant is effecting an EFP on behalf of a client, the Trading Participant must obtain and retain physical evidence of the transaction in a physical commodity or instrument. Such evidence must be available to allow ASX Compliance and Surveillance to readily conduct a review of EFP Transaction records. Records should be retained for a period of seven years in accordance with Rule 4.6.6. In addition, updated authorised signatory lists must be maintained and copied to ASX Compliance and Surveillance.

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

#### 3. Reporting EFPs to ASX

(a) To report EFPs to ASX a "Notification Form of Exchange For Physicals" ("the Form") (Attachment 2 to this Appendix) must be completed and lodged by the Trading Participants as follows:

- (i) the Form must be completed and executed by Party A (the buyer of the physical commodity or instrument and seller of the Market Contract) who will promptly provide the Form to Party B (the buyer of the Market Contract and seller of the physical commodity or instrument), and ASX by facsimile.

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

#### 4. Registration of the Market Transaction component of EFPs

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

#### Condition Codes

| Type of Trade | Rule | Condition code |
|---------------|------|----------------|
| EFP           | 9.5  | EQ             |

#### 5. Effect of Registration

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



## 6. Price

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

## 7. Enforceability

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

## 8. Publication

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

## 9. EFP Value Levels

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

## 10. Index Contracts

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

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

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

For example:

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

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

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

For example:

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

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

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

Amended 12/12/07

**CLIENT UNDERTAKING  
EXCHANGE FOR PHYSICAL TRANSACTIONS**

Where the Market Participant enters into an EFP for the Client the Client acknowledges and undertakes to provide to the Trading Participant all evidence of the transaction in a physical commodity or instrument which is part of the EFP (as required by the Trading Participant). The Client must provide this evidence promptly upon request by the Trading Participant so that the Trading Participant can comply with the Rules and Procedures of ASX.

.....  
(Client - Authorised Signature)

.....  
(Trading Participant contact – Authorised Signature)

.....  
(Client – Print name)

.....  
(Trading Participant contact – Print name)

.....  
(Client – Account number)

.....  
(Client – Date)

.....  
(Trading Participant contact – Date)

PRIVACY COLLECTION STATEMENT: ASX uses and discloses personal information only for the purpose for which you provided it and pursuant to the ASX Market Rules. Your personal information will not be used or disclosed for any other purpose unless you consent or ASX is otherwise permitted to do so under the *Privacy Act 1988* (Cth). Failure to provide the information may prevent ASX from acting on this request, and may result in a breach of the ASX Market Rules by the Participant. You may access your personal information by contacting the ASX Chief Privacy Officer at PO Box H224 Australia Square NSW 1215.

Amended 12/12/07

**NOTIFICATION OF EXCHANGE FOR PHYSICALS**

In accordance with Rule 24 and the Procedures

Date \_\_\_\_\_

**Details of transaction in a physical commodity or instrument**

Date \_\_\_\_\_ Time \_\_\_\_\_

Buyer \_\_\_\_\_ (Client A – name and account number) Seller \_\_\_\_\_ (Client B –name and account number)

Settlement Date \_\_\_\_\_ Underlying \_\_\_\_\_

Full description of Underlying including Face Value (if applicable) \_\_\_\_\_

Maturity Date (if applicable) \_\_\_\_\_

**Trading Participant (TP) Details**

| <b>BUYER (Client A)</b>               | <b>SELLER (Client B)</b>              |
|---------------------------------------|---------------------------------------|
| TP Identifier (ie Broker number) – AU | TP Identifier (ie Broker number) – AU |
| TP Name                               | TP Name                               |
| DTR Name                              | DTR Name                              |

### Market Contract Registration Details

| <b>BUYER (Client A)</b>   | <b>SELLER (Client B)</b>  |
|---|---|
| Contract Name/Month/Year  | Contract Name/Month/Year  |
| Number of contracts   | Number of contracts   |
| Registration Price  | Registration Price  |
| Bought Contracts registered to<br>(Clearing Participant name on behalf of Client) | Sold Contracts registered to<br>(Clearing Participant name on behalf of Client) |

We hereby confirm that the above transactions were conducted in accordance with the Market Rules and Procedures of ASX and acknowledge that the transaction is subject to the approval of ASX. Registration of the contract is subject to the Market Rules of ASX and the Clearing Rules of ACH.

**Buyer**

**Seller**

.....  
(Trading Participant Name)

.....  
(Trading Participant Name)

.....  
(Authorised Signature)

.....  
(Authorised Signature)

| <b>ASX INTERNAL USE ONLY</b>                  |                              |
|---|------------------------------|
| Signature Manager, Derivatives Market Control | Tradeslip number/s           |
| Trade reported by Market Control Officer      | Date and time trade reported |

PRIVACY COLLECTION STATEMENT: ASX and ACH use and disclose personal information only for the purpose for which you provide it and pursuant to the ASX Market Rules and/or the ACH Clearing Rules, as the case requires. Your personal information will not be used or disclosed for any other purpose unless you consent or ASX and/or ACH are/is otherwise permitted to do so under the *Privacy Act 1988* (Cth). Failure to provide the information may prevent ASX and/or ACH from processing this notification, and may result in a breach of the ASX Market Rules and/or the ACH Clearing Rules by the Participant. You may access your personal information by contacting the ASX Chief Privacy Officer at PO Box H224 Australia Square NSW 1215.

## ASX MARKET RULE PROCEDURES

### APPENDIX 31

#### PART 1 – SESSION STATES AND PARAMETERS

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

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

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

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

Amended 10/07/06, 11/09/07, 15/09/08, 28/06/10



## ASX MARKET RULE PROCEDURES

### APPENDIX 31

#### PART 2 – SESSION STATES TIMES

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

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

|                           |                   |                        |                       |                       |                       |                       |                       |                       |                       |                       |
|---------------------------|-------------------|------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Open_Night-Trading</b> |                   | 17.30.15*-<br>18.30.00 |                       |                       | 17.30.00*<br>18.50.00 |                       |                       |                       |                       |                       |
| <b>Adjust</b>             | 16.12.00-17.00.00 |                        |                       |                       |                       | 16.12.00-<br>17.00.00 | 16.12.00-<br>17.00.00 | 16.12.00-<br>17.00.00 | 18.45.00-<br>18:50:00 |                       |
| <b>Adjust_ON</b>          | 17.00.00-18.50.00 |                        |                       |                       |                       | 17.00.00-<br>18.50.00 | 17.00.00-<br>18.50.00 | 17.00.00-<br>18.50.00 |                       |                       |
| <b>Enquire</b>            |                   | 18.30.00-<br>18.50.00  | 17.00.00-<br>18.50.00 | 17.00.00-<br>18.50.00 |                       |                       |                       |                       |                       |                       |
| <b>Purge Orders</b>       | 18.50.00-18.59.00 | 18.50.00-<br>19.00.00  | 18.50.00-<br>19.00.00 | 18.50.00-<br>19.00.00 | 18.50.00-<br>19.00.00 | 18.50.00-<br>18.59.00 | 18.50.00-<br>18.59.00 | 18.50.00-<br>18.59.00 | 18.50.00-<br>18.59.00 | 18.50.00-<br>18.59.00 |
| <b>System Maintenance</b> | 18.59.00-19.00.00 |                        |                       |                       |                       | 18.59.00-<br>19.00.00 | 18.59.00-<br>19.00.00 | 18.59.00-<br>19.00.00 | 18.59.00-<br>19.00.00 | 18.59.00-<br>19.00.00 |
| <b>Close</b>              | 19.00.00-07.00.00 | 19.00.00<br>08.00.00   | 19.00.00-<br>07.00.00 | 19.00.00-<br>07.00.00 | 19.00.00-<br>07.00.00 | 19.00.00-<br>07.00.00 | 19.00.00-<br>07.00.00 | 19.00.00-<br>07.00.00 | 19.00.00-<br>07.00.00 | 19.00.00-<br>07.00.00 |

\* Random Openings;  
+/- 15 secs

\*\* Random CSPA;  
+/- 30 secs

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

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

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

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

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

# Random Opening;  
+ 15 secs

## VolumeMatch Book trading session states;  
From 10:30:00 to 15:33:00 this market cycles between Open\_VMB and Wait\_VMB session states

Amended 10/07/06, 17/07/06, 11/09/07, 15/09/08, 04/05/09, 14/09/09, 22/03/10, 28/06/10

APPENDIX 31.13.8

**ATTESTATION TO CONDUCTING NO NON-CLIENT ACTIVITY AND  
APPLICATION FOR ACCESS TO THE VOLUMEMATCH BOOK**

Attestation should be provided on the Trading Participant's letterhead, signed by the Director(s) and sent to ASX as follows:

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

ATTESTATION

Attestation of conducting no Non-Client activity, by [Trading Participant] or on behalf of any Related Body Corporate of [Trading Participant], with ASX Limited ("ASX") in relation to Market Rule 31.13.8 for the purpose of accessing the VolumeMatch Book.

We have examined our obligations under the relevant Market Rules of ASX relating to the VolumeMatch Book. We hereby attest to being an ASX Participant who conducts no Non-Client activity, i.e. no business on our own behalf or on behalf of any Related Body Corporate of [Trading Participant]. Accordingly we request access to the VolumeMatch Book. Our review included all matters considered by us to be necessary in the circumstances.

We confirm that, based on our own review:

- [Trading Participant], either on its own behalf or on behalf of any Related Body Corporate of [Trading Participant], does not engage in Non-Client activity;
- Nothing has come to our attention during the course of our review which would indicate that we would be unable to comply with the ASX Market Rule 31.13.8 on an on-going basis;
- [Trading Participant] acknowledges that ASX (and/or its agent) may Audit [Trading Participant] at any time as to compliance with this attestation;
- [Trading Participant] acknowledges that if an ASX Audit reveals non-compliance with its attestation to ASX Market Rule 31.13.8 ASX will take disciplinary action as it sees fit;
- [Trading Participant] acknowledges that if at any stage it begins conducting Non-Client activity, either on its own behalf or on behalf of any Related Body Corporate of [Trading Participant], it will immediately inform ASX and ASX will immediately terminate [Trading Participant's] access to the VolumeMatch Book; and
- [Trading Participant] acknowledges that after beginning to conduct Non-Client activity, either on its own behalf or on behalf of any Related Body Corporate of [Trading Participant], subsequent access to the VolumeMatch Book can only occur after the [Trading Participant] has successfully completed the relevant ASX certification requirements.

This attestation is intended for the use of ASX.

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

**ATTESTATION TO CONDUCTING ONLY NON-CLIENT VOLUMEMATCH BOOK ACTIVITY  
AND APPLICATION FOR NON-CLIENT ONLY ACCESS TO THE VOLUMEMATCH BOOK**

Attestation should be provided on the Trading Participant's letterhead, signed by the Director(s) and sent to ASX as follows:

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

**ATTESTATION**

**Attestation of conducting only Non-Client VolumeMatch Book activity by [Trading Participant] with ASX Limited ("ASX") in relation to Market Rule 31.13.8 for the purpose of accessing the VolumeMatch Book.**

We have examined our obligations under the relevant Market Rules of ASX relating to the VolumeMatch Book. We hereby attest to being an ASX Participant who conducts both client and Non-Client activity and that we will conduct only Non-Client VolumeMatch Book activity, i.e. business on our own behalf or on behalf of any Related Body Corporate of [Trading Participant] into the VolumeMatch Book. Furthermore, we also hereby attest that we will not conduct any VolumeMatch Book activity on behalf of clients. Accordingly we request access to the VolumeMatch Book. Our review included all matters considered by us to be necessary in the circumstances.

We confirm that, based on our own review:

- [Trading Participant] engages in both Non-Client activity and activity on behalf of clients;
- [Trading Participant] will conduct only Non-Client VolumeMatch Book activity (i.e. no VolumeMatch Book activity on behalf of clients);
- Nothing has come to our attention during the course of our review which would indicate that we would be unable to comply with the ASX Market Rule 31.13.8 on an on-going basis;
- [Trading Participant] acknowledges that ASX (and/or its agent) may Audit [Trading Participant] at any time as to compliance with this attestation;
- [Trading Participant] acknowledges that if an ASX Audit reveals non-compliance with its attestation to ASX Market Rule 31.13.8 ASX will take disciplinary action as it sees fit; and
- [Trading Participant] acknowledges that prior to beginning to conduct any VolumeMatch Book activity on behalf of clients the Trading Participant needs to successfully complete the relevant ASX certification requirements.

This attestation is intended for the use of ASX.

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

Introduced 28/06/10

APPENDIX 31.13.8(a)

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

Certification should be provided on the appropriately qualified independent person's letterhead and sent to ASX as follows:

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

**Certification of compliance by [Trading Participant] with ASX Limited ("ASX") Market Rule 31.13.7**

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

Nothing has come to our attention during the course of our review which would indicate that [Trading Participant] would be unable to comply with this separation on an on-going basis. We provide details of the matters considered in Schedules A to F below.

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

This certificate is intended for the use of ASX.

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

### **Schedule A – Separate Unique Identifiers for VolumeMatch Book**

There is a requirement to be operationally ready to use separate unique identifiers for client and Non-Client access to VolumeMatch Book when/if issued by ASX.

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

### **Schedule B – Designated Open Interfaces**

There is a requirement to be operationally ready to use designated Open Interface Devices through which only client VolumeMatch Book activities may be conducted (these same Open Interface Devices may also be used for other client activities).

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

### **Schedule C – Operational and Physical Separation of Open Interface Devices**

There is a requirement to be ready to ensure user access to the designated Open Interfaces Devices referenced in Schedule B above is operationally and physically separated from the user access to Open Interface Devices used for Non-Client activities (including Non-Client VolumeMatch Book activities).

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

### **Schedule D – Operational and Physical Segregation of Employees**

There is a requirement to be ready to ensure the operational and physical segregation of all Employees with access to client orders for VolumeMatch Book from Employees with access to Non-Client orders (including Non-Client VolumeMatch Book orders).

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

### **Schedule E – Employees Access to Orders**

There is a requirement to be operationally ready to ensure that Employees with access to Non-Client orders (including Non-Client VolumeMatch Book orders) are not able to, and will not be able to, access, view, query, discuss, or in any way be aware of the existence or nature of client VolumeMatch Book orders (except as set out in the ASX Market Rule Procedures).

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

### **Schedule F – Employee Disclosure**

There is a requirement to be operationally ready to ensure that Employees with access to client VolumeMatch Book orders do not disclose, discuss, or in any way make aware to Employees with access to Non-Client orders the existence or nature of client VolumeMatch Book orders (except as set out in the ASX Market Rule Procedures).

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

Introduced 28/06/10

APPENDIX 31.13.9(a)

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

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

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

**Annual Certification of representations of compliance by [Trading Participant] with ASX Limited  
("ASX") Market Rule 31.13.7**

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

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

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

This certificate is intended for the use of ASX.

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date



### Schedule A – Separate Unique Identifiers for VolumeMatch Book

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

### Schedule B – Designated Open Interfaces

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

### Schedule C – Operational and Physical Separation of Open Interface Devices

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

## Schedule D – Operational and Physical Segregation of Employees

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

## Schedule E – Employees Access to Orders

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

## Schedule F – Employee Disclosure

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

## **Schedule G – Certification Methodology**

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

Introduced 28/06/10

APPENDIX 31.13.9(b)

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

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

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

**Further Certification of representations of compliance by [Trading Participant] with ASX Limited  
("ASX") Market Rule 31.13.7**

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

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

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

This certificate is intended for the use of ASX.

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

### **Schedule A – Separate Unique Identifiers for VolumeMatch Book**

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

### **Schedule B – Designated Open Interfaces**

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

### **Schedule C – Operational and Physical Separation of Open Interface Devices**

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

## Schedule D – Operational and Physical Segregation of Employees

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

## Schedule E – Employees Access to Orders

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

## Schedule F – Employee Disclosure

We confirm that, based on our review:

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

|       |           |       |
|-------|-----------|-------|
| _____ | _____     | _____ |
| Name  | Signature | Date  |

## **Schedule G – Certification Methodology**

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

Introduced 28/06/10

**End of Document**