## [SPONSORSHIP / SETTLEMENT] BOND

Issued to: ASX Settlement Pty Limited ABN 49 008 504 532 of 20 Bridge Street Sydney, New South

Wales ("ASX Settlement")

Issued by: [insert name, ABN and address of Issuer] (the "Issuer")

Guidance: the Issuer must be an Australian bank as defined in the Corporations Act 2001 (Cth) to mean an Australian ADI that is permitted under section 66 of the Banking Act 1959 to assume or use:

(a) the word bank, banker or banking; or

(b) any other word (whether or not in English) that is of like import to a word referred to in paragraph (a)

On account of: [insert name and address of Participant] (the "Participant")

Guidance: the account must not be in the name of any other entity other than the Participant admitted or

being admitted under the ASX Settlement Operating Rules

Date of this Bond: [insert date]
Amount of this Bond: \$AUD [500,000]

- The Issuer at the request of the Participant and for valuable consideration hereby irrevocably and unconditionally undertakes to pay to ASX Settlement upon demand from time to time by ASX Settlement and at the place and in the manner specified in the demand any sum or sums demanded in accordance with paragraph 2, without conditions, without reference to the Participant and notwithstanding any contrary request or instruction by the Participant.
- 2. Each demand by ASX Settlement:
  - (a) shall be in writing signed on behalf of ASX Settlement;
  - (b) shall state:
    - (i) the amount demanded (which shall not exceed the Amount of the Issuer's Liability as calculated in accordance with paragraph 3); and
    - (ii) that the amount demanded is required in order to be applied as prescribed by the ASX Settlement Rules;
  - (c) shall be left at or posted to the address of the Issuer stated in this Bond or currently recorded in the records kept by ASX Settlement.
- 3. The Issuer's Liability at any time under this Bond shall be the Amount of this Bond reduced by the amount of each payment made by the issuer under paragraph 2 up to that time.
- 4. This Bond is independent of any other security lodged or required to be lodged or maintained by the Participant with ASX Settlement in accordance with the ASX Settlement Rules.
- 5. This Bond may be discharged or released wholly or in part only as prescribed by the ASX Settlement Rules. Discharge or release of this Bond will not prejudice or adversely affect any other right of, or security lodged with, ASX Settlement in respect of the Participant.
- 6. This Bond continues in force until ASX Settlement returns it to the Issuer with written confirmation that it is no longer required.
- 7. A reference to the ASX Settlement Rules is a reference to the Operating Rules of ASX Settlement as amended or replaced from time to time and any mandatory provision in those Rules prescribing the application, discharge or release of this Bond. In the absence of any such mandatory provision, "prescribed by the ASX Settlement Rules" shall mean "according to the discretion of ASX Settlement" and this Bond shall be demanded, applied, discharged and/or released in accordance with the discretion of ASX Settlement.
- 8. The proper law of this Bond shall be the law of the State of New South Wales.
- 9. This Bond has been duly executed as a deed by the Issuer the date specified above.

Signed sealed and delivered for and on behalf of: [ISSUER NAME]

in the presence of: [WITNESS SIGNATURE]

[WITNESS NAME]

Guidance: adjust execution clause as necessary to ensure that this Bond is validly executed as a deed.