

SCHEDULE 8 DELIVERY AND SETTLEMENT OF NON-CS APPROVED PRODUCTS

1 DEFINITIONS

For the purposes of this Schedule 8:

“**Broker**” means a Clearing Participant that has Settlement Obligations in respect of a Market Transaction in a Non-CS Approved Product which is not eligible for settlement by electronic transfer and registration.

“**Benefit**”, in clause 4, means a benefit accruing to the holders of Non-CS Approved Products on the relevant Record Date, such as, without limitation, a dividend, interest payment, capital return or other payment or the issue of a security.

“**Cash Benefit**” means a Benefit which is a dividend, interest payment or capital return.

“**Cash Adjustments**” for the purpose of clause 4, has the meaning given in clause 4.3.

“**Buying Broker**” means, in relation to a Market Transaction in respect of Non-CS Approved Products, the Broker which is entitled to delivery of Non-CS Approved Products and is obliged to pay for those Non-CS Approved Products.

“**Delivery Obligation**” means the obligation of a Broker to deliver a specified quantity of units of a Non-CS Approved Product to another Broker or Brokers on a Settlement Day by means of a paper based transfer and any other documents necessary to effect registration of ownership of the Non-CS Approved Product.

“**ED**” means:

- (a) the day on or by which a right in respect of a Benefit (such as a right to acquire securities) must be exercised or the date by which an election or nomination must be made in respect of a Cash Benefit (such as an election as to whether to take such Cash Benefit in specie or by way of an issue of securities);
- (b) the date, in respect of a priority Benefit, on which the priority lapses;
- (c) the date, in respect of an issue of renounceable rights, by which renunciation forms must be received by the Issuer to be valid; or
- (d) the date, in respect of a specific entitlement of non-renounceable rights, by which acceptance of the rights offer must be lodged with the Issuer to be valid.

“**ED-N**” means the day which is N Business Days before ED (and terms such as ED-1, ED-2 etc have corresponding meanings).

“**Mark**” in respect of a transfer of Non-CS Approved Products means the certification of transfers by a Marking Body or the Issuer of the Non-CS Approved Products as to the number of units of the Non-CS Approved Product represented by each transfer.

“**Marking Body**” means:

- (a) a Broker;
- (b) The New Zealand Stock Exchange;
- (c) The London Stock Exchange;
- (d) an organisation which enters into a written agreement with ASX confirming it will comply with the appropriate requirements relating to the Marking of transfers.

“**RD-N**” means the day which is N Business Days before the Record Date (and terms such as RD-1, RD-2 etc have corresponding meanings).

“**Record Date**” or “**RD**” means the date determined by an Issuer as the date by which Transfers must be received for the purpose of identifying the persons entitled to the benefit of a Corporate Action.

“**Selling Broker**” means the Broker which is obliged to deliver Non-CS Approved Products and is entitled to receive payment for those Non-CS Approved Products.

2. APPLICATION OF THIS SCHEDULE

This Schedule applies only to transactions in Non-CS Approved Products.

Note: This Schedule only applies to settlement of transactions on ASX markets which are not eligible to be settled using electronic transfer and registration facilities.

3. VALID DELIVERY DOCUMENTS

3.1 Document validity – Selling Broker

The Selling Broker will be responsible for the validity of all documents of title delivered to the Buying Broker.

3.2 Incomplete transfer documents

A Buying Broker may refuse delivery of a transfer of Non-CS Approved Products where the details specified in the Procedures have not been inserted by the Selling Broker.

3.3 Partial delivery by consent

Deliveries of Non-CS Approved Products (which may constitute one or more documents) must represent the exact quantity sold in each case unless the Buying Broker consents, in which case there may be partial delivery.

3.4 Rejected transfers

If a Buying Broker wishes to reject back to a Selling Broker a transfer of Non-CS Approved Products which has been completed with transferee detail or validated in Part 2, or both, then prior to return of the transfer the transferee detail and validation section

of Part 2 of the transfer must be cancelled by the affixing of a cancellation stamp through Part 2 of the transfer.

3.5 Receipts for deliveries

Upon delivery of Non-CS Approved Products direct to a Buying Broker's office a Selling Broker is entitled to receive an acknowledgement from the Broker bearing the initials of the receiving clerk and the Broker's stamp.

Amended 30/12/09

4 SETTLEMENT OF NON-CS APPROVED PRODUCTS QUOTED "EX" OR "CUM" A BENEFIT

4.1 Sale "cum"

When a transfer of Non-CS Approved Products in relation to a sale on a "cum" basis in respect of a Benefit is delivered:

- (a) on or after RD-2:
 - (i) The Selling Broker:
 - A. must (or, in the case of a specific entitlement of non-renounceable rights or a right to participate in a bonus issue not subject to ratification, may) allow a Cash Adjustment to the Buying Broker at settlement (unless otherwise agreed or, in the case of a specific entitlement of non-renounceable rights, the Buying Broker advises the Selling Broker before the final date of closing of acceptances that it does not wish to participate in the issue) in lieu of the Benefit; and
 - B. must endorse the Security description on the transfer "ex".
 - (ii) The Buying Broker:
 - A. must not lodge the transfer for registration until after RD. If the Buying Broker lodges the transfer for registration in breach of this provision it must refund to the Selling Broker the Cash Adjustment under paragraph (a)(i)(A) on the Business Day following the payment Date (notwithstanding any breach by the Selling Broker of its obligations under paragraph (a)(i)(B)); and
 - B. except in the case of a Cash Benefit, repay the Cash Adjustment to the Selling Broker upon delivery to the Buying Broker by the Selling Broker of the Benefits (or, in the case of a specific entitlement of non-renounceable rights, the Buying Broker does not wish to participate).
- (b) on or before RD-3:
 - (i) the Selling Broker will not be responsible to the Buying Broker for the Benefit in the event that the transfer is not registered before RD; and

- (ii) the Buying Broker will have no claim against the Selling Broker for the Benefit but may lodge a claim with the Selling Broker against the seller. Claims will be made and dealt with in accordance with the Procedures.

4.2 Sale “ex”

When a transfer of Non-CS Approved Products in relation to a sale on an “ex” basis in respect of a Benefit is delivered on or prior to RD:

- (a) the Selling Broker must:
 - (i) endorse the Security description on the transfer “ex”; and
 - (ii) if the Buying Broker breaches its obligations under paragraph (b)(ii) below, give written notice to the Buying Broker of particulars of the relevant loss in accordance with the Procedures;
- (b) the Buying Broker must:
 - (i) not lodge the transfer with the Issuer for registration on or prior to RD; and
 - (ii) if the Buying Broker lodges the transfer for registration in breach of paragraph (b)(i), be responsible to the Selling Broker for any loss caused (notwithstanding any breach by the Selling Broker of paragraph (a) and must compensate the Selling Broker for that loss in the manner set out in the Procedures.

4.3 Cash Adjustment

A Cash Adjustment, for the purposes of this clause 4:

- (a) where the Benefit is a Cash Market Product:
 - (i) is a value determined by ASX when a Selling Broker has not delivered Non-CS Approved Products sold “cum Bonus”, “cum Entitlement” or “cum Rights” by RD-3 to determine shareholders to participate in an issue of Benefit;
 - (ii) will represent an amount in lieu of the accruing Benefit; and
 - (iii) will be made for all accruing Benefits notwithstanding that some or all of the accruing Benefits may be issued for no cash consideration; or
- (b) where the Benefit is a Cash Benefit, is an amount equal to the relevant Cash Benefit.

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4.4 Special provisions for particular types of Benefit

4.4.1 Bonus Issues subject to ratification

In respect of sales of Non-CS Approved Products “cum bonus” where the bonus issue is subject to ratification, unless otherwise arranged with the Buying Broker, the Selling Broker must not deliver Non-CS Approved Products during the period from RD-2 to the day on which a Bonus issue subject to ratification is ratified by members (both days inclusive).

4.3.2 Renounceable rights

In respect of sales of Non-CS Approved Products which are renounceable rights, the rights must not, other than as determined by ASX or by arrangement with the Buying Broker, be delivered on or after ED-2. If delivery is made on or after that date, rule 4.6 applies.

4.4.3 Rights Issues subject to ratification

In respect of a sale of Non-CS Approved Products “cum rights” where the relevant right issue is subject to ratification by a meeting of holders of relevant securities, the Non-CS Approved Products rights shall not, other than as determined by ASX or by arrangement with the Buying Broker, be delivered on or after the later of RD-5 and the first Business Day after ratification by members.

4.4.4 Specific Entitlements of non-renounceable rights

In respect of a sale on Non-CS Approved Products “cum” a specific entitlement of non-renounceable rights, the Buying Broker shall have the right to request the Selling Broker to pay to the Issuer where appropriate application money in excess of the minimum; such excess amount shall be provided by the Buying Broker on or before ED-5. The Buying Broker may require acknowledgement from the Selling Broker of the receipt of such excess amount.

4.4.5 “Cum” priority

- (a) Non-CS Approved Products sold “cum priority” may be delivered by a Selling Broker on a continuing basis but when not delivered by RD-3, the Buying Broker on or before ED-5, must advise the Selling Broker in writing of the amount of the new issue securities for which application is desired and must place the seller in funds to the extent of the required application money. The Buying Broker may require acknowledgement from the Selling Broker for such payment. Where the priority is to a fixed entitlement not being a pro rata entitlement then the provisions of Listing Rule 7.12 must apply.
- (b) When Non-CS Approved Products are sold “cum priority” and are delivered by the Selling Broker on or before RD-3 but are not transferred to the buyer's name on a “cum priority” basis and the buyer decides to participate in the issue, the Buying Broker on or before the ED-5, must claim on the original Selling Broker in writing for the number of new issue securities for which application is desired, and must place the seller in funds to the extent of the required application money. The Buying Broker may require acknowledgement from the original

Selling Broker for such payment. The request for protection must also include details of:

- (i) the original Selling Broker's code and Transfer Identification Number;
- (ii) the name of the transferor;
- (iii) the actual date of purchase by the claimant.

4.5 Elections in respect of Cash Benefits and Sale of Rights, Option Securities or Convertible Securities

If:

(a)

- (i) Non-CS Approved Products (which are renounceable rights, option Securities or convertible Securities) the subject of a Market Transaction are not delivered to the Buying Broker by ED-3 (or ED-2 in the case of renounceable rights), and the buyer of the Non-CS Approved Products wishes to exercise, to convert or to make an election in respect of the Non-CS Approved Products, or (in the case of renounceable rights) to apply for the relevant securities, or
- (ii) Non-CS Approved Products the subject of a sale "cum" a Cash Benefit in respect of which an election or nomination may be made, the Buyer wishes to make such election or nomination and the ED in respect of that election or nomination is on or after RD in respect of the Cash Benefit:
 - A. in the reasonable opinion of the Buying Broker may remain undelivered to the Buying Broker as at RD-3; or
 - B. are returned to the Selling Broker as unregistrable on or after RD-3, then:

(b) the Buying Broker shall on or before ED-2 (if paragraph (a)(i) applies), ED-5 (if paragraph (a)(ii)(A) applies) or the day upon which the Non-CS Approved Products or transfer is returned to the Selling Broker (if paragraph (a)(ii)(B) applies) advise the Selling Broker in writing of the buyer's exercise or conversion instructions and (if necessary place the Selling Broker in funds necessary to effect the instructions).

In the case of renounceable rights, however, the Buying Broker will be taken to have instructed the Selling Broker to apply to the Issuer for the Securities to be issued pursuant to such right such that the amount of application money payable by the seller shall not exceed the minimum required by the Issuer if it has not instructed the Selling Broker by no later than 3.00pm on the last day of delivery of rights that:

- (i) protection is not required; or
- (ii) that protection is required and payment of application money in excess of the minimum is to be made, in which case such excess shall be

provided by the Buying Broker at that time) and the Selling Broker shall protect the buyer by applying to the Issuer for such Securities; and

- (c) the Selling Broker must:
 - (i) take immediate action to effect the instructions;
 - (ii) send to the Buying Broker, on request, a written notice acknowledging exercise or conversion;
 - (iii) effect delivery of the products issued to it in respect of the exercise or conversion within five Business Days of issue or dispatch of list of allotments.

Amended 30/12/09

4.6 Acceptance of Securities as delivered – Special Markets

4.6.1 General

- (a) Subject to paragraph 4.6.2 and notwithstanding anything to the contrary in any other provision of this Schedule, when in a market established in accordance with Rule 16.7, a transaction in a Non-CS Approved Product is executed on a ‘cum’ benefit basis during a period when normal trading in the Security is on the basis of ‘ex’ the Benefit, then, on demand by the seller:
 - (i) delivery of the Non-CS Approved Product must be made on the basis of ‘cum’ the Benefit on any Business Day following the date of the transaction up to but not including the Record Date; and
 - (ii) the Buying Broker must not refuse delivery and shall also ensure that the settlement documents are lodged with the Issuer for registration prior to the Record Date; or
- (b) If the Non-CS Approved Products are not registered prior to the Record Date, any subsequent claim by the buyer for the Benefit may be satisfied by provision of the Benefit actually distributed to the transferor.

4.6.2 Specific entitlements of renounceable rights

Notwithstanding anything to the contrary in any other provision of this Schedule 8, when in a market established in accordance with Rule 16.7, a transaction in a Non-CS Approved Product is executed on a “cum entitlement” basis with respect to a specific entitlement or non-renounceable rights, during a period when normal trading for the Non-CS Approved Product the subject of the transaction is "ex entitlement" and the Buying Broker requires protection in respect of the entitlement:

- (a) Where the transaction is effected before the ED-5, the Buying Broker must, on or before ED-5, advise the Selling Broker in writing of the number of Securities for which protection is required and attach to the advice sufficient application money for that number of Securities;
- (b) Where the transaction is effected on or after ED-5 the Buying Broker must, no later than the close of business on the Business Day following the date of the

transaction, advise the Selling Broker in writing of the number of Securities for which protection is required and attach to the advice sufficient application money for that number of Securities;

- (c) The Selling Broker must acknowledge in writing receipt of the notice referred to in paragraphs (a) or (b) and protect the Buying Broker by lodgement with the Issuer of the relevant entitlement form and application money prior to or on ED;
- (d) Where the transaction is effected on ED, the Selling Broker must in respect of all of the entitlements attaching to the Non-CS Approved Products, protect the Buying Broker by immediate lodgement with the Issuer of the relevant entitlement form and sufficient application money and the Buying Broker must on the following Business Day, provide to the Selling Broker the applicable application money; and
- (e) The Selling Broker must deliver to the Buying Broker the Securities the result of the protection within seven Business Days of the date of despatch of certificates or list of allotments to the security holder's uncertificated account.

4.7 Dividend Withholding Tax

4.7.1 Withholding Tax Commonwealth of Australia

When Non-CS Approved Products owned by a non-resident are sold “cum dividend” or “cum interest” and delivered with an adjustment for dividend or interest the Selling Broker must be responsible to the Buying Broker for the full amount of the dividend or interest. It will be the Selling Broker's responsibility to lodge an application for the refund of withholding tax with the Deputy Commissioner of Taxation.

When Non-CS Approved Products sold cum dividend are delivered by the Selling Broker in the name of a non-resident, on or before the third Business Day prior to and inclusive of the Record Date and a claim for dividend is received, the non-resident seller will be responsible for the amount of the dividend less withholding tax. The Selling Broker must supply the name and address of the seller to the claiming Broker who will be responsible for the lodgement of an application for the refund of withholding tax with the Deputy Commissioner of Taxation.

4.7.2 Withholding Tax – Overseas

When a transfer of Non-CS Approved Products of an Issuer subject to other than Australian income tax or Australian withholding tax is sold “cum dividend” and is delivered during the last two Business Days prior to and inclusive of the Record Date or on any date thereafter, the Selling Broker must allow the Australian currency equivalent of the dividend less the minimum overseas tax payable by an Australian resident.

4.7.3 United Kingdom withholding tax

A Buying Broker must not settle a dividend with its buying client for shares in a United Kingdom company or body corporate, purchased “cum dividend” but not registered before the Record Date until:

- (a) the client has completed the appropriate form of declaration to enable him to qualify for the lower rate of United Kingdom withholding tax and lodged such form with the company or body corporate when the transfer is lodged for registration. When the company or body corporate has approved the form of declaration the Broker must then settle the dividend with its client, after deducting the lower rate of United Kingdom withholding tax, or
- (b) the client has notified the Broker that, having read the conditions contained in the declaration form he is not eligible to complete the declaration or alternatively, the company or body corporate does not approve a form completed by him, the Broker must then settle the dividend with its client less the full rate of United Kingdom withholding tax. The Broker must pay the difference between the full rate and the lower rate of United Kingdom withholding tax to the company or body corporate when the transfer is lodged for registration.

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4.7.4 Claims

When Non-CS Approved Products are purchased “cum dividend” and delivered by the seller before the last two Business Days prior to and inclusive of the Record Date but are not transferred to the buyer's name on a “cum” basis, the original seller is only responsible to the buyer for the tax paid amount received by him from the Issuer.

5 MANNER OF SETTLING BONDS AND STOCK

- 5.1 Settlement between Brokers of transactions in Commonwealth and Semi-Government loans will be by way of transfer and acceptance of Inscribed Stock.
- 5.2 Unless otherwise agreed, all deliveries of Commonwealth Inscribed Stock in settlement of a transaction will be on the register maintained in the State of that transaction.
- 5.3 In respect of “cum interest” transactions in Commonwealth Government or Semi-Government loans, where settlement takes place after the closing date of the Inscribed Stock Register, the settlement price will be adjusted by the amount of the interest payment.
- 5.4 Irrespective of whatever denominations of Inscribed Stock are delivered, the amount of interest is to be calculated on the total face value of the Securities involved in the transaction. Where the amount of interest thus determined results in a fraction of a cent, that fraction will be disregarded.

6 BROKERS' STAMPS

- 6.1 Brokers must stamp documents in accordance with the Procedures.
- 6.2 A reference in this schedule or the procedures to a Buying or Selling Broker's certification stamp or “Correction Guaranteed” stamp includes a certification stamp or “Correction Guaranteed” Stamp of a settlement agent acting on behalf of a Broker.

7 DOCUMENTS – MARKED TRANSFERS

- 7.1 A transfer of Non-CS Approved Products for which Official Quotation has been granted or Securities quoted on a Recognised Stock Exchange is valid delivery without the relevant certificate attached provided that such transfer has been Marked by the Issuer or a Marking Body.
- 7.2 Transfer of Commonwealth Government inscribed stock or of inscribed stock of any constituted authority shall be valid delivery when they bear thereon a certification by the appropriate registry that stock to cover the transfer is inscribed in the name of the transferor.
- 7.3 A Marked transfer shall not be good delivery during the last five Business Days currency of the Marking. The currency of a Marked transfer shall not be extended. Any extension of a Marking shall invalidate the transfer for delivery purposes.

8 FACSIMILE TRANSMISSION OF NON-CS APPROVED PRODUCTS

For the purpose of this paragraph 8:

- 8.1 “**Delivering Broker**” means the Broker which transmits by facsimile transmission details of Non-CS Approved Products in fulfilment of a selling obligation.
- “**Receiving Broker**” means the Broker which receives by facsimile transmission details of Securities in fulfilment of a purchase obligation.
- 8.2 Where details of Non-CS Approved Products are transmitted by facsimile transmission in accordance with paragraph 8.3 the Delivering Broker warrants that it holds a split transfer or renunciation and split transfer referred to in paragraph 8.3 duly completed by the Delivering Broker and to which the Delivering Broker's stamp in ink has been affixed in accordance with Regulation 7.11.05(1) of the Corporations Regulations.
- 8.3 Delivery details of Non-CS Approved Products may be transmitted by facsimile, by the Selling Broker transmitting to the Buying Broker:
- (a) an interbroker faxing advice duly completed; and
 - (b) a true copy of the split transfer or renunciation and split transfer referred to in paragraph 8.2 which must include:
 - (i) A Marking Stamp with certificate details and unique identifier as inserted by the Marking Body;
 - (ii) Validation by the Delivering Broker in Part 1 of the split transfer or renunciation and split transfer;
 - (iii) Cancellation by the Delivering Broker by the affixing of a cancellation stamp through Part 2 of the split transfer or renunciation and split transfer.
- 8.4 Transmission of delivery details may only be made between Brokers prior to 12.15 pm Eastern Standard/Summer Time as applying in NSW and Victoria.

- 8.5 The Receiving Broker is obliged to accept a facsimile transmission transmitted in accordance with paragraph 8.3 and must transpose the relevant details contained in the split transfer or renunciation and split transfer referred to in paragraph 8.2 to a new split transfer or renunciation and split transfer and validate in Part 1 prior to on delivery, or registration as the case may be.
- 8.6 Brokers must ensure the availability of a duly designated facsimile machine for the receipt of transmitted delivery details, which should be operational during normal business hours for the receipt of transmitted deliveries.

9 DOCUMENTS - REGISTRATION

9.1 Transfers – Renunciations

9.1.1 For the purposes of this clause 9:

“**transfers**” or “**renunciations**” are in relation to Non-CS Approved Products and shall include “**split transfers**” and “**split renunciations**”.

9.1.2 Except where transfers or renunciations require the transferee's signature:

- (a) The Buying Broker must forward Security or Brokers Transfers to the Issuer for registration within three Business Days of receipt of documents from the Selling Broker, provided that when the books of an Issuer close for any purpose all transfers in its possession must be lodged with the Issuer before the registers close, unless the transfers are in respect of a transaction settled on an “ex entitlement” basis.
- (b) When the Buying Broker is not able to complete the transfers with the buyer's full name and address pursuant to paragraph 9.1.2(a), it shall nominate the Non-CS Approved Products.
- (c) Except where a Broker purchases Securities pursuant to paragraph 9.1.2(d), it must obtain the buyer's details from its principal to enable it to comply with paragraph 9.1.2(a) and must not forward transfers or renunciations to any person who is not an Affiliate or Market Participant unless:
 - (i) authorised to do so by ASX and subject to the conditions laid down by ASX; or
 - (ii) the person is the settlement agent of the Broker;
 - (iii) pursuant to the provisions of paragraph 9.1.2(c)(i) ASX has authorised the release of transfers or renunciations to a party which is any one of the following:
 - (A) an ADI;
 - (B) a member of the Trustee Companies Association; or
 - (C) a person acting in a fiduciary capacity who requests transfers or renunciations to be delivered to him,

and the party has entered into a transfer lodgement performance agreement with ASX, provided that the Buying Broker completes part 2 of such transfers or renunciations with respect to the transferee's details, and attaches the advice of lodgement for registration required by paragraph 9.2;

- (d) When a Broker purchases Securities for or on behalf of a member of The London Stock Exchange for settlement through the TALISMAN system, the Broker may forward the Transfer(s) and/or Renunciation(s) to the local office/agency of The London Stock Exchange, without completion of the buyer's details.

9.1.3 Unless permitted by an Issuer's constitution, a Broker must not in respect of a purchase of Non-CS Approved Products, lodge a transfer of Non-CS Approved Products which, if registered, would result in a buying client holding less than a Marketable Parcel of those Non-CS Approved Products.

9.2 Advice of Lodgements – Issuer

All transfers and renunciations in relation to Non-CS Approved Products forwarded to Issuers for registration must be accompanied by an Advice of Lodgement for Registration. The Advice must be dated and include:

- (a) number of units;
- (b) the names of the transferor;
- (c) the names of the transferee;
- (d) the register in which the Securities are to be registered;
- (e) the certificate or reference number relative to each transfer,

provided that where all transfers and renunciations are micro-filmed before lodgement and are suitably referenced, the advice of lodgement need not contain the details set out in paragraphs (a) to (e) above.

9.3 Advice of Lodgement – Client

The Buying Broker may on the day transfers or renunciations are forwarded to the Issuer in relation to Non-CS Approved Products, advise its clients that Securities have been forwarded to the Issuer for registration. The advice shall be in writing and be dated and shall include:

- (a) the name of the Issuer;
- (b) the number and class of Security;
- (c) the full name and address of the transferee.

A client must be advised if Non-CS Approved Products are not forwarded to the Issuer for registration within six weeks of the date of purchase.

10 DOCUMENTS – RENUNCIATIONS

- 10.1 A security renunciation and transfer or a Broker's renunciation and transfer will be good delivery of Non-CS Approved Products if Marked by the Issuer or a Marking Body.
- 10.2 An unmarked security renunciation and transfer for the exact number of rights sold in a transaction, and to which is attached the relevant letter of entitlement duly cancelled by the Selling Broker will be good delivery.

11 QUOTED SECURITIES – VALID

In the case of an Issuer admitted to the official list only such Securities as have been granted official quotation by ASX will constitute valid delivery.

12 FAILURE TO DELIVER – FAIL FEES

If a Broker fails to deliver Non-CS Approved Products on the required date for settlement (under Section 5 of the Rules), ASX may at its discretion charge the Broker which failed to deliver the Non-CS Approved Products a fee in respect of the failure to deliver.

13 CONTINUED ABILITY TO MARK

- 13.1 In relation to Non-CS Approved Products, Marking Bodies must at all times perform Markings in an efficient and accurate manner and in accordance with the Procedures.
- 13.2 Where ASX has reason to believe that a Marking Body is not performing Markings in an efficient or accurate manner, ASX may at its discretion, advise Brokers that, as from a date specified in the advice and until further notice to the contrary, transfers Marked by the Marking Body will not be valid delivery in terms of this Schedule.

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