

**AUSTRACLEAR LIMITED**

**(ABN 94 002 060 773)**

**PROCEDURES**

**DETERMINATIONS**

**AND**

**PRACTICE NOTES**

**as at 24 January 2022**

**RELATING TO THE AUSTRACLEAR  
REGULATIONS**

**AUSTRACLEAR LIMITED**  
**ABN 94 002 060 773**

**AUSTRACLEAR REGULATIONS**  
**PROCEDURES, DETERMINATIONS AND PRACTICE NOTES AT 15 September 2021**  
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## Explanatory Note

The prime purpose of the Austraclear Procedures Determinations and Practice Notes is, where necessary, to describe procedures to facilitate the use of the Austraclear System, to record prescriptions and determinations made by Austraclear pursuant to the Austraclear Regulations, and to record practice notes issued by Austraclear as to how the Regulations are interpreted and enforced. To simplify reference between the two documents, paragraph numbers in the Procedures Determinations and Practice Notes document relate to corresponding numbers in the Regulations and are not necessarily consecutive.

## 1. INTERPRETATION

### 1.1 Definitions

For the purposes of Regulation 1.1:

**(Clearance and Settlement System)** Austraclear determines that the securities clearance and settlement systems are:

- (i) the Euroclear system operated by Morgan Guaranty Trust Company of New York, Brussels office; and
- (ii) the Cedelbank system operated by Cedelbank.

**(EOD)** The time for the definition of "EOD" is 4.25 pm or such other time as is advised in the System on that Business Day.

### 1.2 General

- (a) Unless the context otherwise requires, words or expressions used in these Procedures, Determinations and Practice Notes have the same meaning as is given to those words or expressions in the Regulations.
- (b) If there is any inconsistency between all or part of these Procedures, Determinations and Practice Notes and the Regulations, the Regulations will prevail to the extent of that inconsistency.
- (c) A field printed in *italics* is System generated.

## 2. APPLICATION FOR PARTICIPANT STATUS

### 2.1 Classes of Participant

For the purposes of Regulation 2, the Application Form and Participant Details Form for each class of Participant is published by Austraclear on the ASX website ([www2.asx.com.au](http://www2.asx.com.au)).

Amended 15/09/21

### 2.6 Solicitor's Representation Letter

For the purpose of Regulation 2.6, Austraclear determines that the solicitor's representation letter must give an opinion in the following form, without alteration or addition:

- (a) the solicitor or firm acts for the Applicant; and
- (b) the solicitor or firm has examined original documents relating to the Nominated Trust and purporting to establish that trust or certified copies of the same ("**trust documents**"),  
and based on the trust documents:
  - (c) the trust has been duly established;
  - (d) the Applicant is the only trustee of the trust;
  - (e) the Applicant has been validly appointed as trustee of the trust;
  - (f) the Applicant has:
    - (i) the power in its capacity as trustee to enter into the Application Form and Participant Details Form (together, the "**Forms**") and to observe its obligations under the Regulations; and
    - (ii) taken all action required on its part under the trust documents and the laws in force in Australia to authorise the execution, delivery and observance of its obligations under the Forms and observe its obligations under the Regulations; and
- (g) the execution and delivery by or on behalf of the Applicant of the Forms and the observance of its obligations under the Forms and the Regulations has not and will not contravene the trust documents.

Amended 04/08/09

### **3. PARTICIPANTS GENERALLY**

#### **3.2 Fees and GST**

For the purposes of Regulation 3.2(a), Austraclear determines that a Participant, other than a Participant that has been exempted in writing by Austraclear, must pay all fees as published from time to time at [www.asx.com.au](http://www.asx.com.au).

For the purposes of Regulation 3.2(b), Austraclear determines that the manner in which fees and any other amounts payable to Austraclear are to be paid is as advised to Participants by Austraclear in writing, from time to time.

Introduced 01/07/09

#### **3.3 Notification of Authorised Signatories**

For the purposes of Regulation 3.3, the form for the Notification of Authorised Signatories by a Participant is published by Austraclear on the ASX Online website (<https://www.asxonline.com/>). It is sufficient if the Notification substantially complies with the approved form.

A Notification of Authorised Signatories of a Collateral Manager under Regulation 3.3 must substantially be in the approved form and must clearly indicate the identity of the relevant Collateral Manager in addition to the details of each Authorised Signatory.

Amended 22/08/07, 05/07/13, 15/09/21

#### **3.7 Custodian**

For the purposes of Regulation 3.7, Austraclear determines the form of notice to make available details from a Participant's Security Record is by letter to Austraclear signed in accordance with the Participant's Notification of Authorised Signatories.

#### **3.15 Security and Access**

Pursuant to Regulation 3.15 Austraclear determines that a Public Key Infrastructure and Digital Certificate system will be used, and determines the procedures set out in **Schedule D**.

Link to Schedule D: [Schedule D](#)

#### **3.16 Information and Undertakings**

For the purposes of Regulation 3.16, Austraclear prescribes the information set out in this Procedure

**(A) Information under FATCA Agreement and CRS****(i) Self-certification**

At Austraclear's request, a Participant that has been authorised by Austraclear to hold Deposited Securities through the System under Regulation 17.2(a) must provide a self-certification to Austraclear, in a form approved by Austraclear from time to time, that confirms the Participant's status under the FATCA Agreement and the CRS. The Participant must provide the self-certification to Austraclear within one month of such request. The Participant must notify Austraclear within five Business Days if there is a change in the Participant's status as set out in the self-certification most recently submitted by the Participant.

**(ii) Periodic Reporting**

Each Participant that has been authorised by Austraclear to hold Deposited Securities through the System under Regulation 17.2(a) that is:

- (a) not a Financial Institution but is a Specified U.S Person or a Passive NFFE with one or more Controlling Persons that is a Specified U.S. Person; or
- (b) a Reportable Person or a Passive NFE with one or more Controlling Persons that is a Reportable Person,

must, within 3 months of the end of each calendar year, commencing with the calendar year that ends:

- (c) (for a Participant reporting pursuant to paragraph (ii)(a)) on 31 December 2014; or
- (d) (for a Participant reporting pursuant to paragraph (ii)(b)) on 31 December 2017,

provide Austraclear with the following information in the format Austraclear notifies to Participants from time to time:

- (e) the name, address, jurisdiction of residence and TIN of:
  - (i) the Participant; and
  - (ii) each Controlling Person that is (for a Participant reporting pursuant to paragraph (ii)(a)) a Specified U.S. Person or (for a Participant reporting pursuant to paragraph (ii)(b)) a Reportable Person (if applicable);
- (f) the date and place of birth of each Controlling Person that is a Reportable Person identified pursuant to paragraph (e)(ii) (if applicable);
- (g) the identifying number of each Security Record kept by Austraclear in respect of the Participant during the calendar year;
- (h) the aggregate face value of the Deposited Securities in each of the Participant's Security Records identified in (g) as of the end of the calendar year or, if the Security Record was closed during the year, immediately before closure; and
- (i) the total gross amount of interest, the total gross amount of dividends, and the total gross amount of other income generated with respect to the assets held in each of the Participant's Security Records, in each case paid or credited to or with respect to the relevant Security Record during the calendar year,

together with any additional information requested by Austraclear to comply with its reporting obligations.



In this Procedure 3.16(A):

- (j) for a Participant reporting pursuant to paragraph (ii)(a), the terms “Specified U.S Person”, “Passive NFFE” and “Controlling Person” have the meanings given to them in the FATCA Agreement, and “TIN” refers to the U.S. federal taxpayer identifying number of the Participant or Controlling Person (as applicable);
- (k) for a Participant reporting pursuant to paragraph (ii)(b), the terms “Passive NFE” and “Controlling Person” have the meanings given to them in the CRS, and “TIN” refers to the tax identification number used by the relevant tax administration to identify the Participant or Controlling Person (as applicable).

Introduced 25/08/14 Amended 01/01/17

## **6. RIGHTS AND OBLIGATIONS OF AUSTRACLEAR**

### **6.2 Responsibilities of Austraclear**

For the purposes of Regulation 6.2, Austraclear prescribes that it may Enter dealings permitted under the Regulations for which it has received a valid instruction in accordance with the Regulations.

Introduced 27/03/09

### **6.8 New Issues of Securities**

For the purposes of Regulation 6.8, the time for a Participant to provide details of the terms and conditions of issue to Austraclear is at least five Business Days before the issue of the Security.

## 7. DEPOSIT AND SAFEKEEPING OF PAPER SECURITIES

### 7.1 Deposit of Paper Securities

For the purposes of Regulations 7.1 and 7.2, the prescribed procedure for Depositing a Paper Security is:

- (a) a Participant must Enter the following data (as applicable to the type of Security) for each Deposit:
- (i) instrument (i.e. Security) type;
  - (ii) *issue date* (may be amended);
  - (iii) maturity date;
  - (iv) unit face value (face value of each Security);
  - (v) non fungible instrument units (number of Securities in the line);
  - (vi) Security Sub-Account (will default to *House* if not completed);
  - (vii) drawer;
  - (viii) issuer/acceptor;
  - (ix) prime name;
  - (x) payee;
  - (xi) place payable (which must include the name of the paying agent who must be either a Participating Bank or the Depositing Participant);
  - (xii) comments/notes;
  - (xiii) description, including:
    - (A) any special conditions in terms of Regulation 7.4;
    - (B) limitations on the liability of any party to the Security, (e.g., "Without Recourse to Drawer");
    - (C) continuation of data greater in length than its field size (e.g. "Drawer"); and
    - (D) any other distinguishing marks.
      - (1) In the case of Bank accepted bills, a line must consist of Securities on which the drawer, acceptor, payee, amount and maturity date are identical.
      - (2) In the case of Bank certificates of deposit a line must consist of Securities on which the issuer, amount and maturity date are identical.
      - (3) In the case of all other Paper Securities (apart from any serial/reference numbers that may be shown) a line must consist of Securities which are identical in all respects including the indorsements, if any, which must be identical and be in the same order on each Security.
      - (4) A line may consist of only one Security.
- (b) After Entering details of Securities, the Depositing Participant must obtain from the computer system a Deposit report (in duplicate) containing:
- (i) a record of the information Entered under Paragraph (a);
  - (ii) the ISIN/ Austraclear number allocated by the System to the Securities; and
  - (iii) the certificate of Depositing Participant in the following form:
 

"We certify that the Securities described hereon are being Deposited with the Austraclear System in accordance with Regulation 7."
- (c) The Depositing Participant must:
- (i) place the ISIN/Austraclear number near the top right corner of the face of each Security being Deposited;
  - (ii) include on each Security a prominent notation approximately 10cm x 2cm in size, reading as follows:
 

**"This Security has been Deposited for safekeeping in the Austraclear System"**
  - (iii) either deliver two copies or fax one copy of the Deposit report to Austraclear containing the certificate of Depositing Participant which must be signed by a person named on the Participant's List of Authorised Signatories;

- (iv) if it faxes the Deposit report to Austraclear, ensure an original of the same containing the relevant certificate is received by Austraclear by the following Business Day; and
  - (v) subject to Regulation 7.11, deliver to Austraclear the Securities.
- (d) Subject to Regulation 7.11 Austraclear must:
- (i) check that the Securities delivered to it purport to be as described in the Deposit report (whether an original or facsimile copy);
  - (ii) if the Deposit report (in duplicate) is delivered to Austraclear:
    - (A) issue a provisional receipt on one copy of the Deposit report in the following form: "Received Securities purported to be as described hereon subject to detailed checking";
    - (B) return that copy of the Deposit report to the Depositing Participant and retain the other copy of the Deposit report; and
    - (C) in due course, verify that the Deposit is acceptable in terms of Regulations 7.3, 7.4 and 7.6;
  - (iii) if the Deposit report is faxed to Austraclear, Austraclear must in due course verify that the Deposit is acceptable in terms of Regulations 7.3, 7.4 and 7.6.
- (e) If the Securities are accepted for Deposit in the System, to confirm Deposit, Austraclear must Enter for each line of Securities:
- (i) Participant mnemonic;
  - (ii) ISIN/Austraclear number;
  - (iii) issue date;
  - (iv) maturity date;
  - (v) unit face value;
  - (vi) non fungible instrument units (number in line); and

Deposits may be tendered at any time between 9.00 am and 5.00 pm on any Business Day. However, Securities Deposited after 3.30 pm on a Business Day may not be available for Cash Transactions until the following Business Day.

### **7.3.1(e) Acceptable Paper Securities – Composite Securities**

For the purpose of Regulation 7.3.1(e) (acceptable Composite Securities) the following criteria are prescribed:

- (A) for a total amount in excess of \$1,000,000 but not exceeding \$5,000,000; and
- (B) made up of a number of bills not exceeding 50 with varying amounts,

will be accepted into the System as one Security termed a "Composite Security" and be subject to a fee, payable upon Deposit, based on the number of bills comprising the Composite Security.

The bills comprising a Composite Security must have the same:

- (C) Bank as acceptor;
- (D) place payable; and
- (E) maturity date.

The Securities should be Deposited into the System as Bank accepted bills as follows:

- (F) the drawer and, if applicable the payee will be shown as various;
- (G) it will be recorded as one bill (for example, 1 x \$1,000,100);

- (H) a notation is to be made in the description field in the Deposits screen to the effect that it is a Composite Security;
- (I) date of Deposit is to be Entered as the issue date; and
- (J) a list identifying the drawer, payee, issue date and the amount of each bill making up a parcel is to be included with the Deposit report by the Depositing Participant.

A Composite Security cannot be dealt with except in its entirety.

### **7.3.2(c) Deposit of Securities prior to maturity date**

For the purposes of Regulation 7.3.2(c), the prescribed minimum number of days until maturity for a Paper Security is four calendar days.

### **7.11 Delayed Deposit**

For the purposes of Regulation 7.11, the Participant must comply with Regulations 7.1 and 7.3 by 11.30 am on the next following Business Day.

## 8. DEPOSIT OF NON-PAPER SECURITIES AND EUROENTITLEMENTS

### 8.1 Entry of Non-Paper Securities and Euroentitlements

For the purpose of Regulation 8.1 the prescribed procedures are as follows:

- (a) For the purposes of Regulation 8.1, a Participant may Deposit a Non-Paper Security by first Entering the following data for each Deposit:
- (i) issuer;
  - (ii) series ( a special code has been allocated for each series of each issuer acceptable for Deposit in the System);
  - (iii) face value;
  - (iv) Security Sub-Account (will default to *House* if not completed);
  - (v) comments/notes; and
- (b) For the purposes of Regulation 8.1, a Participant may Deposit a Euroentitlement by first Entering the following data for each Deposit:
- (i) issuer;
  - (ii) series ( a special code has been allocated for each series of each issuer acceptable for Deposit in the System);
  - (iii) face value;
  - (iv) Security Sub-Account (will default to *House* if not completed);
  - (v) comments/notes; and
- (c) After Entering details of Securities, the Depositing Participant must obtain from the System a Deposit report (in duplicate) containing:
- (i) a record of the information Entered under Paragraph (a) or (b);
  - (ii) the holding ID allocated by the System to the Securities; and
  - (iii) the certificate of Depositing Participant in the following form:  
 "We certify that the Securities described hereon are being Deposited with the Austraclear System in accordance with Regulation 8."  
 If the Securities are Euroentitlements and are not Deposited under Paragraph 11.4.02(d) add:  
 "We certify that we have given the irrevocable directions referred to in Paragraph 8.1(e)(i) of the Procedures Determinations and Practice Notes. "

#### 8.1.3(a) For the purpose of Regulation 8.1.3(a) (acceptable currencies for Eurosecurities)

Austraclear determines that the currency acceptable for a Eurosecurity is Australian currency and that at all times the Eurosecurity must be denominated in Australian currency and all payments must be made in Australian currency.

#### 8.1.3(b) For the purpose of Regulation 8.1.3(b) (approved ratings agencies for Eurosecurities)

Austraclear determines that the ratings agencies acceptable for the definition of Eurosecurity are Standard & Poor's Ratings Group, Moody's Investors Service, and Fitch IBCA.

### **8.1.4(a) For the purpose of Regulation 8.1.4(a) (transfer of Non-Paper Security to Austraclear as registered holder)**

The prescribed manner is:

- (i) complete a Transfer and Acceptance Form ("**T&A Form**") in the following manner:
  - (A) the Depositing Participant, or a related company (as previously notified to Austraclear) must be the transferor and Austraclear the transferee; and
  - (B) details on the form must agree with those on the Deposit report.
- (ii) have the T&A Form validly marked; and
- (iii) (A) either deliver or fax the T&A Form to Austraclear; and
  - (B) either deliver two copies or fax one copy of the Deposit report containing the certificate of Depositing Participant which must be signed by a person named in the Participant's Notification of Authorised Signatories; and
- (iv) if it faxes the T&A Form or the Deposit report to Austraclear, ensure an original of the same is received by Austraclear on the following Business Day.

### **8.3 Prescribed Procedures – Austraclear's Obligations**

For the purpose of Regulation 8.3, the prescribed procedure is as follows:

- (a) Austraclear must:
  - (i) check that the Securities being Deposited purport to be as described in the Deposit report (whether an original or facsimile copy) and, if they are Euroentitlements, check that the transfer of the related Eurosecurity to the securities account of Austraclear with the operator of the relevant Clearance and Settlement System has occurred;
  - (ii) if the Deposit report (in duplicate) is delivered to Austraclear and, if such report is in respect of Euroentitlements, if Austraclear is satisfied that the transfer of the related Eurosecurity to it has occurred:
    - (A) issue a provisional receipt on one copy of the Deposit report in the following form: "Received Securities purported to be as described hereon subject to detailed checking"; and
    - (B) return that copy of the Deposit report to the Depositing Participant and retain the other copy of the Deposit report.
- (b) If the Securities are accepted for Deposit in the System, then to confirm Deposit, Austraclear must Enter for each line of Securities:
  - (i) Participant mnemonic;
  - (ii) ISIN/Austraclear number ;
  - (iii) issuer;
  - (iv) annual interest rate (coupon rate);
  - (v) maturity date;
  - (vi) face value; and
  - (vii) depository.
    - (1) A Deposit of a Non-Paper Security will be confirmed by Austraclear upon receipt of the validly marked T&A Form (whether an original or facsimile copy) to allow Transactions to commence immediately but is not deemed to be fully effective until the Securities have been inscribed in the name of Austraclear at the issuer's registry.
    - (2) Austraclear will execute the T&A Form for a Non-Paper Security (whether an original or facsimile copy) as transferee and deliver it to the issuer's registry.
    - (3) Deposits of Non-Paper Securities may be tendered at any time between 9.00 am and 5.00 pm on any Business Day. However, Securities Deposited after 3.30 pm on any Business Day may not be available for Cash Transactions until the following Business Day.

- (4) Due to time differences between Australia and the place of operation of a Clearance and Settlement System, Austraclear will not receive confirmation from the operator of that system that a transfer of related Eurosecurities to it took place in that system on a particular Business Day for that system until (at the earliest) the next Business Day for the System, and will not credit the Security Record of the relevant Participant with the Deposited Euroentitlements until such confirmation is received. Accordingly, where a duly signed Deposit report for a Euroentitlement is received by 4.00 pm on a Business Day, the Euroentitlement will be available for Transactions one Business Day (for the System) after the Business Day (for the relevant Clearance and Settlement System) on which the transfer of the related Eurosecurity occurs, otherwise they will be available on the following Business Day.

### **8.6.1 Notification of change in respect of Deposited Non-Paper Security**

- (a) For the purpose of Regulation 8.6.1(a), the prescribed procedure for notification to Austraclear is as follows:
- (i) the issuer or Issuer's Representative must complete the form published by Austraclear on the ASX Online website (<https://www.asxonline.com/>) titled "Notification of proposed change in respect of Deposited Non-Paper Security";
  - (ii) the completed form must be signed in accordance with the instructions set out on the form; and
  - (iii) the issuer or Issuer's Representative must lodge the form with Austraclear using the method set out on the form at least 5 Business Days before the proposed effective date of the proposed change.
- (b) For the purpose of Regulations 8.6.1(b) and 8.6.1(c), the prescribed procedure for notification to Austraclear is as follows:
- (i) the issuer or Issuer's Representative must complete the form published by Austraclear on the ASX Online website (<https://www.asxonline.com/>) titled "Post-change notification and certification in respect of Deposited Non-Paper Security";
  - (ii) the completed form must be signed in accordance with the instructions set out on the form; and
  - (iii) the issuer or Issuer's Representative must lodge the form with Austraclear using the method set out on the form not later than 5 Business Days after the effective date of the change.

### **8.6.2 Notification to correct erroneous information in respect of Deposited Non-Paper Security**

For the purpose of Regulation 8.6.2, the prescribed procedure for notification to Austraclear is:

- (a) the issuer or Issuer's Representative must complete the form published by Austraclear on the ASX Online website (<https://www.asxonline.com/>) titled "Notification to correct erroneous information in respect of Deposited Non-Paper Security";
- (b) the completed form must be signed in accordance with the instructions set out on the form; and
- (c) the issuer or Issuer's Representative must lodge the form with Austraclear using the method set out on the form within 5 Business Days from the date that the issuer becomes aware of the existence of erroneous information of the kind referred to in Regulation 8.6.2.

Introduced 01/07/21



## 8A. DEPOSIT OF DEMATERIALISED SECURITIES

### 8A.1 Procedure for Depositing Dematerialised Securities

For the purposes of Regulation 8A.1, the prescribed procedure for Depositing a Dematerialised Security is:

- (a) a Participant must Enter the following data (as applicable to the type of Security) for each Deposit:
- (i) instrument (i.e. Security) type (ie. EBA, ECD or EPN);
  - (ii) *issue date* (may be amended);
  - (iii) maturity date;
  - (iv) unit face value;
  - (v) non fungible instrument units (number of Securities in the line);
  - (vi) *face value*;
  - (vii) Security Sub-Account (will default to *House* if not completed);
  - (viii) drawer;
  - (ix) issuer/acceptor;
  - (x) prime name;
  - (xi) payee;
  - (xii) place payable (which must include the name of the paying agent who must be either a Participating Bank or the Depositing Participant);
  - (xiii) comments/notes; and
  - (xiv) description, including:
    - (A) any special conditions in terms of Regulation 8A.4;
    - (B) limitations on the liability of any party to the Security, (e.g., "Without Recourse to Drawer");
    - (C) continuation of data greater in length than its field size (e.g. "Drawer"); and
    - (D) any other distinguishing marks
      - (1) In the case of EBAs a line must consist of Securities of which the drawer, acceptor, payee, amount and maturity date are identical.
      - (2) In the case of ECDs or EPNs a line must consist of Securities of which the issuer, amount, maturity date and place payable are identical.
      - (3) In the case of ECDs or EPNs the minimum face value of each Security must be \$50,000.
      - (4) A line may consist of only one Security.
      - (5) Once the Security has been Deposited, the System will allocate an ISIN/Austraclear number to the Security.

Before the Dematerialised Security is accepted for Deposit in the System, the Participant must confirm Deposit by Entering an authorisation.

### 8A.2 Deposit by Associate Participants

For the purposes of Regulation 8A.2, subject to the approval of the Committee and any conditions imposed by the Committee, the prescribed procedure is that an Associate Participant may Deposit a Dematerialised Security in the System in accordance with Paragraph 8A.1.

### 8A.3 Number of days prior to maturity date

For the purposes of Regulation 8A.3.2(b), the minimum number of days until maturity for a Dematerialised Security is four calendar days.

**8A.4 Restrictions concerning Dematerialised Securities**

Refer to Paragraph 8A.1(a)(xiv) and the paragraphs following that Paragraph.

## 9. PLEDGES

### 9.1.01 Entry of Pledge on a Paper Security

For the purposes of Regulation 9.1, the prescribed information to be Entered to identify a Paper Security to be Pledged is:

- (a) by the Pledgor:
- (i) ISIN/Austraclear number;
  - (ii) counterparty Participant mnemonic;
  - (iii) *issue date, maturity date, face value*;
  - (iv) non fungible instrument units (number of Securities);
  - (v) Rate/Public Comments (Encumbrance rate);
  - (vi) Pledge volume (Encumbrance value);
  - (vii) (Explanatory Note: "volume" may be a number of units or a monetary value)
  - (viii) Nominated Cash Record (Nominated Account) (if to be settled in the System);
  - (ix) *Security Sub-Account (House Security Sub-Record)*;
  - (x) comments/notes; and
- (b) by the Pledgee:
- (i) ISIN/Austraclear number (select from available Securities);
  - (ii) *counterparty Participant Mnemonic, issue date, maturity date, face value, non fungible instrument units (number of Securities), Rate/Public Comments (Encumbrance rate), Pledge volume (Encumbrance value)*;
  - (iii) (Explanatory Note: "volume" may be a number of units or a monetary value)
  - (iv) Nominated Cash Record (Nominated Account) (if to be settled in the System);
  - (v) Sub-Account (Security Sub-Record) (if other than House is required);
  - (vi) comments/notes; and

### 9.1.02 Entry of Pledge on a Non-Paper Security or a Euroentitlement

For the purposes of Regulation 9.1, the prescribed information to be Entered to identify a Non-Paper Security or a Euroentitlement to be Pledged is:

- (a) by the Pledgor:
- (i) Maturity Date (if stock is to be selected on this basis);
  - (ii) ISIN/Austraclear number (input, or select from stock listed by Maturity Date as in Paragraph (i), or select from available securities, but securities may only be Pledged from the House Security Sub-Account (House Security Sub-Record);
  - (iii) *Series, Instrument (Security type), description, annual interest rate (coupon rate), volume (portfolio face value)*;
  - (iv) (Explanatory Note: "volume" may be a number of units or a monetary value)
  - (v) counterparty Participant mnemonic;
  - (vi) *face value* (may be overtyped);
  - (vii) Rate/Public Comments (Encumbrance rate);
  - (viii) *consideration* (may be overtyped);
  - (ix) Nominated Cash Record (Nominated Account) (if to be settled in the System);
  - (x) *Sub Account (House Security Sub-Record)*; and
  - (xi) comments/notes.
- (b) by the Pledgee:

- (i) ISIN/Austraclear number (select from available Securities);
- (ii) Sub Account (Security Sub-Account) (will default to *House* if not completed);
- (iii) Nominated Cash Record (Nominated Account) (if to be settled in the System);
- (iv) comments/notes; and
- (v) *all other data in Paragraph (a)*.

### 9.1.03 Entry of Pledge on a Dematerialised Security

For the purposes of Regulation 9.1, the prescribed information to be Entered to identify a Dematerialised Security to be Pledged is the same as that required to be Entered to identify a Paper Security to be Pledged under Paragraph 9.1.01.

### 9.6.01 Release of Pledge on Paper Security

For the purposes of Regulation 9.6, the prescribed information to be Entered to release a Pledge on a Paper Security is:

- (a) by the Pledgor:
  - (i) ISIN/Austraclear number (select from available Securities);
  - (ii) *counterparty Participant mnemonic, issue date, maturity date, / face value*;
  - (iii) Rate/Public Comments (Encumbrance rate);
  - (iv) loan amount;
  - (v) Nominated Cash record (Nominated Account) (if to be settled in the System);
  - (vi) *Sub Account (House Security Sub-Record)*;
  - (vii) comments/notes.
- (b) by the Pledgee:
  - (i) ISIN/Austraclear number (select from available Securities);
  - (ii) Sub Account (Security Sub-Record) *Entered as in Paragraph 9.1.01(b)(iv)*; and
  - (iii) *all other data in Paragraph (a)*.

### 9.6.02 Release of Pledge on a Non-Paper Security or a Euroentitlement

For the purposes of Regulation 9.6, the prescribed information to be Entered to release a Pledged Non-Paper Security or a Pledged Euroentitlement is:

- (a) by the Pledgor:
  - (i) ISIN/Austraclear number (input, or select from available Securities);
  - (ii) *Series, Instrument (Security type), description, counterparty Participant mnemonic, Pledge date (Encumbrance date), annual interest rate (coupon rate), maturity date, volume (face value of holding)*;
  - (iii) *face value* (may be overtyped);
  - (iv) Rate/Public Comments (Encumbrance rate);
  - (v) *consideration* (may be overtyped);
  - (vii) Nominated Cash Record (Nominated Account) (if to be settled in the System);
  - (viii) *Sub Account (Security Sub-Record)* (as recorded in the System); and
  - (ix) comments/notes.
- (b) by the Pledgee:
  - (i) ISIN/Austraclear number (select from available securities);
  - (ii) *Sub Account (Security Sub-Record) Entered as in Paragraph 9.1.02(b)(ii)*;

- 
- (iii) Nominated Cash Record (Nominated Account) (if to be settled in the System);
  - (iv) comments/notes; and
  - (v) *all other data in Paragraph (a).*

### **9.6.03 Release of Pledge on a Dematerialised Security**

For the purposes of Regulation 9.6, the prescribed information to be Entered to release a Pledged Dematerialised Security is the same as that required to be Entered to release a Pledged Paper Security under Paragraph 9.6.01.

### **9.8 Presentment of Pledged Paper Security**

For the purposes of Regulation 9.8, presentation of a Pledged Paper Security is as prescribed in Regulation 11.2.03.

## 10. WITHDRAWALS

### 10.1 Right to Withdraw

10.1(d) For the purposes of Regulation 10.1(d), a Euroentitlement must not be Withdrawn during the period in which a dealing in respect of it may not be Entered pursuant to Regulation 12.1(b).

#### 10.1.01 Time for Withdrawing Securities

- 10.1.01(a) For the purpose of Regulation 10.1.01(a) Austraclear determines the time to be 4:00pm on the Business Day prior to maturity of that Security.
- 10.1.01(b) For the purpose of Regulation 10.1.01(b) Austraclear determines the time to be 3.30 pm on the Business Day prior to the earlier of:
- (i) the commencement of any period during which the issuer's registry for that Security is closed prior to maturity of that Security; and
  - (ii) the maturity date of that Security.
- 10.1.01(c) For the purpose of Regulation 10.1.01(c) Austraclear determines the time to be 4.00 pm on the Business Day prior to maturity of the Security.
- 10.1.01(d) For the purpose of Regulation 10.1.01(d) Austraclear determines the time to be 5.00 pm on the Business Day prior to the earlier of:
- (i) the commencement of any period during which the rules of the Clearance and Settlement System in which the related Eurosecurity held to Austraclear's account prohibit the recording of a transfer of that Eurosecurity in that system; and
  - (ii) the final payment date for that Security.

To meet the prior Business Day requirement set out above, Austraclear determines that the Participant must give relevant instructions two Business Days (for the purposes of the System) prior to the earliest date referred to above.

#### 10.1.02 Procedures for Withdrawals

- 10.1.02(a) For the purpose of Regulation 10.1.02(a) Austraclear determines that the certificate of Withdrawing Participant be in the following form:  
"We certify that we have given the irrevocable instructions referred to in Regulation 10.1.02(g)(i)."
- 10.1.02(b)(i) For the purpose of Regulation 10.1.02(b)(i) (Withdrawing Non-Paper Security) Austraclear determines that the T&A Form must be completed in the following manner:
- (i) the Withdrawing Participant, or a related company (as previously notified to Austraclear) must be the transferee and Austraclear the transferor;
  - (ii) the transferee must have validly executed the T&A form; and
  - (iii) details on the T&A form must agree with those on the Withdrawal report;
- 10.1.02(c)(ca) For the purpose of Regulations 10.1.02(c)(ca) (receipt of request for Withdrawal of a Paper Security after the prescribed time), the prescribed times are:

Where a request for Withdrawal of a Paper Security is received after 3.30pm on a Business Day, the Security will be available after 10.00am the next Business Day.

- 10.1.02(c)(cb) For the purpose of Regulations 10.1.02(c)(cb) (receipt of request for Withdrawal of a Paper Security before the prescribed time) where a request for Withdrawal of a Paper Security is received before 3.30 pm on a Business Day, the Security will be available within two hours on that same Business Day.
- 10.1.02(d)(da) For the purpose of Regulation 10.1.02(d)(da) (Non-Paper Securities same day processing) the prescribed time is 3:30pm on any Business Day.
- 10.1.02(e)(i) For the purpose of Regulation 10.1.02(e)(i) (Withdrawing a Dematerialised Security) the prescribed time is three (3) hours.
- 10.1.02(e)(ea) For the purpose of Regulation 10.1.02(e)(ea) (request for Withdrawal of Dematerialised Security) the prescribed time is 1:00pm and the prescribed period is three (3) hours.
- 10.1.02(e)(eb) For the purpose of Regulation 10.1.02(e)(eb) (request for Withdrawal of Dematerialised Security) the prescribed times are 1:00pm on a Business Day and 10:00am the next Business Day.
- 10.1.02(h)(ha) For the purpose of Regulation 10.1.02(h)(ha) (Withdrawal of Euroentitlement) the prescribed time is 4:00pm.

## 10.2 Other Withdrawal – Mandatory (all Securities)

### (1) Default or other event affecting Securities

For the purposes of Regulation 10.2, the following circumstances are prescribed as circumstances in which a Participant **must** Withdraw a Security even if one or more of Regulations 10.1(a), (c) or (d) apply:

- (a) either:
  - (i) an Insolvency Event occurs with respect to the Obligor in relation to the Security; or
  - (ii) having regard to its obligations as the holder of a CS facility licence under Part 7.3 of the Corporations Act, Austraclear considers it is desirable to remove the Security from the System; or
  - (iii) an event occurs which in Austraclear's opinion is likely in future to result in the Paying Agent failing to effect a payment in relation to the Security when it is due to be made; or
  - (iv) the Obligor in relation to the Security is a party to legal proceedings in connection with the obligations of the Obligor with respect to the Security or the variation of any terms of the Security; and
- (b) Austraclear has given notice to the Owners of the Security that they must Withdraw the Security.

For the purposes of this part of Procedure 10.2:

**Insolvency Event** means, in respect of the Obligor in relation to a Security, any of the following events:

- (A) the Obligor becomes a Chapter 5 body corporate within the meaning of the Corporations Act;

- (B) a person takes control of the Obligor or any substantial part of its business or property because the Obligor is, or is likely to become, insolvent;
- (C) the Obligor takes or seeks to take advantage of any bankruptcy, insolvency, reorganisation, moratorium or other similar law of any jurisdiction; or
- (D) any event occurs in respect of the Obligor which under the laws of any jurisdiction is analogous to any of the events described in paragraph (A), (B) or (C).

**Obligor** means, in relation to a Security, the issuer of the Security or a guarantor of any obligations of the issuer with respect to the Security.

## **(2) Participant ceases to be eligible to hold Deposited Securities through the System**

For the purposes of Regulation 10.2, the following circumstances are prescribed as circumstances in which a Participant **must** Withdraw a Security even if one or more of Regulations 10.1(a), (c) or (d) apply:

- (a) the Committee has directed the Participant to make other arrangements for holding Deposited Securities through the System under Regulation 17.2(a3);
- (b) the Participant has failed to comply with the direction within the time specified by the Committee; and
- (c) the Committee has given notice to the Participant that it must Withdraw the Security.

Introduced 19/09/08 Amended 12/03/09, 01/01/17, 07/08/17, 24/01/22

### **10.2.01 Other Withdrawal – Voluntary – [Deleted]**

Deleted 19/09/08

### **10.2.02 Other Withdrawal – Mandatory (Euroentitlements)**

- 10.2.02(a) For the purpose of Regulation 10.2.02(a) (operator requires Austraclear to take delivery of Eurosecurity) the prescribed time is 3:30pm one Business Day prior to the specified day.
- 10.2.02(b) For the purpose of Regulation 10.2.02(b) (issue of further securities) the prescribed time is 3.30 pm one Business Day prior to the day on which the terms and conditions provide for the determination of the persons to receive the further securities (whether by exercise of rights or otherwise).
- 10.2.02(c) For the purpose of Regulation 10.2.02(c) (related Eurosecurity ceases to be a Eurosecurity) the prescribed time is 3.30 pm on the same Business Day that the related Eurosecurity ceases to be a Eurosecurity.
- 10.2.02(d) For the purpose of Regulation 10.2.02(d) (Eurosecurity partial redemption notice) the prescribed time 3.30 pm one Business Day prior to the date on which the allocation is to be made of the Eurosecurities of that series which are to be redeemed.

Amended 19/09/08



## 11. PAYMENTS AND PRESENTMENT

### 11.0.03 Payment of interest and other amounts for Non-Paper Securities, processed through the System

- 11.0.03(c) For the purpose of Regulation 11.0.03(c), in the event that interest rates are negative, Austraclear will only effect the payment of interest due from the Owner of a Non-Paper Security to an issuer or its Paying Agent upon the receipt of an instruction from an issuer, its Paying Agent or the Owner.

Amended 01/07/21

### 11.1 Interest on Non-Paper Securities

- 11.1(b) For the purpose of Regulation 11.1(b), in the event that interest rates are negative, Austraclear will only effect the payment of interest due from the Owner of a Deposited Non-Paper Security to an issuer or its Paying Agent upon the receipt of an instruction from an issuer, its Paying Agent or the Owner.

Amended 30/06/20, 01/07/21

### 11.1.01 Interest on Non-Paper Securities and Euroentitlements

- 11.1.01(e) For the purpose of Regulation 11.1.01(e) the prescribed time is 3:00pm.

### 11.2 Presentment of Paper Securities and Dematerialised Securities

- 11.2(b) For the purposes of Regulation 11.2(b) (Presentment of Paper Securities & Dematerialised Securities), the prescribed time at which a Paper Security must not be Pledged on its due date is 12.30 pm; and the prescribed time at which a Dematerialised Security must not be Pledged on its due date is 12.30 pm.

- 11.2.01(a) For the purpose of Regulation 11.2.01(a) (Presentment of Paper Securities) the prescribed time is 4.00 pm on the Business Day before the maturity date.

- 11.2.01(b) For the purpose of Regulation 11.2.01(b) (Presentment of Paper Securities) the prescribed time is the close of business on the Business Day before the maturity date.

- 11.2.02(b) For the purpose of Regulation 11.2.02(b) (Manner of Presentment of Deposited Paper Securities - electronic presentation) the prescribed information is:

- (a) ISIN/Austraclear number;
- (b) Participant mnemonic and name of the current Owner; and
- (c) total face value.

- 11.2.03(c) For the purpose of Regulation 11.2.03(c) (list Paper Securities previously Pledged maturing that day) the prescribed time is 12:30pm.

- 11.2.05(a) For the purpose of Regulation 11.2.05(a) (Presentment of Dematerialised Security for payment) the prescribed time is 4.00 pm on the Business Day before the maturity date

- 11.2.05(b) For the purpose of Regulation 11.2.05(b) (Deposit of Dematerialised Security) the prescribed time is the close of business on the Business Day before the maturity date.
- 11.2.06 For the purpose of Regulation 11.2.06 (Manner of Presentment of Deposited Dematerialised Securities) the prescribed information is:
- (a) ISIN/Austraclear Number;
  - (b) Participant mnemonic and name of the current Owner; and
  - (c) total face value.
- 11.2.07(c) For the purpose of Regulation 11.2.07(c) (list Dematerialised Securities previously Pledged maturing that day) the prescribed time is 12:30pm.

### **11.3 Payment for Securities other than Euroentitlements**

- 11.3.01(a) For the purpose of Regulation 11.3.01(a) (payment in respect of Deposited Non-Paper Security) the prescribed time is the close of Business on the Business Day immediately preceding the due date for a payment of principal in respect of the Security.
- 11.3.02(a)(i) For the purpose of Regulation 11.3.02(a)(i) (payment for Presented Paper Securities – confirmation by Bank Paying Agent) the prescribed time is 3:00pm.
- 11.3.02(b)(i) For the purpose of Regulation 11.3.02(b)(i) (payment for Presented Paper Securities – confirmation by Non-Bank Paying Agent) the prescribed time is 3:00pm.
- 11.3.03(b) For the purpose of Regulation 11.3.03(b) (payment for Non-Paper Securities and Euroentitlements – confirmation by Paying Agent) the prescribed time is 3:00pm.
- 11.3.05(a) For the purpose of Regulation 11.3.05(a) (release of Pledge on Non-Paper Security or Euroentitlement) the prescribed time is the close of business on the Business Day prior to the due date for final payment in respect of the Security.
- 11.3.06(b) For the purpose of Regulation 11.3.06(b) (payment for Presented Dematerialised Securities – confirmation by Paying Agent) the prescribed time is 3:00pm.

### **11.4 Payments and other rights under Euroentitlements**

- 11.4.02(b) For the purpose of Regulation 11.4.02(b) (exercise of rights under Euroentitlements – receipt of instructions from Owner) the prescribed time is 3.30 pm on the Business Day prior to the date on which the terms and conditions and rules referred to in that Paragraph require.
- 11.4.02(d) For the purpose of Regulation 11.4.02(d) (new Eurosecurity arising from exercise of rights – receipt of Deposit report for related Euroentitlement) the prescribed time is 3.30 pm on the same Business Day as Austraclear is required to take delivery of the related new Eurosecurity.
- 11.4.03(b) For the purpose of Regulation 11.4.03(b) (Euroentitlement voting rights – receipt of instructions) the prescribed time is 3.30 pm on the Business Day prior to the date on which the terms and conditions and rules referred to in Regulation 11.4.03(a) require.

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## 11.6 Reporting to Taxation Authorities

For the purposes of Regulation 11.6, Austraclear prescribes the following information as information that Austraclear may report to the Australian Taxation Office from time to time:

- (i) in respect of each payment of interest for each Lodged Euroentitlement, the name and address of the Participant whose Cash Record is credited with such an amount, the amount so credited and the date on which it is so credited;
- (ii) such information as is required for Austraclear to comply with its obligations as an investment body under the Income Tax Assessment Act 1936 (Cth); and
- (iii) such information as is required for Austraclear to comply with its obligations as a Reporting Financial Institution under the FATCA Agreement and the CRS in accordance with the Taxation Administration Act 1953 (Cth).

Amended 25/08/14, 01/01/17

## 12. TRANSACTIONS

### 12.5 Entering of Non-Paper Security transactions, Dematerialised Security transactions and Euroentitlement transactions

For the purposes of Regulation 12.5(c)(iii), the prescribed time on the Settlement Date is the same time as that prescribed in Paragraph 14.4.

Introduced 1/03/21

### 12.9 Foreign Exchange Transactions

#### 12.9.1 Entering of Foreign Exchange Transactions

For the purpose of Regulation 12.9.1(e), the following currencies may be delivered and received through the System:

- (a) Australian Dollars

Introduced 01/12/15

### 12.10 Forward Transactions

#### 12.10.1 Types of Forward Non-Delivery Transactions

For the purposes of Regulation 12.10.1(a), the following types of Forward Non-Delivery Transactions are determined:

- (a) N/A.

Introduced 01/12/15

#### Settlement Value, Specified Value and Reference Rates

For the purpose of Regulation 12.10.2 (Forward Transactions) Austraclear determines that:

- (a) Except as indicated in paragraph (1) below, the Specified Value for an FRA will be calculated in accordance with the details recorded in the System in respect of that Transaction and the Settlement Value on the Settlement Date of an FRA will be calculated using the Bank Bill Swap Reference Rate ("**BBSW**" (average)) quoted by Reuters at 10.10 am on the Settlement Date on the following basis:

the rate quoted by Reuters for	will cover transactions for Securities having tenors of
- 1 month bills	15 - 45 days
- 2 month bills	46 - 75 days
- 3 month bills	76 - 105 days
- 4 month bills	106 - 135 days
- 5 month bills	136 - 165 days
- 6 month bills	166 - 195 days

- (b) The amount payable by one Participant to another Participant under an IRS on a Settlement Date is determined by the Specified Value (where one of the rates specified in the recorded details of the

IRS is a recorded fixed rate), being calculated by reference to that recorded fixed rate and, if neither of the rates specified in the recorded details of the IRS is a recorded fixed rate but is a System rate, by reference to that System rate. If neither of the rates is a recorded fixed rate or a System rate, Austraclear may determine which of the rates specified in the recorded details of the IRS is to be used in calculating the Specified Value. The rate specified in the recorded details of the IRS which is not used in calculating the Specified Value must be used to calculate the Settlement Value.

- (c) Where the rate used to calculate either the Specified Value or the Settlement Value for a Settlement Date in respect of an IRS is a System rate, the rate used will be the relevant rate as quoted by Reuters at 10.10 am on the Settlement Date on the following basis:
- (i) if the System index for the IRS is BBSW (average); or
  - (ii) if the System index for the IRS is BBSY (for which Participants may Enter "Mid"; "Bid"; or "Offer");
  - (iii) :-

the rate quoted by Reuters for	will cover transactions for Securities having tenors of
- 1 month bills	15 - 45 days
- 2 month bills	46 - 75 days
- 3 month bills	76 - 105 days
- 4 month bills	106 - 135 days
- 5 month bills	136 - 165 days
- 6 month bills	166 - 195 days

- (1) Austraclear reserves the right to postpone the recording of the Cash Elements of Settlements of FRAs, and IRSs until the Business Day next succeeding the relevant Settlement Date.

### 12.10.3 Forward Transactions – Amendment of Particulars (Variation of Forward Transactions)

For the purposes of Regulation 12.10.3, the following is prescribed:

Any particular of a Forward Transaction, except:

- (a) the trade type; or
- (b) the names of the parties to the Transaction, may be varied by both parties to the Transaction Entering matching entries (in the case of IRSs by each party individually Entering the specific details of those matching entries and confirming the details so Entered by the other party) up until:
  - (c) for Forward Delivery Transactions - 5.00 pm on the Business Day next preceding the settlement date;
  - (d) for FRAs - the close of business on the Business Day next preceding the settlement date; and
  - (e) for IRSs - in respect of each Settlement Date, the close of business on the Business Day next preceding that Settlement Date.

### 12.10.7 Settlement of Forward Transactions

For the purposes of Regulation 12.10.7(a)(i), the prescribed time is 12:00 noon on the Settlement Date.

### **12.10.8 Obligations in relation to Forward Transactions**

For the purpose of Regulation 12.10.8 (Obligations in relation to Forward Transactions) the prescribed time is 6:00 pm on the Business Day next preceding the Settlement Date.

### **12.11 Entering of RBA Manual Repos**

For the purposes of Regulation 12.11 (Entering RBA Manual Repos) , in relation to the Entering of a RBA Manual Repo a Participating Bank must Enter the following details for particular Securities the subject of the RBA Manual Repo:

Issuer;  
Series;  
Face Value;  
Cash Record (Bank Account); and  
ISIN/Austraclear number.

### **12.12 Entering of Market Repos**

For the purposes of Regulation 12.12 (Entering Market Repos), in relation to the Entering of a Market Repo a Participant must Enter the following details for particular Securities the subject of the Market Repo:

- (a) Issuer;
- (b) Series;
- (c) Counterparty;
- (d) Face Value;
- (e) Deal Date;
- (f) 1<sup>st</sup> Transaction Date;
- (g) 2<sup>nd</sup> Transaction Date;
- (h) Cash Rate (contract rate);
- (i) Margin Ratio;
- (j) Yield;
- (k) Consideration;
- (l) Unwind Consideration;
- (m) Cash Record (Bank Account); and
- (n) any other information required by the System.

Amended 1/03/21

## **13. NOMINATED ACCOUNT AND DEBIT CAP**

### **13.1 Nominated Clearing Branch**

For the purposes of Regulation 13.1, a change of a Nominated Clearing Branch will take effect on the next Business Day after Austraclear receives the notice of change.

### **13.2 Details of Nominated Account**

For the purposes of Regulation 13.2:

- (a) the prescribed particulars of each Nominated Account to be given by a Participant for each Sub-Participant are the:
  - (i) name of the Participating Bank;
  - (ii) name and B/S/B number of the Participating Bank branch;
  - (iii) name of the Nominated Account; and
  - (iv) number of the Nominated Account;

Amended 22/08/07

- (b) the prescribed form of consent is any form the Committee approves.

The current prescribed form is published by Austraclear on the ASX Online website (<https://www.asxonline.com/>) and titled "Deed of Consent for use of Nominated Account"..

Amended 15/09/21

**DEED OF CONSENT FOR USE OF NOMINATED ACCOUNT (Deleted)**

Deleted 15/09/21



## **14. SETTLEMENT**

### **14.4 Unsettled Value Transactions (Australian Currency)**

For the purposes of Regulations 12.5(c)(iii), 14.4, 14.6, 15.5, 15.6, 15.7, 16.4 and 16.5 the time on any Business Day is 5.17 pm or any subsequent time notified by the Reserve Bank.

Amended 25/07/14, 1/03/21

### **14.4A Unsettled Value Transactions (Foreign Currency)**

For the purposes of Regulation 14.4A, the time on any Business Day is 7.00pm AEST/ 9.00pm AEDT.

Introduced 25/07/14

### **14.5 Daily Foreign Currency Reports**

- (a) For the purposes of Regulation 14.5(a), the time on any Business Day is 9.15am or such earlier time agreed with the Foreign Currency Settlement Bank.
- (b) For the purposes of Regulation 14.5(b), the time on any Business Day is 7.00pm AEST/ 9.00pm AEDT.

Introduced 25/07/14

### **14.6 Linked Settlement**

For the purposes of Regulation 14.6(c), the prescribed time on the Settlement Date is the same time as that prescribed in Paragraph 14.4.

Introduced 1/03/21

## **15. CASH ELEMENTS – RITS SETTLEMENT**

### **15.5 Cash Element Bank Managed – Intrabank**

For the purposes of Regulation 15.5, the time for Austraclear to receive a message from the Participating Bank that the Cash Element is Settled is as set in Paragraph 14.4.

### **15.6 Cash Limit Permitted – Interbank**

For the purposes of Regulation 15.6, the time for Austraclear to receive a message from RITS is as set out in Paragraph 14.4.

### **15.7 Cash Element Bank Managed – Interbank**

For the purposes of Regulation 15.7, the time for Austraclear to receive a message from RITS is as set out in Paragraph 14.4.

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## **16. CASH ELEMENTS - NET END-OF-DAY SETTLEMENT**

### **16.2 Methods of Settlement**

For the purposes of Regulation 16.2(c), the prescribed kinds of Cash Elements and the manner in which the Cash Element is to be dealt with are:

- (a) the Cash Elements of Transactions to be Settled in respect of Australian Securities Exchange Limited 90 day bank bills delivery which, when the Transaction is Entered, can only be nominated for Immediate Settlement; and
- (b) the Cash Elements of Funds Transfers which are dealt with in accordance with Regulation 12.13(a).

Amended 01/08/10

#### **16.4.01 Report**

For the purposes of Regulation 16.4(a), the prescribed time by which Austraclear must make the report available is promptly after the time set out in Paragraph 14.4.

#### **16.4.02 Details of Cash Transactions**

For the purposes of Regulation 16.4(b):

- (a) the prescribed time is 4.28 pm; and
- (b) the prescribed particulars of each Cash Transaction to be made available are:
  - (i) details of the relevant Security as shown in the Security Record of the Participant;
  - (ii) the type of Transaction;
  - (iii) the time that the Transaction was first reported to Austraclear;
  - (iv) the other party to the Transaction; and
  - (v) the amount of the Cash Element.

#### **16.5 Time for Multilateral Netting**

For the purposes of Regulation 16.5(a), the prescribed time after which Austraclear or the Reserve Bank must undertake the set-off is the same time as that prescribed in Paragraph 16.4.01.

#### **16.6 Time for Revised Settlement**

For the purposes of Regulation 16.6(d), the prescribed Revised Settlement time is any time notified by the Reserve Bank.

## 17. SECURITY RECORDS

### 17.2(a) Eligibility for authorisation to hold Deposited Securities

For the purposes of Regulation 17.2(a), and in addition to any other eligibility requirements prescribed by Austraclear from time to time, a Participant shall not be eligible to hold Deposited Securities through the System unless it:

- (a) (where the FATCA Agreement is applicable) (i) is a Financial Institution, or (ii) is not a Specified U.S. Person or a Passive NFFE with one or more Controlling Persons that are Specified U.S. Persons;
- (b) (where the CRS is applicable) is not a Reportable Person or a Passive NFE with one or more Controlling Persons that are Reportable Persons; and
- (c) has certified the matters in paragraph (a) and (b) (as applicable) in a form acceptable to Austraclear.

In this Procedure 17.2(a):

- (d) (where the FATCA Agreement is applicable) the terms “Specified U.S Person”, “Passive NFFE” and “Controlling Person” have the meanings given to them in the FATCA Agreement;
- (e) (where the CRS is applicable) the terms “Passive NFE” and “Controlling Person” have the meanings given to them in the CRS.

Introduced 01/01/17

### 17.2(c) Creation of Security Sub-Accounts

For the purposes of Regulation 17.2(c), if a Participant wishes to create a Security Sub-Account other than the House Security Sub-Account for a Sub-Participant, it may be done by the Participant Entering the designation of each Security Sub-Account (which must distinguish it from any other Security Sub-Account of that Sub-Participant) and other desired data as provided for in the System.

Amended 22/08/07

### 17.2(c) Maintenance of Security Sub-Accounts

For the purposes of Regulation 17.2(c), if a Participant wishes to amend any of the data relating to a Security Sub-Account or to delete any of the data relating to a Security Sub-Account other than the House Security Sub-Account, it may be done by the Participant Entering such amendment or deletion.

## 17.3 Deposits

For the purposes of Regulation 17.3, if a Participant wishes to Deposit a Security into a Security Sub-Account other than the House Security Sub-Account, it may be done by the Participant Entering the appropriate Security Sub-Account designation when Entering the Deposit.

#### **17.4 Transactions**

For the purposes of Regulation 17.4, if a Participant wishes to have a Security, the result of a Transaction, recorded in a Security Sub-Account other than the House Security Sub-Account, it may be done by the Participant Entering the appropriate Security Sub-Account designation when Entering the Transaction.

#### **17.5 Transfer of Securities within a Security Record**

For the purposes of Regulation 17.5, a Participant may remove a Security from one Security Sub-Account to another Security Sub-Account of the same Security Record by Entering the details.

## 18. AUDIT OF THE SYSTEM

### 18.3 Auditor's Annual Report

For the purposes of Regulation 18.3:

- (a) the form is any form the Committee approves; and
- (b) the time is 30 days.
- (c) The audit by the Auditor addresses the information technology internal control procedures designed and maintained by Austraclear. It should be recognised that because of inherent limitations in any internal control structure, errors or irregularities may occur and not be detected. Internal control procedures that are the responsibility of, or undertaken by, Participants are not reviewed. A large number of such procedures, particularly in the areas of logical access security and disaster recovery, are critical in satisfying the Austraclear control objectives. The effectiveness of these procedures should be considered by Participants and their auditors when reviewing the audit report in order to determine whether the stated control objectives are achieved. Examples of these procedures are:
  - (A) A data risk management policy should exist and be communicated to all staff who use the System. The policy should include statements addressing the following:
    - (i) any conditions under which a user is granted access to the System;
    - (ii) good password practices (refer below);
    - (iii) measures considered prudent to prevent attack from a virus;
    - (iv) the use of unauthorised software on the Participants' computer facilities is prohibited; and
    - (v) the software copyright restrictions must be strictly adhered to.
  - (B) The data risk management policy should also address good password practices including not sharing passwords, using passwords that are not easily guessable and changing passwords periodically.
  - (C) A formal authorisation process should exist to grant new rights to and amend the rights of a user to access the System. This process should include acceptance by the user of the conditions under which access is granted such as the terminal is only to be used for authorised purposes, and management should inform the user of the data risk management policy of the Participant. The level of access granted to a user should be the minimum necessary for that user to do their job and this level of access should be approved by the user's manager. The access request process should include procedures to deal with:
    - (i) the reporting on and actions taken to address attempted security breaches;
    - (ii) actual breaches that may occur including the reporting of any such breaches to Austraclear;
    - (iii) the deletion of a user's access rights to the computer when staff leave the organisation;
    - (iv) the review and follow-up of repeated attempts to access the System; and
    - (v) the periodic review of access rights to the computer for staff to confirm that they are appropriate.
  - (D) Participants should be aware that they are responsible for the data integrity of their databases. In this regard, they need to be aware of specific override and correction facilities that may be granted to users.
  - (E) The physical security of all devices that provide and support access to the computer should be considered.
  - (F) The abilities of Participants to re-establish services to and to use the System in the event of a disaster are reliant upon user personnel having a clear understanding of the strategies and procedures associated with disaster recovery. In particular Participants need to document and test their own procedures for dealing with disaster scenarios.

**18.4 Participant's Report by Austraclear**

For the purposes of Regulation 18.4, the form is either:

(a) as follows:

"As requested by your client [name to be inserted]

- we have conducted a physical count of Securities set out on the accompanying schedule held by Austraclear in safekeeping for your client. We agree security details to Austraclear records.

[OR]

- we have conducted a test check of Securities set out on the accompanying schedule held by Austraclear in safekeeping for your client. This test comprises X% in value of Securities listed on the accompanying schedule and we agree security details to Austraclear records.

We do not give any warranty as to the authenticity of title or pledges (encumbrances) against title."; or

(b) any other form the Committee may approve.

## **21. NOTICES**

### **21.2 Electronic forms of communication**

Pursuant to Regulation 21.2 Austraclear determines that:

- (a) Each Participant must establish an email address in relation to the Participant (including all its Sub-Participants) having an addressee who is able to forward important notices quickly to senior management of the Participant, and who is also able to process routine documents.
- (b) Each Participant must notify Austraclear of the details of the email address and the addressee established under (a) and ensure that the details so notified are kept up to date.
- (c) Austraclear may deliver an invoice either in the form of an email or as an attachment to an email.
- (d) Notwithstanding the requirements of Regulation 21.1, for the purpose of Regulation 2.7(c) (power to impose conditions on the Participant Status of a Participant) Austraclear may notify conditions either in the form of an email or as an attachment to an email.

Amended 22/08/07

### **21.6 Notices relating to Insolvency Events and Changes in Control and Security Record Eligibility**

For the purposes of Regulation 21.6, the persons are “General Manager Post Trade and Issuer Services Operations” and “Company Secretary, Austraclear Limited”.

Amended 22/08/07, 01/01/17



## **26 SOFTWARE LICENCE**

For the purpose of Regulation 26.6(h) (hours for ongoing support services) the prescribed times are 8.00 am to 5.00 pm Monday to Friday (Sydney time).

## 28. COLLATERAL MANAGEMENT SYSTEM

- 28.4(a) For the purpose of Regulation 28.4(a), a Collateral Management Agreement must include:
- (a) A provision, to the effect that if the Participant enters into arrangements with more than one Collateral Manager simultaneously each Collateral Manager may only transact in Securities which are not the subject of a transaction by another Collateral Manager of that Participant.
  - (b) A provision enabling the Collateral Manager to substitute Securities or Cash as Collateral.
  - (c) A provision authorising the Collateral Manager to do all things that a Participant could do, and to do things to the exclusion of the Participant where that is required by the Regulations.

Introduced 05/07/13 Amended 23/01/17

- 28.15 For the purposes of Regulation 28.15 the following prescriptions relate to Collateral Managers:

28.15(b) (Operating hours, system availability, system capacity and outage reporting)

For the purposes of Regulation 28.15(b):

- A Collateral Manager's system's operating hours must at least match those of Austraclear.
- A Collateral Manager must adjust its operating hours if Austraclear notifies the Collateral Manager by giving reasonable notice that such an adjustment is necessary or desirable.
- A Collateral Manager's service should be, with a high degree of confidence, available and operational for 99.9 per cent of the opening hours of Austraclear, or such other percentage of time as Austraclear notifies a Collateral Manager in writing.
- A Collateral Manager must ensure that the production, test and development environments and associated infrastructure are adequate, subject to appropriate capacity planning, and are capable of supporting anticipated peak capacity loads.

28.15 (c) (Operational Reliability and Business Continuity Arrangements)

For the purposes of Regulation 28.15(c), the minimum physical attributes required for a Collateral Manager's computer facility include having protection of all equipment against power surges or fluctuations, fully redundant air conditioning, a suitable fire detection and suppressant systems and appropriate physical security arrangements.

28.15(d) (Communication Links)

For the purposes of Regulation 28.15(d), a Collateral Manager must ensure communications equipment that provides critical communications links is duplicated to remove the possibility of any single point of failure.

For the purposes of this procedure, "critical communications links" includes but is not limited to links between the Collateral Manager and Austraclear, between primary and secondary sites, and between the Collateral Manager and any third party to whom it outsources critical functions or services.

#### 28.15(i) (Notifications)

For the purposes of Regulation 28.15(i), a Collateral Manager must immediately notify Austraclear of any significant operational outage or other significant service disruptions to the Collateral Manager's services.

#### 28.15(k) (Outsourcing)

For the purposes of Regulation 28.15(k), a Collateral Manager that proposes to outsource any part of its business as a Collateral Manager (including, without limitation, any gateway or other appropriate means of communicating messages), or to locate any of its personnel engaged in its business as a Collateral Manager (including, without limitation, system technical support or maintenance), outside Australia must:

- provide prior written notification to Austraclear including details of the proposed arrangements;
- obtain all necessary regulatory approvals from any relevant governmental agency or regulatory authority in Australia or elsewhere; and
- comply with the directions of Austraclear and any relevant governmental agency or regulatory authority in Australia concerning the supervision of the arrangements.

Introduced 05/07/13

## **29. FOREIGN CURRENCY SETTLEMENT**

### **29.2 Approval of Foreign Currencies**

For the purposes of Regulation 29.2, Austraclear approves the following Foreign Currencies:

- (a) Currency of the People's Republic of China (Renminbi);
- (b) United States Dollar.

Introduced 25/07/14 Amended 22/11/18

### **29.3 Approval of Foreign Currency Settlement Banks**

For the purposes of Regulation 29.3, Austraclear approves the following Foreign Currency Settlement Banks:

- (a) Bank of China Limited, Sydney Branch (ABN 29 002 979 955) in respect of the currency of the People's Republic of China (Renminbi);
- (b) JPMorgan Chase Bank N.A., Sydney Branch (ABN 43 074 112 011) in respect of the United States Dollar.

Introduced 25/07/14 Amended 22/11/18

## **SCHEDULE A (Deleted)**

Deleted 15/09/21

## **SCHEDULE B (Deleted)**

Deleted 01/07/21

## **SCHEDULE C1 (Deleted)**

Deleted 15/09/21

## **SCHEDULE C2 (Deleted)**

Deleted 01/07/21



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## **SCHEDULE D**

### **SECURITY AND ACCESS – PUBLIC KEY INFRASTRUCTURE PROCEDURE (Regulation 3.15)**

#### **1. AIM**

This procedure relates to the Austraclear PKI system and the procedures related to the issuance and management of Digital Certificates.

#### **2. ROLES**

##### **2.1 ENTITY**

Certificates are issued to Entities. An Entity represents:

A named person or user, or

An anonymous user, representing a group of users, an institution or location (for example, a group of end users working in shifts each occupying the same position but at different times of the day, using the same digital certificate – each end user being designated by the Password Administrator).

An Entity is identified through its Distinguished Name (DN) which is included in the Entity's Certificate. Certificates are stored in the Entity's Microsoft Windows Certificate Store or on the USB token or a Smartcard.

##### **2.2 CERTIFICATE USER**

A Certificate User is an application that uses a Certificate. An application can use the Certificate issued to a named or anonymous user.

A Certificate User uses the Private Key and the Certificate for authentication.

##### **2.3. END USER**

An End User representing an Entity is a person that manages the Certificate and the Private Key for the Entity in case the Entity is anonymous.

An End User performs the following activities:

Enrolling for a certificate

Managing the login account password

Managing the Private Key protection password

Ensuring the Private Key is protected

Authenticating the EXIGO CSD client to the server

Notifying the Password Administrator in case of a compromise or a loss of a Private Key or a password

##### **2.4. PASSWORD ADMINISTRATOR**

Password Administrator (PA) is a person who is responsible for administering the Participant's Certificates. PAs act as Austraclear contact persons for security issues related to the Austraclear PKI system. If a Participant changes a PA, Austraclear must be informed. Austraclear authenticates PA's requests using the EXIGO CSD application.

During Participant's registration, Austraclear creates two PAs as named Entities.

The activities of the PA related to the Austraclear PKI system include:

Identify and authenticate the applicants to receive Certificates

Provide them with the Passcode required for enrolment

Revoke compromised Certificates

Appoints End Users representing Entities

## 2.5. AUSTRACLEAR'S ROLE

Austraclear administers the Registration Authority (RA) hosted by Verisign Australia. The RA is responsible for registration of all Certificate Users as directed by the Password Administrator.

The RAs activities are:

Registering and revoking Certificate Users as directed by PAs

Identifying and authenticating PAs

Revoking PAs

Austraclear Certification Authority (CA) is operated by Verisign Australia. The CA issues and revokes Certificates. It also publishes the Certificate Revocation List.

## 3. CERTIFICATES

### 3.1 OVERVIEW

A Certificate identifies the owner of the included Public Key. Based on the issuance process Austraclear certifies that the owner is also in possession of the corresponding Private Key. The content of the Certificate is signed by the Austraclear CA and can be authenticated using the Austraclear CA Certificate.

### 3.2 FORMAT OF THE AUSTRACLEAR CERTIFICATE

Austraclear Certificates conform to the CCITT international standard X.509 v3 format and contain the following information:

#### Issuer

CN=Austraclear CA

O= Austraclear Limited

#### Distinguished Name

Organization = Austraclear

Organizational Unit = Austraclear

Organizational Unit = <Participant Id>

Organizational Unit = <Username>

Common Name = <firstname lastname>

Email Address = <name@domain>

#### Extensions

Key Usage

Digital Signature, Key Encipherment

Netscape Cert Type

SSL Client Authentication

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#### CRL Distribution Points

Distribution Point Name:

Full Name:

URL=http://crl.verisign.com.au/Austraclear/LatestCRL.crl

### **3.3 THE CERTIFICATE USE**

Austraclear Certificates can be revoked and renewed. They are used by the EXIGO CSD client software for the SSL client authentication. The Certificates are not stored in a central directory.

### **3.4 CERTIFICATE REVOCATION LIST**

Certificates that will no longer be used must be revoked. Details of Certificates that have been revoked are held in the Certificate Revocation List (CRL) which is stored on the Verisign Australia web site at:

<http://crl.verisign.com.au/Austraclear/LatestCRL>

The CRL is published daily. Austraclear maintains a local copy of the CRL and uses it whenever a Certificate is validated. The local copy of the CRL is cached and is updated at regular times. The maximum delay between the revocation request and the update of the local copy of the CRL is 24 hours.

### **3.4 PUBLIC AND PRIVATE KEYS**

Public and Private Keys are generated during the Certificate enrolment. The Public Key is included in the Certificate.

Private key Usage:

The Private Key is managed by the End User and is used exclusively by the Certificate User

The Private Key is encrypted and protected by the Windows user account or stored on a USB token or a Smartcard

Private Keys must not be shared between Certificate Users

A Private key expires 12 months after being generated

An expired Private Key must not be used

The Private and Public Keys (Certificates) are used at the beginning of a secure HTTP session for authenticating the client. Private Keys must not be shared between Certificate Users. Depending on the operational procedures it may be necessary for End Users to share passwords.

### **3.5 CERTIFICATE MANAGEMENT**

Certified Password Administrators administer Certificates for their site or organization by communicating requests to Austraclear using the EXIGO CSD application and e-mail. E-mail is used for information that is not confidential and the requests are confirmed using the EXIGO CSD application. The Certificates and Private Keys may be exported and stored on a removable media for backup and disaster recovery purposes ensuring the appropriate security is implemented.

## Certificate States and Transitions

A Certificate changes state according to the following table:

Who	State Before	Action	State after
End User	Not existing	Registration	Valid
End User	Valid	Renewal	Valid
PA	Valid	Revocation	Revoked
Automatic	Valid	Expiry	Expired
Automatic	Revoked	Expiry	Expired

### Registration for a Certificate

In order to accept a candidate for registration the following activities must take place:

#### Authentication

In the case where a Certificate is to be issued to a named individual the individual must apply to the Password Administrator. The individual's identity must be confirmed to the satisfaction of the Password Administrator.

#### Registration

The Password Administrator requests Austraclear to register the candidate. Austraclear then registers the candidate, generates the Passcode and returns it to the Password Administrator. The Password Administrator passes the Passcode on to the End User.

#### Certificate issuance

Austraclear CA issues Certificates through the Verisign Australia hosted web application.

#### Key Generation

The End User supplies registration information and the Passcode to the Austraclear RA. Under the End User's control the Austraclear RA (or the Smartcard) generates the key pair and submits the Public Key to the Austraclear CA for registration. The Passcode is for one-time use only.

#### Enrolment

On receipt of the request the Austraclear CA verifies the correctness of the Passcode, verifies that the generated Public and Private Keys match and that they match the technical specifications. Then the Austraclear CA produces the Certificate and returns it to the End User.

## **Acceptance Procedure**

The End User must complete the acceptance procedure. The successful completion of this process constitutes the acceptance by the End User of the resulting Certificate.

## **Certificate Expiry and Renewal**

The Certificates expire 12 months after the issuance. A notification is sent to the e-mail address recorded in the certificate one month before the expiry. The Certificate is renewed using the Austraclear RA application upon presentation of the current Private Key.

## **Certificate Revocation**

Certificate must be revoked when the Certificate is no longer trusted. The revocation can be requested by the End User through a PA, by the PA or by Austraclear, for example, if the Participant ceases to be an Austraclear Participant.

### **When the PA must revoke**

Private Key is known or suspected to be compromised  
Windows account password disclosed or stolen  
Password is forgotten  
The Certificate will no longer be needed  
Entity with a named Certificate left the company  
End User using an anonymous Certificate left the company

### **When Austraclear must revoke**

Austraclear will revoke a Certificate in the following circumstances:

The Participant ceases to be an Austraclear Participant. Austraclear will then revoke all Certificates in the Participant's organisation. Austraclear will notify the PA of the revocation.  
If Austraclear has a strong suspicion that Participant's Certificates are being misused. In this case Austraclear will contact the PA in advance.

### **The revocation process**

1. The PA disables the EXIGO CSD user account and requests Austraclear to revoke a Certificate.
2. Austraclear revokes the Certificate and the Certificate Revocation List (CRL) is updated with the serial number of the revoked Certificates. After a delay the EXIGO CSD system uploads the CRL. Within the period of delay revoked Certificates may still be interpreted as valid.
3. Austraclear sends a confirmation of the Certificate revocation to the PA.

## **4 RESPONSIBILITIES**

### **4.1 AUSTRACLEAR'S RESPONSIBILITIES**

#### **General**

Austraclear will:

- Establish and operate the Certification Authority and the Registration Authority
- Maintain the Certificate Revocation List and publish its updates

**Implementation**

Austraclear shall initiate the implementation of the Austraclear PKI system for the Participant as soon as reasonably practicable after receipt of the relevant order forms, duly completed and signed.

**PKI System Alterations**

Austraclear may change or suspend the Austraclear PKI system in accordance with the Austraclear System Regulations.

**Risk Management**

Austraclear will evaluate the risks associated with providing the Austraclear PKI system that are under Austraclear's reasonable control and will take reasonable steps to ensure that those risks are managed in accordance with good industry practice.

**Operational Standards**

Austraclear will maintain adequate resources to operate the Austraclear PKI system providing segregation of duties and individual accountability for the performance of those duties. Austraclear will take steps to ensure adequate training and reasonable trustworthiness of its personnel.

**Accurate Data Processing**

Austraclear will ensure that the Certificate Data, Certificate Status and any other information associated with the delivery of the Austraclear PKI system is managed and processed accurately in accordance with this procedure.

**Support**

Austraclear will provide support, including a help desk service, in accordance with this procedure.

**Termination**

If Austraclear withdraws the Austraclear PKI system, Austraclear will revoke all Certificates issued by the CA.

**4.2 USERS' RESPONSIBILITIES****General**

Users will subscribe to and use the Austraclear PKI system in accordance with this procedure. The Participant will provide accurate and complete information in its subscription to the Austraclear PKI system, including in relation to the identity of Password Administrators.

Participants will ensure that their Password Administrators and End Users use the Austraclear PKI system in accordance with this procedure.

**Password Administrators**

Participants will appoint at least one (but preferably two) Password Administrator and will apply for and manage Certificates for the Entities within the Participant's organisation in accordance with this procedure. Where Entities within the Participant's organisation will be located in different time zones, Austraclear recommends that the Participant appoints at least one Password administrator per time zone.

**Identification**

Users will ensure that Password Administrators present true and authentic identification of themselves for all communications with the CA and RA, including the initial registration process, Certificate issuance and revocation requests.

Password Administrators will satisfy themselves of the true identity of the Participant's End Users for the purpose of all communications with those Participant's End Users.

**Appointment of End Users**

Participants will appoint at least one End User for each Entity within the Participant's organisation. The End User is individually accountable to the Participant for the secure handling of the Passcode, Public and Private Keys and passwords relating to the Entity.

An End User is appointed automatically as a result of one of the following events:

- A Person who receives Passcode in relation to an Entity's Distinguished Name becomes an End User for the Entity (irrespective of whether the Passcode is subsequently used to Enrol the Entity)
- A Person to whom an End User gives a password in relation to an Entity's Certificate becomes that Entity's End User on a joint and several basis with any other End Users appointed in relation to that Entity.

**End Users, Entities and Others**

Participants' End Users will use the Austraclear PKI system in accordance with this procedure.

Participants will ensure that End Users perform their obligations as set out in this procedure

**Responsibility for Passcode and Certificates**

The Participant is responsible for the security and use of any Passcode issued in relation to the Participants' organisation.

**End Users' Use of Private Keys**

Protect Private Keys and Request Revocation of Certificates

Password Administrators and End Users must take all steps in accordance with this procedure and best industry practice to ensure the authenticity, confidentiality and integrity of any password, Private Key or Passcode relating to a Certificate or Entity.

Participants' End Users must immediately notify Austraclear if they have any reasonable ground to suspect a compromise of a Certificate.

For the avoidance of doubt, any password, Private Key or Passcode relating to a Certificate must be kept private and may not be shared, except as specifically permitted by this procedure.

The End User must immediately inform its Password Administrator of any other relevant information relating to a Certificate.

End Users may not allow or facilitate reliance on their or other Entities' Digital Signatures or Certificates outside the PKI User Community.

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## 5. SERVICE MANAGEMENT

### 5.1 ORDER PROCESSING, DELIVERY AND ACTIVATION

Unless otherwise agreed, activation of the Austraclear PKI system shall be initiated promptly upon Austraclear acknowledging receipt to the Participant of all duly completed and signed documents, provided that the Participant meets all its responsibilities in due time.

With a view to ensuring transparency of the order processing, information about the status of the activation of the Austraclear PKI system can be obtained from Austraclear through the Austraclear Help Desk.

### 5.2 CALL AND PROBLEM MANAGEMENT

The Participant may contact the Austraclear Help Desk to request assistance.

In the event that a problem in the provision of the Austraclear PKI system is materially or adversely likely to affect access to and use of the Austraclear PKI system by Participants, Austraclear shall use all reasonable efforts to put into effect the appropriate recovery procedure.

## 6. SERVICE REGISTRATION AND TERMINATION

### REGISTRATION OF PASSWORD ADMINISTRATORS

To request the registration of individuals as Password Administrators the Austraclear Participant must supply Austraclear with a PA Registration Form with the names, addresses and handwritten signatures of the Password Administrators. This form must be signed by a Participant's authorized signatory.

Upon receipt of the PA Registration Form and confirmation of the details, Austraclear will send the Austraclear Participant a confirmation letter stating the identity of the Password Administrators. Austraclear will register the PA and send the Passcode to the PA using registered mail.

## 7. GLOSSARY

Capitalised terms that are not defined in the Glossary or elsewhere in this document are defined in the Austraclear System Regulations document.

**Certificate Revocation List (CRL).** A list of identifiers of all revoked Certificates. It is published by Austraclear and is available to all Participants, End Users and Entities.

**Certification Authority (CA).** Austraclear's role in the issue and management of Certificates and information relating to Certificates in accordance with this procedure.

**Digital Certificate.** A message that, at a minimum, states a name or identifies the CA, identifies the Entity, contains the Entity's Public Key, identifies the Certificate's Operational Period, contains a Certificate serial number, and is digitally signed by the CA.

**Distinguished Name (DN).** The full Austraclear name of an Entity. The DN is included in an Entity's Certificates.

**End User.** A person representing the Entity that manages the Certificate and the Private Key for the Entity in case the Entity is anonymous.



**Entity.** Any legally recognised entity which is identified through its Distinguished Name (DN) which is included in the Entity's Certificate. An Entity can be anonymous or identified by name.

**Identity.** A digital representation of an Entity's identity that is unique to the Entity and takes the form of a Distinguished Name.

**Participant.** Any organization which has been accepted under Austraclear System Regulations as a Participant of the System and which is at that time still a Participant.

**Passcode.** Data value which is required to initiate the enrolment process and which need to be protected.

**PKI User Community.** Austraclear, each Participant and each Participant's organisation.

**Private Key.** The key in an asymmetric cryptographic algorithm that is kept secret and is mathematically related to a unique Public Key.

**Public Key.** The key in an asymmetric cryptographic algorithm that is made public and is mathematically related to a unique Private Key.

**Public Key Infrastructure (PKI).** The entire set of equipment and procedures for the issuance and usage of Certificates. It comprises the CA, RA and Participants' or Entities' applications for Certificate management, Public and Private Key management and cryptography.

**Password Administrator (PA).** An individual engaged by a Participant to take responsibility for the identification and authentication of its Entities and the administration of their Certificates.

**Registration Authority (RA).** The legally recognised entity responsible for registration of all Entities using Certificates, Certificate revocation and renewal.

**Austraclear PKI system.** The system described in this procedure.

**Valid Certificate.** A Verification Certificate used by an Entity that:

- Was issued using a valid CA Certificate
- Has not been published in the CRL at the time of use and
- Is within its applicable validity period.

**End of Document**