Contract Reference:

GENERAL TERMS AND CONDITIONS:

THE PARTIES AGREE in consideration of, among other things, the mutual promises contained in this Agreement:

Definitions and Interpretation

1 DEFINITIONS

1.1 In this Agreement:

‘Access & Entitlement System’ means audible security systems and controls that permission access to, record and report all usage of Information by reference to the Units of Count under this Agreement and:

(a) meet Our requirements published in the Guide; and
(b) are approved by Us;

‘Agreement’ means these General Terms and Conditions, the Guide, the Fee Schedule, the applicable Order Form and any other schedules, addendums or manuals referred to in these documents;

‘AOEI’ means Automated Order Entry Interface used to connect the Customer System to SYCOM;

‘ASX’ means the Australian Securities Exchange, a market operated by ASX Limited ABN 98 008 624 691;

‘ASX Group’ means Us and Our Related Bodies Corporate;

‘Broker Specific Information’ has the meaning defined in Schedule 1;

‘Business Day’ means a day other than:

(a) a Saturday, Sunday, New Year’s Day, Good Friday, Easter Monday, Christmas Day, Boxing Day;
(b) any other day that We or any of Our Related Bodies Corporate advise is not a Business Day; and
(c) any other day that We or any of Our Related Bodies Corporate are not open for business;

‘Claim’ means any claim, demand, action or proceeding (whether in contract, tort (including negligence), statute or otherwise);

‘Closed User Group’ means any system, technical environment or electronic data transmission where access to or use of the Information is controlled by an Access & Entitlement System;

‘Commencement Date’ means the date the Order Form is signed by both parties;

‘Communications Equipment’ means, if You have chosen to have a direct connection with Us, the equipment (including any physical media incorporating Software which is housed within that equipment) that We may need to provide to You under this Agreement, which will be specified in an Order Form, together with any equipment provided by Us to You under any agreement previously entered into between Us and You (or between Related Bodies Corporate of Ours and Yours) governing access to the ASX Group’s system;

‘Confidential Information’ means:

(a) any information relating to any business conducted by Us and the ASX Group and the customers, personnel, policies or business strategies of Ours and that of the members of the ASX Group;
(b) the terms of this Agreement;
(c) information comprised in or relating to the Software, the Information or the Documentation;
(d) that part of all notes and other records prepared by the Subscriber Firm or End User based on or incorporating the Information referred to in paragraph (c); and
(e) all copies of the information and those parts of the notes and other records referred to in any of paragraphs (a), (b), (c) and (d);

‘Corporations Act’ means the Corporations Act 2001 (Cth);

‘Datefeed’ means any supply of the Information to an environment where You do not control the Access & Entitlement System;

‘Delayed Information’ means the Real Time Information that has been delayed for a minimum period specified in the Guide after its initial dissemination by Us;

‘Derived Information’ means any part of the Information (excluding Restricted Information or Broker Specific Information) or any data derived in any way from the reformattting, manipulation or processing of the Information (excluding Restricted Information or Broker Specific Information) or any part of the Information (excluding Restricted Information or Broker Specific Information);

‘Device’ means a computer terminal, software application, data receiver, display unit or other technical service that can access the Information;

‘Documentation’ means all documentation referenced in the Guide and includes any documentation relating to the Software;

‘End of Day or EOD Information’ means Information that is disseminated after close of trading or such other time and subject to such other terms as We may publish in the Guide;

‘End User’ means an employee of a Subscriber Firm, a contractor acting under the direction of a Subscriber Firm in the ordinary course of their business, or a Registered Client of the Subscriber Firm who can access the Information;

‘Fees’ means the fees set out in the Fee Schedule from time to time;

‘Fee Schedule’ means the schedule of fees applicable to the Agreement published under that title by Us on www.asxonline.com, or as otherwise notified by Us to You, as varied from time to time in accordance with clause 14.1;

‘Financial Product’ has the meaning given to that term in the Corporations Act;

‘Force Majeure Event’ means any cause beyond the party’s reasonable control including without limitation, acts of terrorism, epidemic, war, fire, flood or other accident, strike, lock outs, delays in transport, material shortages, restrictions or prohibitions of any government or semi-government authority;

‘Format’ means the current options of ASX 24 ITC, ASX 24 SYCOM, ASX CLICK XT API and ASX FIX, details of which appear in the Order form and section 3 of the Guide;

‘General Terms and Conditions’ means these clauses 1 to 39 (inclusive);

‘Guide’ means the document titled ‘ASX Market Information Products & Services Guide’ published by Us, a copy of which may be accessed at www.asxonline.com;

‘Information’ means each or any of the Real Time Information, Delayed Information, EOD Information, and Restricted Information and may include information licensed to Us by Our Suppliers;

‘Initial Term’ means the period from the Start Date until 30 June of the current Financial Year or such other period specified in the Order Form;

‘Integrated Trading System Reference Manual’ means the document published by Us under that title;

‘Intellectual Property Rights’ means all present and future intellectual property and industrial rights whether conferred by statute, at common law or in equity and wherever existing, including:

(a) patents, designs, copyright, rights in circuit layouts, trade marks, know how, brand names, domain names, inventions, product names, trade secrets and any other rights subsisting in the result of intellectual effort in any field, whether or not registered or capable of registration;
(b) any application or right to apply for registration of any of these rights;
(c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
(d) all renewals and extensions of these rights;

‘ITS Qualification Test’ means the ASX ITS Qualification Test published by Us under that title.

‘Location’ means, if You have chosen to have a direct connection with Us, the location of Your sites located in Australia at the address(es) specified in the Order Form at which We may install Communications Equipment to provide the MarketSource Products;

‘Losses’ means all liabilities, costs, losses, damages, expenses (including legal expenses on a solicitor/client basis), or other outgoings of whatsoever kind and howsoever arising (including negligence) or liability incurred or suffered arising from any Claim, in each case whether such loss is direct, indirect, special or consequential and whether or not You or We (as the context requires) were advised in advance of the possibility of such loss;

‘MarketSource Products’ means the Information and other related products and services including any Software and Documentation and, in the case of direct connections to Us, the Format specified in the Order Form;

‘Means of Supply’ means the nominated means of supply specified in the Order Form;

‘New Original Work’ means a work determined by Us (in accordance with clause 6.7) to be a new original work, being created by You using the Information, where the Information has been processed or modified to such an extent that the result cannot be recognised as, traced back to or reverse engineered to display the Information, nor can the new original work be used as a substitute for the Information;
‘Nominated Third Party or NTP’ means a third party nominated by You in the Order Form to receive the MarketSource Products from Us on Your behalf and who will take responsibility for distributing the MarketSource Products to You;

‘Non-Display Use’ means distribution, use or processing of the Information or Derived Information that does not involve display of the Information or Derived Information on a Device in a way that can be seen or heard, details and examples of which may be specified in the Guide;

‘Open User Group’ means any system, technical environment or electronic data transmission where access to or use of the Information is not controlled by an Access & Entitlement System;

‘Order Form’ means the order form signed by both parties for the provision of the MarketSource Products by Us to You and includes any changes made to those forms in accordance with procedures established from time to time by Us;

‘Our Suppliers’ means any third party who makes its information available to Us (under a license or otherwise) as part of the Information and any supplier of goods or services (including any hardware, Software and Documentation) which are used directly or indirectly by Us to supply the MarketSource Products;

‘Participant’, in the case of the ASX, means Trading Participants as that term is defined in the ASX Market Rules; and in the case of ASX 24, has the meaning given to that term in the ASX 24 Operating Rules;

‘Personnel’ means officers, employees, agents and contractors;

‘Permitted Persons’ has the meaning given to that expression in Schedule 1;

‘Procedures Certificate’ means a certificate in the form set out in the Guide;

‘Real Time Information’ means:
(a) any part of the Information, other than Restricted Information or Broker Specific Information, from the time of dissemination by Us up to and including the time period specified for Delayed Information; and
(b) any Derived Information;

‘Registered Client’ means the retail clients of Your Services who have a formal brokerage or trading account, including a registered HIN and/or cash management account. It does not include every customer of Yours that has a user name and password to access information via Your website or other internet based distribution platform. Nor does it include financial planners and other investment professionals;

‘Related Body Corporate’ has the meaning given to that term in the Corporations Act;

‘Restricted Information’ means the ITS information that may not be divulged to anyone who is not a Designated Trading Representative, except where that person is employed by the Participant and has a need to access that information as part of their duties. The following information is prescribed as Restricted Information in the ITS Reference Manual, information that is contained in the:
(a) Bulletin Board Window;
(b) Broker List on ITS Info Link;
(c) ITS News file on ITS Info Link;

‘Software’ means any software owned or licensed to Us and used to store, process, display or distribute the Information;

‘Start Date’ means, in respect of each MarketSource Product, the date specified as the start date in the Order Form;

‘Subscriber Firm’ means any person, company or organisation, other than You, Your Personnel or a Sub-vendor, who can access the Information directly or indirectly via Your Service;

‘Subscriber Agreement’ means a legally valid agreement between You and Subscriber Firms and/or End Users (as applicable) governing access to and use of the Information by Subscriber Firms and End Users in accordance with this Agreement;

‘Sub-vendor’ means any person, company or organisation that receives access to Information, other than Restricted Information or Broker Specific Information, directly or indirectly from Your Service for the purposes of redistribution and:
(a) meets the criteria specified in the Guide; and
(b) complies with any other terms specified in a MarketSource distribution agreement and the Guide concerning redistribution of that Information;

“SYCOM” means the computerised trading system which provides access to trading on ASX 24 and any other relevant market but for the purposes of this Agreement, access to SYCOM is restricted to the receipt of the Information only;

‘SYCOM Connectivity Test’ means the tests and procedures required to be performed by ASXO in order to ensure that the AOEI is capable of connecting to SYCOM from the Customer System.

‘Technical Support’ has the meaning given to that term in the Guide;

‘Term’ means the term of this Agreement, as determined pursuant to clause 3;

‘Unit of Count’ means the units of count approved by Us and published in the Guide, which are to be used as the basis for recording and reporting use of Information and payment of Fees under this Agreement;

‘We, Us or Our’ means ASX Operations Pty Limited;

‘You’ or ‘Your’ means the customer entity that appears on the Order Form;

‘Your Service’ means any service operated by You or a Related Body Corporate of Yours that includes the Information in any form, details of which are specified in the Order Form; and

‘Your System’ means the computer systems (including all hardware, software and any associated technology) and internal communications networks (including its links with any Communications Equipment) installed at or used by You to interface with the MarketSource Products, and to store and process the Information.

2 INTERPRETATION

2.1 In this Agreement, unless the contrary intention appears:
(a) references to ‘person’ include individuals, firms, bodies corporate, associations, governments and governmental, semi-governmental and local authorities and agencies;
(b) headings are for ease of reference only and do not affect the meaning of this Agreement;
(c) the singular includes the plural and vice versa and words importing a gender include other genders;
(d) other grammatical forms of defined words or expressions have corresponding meanings;
(e) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement as amended from time to time and a reference to this Agreement includes any schedules and annexures as so amended;
(f) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
(g) a reference to a manual, guide, specification, information pack, fee schedule or other document published by the ASX Group means the manual, guide, specification, fee schedule or document as amended, varied, renamed, substituted or replaced from time to time;
(h) a reference to a party includes its executors, administrators, successors and permitted assigns;
(i) a reference to a Statute, ordinance or by-law includes regulations and other instructions under it and consolidations, amendments, re-enactments or replacements of any of them; and
(j) a reference to a website or url includes a reference to such other website or url notified by Us to You as replacing or superseding a website or url for all or particular purposes;
(k) a document drafted or published by a member of the ASX Group (including this Agreement) may not be construed adversely to Us or other members of the ASX Group just because a member of the ASX Group prepared it.

3 TERM

3.1 This Agreement commences on the Commencement Date .

3.2 On expiry of the Initial Term, the Agreement will continue for an indefinite term until terminated in accordance with this Agreement.

3.3 If You terminate this Agreement for any reason (other than material breach of the Agreement by Us) before the end of the initial term, You will pay (or We may retain) any outstanding monies (the “Outstanding Monies”) payable for the remainder of the then current term. If Outstanding Monies remain to be paid, We will send You a tax invoice and You will pay this invoice within 30 days. You agree that payment under this clause is not intended to be, and will not be punitive in nature and effect and will compensate Us for Our reasonable losses (that may be difficult to ascertain) resulting from early termination of this Agreement. This clause will survive the termination of the Agreement.

4 SUPPLY OF PRODUCTS
4.1 From the Start Date, We will, as applicable, use Our best endeavours to make the MarketSource Products available to You via the Means of Supply.

4.2 You may from time to time request Us to supply additional or varied MarketSource Products under this Agreement. If accepted by Us, We will update the Order Form and send it to You and it will take effect on the date specified in the updated Order Form without the need for it to be re-executed.

4.3 The specific terms governing the Use of the Location, the Means of Supply and other terms affecting the MarketSource Products and their use by You are set out in the Guide and will bind You as if they were incorporated expressly into this Agreement. We may amend these terms in the Guide by giving You 90 days’ prior notice of such change. You may terminate this Agreement by notice to Us within 30 days of receiving notice of such change, and if You choose to terminate, it will be effective from the date that such changes take effect.

4.4 We may also change or discontinue any of the Means of Supply on giving You 120 days notice. You may terminate this Agreement by notice to Us within 30 days of receiving notice of such change, and if You choose to terminate, it will be effective from the date that such changes take effect.

4.5 Notwithstanding any other provision of this Agreement, We are not responsible for or otherwise liable for any communications, performance, security or data corruption problems, disconnection of transmission services or failures or delays in transmission of the MarketSource Products connected with telecommunications services and lines and other means of transmission provided by third parties. You agree to seek any recovery for such problems, disconnections, failures or delays from the relevant third party supplier.

5 TECHNICAL SUPPORT

5.1 Subject to this Agreement and payment of the relevant Fees, We will provide Technical Support.

5.2 You acknowledge and agree that:
   (a) We may vary the terms applicable to the provision of Technical Support by updating the Guide and providing You with 90 days’ advance notice of such changes. You may terminate this Agreement by notice to us in writing within 30 days of receiving notice of such change and, if You choose to terminate, it will be effective from the date that the changes take effect;
   (b) Such variations to Technical Support may include the introduction of additional Technical Support options that may be available to You, some of which may require the payment of additional fees;
   (c) The existing Fees for the MarketSource Products include an allowance for reasonable usage of Technical Support. We monitor Subscriber Firm’s use of Technical Support and if We, in Our discretion, form the view that You are making unreasonable use of the Technical Support, We will notify You of Our concerns. If the matters notified to You continue, We reserve the right to invoice You for additional Technical Support at Our then current rates and You agree to pay such invoices.

5.3 Re-supply of Products
   (a) Subject to clauses 5.3(b) and (c), We will, if requested, endeavour to resupply the MarketSource Product.
   (b) Resupply as provided in clause 5.3(a) must in each instance be requested in writing by either You or, if applicable, the NTP, no later than the next Business Day.
   (c) For each resupply requested, You must pay the then current fee charged for resupply.

6 TERMS OF LICENCE

6.1 Subject to this Agreement, the details specified in the Order Form and payment of the relevant Fees, We grant to You a non-transferable, non-exclusive licence to:
   (a) store and process the Information in Your System;
   (b) incorporate the Information into Your Service(s) and:
      (i) display Real Time Information on a Device provided by You to End Users in Closed User Groups;
      (ii) display Delayed Information and EOD Information on a Device provided by You to Closed User Groups or Open User Groups;
      (iii) distribute Information as part of a Datafeed to Subscriber Firms for their internal use only;
      (iv) use and distribute the Real Time Information, Delayed Information or EOD Information for Non-Display Use purposes;
      (v) use the Information in accordance with such other licence as We may approve in accordance with clause 6.3.

6.2 You may provide the Information to Sub-vendors for distribution to their Subscriber Firms and End Users, provided You have received prior written authorisation from Us that the prospective Sub-vendor has entered into the appropriate MarketSource distribution agreement with Us. You agree to provide any information that may be required by Us in order to confirm that provision of the Information by You to the prospective Sub-vendor is fully authorised by Us. If You release any Information to any Sub-vendor prior to obtaining written authorisation from Us, You will be responsible for paying any Fees that otherwise would have been payable by the Sub-vendor.

6.3 We may amend or increase the range of licences applicable to use or distribution of the Information under this Agreement. If We do this We will update the Guide and provide You with 90 days’ advance notice of the changes. You may terminate this Agreement by notice to us in writing within 30 days of receiving notice of such changes and, if You choose to terminate, it will be effective from the date that the changes take effect.

6.4 You may from time to time seek to increase the number or range of Your Services that incorporate the Information. We will review any such request and, if accepted by Us, We will update the Order Form to reflect the new arrangements and We will send this to You without the need for it to be re-executed.

6.5 If You provide a Datafeed to Subscriber Firms that includes the Information, You must ensure that You provide a copy of the Guide to the Subscriber Firm and any updates to that document that We may publish from time to time.

6.6 The licence granted in clause 6.1 does not include a right to the use of the Information (whether by You or Subscriber Firms) to establish, maintain or provide, or assist in establishing, maintaining or providing:
   (a) the ability to trade in Financial Products;
   (b) a financial market for trading in Financial Products;
   unless (a) and (b) are specifically authorised by law;

6.7 Subject to the foregoing provisions You may, only with Our prior written consent (which may be withheld in Our absolute discretion) use the Information for the purpose of creating a New Original Work. We reserve all rights to determine whether or not any processed Information constitutes a New Original Work. We may, in our absolute discretion, introduce licence fees for the right to use the Information to create New Original Works. If We determine that a work is a New Original Work, We acknowledge that You own the Intellectual Property Rights in that New Original Work. If We consent to use of the Information for the purpose of Creating a New Original Work, the Order Form will be updated in accordance with clause 6.4.

6.8 You may permit End Users to publish, on an ad-hoc basis in written or oral communications with clients, insubstantial amounts or limited extracts of static Information to their clients in connection with the End User’s ordinary business as a provider of financial services or financial advice, provided:
   (a) it does not constitute regular or systematic distribution, display or processing of the Information;
   (b) it does not involve the provision of Real Time Information or any other form of continuously updating or streaming Information; and
   (c) it is attributed to Us.

We reserve all rights to determine whether communications including Information constitute limited extracts for this purpose and to limit or withdraw rights to provide limited extracts of the Information. We may publish examples of what constitutes "limited extracts" and "systematic" distributing, display or processing of the Information in the Guide.
6.9 You must not use the Information, or permit Subscriber Firms or End Users to access, receive or use the Information, other than as permitted by the terms of this Agreement and You must ensure that:

(a) Subscriber Firms and End Users do not do any act or thing that You have agreed not to do under any provision of this Agreement and in this regard, any act or omission by Your Subscriber Firms and End Users will be taken to be an act or omission by You;

(b) no Subscriber Firm or End User supplies or makes available, or permits to be supplied or made available, Information to any other third person unless it is subject to a MarketSource distribution license and it executes an agreement in the form of this Agreement with Us, or is otherwise approved by Us in writing;

(c) You do not do any act or thing which aids, counsels another to do, consents to or procures the doing of anything in clause 6.9(a); and

(d) You discontinue the supply of Information to any third party, Subscriber Firm or End User if We, in our sole discretion, advise You that the third party, Subscriber Firm or End User has failed to meet the requirements of this Agreement.

6.10 You must promptly notify Us of any unauthorised, improper or unlawful use of the MarketSource Products or infringement of the Intellectual Property Rights in the MarketSource Products that comes to Your notice and You must require Subscriber Firms to inform You of any such use or infringement.

6.11 On termination of this Agreement for any reason, the Licence granted to use the Information under this clause 6 will also cease immediately on the date of such termination and, subject to agreeing any alternative commercial arrangements with Us, You will destroy all of the Information in Your systems. Within 30 days of the date of termination, You will provide written notice to Us, signed by a duly authorised officer, confirming that the Information has been so destroyed. The obligation in this clause will survive the termination of this Agreement.

7 SUBSCRIBER FIRM OR END USERS USE OF THE INFORMATION

7.1 Before providing the Information to any Subscriber Firm, You must:

(a) enter into a Subscriber Agreement containing (where appropriate) substantially identical terms and conditions as this Agreement with the Subscriber Firm concerning supply and use of the Information by the Subscriber Firm and its End Users;

(b) comply, and ensure that the Subscriber Firm complies with any requirements in the Guide.

7.2 If You provide Your Services direct to End Users, You must:

(a) enter into a Subscriber Agreement directly with the End User concerning the supply and use of the Information by the End User;

(b) comply, and ensure that the End User complies with any requirements in the Guide.

7.3 If You fail to enter into a Subscriber Agreement with Subscriber Firms and/or End Users as required under this Agreement, all use or distribution of the Information by any Subscriber Firm or End User without such an agreement, or who has an agreement that is unenforceable for any reason, will be unauthorised use of the Information.

7.4 You must ensure that the Subscriber Firms and End Users comply with the terms of this Agreement (where applicable) as if they were You. In addition, Your Subscriber Agreements must provide (as applicable) that the Subscriber Firm or End User:

(a) may use the Information solely for their own internal business purposes. Your Subscriber Firm or End Users must not transfer or publish to third parties all or part of the Information except where allowed to do so under this Agreement or with Our prior written permission;

(b) must recognise the Intellectual Property Rights and Our rights, and those of Our Suppliers’, to legal remedies in respect of the Information; and

(c) agrees:

(i) not to allow any person other than an End User to access the Information;

(ii) to ensure each End User is issued with a unique user identifier and password, or other security device fit for the purpose as part of an approved Access & Entitlement System, and ensure that these unique users IDs and passwords are not shared with other End Users or any unauthorised person;

(iii) not to use the Information for an illegal purpose or a purpose not authorised under this Agreement;

(iv) to maintain all records and provide all information required to meet Your record keeping, reporting and payment obligations to Us including, without limitation, to provide a list of locations in which Information is received and to report monthly the number of Devices used to access the Information or the number of End Users accessing the Information (as applicable to the Subscriber Firm);

(v) to allow Us, or Our authorised representative, to enter upon the Subscriber Firm’s premises and audit Your Subscriber Firm’s systems, records and usage of the Information;

(vi) not to make any claim or commence any proceedings directly against Us;

(vii) to obtain and provide any consents needed for Us or Our authorised representative, to review and receive personal data, where necessary, for the purpose of verifying compliance with Your obligations to Us; and

(viii) to keep confidential any and all Confidential Information and not disclose to any third party without Our prior written consent.

7.5 We reserve the right to enter into a direct agreement with any of Your Subscriber Firms. We may elect to do this in two ways:

(a) in respect of specific Subscriber Firms, in which case We will provide You with notice detailing the relevant Subscriber Firms; or

(b) by identifying a category or segment of Subscriber Firms, in which case We will publish Our requirements in the Guide.

8 DOCUMENTATION & MANUALS

8.1 We will provide You with access to the necessary documentation and manuals, via the ASX-online website, relevant to the MarketSource Products You have selected in the Order Form. We may amend the Manuals from time to time and will make available on the ASX-online website any amendments made to the Manuals within a reasonable time following such amendment being made.

8.2 You may make copies of the relevant Manual for the purposes of this Agreement. You are responsible for updating and amending all copies of the relevant Manuals with updates and amendments made available by Us from time to time. You must indemnify and release Us against any Losses which We suffer or incur in connection with a failure by You to keep all such copies updated in accordance with this clause.

9 CONTENT AND FORMAT OF THE MARKETSOURCE PRODUCT

9.1 For direct connections to Us, the MarketSource Product is available on the terms and in the Formats specified in the Guide.

10 RESTRICTED INFORMATION & BROKER SPECIFIC INFORMATION

10.1 If an ASX Participant requests that You receive Broker Specific Information or Restricted Information on its behalf, the provisions in Schedule 1 will apply.

11 RECORDS AND REPORTS

11.1 You will keep at Your address specified in the Order Form, and maintain up to date, all such books and records as may be necessary to enable the Fees and other sums payable to Us under this Agreement to be ascertained including records, if any, specified in the Guide. These books and records must be retained for the period specified in the Guide.

11.2 Where You do not control permissioning of the Information down to the End User level using an Access & Entitlement System (for example, if You provide a Datafeed to a Subscriber Firm and they control the Access & Entitlement System), You must also require Subscriber Firms to retain all necessary records concerning the operation of their Access & Entitlement System and their access to and use of the Information for the minimum period specified in the Guide. You must also require them to report their usage of the Information to You, preferably monthly, but at intervals that do not exceed 3 calendar months so that You can comply with Your obligations to report Information usage to Us under this Agreement. Failure to obtain these reports and retain them will be
Within the time frame and in the format specified in the Guide, You will provide Us with a monthly remittance report concerning Your use and distribution of the Information.

12 AUDIT AND INSPECTION

12.1 You must establish and maintain appropriate procedures and systems designed to ensure that You, Your Subscriber Firms and End Users are adhering to Your obligations under this Agreement. You must also require Subscriber Firms to retain all necessary records concerning the access to and use of the Information by Your Subscriber Firms and End Users for a period of 3 years.

12.2 We may, on giving You at least 30 days notice (or less where agreed by both parties), send Our nominated Personnel to attend Your premises to verify compliance with this Agreement, including observing the use of the MarketSource Products or the Information and to examine and inspect Your Services, Your Access & Entitlement System, any devices, systems, applications, attachments or apparatuses, as well as any books and records (incl. electronic records) required to be maintained by You in connection with this Agreement ("Inspection"). We reserve the right to give You a shorter period of notice concerning an Inspection if We have reasonable grounds for suspicion that there has been a compliance failing under this Agreement that is likely to impact on the Fees paid to Us.

12.3 Any Inspection will be conducted during normal business hours and subject to Your reasonable security and confidentiality requirements. You must grant, and You must also procure from Your Subscriber Firms, all necessary licences to enable Our Personnel to enter all relevant premises of Yours or a nominated Subscriber Firm and inspect any business records or systems at any of those premises of the type identified in this clause that will assist in validating compliance with this Agreement.

12.4 We will endeavour to conduct audits (whether at Your premises or at that of a nominated Subscriber Firm) in accordance with the information industry best practices, and the Guide. Both parties should co-operate to ensure that the purpose of the audit is achieved with minimum disruption to the business operations of any persons involved, including Your Subscriber Firms where applicable.

12.5 If any Inspection under this clause discloses any breaches of this Agreement, You will:

(a) pay Our reasonable costs and expenses of and incidental to the Inspection (including but not limited to professional fees plus travel and accommodation costs and a per diem allowance);

(b) pay Us within 30 days of Us notifying You, any underpayment of Fees disclosed by the Inspection (including interest at the rate of 2% above the overdraft rate charged by Our principal bankers) to compensate for any failure to properly account for the use of the MarketSource Products or the Information; and

(c) pay to Us within 30 days of Us notifying You, Our reasonable estimate of any discrepancy discovered pursuant to any such Inspection in the event that You, or Your Subscriber Firms, fail to retain the requisite records.

12.6 If any Inspection under this clause discloses that You have overpaid Fees to Us, We will refund You the amounts that have been overpaid in the preceding 60 days prior to the Inspection.

12.7 You must promptly advise Us of any case where You have evidence or reasonable cause to believe that a Subscriber Firm or End User is in breach of any one or more of the minimum terms required to be included in Your Subscriber Agreement.

13 FEES

13.1 The Fees are calculated and payable in accordance with the Fee Schedule.

13.2 You acknowledge that the Fees payable under this Agreement are additional to the charges payable by You to any telecommunications service provider(s) who are engaged to install the telecommunication line(s) required by You to access MarketSource Products.

13.3 If requested by a Subscriber Firm, We may bill the Subscriber Firm directly for the Fees. In this circumstance, You will not be responsible for paying the relevant Fees to Us in relation to that Subscriber Firm.

14 FEE VARIATION

14.1 We may vary the Fees by publishing the variation to the Fee Schedule on www.asxonline.com, or by otherwise notifying You, ninety (90) days prior to the effective date of the variation.

15 INVOICING AND PAYMENT

15.1 You must pay in full the Fees in Australian dollars only (unless otherwise agreed in writing by Us) no later than the dates specified in the Fee Schedule.

15.2 You will be responsible for payment of reasonable fees and expenses paid by Us to third parties incurred by Us in order to provide the goods and services contemplated by this Agreement, including without limitation any insurance or freight charges incurred on delivery of any goods.

15.3 You must pay to the relevant telecommunications service provider(s) any telecommunications installation costs, rental, usage and other charges associated with the telecommunications line(s) required by You under this Agreement in the manner and at the time directed by that telecommunications service provider(s).

16 LATE PAYMENTS & REPORTS

16.1 If You do not lodge a monthly remittance report or make a payment under this Agreement on time, the following provisions apply:

(a) You must pay to Us (in addition to any applicable administration charge set out in the Fee Schedule) interest on the amount not paid on its due date at the rate of two percent (2%) above the overdraft rate charged by Our principal bankers, computed from and including the due date for payment until but excluding the date on which full payment of that amount is made;

(b) Interest at this rate is payable before and after any judgment;

(c) Interest accrues daily and is payable on demand by Us and, if not paid, that interest bears interest in accordance with this clause.

16.2 If You are late with Your monthly remittance report or payments under this Agreement for two consecutive months, or for three months out of any six month period, We will undertake an audit. You will bear the costs of this audit even if the audit does not disclose any breaches of this Agreement.

17 TAXES

17.1 You must pay all existing taxes and duties (including, but not limited to, any hiring arrangement duty, rental business duty, lease duty or other stamp duty), any new taxes and duties (including a goods and services tax or any other value-added taxes), any increases in taxes and duties and any associated penalties payable on or in respect of this Agreement, the Fees, any other payments due to Us or any other transaction or matter contemplated by this Agreement. If We are liable to pay such tax, duty or penalty then You must indemnify and release Us to the full extent of that liability.

17.2 In the event that payment of any amount of the Fees becomes subject to withholding tax, levy or similar payment obligation on sums due to Us under this Agreement such withholding tax amounts shall be borne and paid for by You in addition to the sums due to Us. You will provide Us free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by You.

17.3 Any amounts payable to Us under or in connection with this Agreement have been determined exclusive of GST. If any supply made by Us to You under or in connection with this Agreement is a taxable supply:

(a) You must pay an amount to Us equal to the GST payable by Us on that supply, in addition to any amounts payable or other consideration to be provided for that supply;

(b) the additional amount must be paid at the same time as the first part of any consideration is provided for that supply; and

(c) We will provide You with a tax invoice for that supply in accordance with the GST law, unless We and You have entered into an arrangement whereby You will provide a recipient created tax invoice for supplies, including that taxable supply.
18 LIABILITY

18.1 Except as provided by clause 18.3, neither We nor any member of the ASX Group will be liable to You or to any third party, (whether in contract, tort, under statute or otherwise (including in each case negligence)) for any Losses including but not limited to any of the following types of loss or damage (in each case whether direct, indirect, special or consequential) arising under or in relation to this Agreement:

(a) any loss of profits, business contracts, anticipated savings, goodwill, or revenue; and/or
(b) any loss or corruption or destruction of data; and/or
(c) any loss arising from the transmission of viruses, whether or not We were advised in advance of the possibility of such loss or damage.

18.2 To the extent permitted by law, We exclude all conditions and warranties implied by statute, general law or custom relating to Our obligations under this Agreement.

18.3 Where any Act of Parliament implies a term, condition or warranty in this Agreement and that Act prohibits provisions in a contract excluding or modifying the application, exercise or liability under that term, condition or warranty, such term, condition or warranty shall be deemed to be included in this Agreement provided that Our liability is limited to, at Our discretion:

(a) in the case of goods:
   (i) the replacement of the goods or the supply of equivalent goods; or
   (ii) the repair of the goods; and
(b) in the case of services:
   (i) the supply of the services again; or
   (ii) the payment of the cost of having the services supplied again.

19 REPRESENTATIONS

19.1 This Agreement supersedes all prior representations, agreements, statements and understandings whether verbal or in writing.

19.2 Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.

19.3 Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this Agreement.

19.4 We do not represent or warrant that the Information will be complete, accurate or error-free. We will, however, use reasonable endeavours to:

(a) notify You of any errors or omissions in the Information as soon as reasonably practicable after We become aware of them; and
(b) take the necessary steps to have any such errors or omissions corrected as soon as reasonably practicable after We become aware of them.

19.5 We do not represent or warrant that the supply of the MarketSource Products or related services will be free of interruption. Where practicable, where We have not supplied a product by the time specified in the relevant manual, We will use reasonable endeavours to:

(a) give You prompt notice of any such interruption;
(b) where possible, give an estimate of how long it will take to remedy the cause of the interruption;
(c) in any case, and subject to the cooperation of relevant telecommunication carriers (e.g. in re-establishing a connection following disconnection), promptly remedy such interruption as soon as practicable after We become aware of the interruption.

20 INDEMNITY

20.1 You must at all times indemnify and hold harmless and release (and keep indemnified, released and held harmless) Us, Our Related Bodies Corporate and Our and their Personnel ("those indemnified") from and against any Losses or liability incurred or suffered by any of those indemnified arising from any Claim, which any person other than You may bring against any of those indemnified where such Claim arose out of or in connection with:

(a) a breach by You of Your obligations under the Agreement;
(b) a breach by a Subscriber Firm's or End User's obligations under a Subscriber Agreement with You;
(c) any wilful, unlawful or negligent act or omission by You; or
(d) reliance by any third party on the Information.

20.2 We exclude any liability to the Subscriber Firms or End Users (whether based on contract, tort (including negligence), statute or otherwise). You must at all times indemnify, release and hold harmless those indemnified from and against any Losses in connection with a Claim by a Subscriber Firm or an End User against those indemnified in connection with the supply or non-supply of the MarketSource Products, irrespective of whether Our acts or omissions may have caused or contributed to the Losses.

20.3 You acknowledge and agree that Our Suppliers exclude any liability for any Claims which may be made against them. You must at all times indemnify, release and hold harmless those indemnified from and against any Losses in connection with a Claim against Our Suppliers by You, a Subscriber Firm or an End User in connection with the supply or non-supply of the MarketSource Products.

21 INTELLECTUAL PROPERTY RIGHTS

21.1 We, members of the ASX Group, Our Suppliers or their respective licensors, retain all Intellectual Property Rights in or to the Software, Documentation and the Information to the extent that those Intellectual Property Rights exist under the law from time to time.

21.2 We and You acknowledge that 'OMX' and 'CLICK XT Exchange System' are trademarks of OMX Technology AB.

21.3 Nothing in this Agreement is to be understood as an abandonment, revocation, assignment or denial by either Us, the members of the ASX Group or Our Suppliers of their Intellectual Property Rights or those of their licensors.

21.4 You must notify Us immediately if You become aware of any:

(a) unauthorised copying or use of the Software, Documentation, or the Information, or
(b) breach of confidence by any person to whom You have disclosed part or all of the Software, Documentation or the Information.

21.5 If Your use of the Software, Documentation or the Information, in accordance with this Agreement infringes the Intellectual Property Rights of any person, We will indemnify and release You against any loss, damage, liability or reasonable costs determined by a court of law as a result of a claim by a third party against You, but only if:

(a) to the extent the claim relates to the Software, Documentation or the Information provided by Us under this Agreement provided such Software, Documentation or Information has not in any way been altered or tampered with by You; and
(b) if You:
   (i) promptly notify Us of the claim;
   (ii) allow Us to defend or settle the claim and to control any proceedings; and
   (iii) supply reasonable assistance to Us in defending and settling a claim at Our expense.

21.6 As part of a defence or settlement of a claim under clause 21.5, We may in Our absolute discretion:

(a) obtain for You the right to continue using the Software, Documentation or Information as is relevant;
(b) modify or replace the infringing part of the Software, Documentation or Information as is relevant to avoid the claim; or
(c) accept the return of the infringing part from You and refund to You any Fees paid in respect of that infringing part.
22 CONFIDENTIAL INFORMATION
22.1 You expressly acknowledge that the Confidential Information is confidential to Us, members of the ASX Group or Our Suppliers.

22.2 Except to the extent expressly permitted under this Agreement, You agree to keep confidential and not to use or disclose to any other person (except those of its Personnel who have a need to know and only to the extent that each has a need to know) the Confidential Information provided that this obligation of confidentiality does not extend to information that (whether before or after this Agreement commences):

(a) is rightfully known to or in the possession or control of You and not subject to an obligation of confidentiality on You;

(b) is public knowledge (otherwise than as a result of a breach of this Agreement or an obligation of confidentiality owed to Us or other members of the ASX Group) except in the case of the Information in relation to which the confidentiality obligations contained in this Agreement will continue to apply to You irrespective of whether it becomes public knowledge; or

(c) is required by law to be disclosed.

22.3 Nothing in clause 10 or Schedule 1 is intended to impose an obligation of confidentiality on You in respect of information of the kind described in clause 22.2(b).

22.4 You must, at Your own expense, ensure at all times that each person to whom Confidential Information has been or will be disclosed is made aware of the obligations of confidentiality and will keep the Confidential Information secret.

22.5 At Our request, You must procure the execution of a confidentiality agreement by each person to whom the Confidential Information has been or will be disclosed.

22.6 We expressly acknowledge that all reports received from You under clause 12 are confidential to You and agree to keep confidential and not to disclose to any other person (except those of its Personnel who have a need to know and only to the extent that each has a need to know) the contents of such reports except to the extent that such disclosure is required by law.

23 THIRD PARTY PRODUCT WARRANTY
23.1 We may procure from time to time from third parties certain items of hardware or software. You acknowledge that We are not the manufacturer of such items. To the fullest extent permitted by law, We make no warranties in relation to such items other than those manufacturers’ or licensors’ warranties (if any) which We are able to pass through for Your benefit.

24 RESOLUTION OF DISPUTES
24.1 A party will not start arbitration or court proceedings (except proceedings seeking urgent interlocutory relief in respect of a dispute arising out of this Agreement (a ‘Dispute’) unless it has first complied with this clause.

24.2 A party claiming that a Dispute has arisen will notify each other party to the Dispute giving full details of the Dispute.

24.3 After a notice is given under clause 24.2, the Dispute will be referred to the person then appointed as the ASX Group’s Executive Business Development (or any person fulfilling that role in the absence of that person) and an executive of corresponding seniority nominated by You, who will endeavour to negotiate a resolution of the Dispute for a period of seven days.

24.4 If, during the seven day period referred to in clause 24.3, the parties have been unable to resolve the Dispute, the Dispute will be referred to the person then appointed as the Chief Executive Officer of the ASX Group (or any person fulfilling that role in the absence of that person) and an executive of corresponding seniority nominated by You, who will endeavour to negotiate a resolution of the Dispute for a further period of seven days.

24.5 If, following the seven day period referred to in clause 24.4 the parties have been unable to resolve the Dispute, a party that has complied with clauses 24.2 to 24.4 may terminate the dispute resolution process by giving notice to the other party.

24.6 Any information or documents disclosed by a representative under this clause:

(a) will be kept confidential; and

(b) may not be used except to attempt to settle the Dispute.

24.7 Each party will bear its own costs of resolving a Dispute under this clause.

24.8 If a party to a Dispute does not comply with any provision of clauses 24.1 to 24.4 the other parties to the Dispute will not be bound by those clauses.

25 SUSPENSION
25.1 We may immediately suspend Your access to the MarketSource Products without liability to You if at any time during the Term:

(a) You fail to pay any amounts due under this Agreement and You fail to remedy that failure within seven days after receiving notice requiring You to do so;

(b) We are not reasonably satisfied that any of Your operations or procedures will prevent unauthorised access to any Broker Specific Information or Restricted Information;

(c) We reasonably consider that Your connection or Your System is causing detrimental technical or operational issues for the MarketSource system, including but not limited to the performance of the MarketSource system, or Our trading system, which requires an immediate suspension of Your connection;

(d) in Our reasonable opinion, there are unjustified or unreasonable delays, interruptions or distortions within Your control in the transmission by You of Information to Subscriber Firms or End Users; or

(e) in Our reasonable opinion, any act or omission by You is considered likely to bring into disrepute Our name or reputation or the integrity of the markets conducted by the ASX Group at any time.

25.2 If We suspend Your connection with the MarketSource system pursuant to clause 25.1, We must notify You accordingly.

25.3 If in the case of any suspension pursuant to clause 25.1(a), (b) or (c), We are satisfied with the remedial action You have taken We will lift the suspension implemented pursuant to clause 25.1 and notify You.

25.4 If Your connection to MarketSource is suspended, We reserve the right, in the case of direct connections, to conduct further qualification tests and connectivity tests before You are reconnected to MarketSource after that suspension is lifted.

26 TERMINATION
26.1 You may terminate this Agreement if We breach a material term of this Agreement and fail to remedy that breach within 30 days after receiving notice requiring Us to do so.

26.2 We may terminate this Agreement or terminate Your access to MarketSource Products without liability immediately by notice in writing if:

(a) You are in material breach of this Agreement and fail to remedy that breach within 30 days after receiving notice requiring You to do so;

(b) You dispose of or lose possession of any Software or Communications Equipment;

(c) You are the subject of any event referred to in clause 26.6;

(d) any suspension implemented under clause 25.1 has not been lifted after a period of more than 90 days.

(e) You are in breach of clause 6.6.

26.3 Subject to clause 3, either party may terminate this Agreement on giving not less than 90 days prior written notice to the other, provided that You will be liable to pay the Outstanding Monies in accordance with clause 3.3 if You terminate.

26.4 You must notify Us immediately and we may terminate immediately by notice in writing if:

(a) You dispose of the whole or any part of Your assets, operations or business other than in the normal course of business;

(b) any step is taken to enter into any arrangement between You and Your creditors;

(c) You cease to be able to pay Your debts as they become due;
27 EFFECTS OF TERMINATION

27.1 Subject to clause 33, on termination of this Agreement by either party:

(a) We may retain any moneys paid;
(b) We may repossess the Communications Equipment and You must permit access to the Location by Our Personnel for this purpose;
(c) You must pay Us all amounts owed by You in connection with this Agreement, including under any indemnities;
(d) those rights and obligations required or purporting to have effect after termination of this Agreement including without limitation those arising under clauses 6.11, 17 (Taxes), 18 (Liability), 20 (Indemnity), 22 (Confidential Information) and 24 (Resolution of Disputes) will survive termination;
(e) We will be regarded as discharged from any further obligations under the Agreement; and
(f) Your licences and right to use the Software and the Information will immediately cease and You will as We direct, return or destroy all copies of the Software and Documentation in the possession or control of You and Your Personnel.

28 AMENDMENTS TO SCHEDULE 1

28.1 We may amend Schedule 1 at any time by providing notice to You in accordance with clause 31.4.

29 FORCE MAJEURE

29.1 If a party is wholly or partially unable to perform its obligations because of a Force Majeure Event then:

(a) as soon as reasonably practicable after the Force Majeure Event arises, that party must notify the other party of the extent to which the notifying party is unable to perform its obligations; and
(b) that party's obligation to perform those obligations will be suspended for the duration of the delay arising directly out of the Force Majeure Event.

29.2 If the delay arising directly out of a Force Majeure Event continues or is likely to continue for more than 60 days, the party not subject to the Force Majeure Event may, by notice to the other party, terminate this Agreement.

30 PUBLIC STATEMENTS

30.1 You may not advertise or make any public statement about the contents of this Agreement unless it has first obtained written consent from Us.

31 NOTICES

31.1 Subject to clause 31.4, communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement must be:

(a) in writing;
(b) addressed to the address of the other party specified in the Order Form or such other address as may be given in accordance with this clause; and
(c) left at or sent by prepaid post or by fax or via email to that address.

31.2 A notice given in accordance with clause 31.4 is received:

(a) if left at the recipient’s address, on the date of delivery; and
(b) if sent by prepaid post, 5 days after the date of posting;
(c) if sent by fax, when the sender’s facsimile system generates a message confirming successful transmission of the total number of pages of the notice; and
(d) if sent by email, when the sender's email receives a message confirming successful transmission.

31.3 Each party must notify the other of an address for notices which may, at any time, be changed by notice to the other party.

31.4 Any notice to be given by Us under this Agreement in connection with the amendment, variation, or replacement of:

(a) Schedule 1;
(b) the Fee Schedule;
(c) the Guide;
(d) manuals or the technical operation of the MarketSource Products;
(e) the ITS Qualification Test;
(f) the SYCOM Connectivity Test;
(g) any Documentation, may be given by way of publication on www.asxonline.com.

32 RELATIONSHIP

32.1 Nothing in this Agreement or any circumstances associated with it or its performance give rise to any relationship of partnership, principal and agent (except as expressly provided in this Agreement), or employer and employee between Us and You or between Us and any of Your Personnel and You have no right to assume or create any obligations of any kind, express or implied, in the name of or on behalf of Us.

33 RIGHTS CUMULATIVE – NO EXCLUSION OF LAW OR EQUITY

The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights provided by law or any other such right or remedy. This Agreement must not be construed in any way to exclude the operation of any principle of law or equity.

34 SEVERABILITY

34.1 If part or all of any clause of this Agreement is illegal or unenforceable, it will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement.

35 WAIVER

35.1 The failure of a party at any time to insist on performance by the other party of any obligation under this Agreement is not a waiver of its right:

(a) to insist on providing of, or to claim damages for breach of, that obligation, unless that party acknowledges in writing that the failure is a waiver; and
(b) at any other time insist on performance of that or any other obligation of the other party under this Agreement.

36 THIRD PARTY BENEFICIARIES

36.1 Any provision of this Agreement (including any indemnity or provision excluding or limiting liability) which is expressed to benefit a member of the ASX Group or its Personnel is to be interpreted as benefiting (in addition to benefiting Us) each of those persons and to be enforceable by each of those persons.

36.2 To that extent, We have entered into this Agreement and hold the benefit of those provisions for itself and on behalf of and as trustee for the members of the ASX Group and those Personnel.

37 SUBCONTRACTS

37.1 We may subcontract the performance of Our obligations under this Agreement or any part of this Agreement without Your consent.

38 ASSIGNMENT

38.1 This Agreement (and all of Our rights and obligations hereunder) may be assigned by Us at any time to any person capable of fulfilling Our obligations under this Agreement and such assignment shall be
38.2 Neither this Agreement nor any of the rights or obligations hereunder may be assigned by You without Our prior written consent, which consent shall not be withheld unreasonably.

39 PRIORITY OF DOCUMENTS
39.1 If there is any inconsistency between any of the terms in this Agreement, the order of precedence shall be as follows:
   (a) the General Terms and Conditions;
   (b) Schedule 1;
   (c) the Order Form;
   (d) the Fee Schedule;
   (e) the Guide.

40 GOVERNING LAW AND JURISDICTION
40.1 This Agreement is governed by the laws in force in the State of New South Wales and each party submits to the exclusive jurisdiction of the courts within that State.
SCHEDULE 1

Definition:

“Broker Specific Information” means the information specific to a Participant that instigated a transaction on either the ITS or Sycom trading system and which is not distributed by Us to other Participants, including but not limited to, the following:

- Client references on orders and trades
- Iceberg quantities on orders
- The Broker Identifier or Broker name associated with an order or trade
- in relation to Cash Market Products other than Warrants
- The unique identifier of a Trading Participant allocated by the ASX pursuant to the ASX Market Rules, i.e. the Broker Number, in relation to Cash Market Products other than Warrants
- Some order types, e.g. SHL – Short Sell, PST – Price Stabilisation
- Signum (DTR identifier) on orders and trades
- Expiry dates on orders
- The short sell parameter on own trades
- Trades with condition codes:
  - BP – Booking Purposes
  - LN – Loan
  - LR – Loan Return

We grant to You a non-transferable, non-exclusive licence to acquire, store and process in Your computer system the Restricted Information and Broker Specific Information in accordance with this Schedule 1.

1. Restricted Information or Broker Specific Information must not be supplied, shown or made available or allow to be accessed by any means or permitted to be supplied, shown or made available to anyone who is not a Designated Trading Representative of the relevant Participant, except where that person is an employee of Yours or Participant and has a need to access that data as part of their duties (“Permitted Persons”).

2. If requested by a Participant, We will supply to You Restricted Information and Broker Specific Information of that Participant, until that request is revoked.

3. If You have access to Restricted Information and Broker Specific Information for more than one Participant, You must ensure that the Restricted Information and Broker Specific Information for each Participant is treated as Confidential Information in respect of each Participant.

4. We may determine, in Our sole discretion, to allow the release of Restricted Information or Broker Specific Information to third parties including but not limited to Participants in particular circumstances or where We determine it is necessary to do so to maintain a fair and orderly market.

6. You will:

(a) ensure at all times during the Term that none of Your Subscriber Firm’s Personnel are able to obtain any access to Restricted Information or Broker Specific Information unless expressly permitted to do so under this Agreement;

(b) prior to disseminating any Restricted Information, establish and implement all procedures and systems necessary to ensure compliance with Schedule 1.

8. You will at Your cost complete and provide Us with an updated Procedures Certificate signed by Your duly authorised officer within 30 days of being so requested by Us in writing or as otherwise required in the Guide.

(d) ensure at all times that all Permitted Persons:

(i) are made aware of their obligations of confidentiality in respect of Restricted Information and Broker Specific Information; and

(ii) not access, use or disclose Restricted Information or Broker Specific Information except as expressly authorised under this Agreement.