

## ASX Clear (Futures) Operating Rules OTC Rule 6 – Default

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Applicant Name

ABN/ACN Number

AFSL Number

We confirm that, based on our own enquiries, the applicant has developed default processes and procedures that are reasonably designed and, that when implemented upon admission, will function so as to achieve compliance with ASX Clear (Futures) OTC Rule 6.

We represent and warrant to ASX Clear (Futures) Pty Limited ("ASX Clear (Futures)") that the applicant will maintain such compliance measures as are appropriate and will ensure that it complies with its obligations under ASX Clear (Futures) OTC Rule 6.

In providing this certification to the ASX Clear (Futures) we confirm that we can demonstrate, at any time, the basis on which the certification is provided, including addressing the following:

- (i) the applicant can comply with its obligations in connection with the Default Management Provisions;
- (ii) the applicant will approve ASX Clear (Futures) as a counterparty with which it can enter into DM hedging Transactions, Independent DM Transactions or DM Auction Transactions in accordance with the Default Management Provisions;
- (iii) the applicant will co-operate with, and not cause any hindrance to, ASX Clear (Futures) in the course of the management of any Default or Termination; and
- (iv) the applicant will, if requested by ASX (Clear) Futures take part in tests designed and implemented by ASX Clear (Futures) from time to time that evaluate the OTC Participant's ability to fulfill its default management obligations and appoint:
  - One of its employees as Designated DMG Member; and
  - One of its employees as Designated DMG Deputy,
 as primary contacts for ASX Clear (Futures) for all general matters relating to default management.

Where the applicant does not directly clear Futures Contracts and will be utilizing the services of another ASX Clear (Futures) Participant in the default management process, the applicant confirms that:

- it has entered into an agreement which makes arrangements for the clearing of Futures Contracts on behalf of the applicant and the agreement does not preclude the clearing of DM Auction Transactions; and
- the agreement will remain in place at all times and will not be withdrawn without ASX Clear (Futures)' consent.

<p><u>1<sup>st</sup> Director</u></p> <p>Signed for and on behalf of the applicant by a director duly authorised to sign.</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>Date: ____/____/____</p>
<p><u>2<sup>nd</sup> Director</u></p> <p>Signed for and on behalf of the applicant by a director duly authorised to sign.</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>Date: ____/____/____</p>
<p><u>Senior Executive responsible for the Compliance function</u></p> <p>Title: _____</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>Date: ____/____/____</p>