

**Australian Securities and Investments Commission**  
***Corporations Act 2001* — Subsection 798G(1) — Variation**

**1. Enabling legislation**

I, Kathleen Cuneo, with the written consent of the Minister, make the following instrument under subsection 798G(1) of the *Corporations Act 2001*.

Dated this 26<sup>th</sup> day of July 2011

Signed by Kathleen Cuneo

as a delegate of the Australian Securities and Investments Commission

**2. Title**

This instrument is ASIC Market Integrity Rules (ASX 24 Market) Amendment 2011 (No. 1).

**3. Commencement**

This instrument commences on the later of:

- (a) 1 August 2011; and
- (b) the day after the instrument is registered under the *Legislative Instruments Act 2003*.

Note: An instrument is registered when it is recorded on the Federal Register of Legislative Instruments (FRLI) in electronic form: see *Legislative Instruments Act 2003*, section 4 (definition of register). The FRLI may be accessed at <http://www.frli.gov.au/>.

**4. Amendments**

Under this instrument, the *ASIC Market Integrity Rules (ASX 24 Market) 2010* are amended by:

- (a) inserting Part 2.3 below after Part 2.2; and
- (b) inserting Chapter 5, Chapter 6, Chapter 7 and Forms 1 to 8 in the Schedule below after Part 4.2.

## Part 2.3 Account reconciliation obligations

### 2.3.1 Application of Part

(1) This Part applies to a Market Participant who holds Client monies.

(2) For the purposes of this Part:

“**ASX Clear**” means ASX Clear Pty Limited.

“**ASX Clear (Futures)**” means ASX Clear (Futures) Pty Limited.

“**ASX**” means ASX Limited (ACN 008 624 691).

“**Client**” excludes a Related Body Corporate or a division of the Market Participant.

“**Clients’ Segregated Account at Bank**” means the Total Third Party Client Monies held in the clients’ segregated account relating to futures contracts traded on any exchange.

“**Deposits with ASX Clear Client Account**” means the total amount of third-party client funds, including margin amounts, lodged with ASX Clear in relation to transactions in futures contracts.

“**Deposits with ASX Clear (Futures) Client Account**” means the total amount of third-party client funds, including margin amounts, lodged with ASX Clear (Futures) in relation to transactions in futures contracts.

“**Deposits with ASX Clear (Futures) Clearing Participant**” means the total amount of third-party client funds paid to a Clearing Participant of ASX Clear (Futures) in relation to transactions in futures contracts.

“**Deposits with ASX Clear Participant**” means the total amount of third-party client funds paid to a participant of ASX Clear in relation to transactions in futures contracts.

“**Deposits with an ASX 24 Market Participant**” means the total amount of third-party client funds paid to another Market Participant.

“**Deposits with an ASX Participant**” means the total amount of third-party client funds paid to a participant of ASX in relation to transactions in futures contracts.

“**Deposits with an Overseas Broker**” means the total amount of third-party client funds lodged with an Overseas Broker in relation to transactions in futures contracts.

“**Director/Employee Monies**” means, in respect of transactions in futures contracts dealt on any exchange, the total amount of money received from:

- (a) any director, or officer, of the Market Participant; and
- (b) any employee of the Market Participant.

“**Total Deposits**” in Rule 2.3.2 means the sum of Rules 2.3.2(2)(c)(i)–(ix); and in Rule 2.3.3 means the sum of Rules 2.3.3(3)(c)(i)–(ix).

**“Total Futures Client Monies”** means the total amount of money received from Clients in respect of transactions in futures contracts, including amounts relating to futures contracts traded on any exchange.

**“Total Third Party Client Monies”** means Total Futures Client Monies less Director/Employee Monies.

**“Variation”** means Total Third Party Client Monies less Total Deposits.

### 2.3.2 Daily reconciliation of client funds

(1) Subject to Rule 2.3.2(3), a Market Participant must perform an accurate reconciliation, by 7.00 pm on the Business Day after the Business Day to which the reconciliation relates, of the aggregate balance held by it at the close of business on each Business Day in clients’ segregated accounts maintained under Rule 2.2.6 and the corresponding balance as recorded in the Market Participant’s accounting records.

(2) The reconciliation referred to in Rule 2.3.2(1) must set out:

- (a) the date to which the reconciliation relates;
- (b) for both the day of the reconciliation and the prior day, the dollar amounts of:
  - (i) Total Futures Client Monies;
  - (ii) Director/Employee Monies; and
  - (iii) Total Third Party Client Monies;
- (c) for both the day of the reconciliation and the prior day, the dollar amounts of:
  - (i) Clients’ Segregated Account at Bank;
  - (ii) Deposits with ASX Clear (Futures) Client Account;
  - (iii) Deposits with ASX Clear Client Account;
  - (iv) Deposits with ASX Clear (Futures) Clearing Participant;
  - (v) Deposits with ASX Clear Participant;
  - (vi) Deposits with an ASX24 Market Participant;
  - (vii) Deposits with an ASX Market Participant;
  - (viii) Deposits with an Overseas Broker;
  - (ix) funds invested in accordance with section 981C(a) of the Corporations Act; and
  - (x) Total Deposits;
- (d) the dollar amount of the Variation for both the day of the reconciliation and the prior day;

- (e) the percentage amount of the Variation for both the day of the reconciliation and the prior day;
- (f) an explanation of the reason for a Variation, if the dollar amount of the Variation is more than, or less than, zero; and
- (g) where the movement in Total Futures Client Monies is greater than 20% from the prior day, an explanation of the reason.

(3) A Market Participant does not need to comply with Rule 2.3.2 until 1 January 2012.

Maximum penalty: \$1,000,000

### **2.3.3 Monthly reconciliation of client' funds**

(1) Subject to Rule 2.3.3(5), a Market Participant must perform an accurate reconciliation of the aggregate balance held by it at the close of business on the last Business Day of each calendar month in clients' segregated accounts maintained under Rule 2.2.6 and the corresponding balance as recorded in the Market Participant's accounting records.

(2) The reconciliation referred to in Rule 2.3.3(1) must be given to ASIC by the last Business Day of the calendar month following the calendar month to which the reconciliation relates.

(3) The reconciliation referred to in Rule 2.3.3(1) must set out:

- (a) the date to which the reconciliation relates;
- (b) for both the last Business Day of the month of the reconciliation and the last Business Day of the prior month, the dollar amounts of:
  - (i) Total Futures Client Monies;
  - (ii) Director/Employee Monies; and
  - (iii) Total Third Party Client Monies;
- (c) for both the last Business Day of the month of the reconciliation and the last Business Day of the prior month, the dollar amounts of:
  - (i) Clients' Segregated Account at Bank;
  - (ii) Deposits with ASX Clear (Futures) Client Account;
  - (iii) Deposits with ASX Clear Client Account;
  - (iv) Deposits with ASX Clear (Futures) Clearing Participant;
  - (v) Deposits with ASX Clear Participant;
  - (vi) Deposits with an ASX 24 Market Participant;
  - (vii) Deposits with an ASX Market Participant;

- (viii) Deposits with an Overseas Broker;
  - (ix) funds invested in accordance with section 981C(a) of the Corporations Act; and
  - (x) Total Deposits;
- (d) the dollar amount of the Variation for both the last Business Day of the reconciliation and the last Business Day of the prior month;
- (e) the percentage amount of the Variation for both the last Business Day of the month of the reconciliation and the last Business Day of the prior month;
- (f) an explanation of the reason for a Variation, if the dollar amount of the Variation is more than, or less than, zero; and
- (g) where the movement in Total Futures Client Monies is greater than 20% from the last Business Day of the prior month, an explanation of the reason.
- (4) A reconciliation created for the purposes of this Rule 2.3.3 must contain a statement signed by a Director or a person authorised in writing by a Director, stating that the signatory believes, and has no reason not to believe, that the reconciliation is accurate in all respects.
- (5) A Market Participant does not need to comply with Rule 2.3.3(1) until 1 January 2012.

Note: Rule 2.3.3(5) means the first reconciliation required to be given to ASIC under Rule 2.3.3 is for the calendar month ended 31 January 2012, and it must be given to ASIC by 29 February 2012.

Maximum penalty: \$1,000,000

#### **2.3.4 Obligation to notify ASIC about daily reconciliation**

A Market Participant must notify ASIC, in writing, within 2 Business Days if:

- (a) a reconciliation has not been performed in accordance with Rule 2.3.2;
- (b) according to a reconciliation performed under Rule 2.3.2, Total Deposits is less than Total Third Party Client Monies; or
- (c) if it is unable to reconcile its clients' segregated accounts under Rule 2.3.2.

Maximum penalty: \$100,000

#### **2.3.5 Annual declarations for clients' funds**

(1) A Market Participant must prepare and give to ASIC within 3 months of the end of the financial year of the Market Participant:

- (a) a directors' declaration containing the information set out in Form 1 Part 1 of these Rules, authorised in the manner specified in Rule 2.3.5(2); and
- (b) an auditor's report containing the information set out in Form 1 Part 2 of these Rules, signed by a partner or director of the audit firm.

- (2) For the purposes of this Rule, a directors' declaration must be authorised by:
- (a) 2 directors of the Market Participant whose names appear in the declaration; or
  - (b) 1 director ('first director') of the Market Participant and 1 representative of the Market Participant, whose names appear in the declarations, where the representative has been authorised by the board or by a director other than the first director.
  - (c) 2 representatives of the Market Participant whose names appear in the declaration and who have been authorised by the board or each authorised by a different director of the Market Participant to give the declaration.

### **2.3.6 Scope of audits**

(1) A Market Participant must give its auditor access to its premises and Employees and all records, documents, explanations and other information required by the auditor in respect of any audit conducted under Rule 2.3.5(1)(b).

(2) A Market Participant must:

- (a) not impose any limitation on the extent of any audit required under Rule 2.3.5(1)(b); and
- (b) permit and direct the auditor to notify ASIC immediately if any limitation is imposed on the auditor, or if the auditor is hindered or delayed in the performance of the auditor's duties.

(3) The records of each of the Market Participant's nominee companies must be included in the audit under Rule 2.3.5(1)(b).

Maximum penalty: \$100,000

## Chapter 5: Capital requirements

### Part 5.1 Interpretation

#### 5.1.1 Definitions

In this Chapter:

**“Approved Subordinated Debt”** means an amount owing by a Trading Participant which is payable at a time or by instalments approved by ASIC and is to the satisfaction of ASIC effectively subordinated so that any right of the creditor in question to receive payment in the case of bankruptcy of or any composition or compromise with creditors by or appointment of a trustee in bankruptcy or in the case of liquidation, liquidator in respect of the Trading Participant or the partners or any of them is extinguished to such an extent as will ensure payment or provision for payment in full of all claims of all other present and future creditors of the Trading Participant in priority to the claim of the subordinated creditors and in respect of which a Subordinated Loan Deed has been executed under seal by the Trading Participant, the lender and ASIC.

**“NTA”** means the sum of the values of the assets (both fixed and current) owned by the Trading Participant or prospective Trading Participant as the case may be (such value being the lower of cost or market) less the sum of any liabilities (secured and unsecured) attaching to those assets or to the Trading Participant or prospective Trading Participant generally (and in the case of a partnership then attaching to the partners).

The values of assets for the purpose of this definition shall not include the value attributed to any future tax benefits, goodwill, patent, trademark, participation rights granted by the Market Operator, a commitment provided in accordance with the Clearing Rules or any asset used to secure that commitment, preliminary expense or other items of a like nature which are regarded in current accounting practice as intangible or the value attributed to any debt owed to the Trading Participant which is disputed or may otherwise be regarded as doubtful or the value of any asset which is not capable of being realised within 12 months on a going concern basis. Liabilities shall include provision for estimated liability for income tax, long service leave and any other contingency for which provision is properly made in current accounting practice. Liabilities may, if ASIC so approves, having regard to all the circumstances, exclude Approved Subordinated Debt.

**“NTA Requirements”** means the requirements that a Trading Participant, other than a Principal Trader, must ensure at all times that the value of the NTA is not less than one million dollars (\$1,000,000).

**“Subordinated Loan Deed”** means a deed which contains provisions including (without limitation):

- (a) that its terms are not to be varied without the agreement in writing of all parties;
- (b) that the lender’s rights to receive interest and principal payments pursuant to the loan are subordinated at all times to other creditors;

- (c) that repayment of the loan in whole or in part is subject to the approval of ASIC, which shall not be given unless it is satisfied that the Trading Participant will, after repayment, be able to comply with the NTA Requirements; and
- (d) that the obligation to repay the loan and to pay interest will be suspended for the duration of any period in which the level of the Trading Participant's Net Tangible Assets falls below the minimum required by the Rules.

## **Part 5.2 Capital requirements**

### **5.2.1 NTA Requirements**

A Trading Participant must at all times comply with the NTA Requirements, unless:

- (a) the Trading Participant is only a Principal Trader; or
- (b) the Trading Participant is a Clearing Participant and complies with the capital requirements under the Clearing Rules.

Maximum penalty: \$1,000,000

## Chapter 6: Accounts and audit

### Part 6.1 Interpretation

#### 6.1.1 Application of Rules

This Chapter does not apply to:

- (a) a Trading Participant that is only approved as a Principal Trader; or
- (b) a Trading Participant that is also a Clearing Participant.

### Part 6.2 Financial statements

#### 6.2.1 Reporting to ASIC

(1) A Trading Participant must prepare and give to ASIC:

- (a) financial statements, as set out in Rule 6.2.1(2), by the time set out in that Rule, which give a true and fair view of the financial position and performance of the business and which are prepared in accordance with accounting standards and principles which are generally accepted in Australia;
- (b) directors' declarations as set out in Rule 6.2.1(2) by the time set out in Rule 6.2.1(2); and
- (c) auditor's reports as set out in Rule 6.2.1(2) by the time set out in Rule 6.2.1(2).

(2) For the purposes of Rules 6.2.1(1)(a), (b) and (c), the financial statements, directors' declarations and auditor's reports to be given to ASIC, and the time by which they must be given, are:

- (a) within 3 months of the end of the financial year of a Trading Participant:
  - (i) an electronic copy of the Trading Participant's statutory accounts, including a directors' declaration and audit report as required under the laws of the Trading Participant's home jurisdiction;
  - (ii) an audited annual NTA return containing the information in, and in the form set out in, Form 2 of these Rules;
  - (iii) directors' declarations containing the information in, and in the form set out in Form 3 Parts 1 and 2 of these Rules, authorised in the manner specified in Rule 6.2.1(7); and
  - (iv) annual audit reports containing the information (as applicable) in, and in the form set out in Form 4 Parts 1 and 2 of these Rules, signed by a partner or director of the audit firm; and
- (b) within 10 Business Days of the end of each calendar month:

- (i) a monthly NTA return containing the information in, and in the form set out in, Form 5 of these Rules as at the last day of the preceding calendar month; and
- (ii) a directors' declaration relating to the monthly NTA return in the form set out in Form 6 of these Rules, authorised in the manner specified in Rule 6.2.1(7).

Note: Rule 6.2.1(9) provides that for the calendar months August through to December 2011 a market participant may comply with Rule 6.2.1(2)(b) by lodging the return and declaration required by the Rule by the end of the calendar month following the month to which the return relates. Monthly returns for January 2012 onwards must be given to ASIC within 10 business days of the end of a calendar month.

(3) If a Trading Participant becomes aware that its NTA has fallen below the minimum level required by Rule 5.2.1, the Trading Participant must:

- (a) notify ASIC, in writing, immediately upon becoming so aware, and specifying the level to which its NTA has fallen; and
- (b) give to ASIC:
  - (i) within 24 hours of becoming aware that its NTA has fallen below the minimum level required by Rule 5.2.1, a summary NTA return containing the information in, and in the form set out in, Form 7 of these Rules; and
  - (ii) within 24 hours of becoming aware that its NTA has fallen below the minimum level required by Rule 5.2.1, a directors' declaration relating to the summary NTA return given under Rule 6.2.1(3)(b)(i) in the form set out in Form 6 of these Rules, authorised in the manner specified in Rule 6.2.1(7).

(4) If the NTA of a Trading Participant falls below 150% of the minimum level required by Rule 5.2.1, the Trading Participant must give to ASIC:

- (a) within 5 Business Days of the NTA falling below 150% of the minimum level required by Rule 5.2.1, a summary NTA return containing the information in, and in the form set out in, Form 7 of these Rules; and
- (b) within 5 Business Days of the NTA falling below 150% of the minimum level required by Rule 5.2.1, a directors' declaration relating to the summary NTA return given under Rule 6.2.1(4)(a) in the form set out in Form 6 of these Rules, authorised in the manner specified in Rule 6.2.1(7).

(5) If the NTA of a Trading Participant decreases by more than 20% since the last notification given to ASIC under this Rule, the Trading Participant must give to ASIC:

- (a) within 5 Business Days of the decrease, a summary NTA return containing the information in, and in the form set out in, Form 7 of these Rules; and
- (b) within 5 Business Days of the decrease, a directors' declaration relating to the summary NTA return given under Rule 6.2.1(5)(a) in the form set out in Form 6 of these Rules, authorised in the manner specified in Rule 6.2.1(7).

(6) A Trading Participant must, if requested by ASIC in writing, give ASIC an ad hoc NTA return for the period specified in ASIC's request, containing the information in, and in the form set out

in Form 8 to these Rules and a directors' declaration relating to the ad hoc NTA return in the form set out in Form 6 of these Rules, authorised in the manner specified in Rule 6.2.1(7), within 24 hours of receipt of ASIC's request.

(7) For the purposes of this Rule, a directors' declaration must be authorised by:

- (a) 2 directors of the Trading Participant whose names appear in the declaration; or
- (b) 1 director ('first director') of the Trading Participant and 1 representative of the Trading Participant, whose names appear in the declarations, where the representative has been authorised by the board or by a director other than the first director; or
- (c) 2 representatives of the Trading Participant whose names appear in the declaration and who have been authorised by the board or each authorised by a different director of the Trading Participant to give the declaration.

(8) A Trading Participant may comply with:

- (a) Rule 6.2.1(2)(a)(ii) (audited annual NTA return);
- (b) Form 3 Part 1 of Rule 6.2.1(2)(a)(iii) (directors' declaration in relation to audited annual NTA return);
- (c) Rule 6.2.1(2)(b)(i) and (ii) (monthly NTA return and directors' declaration);
- (d) Rule 6.2.1(3)(b)(i) and (ii) (summary NTA return and directors' declaration if NTA falls below minimum level);
- (e) Rule 6.2.1(4)(a) and (b) (summary NTA return and directors' declaration if NTA falls below 150% of minimum level)
- (f) Rule 6.2.1(5)(a) and (b) (summary NTA return and directors' declaration if NTA decreases by more than 20% since last notification to ASIC); and
- (g) Rule 6.2.1(6) (ad hoc NTA return and directors' declaration if ASIC makes a written request for that information)

by submitting the information required to be given to ASIC to the electronic return lodgement and monitoring system maintained by the Market Operator. For the avoidance of doubt, other information and documents required to be given to ASIC by Rule 6.2.1 may not be given to ASIC in that way.

(9) For the calendar months August, September, October, November and December 2011 a Trading Participant may comply with Rule 6.2.1(2)(b) by lodging the return and declaration required by that Rule by the end of the calendar month following the month to which the return relates.

Maximum penalty: \$1,000,000

## **6.2.2 Scope of audits**

(1) A Trading Participant must give its auditor access to its premises and Employees and all records, documents, explanations and other information required by the auditor in respect of any audit conducted under Rule 6.2.1(1)(c).

(2) A Trading Participant must:

- (a) not impose any limitation on the extent of any audit required under Rule 6.2.1(1)(c); and
- (b) permit and direct the auditor to notify ASIC immediately if any limitation is imposed on the auditor, or if the auditor is hindered or delayed in the performance of the auditor's duties.

(3) The records of each of the Trading Participant's nominee companies must be included in the audit under Rule 6.2.1(1)(c).

Maximum penalty: \$100,000

# Chapter 7: Margins and right of Close Out

## Part 7.1 Interpretation

### 7.1.1 Definitions

In this Chapter:

“**Approved Ratings Agency**” means a credit rating agency holding an Australian Financial Services Licence authorising it to give general advice by issuing a credit rating.

“**Approved Securities**” means securities appearing on the list below for which the Trading Participant has, and is able to demonstrate, direct control over and authority to liquidate:

- (a) a letter of credit or guarantee in favour of the Trading Participant issued in documentary form by an Australian ADI or by a foreign bank with at least a short term investment grade credit rating from an Approved Ratings Agency (provided that the Australian ADI or foreign bank is not the Client);
- (b) a letter of credit or guarantee in favour of the Trading Participant issued by the New South Wales Treasury Corporation, the Queensland Treasury Corporation or the Tasmanian Public Finance Corporation;
- (c) not more than 75% of the market value of shares in one or more of the top 100 Australian companies listed on an Australian stock exchange approved under the Corporations Act, measured by market capitalisation at the time the Cover was lodged;
- (d) not more than 70% of the market value of shares in one or more of the top 10 listed New Zealand companies, measured by market capitalisation at the time the Cover was lodged;
- (e) not more than 90% of the market value of Australian government securities that have a residual maturity of over 1 year;
- (f) not more than 95% of the market value of Australian government securities that have a residual maturity of under 1 year;
- (g) for a trading participant trading on a foreign Financial Market, not more than 90% of the market value of foreign government securities that have a residual maturity of under 12 months if;
  - (i) the security is approved by that foreign Financial Market;
  - (ii) the security is acceptable as Cover by a futures broker of that country; and
  - (iii) the country has a Standard & Poor’s long-term and short-term credit rating for sovereigns of AAA and A-1 respectively;
- (h) not more than 95% of the market value of bills of exchange accepted or endorsed by an Australian ADI (provided the Australian ADI is not the Client); and

- (i) not more than 95% of the market value of Negotiable Certificates of Deposit issued by an Australian ADI (provided the Australian ADI is not the Client).

**“Australian ADI”** has the meaning given by section 9 of the Corporations Act.

**“Clearing Facility”** means ASX Clear (Futures) Pty Ltd (ACN 050 615 864)

**“Initial Margin”** means the amount which a Trading Participant requires to be paid by a Client in respect of a Futures Contract entered into or proposed to be entered into on behalf of a Client.

**“Variation Margin”** means the difference between the value of a Futures Contract or Option Contract as shown in the contract, and the value of that contract at any given time.

## Part 7.2 Obligations for Trading Participants

### 7.2.1 Margin obligations

A Trading Participant, other than a Principal Trader, must comply with the margin obligations in this Part.

Maximum penalty: \$1,000,000

### 7.2.2 Calling Initial Margin

(1) As soon as possible after the execution of the Client’s instructions, a Trading Participant must Call at least the minimum Initial Margin that is determined from time to time under the Clearing Rules.

(2) In calculating the amount of Initial Margin, a Trading Participant must not offset the Initial Margin on another Contract due by the Client to the Trading Participant unless that other Contract is for the opposite position in the same delivery month and in respect of the same commodity.

(3) Nothing in Rule 7.2.2(1) prevents a Trading Participant from Calling an amount higher than the minimum Initial Margin referred to in Rule 7.2.2(1).

(4) A Trading Participant must not accept anything but cash in satisfaction of Initial Margin from a Client, unless the Trading Participant has agreed to accept and has received Cover by way of Approved Securities.

### 7.2.3 Calling Variation Margin

(1) Subject to Rule 7.2.3(2), a Trading Participant must Call Variation Margin from the Client when the Client has a net debit Variation Margin Position, unless the Client is a Clearing Participant and the Contracts are registered with the Clearing Facility in the name of that Clearing Participant.

(2) Where the amount of a Call in Rule 7.2.3(1) would be \$1,000 or less, the making of such a Call shall be at the discretion of the Trading Participant.

#### **7.2.4 Liability for Margins**

A Trading Participant's Client agreement must provide that:

- (a) liability of the Client for the Initial Margin shall arise upon execution of the instructions given by the Client, irrespective of the time when the Call is made; and
- (b) liability for Variation Margin shall arise at the same time as the Variation Margin comes into existence, irrespective of the time when any Call is made.

#### **7.2.5 Satisfaction of Calls for Margin**

(1) A Trading Participant's Client agreement must provide that Calls for Initial Margin and Variation Margin must be satisfied by payment unless the Trading Participant agrees to accept and receives, in lieu of payment, Approved Securities.

(2) A Trading Participant's Client agreement must provide that:

- (a) if the Trading Participant receives Approved Securities in accordance with Rule 7.2.5(1), such Approved Securities shall be retained by the Trading Participant until such time as the liability of the Client is extinguished either by the relevant contracts being Closed Out or payment being made by a Buyer or delivery in accordance with the Rules being effected by a Seller; and
- (b) if the liability of the Client is not extinguished, as set out in Rule 7.2.5(2)(a), then the Approved Securities may be realised by the Trading Participant and the proceeds applied against that liability.

(3) A Trading Participant must ensure liability of a Client for Initial Margin is Covered at all times.

#### **7.2.6 Time for payment of Margins**

(1) Where a Call is made for Initial or Variation Margin, the Trading Participant must stipulate the time for payment or lodgement of Approved Securities, which must not be greater than:

- (a) 24 hours if the Client's address is within Australia; or
- (b) 48 hours if the Client's address is outside Australia.

(2) Subject to Rules 7.2.6(4) and 7.2.10, a Trading Participant must not provide credit for a Client beyond the periods specified in Rules 7.2.6(1)(a) and (b).

(3) A Trading Participant's Client agreement must provide that time shall be of the essence in respect of payment or lodgement under this Part 7.2.

(4) A Trading Participant will not be in breach of Rule 7.2.6(2) where the Trading Participant exercises a reasonable discretion to not Close Out in accordance with Rule 7.2.8(3).

### **7.2.7 Spread Margins**

(1) Where a Trading Participant holds a Spread position on behalf of a Client, the Trading Participant must Call an Initial Margin of not less than the amount for that Spread determined by the Clearing Facility.

(2) When one leg of a Spread is in the first delivery (spot) month, the Initial Margin required on that leg must not be less than the amount required by the Clearing Facility on the first delivery (spot) month, and the other leg of the Spread must attract the normal Initial Margin requirements.

### **7.2.8 Obligation of Close Out**

(1) Subject to Rule 7.2.8(3), where a Client is in default by failing to pay a Call (or lodge Approved Securities) within the time stipulated under Rule 7.2.6(1), a Trading Participant must, immediately upon expiry of that time period, Close Out to the extent necessary to counter the Call, all or any existing Open Positions in any Market held by the Trading Participant on account of the Client.

(2) A Trading Participant's Client Agreement must provide that the Trading Participant shall not be liable to the Client for any loss sustained by the Client as a result of the Trading Participant Closing Out in accordance with Rule 7.2.8(1).

(3) A Trading Participant shall not be obliged to Close Out futures positions in accordance with Rule 7.2.8(1) where the Trading Participant exercises a reasonable discretion to not Close Out having regard to:

- (a) the expertise and financial status of the Client;
- (b) any genuine attempts by the Client to meet the Call within the time prescribed; and
- (c) whether relevant actions or omissions of third parties resulted in the Client failing to pay the Call.

### **7.2.9 Margin Requirements for Trading on Financial Markets other than Markets operated by the Market Operator**

(1) Where a Trading Participant is Dealing in Contracts on behalf of Clients on Financial Markets which are not Markets operated by the Market Operator, the Trading Participant must comply with any margin obligations contained in the rules of that Financial Market.

(2) Where the rules of a Financial Market referred to in Rule 7.2.9(1) do not contain any margin obligations, the Trading Participant must comply with the margin obligations set out in this Part when Dealing in Contracts on behalf of Clients on that Financial Market as if it were dealing in Contracts on behalf of Clients on the Market.

(3) A Trading Participant must ensure that it has procedures in place to determine the Initial Margin and Variation Margin Calls are being made as soon as possible after the execution of the Client's instructions, including, but not limited to, the maintenance of a Margin Action Book and a Margin Default Register.

(4) For the purposes of Rule 7.2.9(3), a “Margin Action Book” is a document recording, without limitation, the following information about action taken in relation to Margin Calls:

- (a) Client name;
- (b) amount of Call required;
- (c) time and date Client contacted;
- (d) Client response; and
- (e) date funds received.

(5) For the purposes of Rule 7.2.9(3), a “Margin Default Register” is a document recording, without limitation, the following information in relation to non-receipt of Margin payments:

- (a) Client name;
- (b) amount of the Call;
- (c) time and date of the initial Call and any subsequent Calls;
- (d) details of escalation and other relevant steps taken by the Trading Participant;
- (e) details of whether the Trading Participant closed out the Client’s positions and, if not, the reasons why the Trading Participant has not done so, having regard to Rule 7.2.8(3); and
- (f) date and amount of funds received or details of action taken by the Client.

### **7.2.10 Credit lines**

A Trading Participant must not accept credit lines for payment of margins unless:

- (a) the Trading Participant is an Australian ADI and:
  - (i) the monies are lent by a separate credit division of the Australian ADI;
  - (ii) such monies are lent in accordance with normal credit policy of the Australian ADI; and
  - (iii) the facility is used to pay obligations for Initial and Variation Margins and that such obligations are met by actual payment into the clients’ segregated account of the Trading Participant through a direct call on the facility; or
- (b) the credit is provided to Clients of the Trading Participant by a related entity of the Trading Participant to meet Initial and Variation Margins and:
  - (i) the related entity’s core business activity is the provision of credit to Clients;
  - (ii) the related entity is an Australian ADI; and
  - (iii) the related entity is not a subsidiary of the Trading Participant.

### **7.2.11 Notifying ASIC**

(1) A Trading Participant must advise ASIC, in writing, as soon as a Call has not been met by a Client and the Trading Participant has not closed out the Client's positions.

(2) Subject to any reasonable discretion exercised by the Trading Participant in accordance with Rule 7.2.8(3), the notification referred to in Rule 7.2.11(1) must be given as soon as there is any doubt to a reasonable person that the funds will not arrive from the Client.

# Schedule

## Form 1 Part 1

### DIRECTORS' DECLARATION

#### CLIENT FUNDS

As directors of .....[entity name] ("the Participant"), we are responsible for maintaining an effective internal control structure, including establishing and maintaining accounting records and effective internal controls designed to ensure compliance with the requirements of Rule 2.2.6 of the *ASIC Market Integrity Rules (ASX 24 Market) 2010* in relation to clients' segregated accounts.

In carrying out this responsibility, we have had regard to the interests of the clients and owners of the Participant, and to the general effectiveness and efficiency of the operations of the Participant.

In the opinion of the directors, the Participant maintained, in all material respects, during the .....[insert number] month period ended .....[insert date] suitably designed and effective internal controls to comply with the requirements of Rule 2.2.6 of the *ASIC Market Integrity Rules (ASX 24 Market) 2010* in relation to clients' segregated accounts.

.....  
Authorised in accordance with Rule 2.3.5(2)

.....  
Name

.....  
Date

.....  
Authorised in accordance with Rule 2.3.5(2)

.....  
Name

.....  
Date

**Form 1 Part 2**

**Annual Statement of Client Funds**

**Auditor's Report**

We have audited the accounting records and internal control policies and procedures (“internal controls”) of .....[Entity Name] (the “Participant”) designed to ensure compliance with the requirements of Rule 2.2.6 of the *ASIC Market Integrity Rules (ASX 24 Market) 2010* (“ASX 24 Rules”) in relation to clients’ segregated accounts (the “Clients’ Segregated Accounts Rules”) in order to express an opinion about their effectiveness for the period/year ended .....[date] (“the Financial Year”).

The directors of the Participant are responsible for maintaining an effective internal control structure, including establishing and maintaining accounting records and effective internal controls designed to ensure compliance with the requirements of the Clients’ Segregated Accounts Rules. We have conducted an independent audit of the internal controls designed to ensure compliance with the requirements of the Clients’ Segregated Accounts Rules in order to express an opinion on them to the directors of the Participant for the Financial Year ended.....[insert date].

Our audit has been conducted in accordance with Australian Auditing Standards and accordingly included such tests and procedures as we considered necessary in the circumstances. Our procedures included examination, on a test basis, of evidence supporting the Participant’s accounting records and operation of its internal controls in relation to compliance with the requirements of the Clients’ Segregated Accounts Rules. These procedures have been undertaken to form an opinion whether in all material aspects, the Participant maintained suitably designed and effective internal controls to ensure compliance with the requirements of the Clients’ Segregated Accounts Rules for the Financial Year.

This report has been prepared for the Participant in order to meet its obligations to give this report to ASIC in accordance with Rule 2.3.5(1)(b) of the ASX 24 Rules. We disclaim any assumption of responsibility for reliance on this report to any person other than the Participant and ASIC, or for any purpose other than that for which it was prepared.

**Inherent Limitations**

Because of the inherent limitations of any internal control structure it is possible that fraud, errors or non-compliance with laws and regulations may occur and not be detected. Further, the overall internal control structure, within which the internal controls designed to ensure compliance with the requirements of the Clients’ Segregated Accounts Rules operate, has not been audited, and no opinion is expressed as to its effectiveness.

An audit is not designed to detect all weaknesses in internal controls or all instances of non-compliance with the requirements of the Clients’ Segregated Accounts Rules as it is not performed continuously throughout the period/year and the tests performed over the internal controls are on a sample basis having regard to the nature and size of the Participant.

Any projection of the evaluation of internal controls to future periods is subject to the risk that the internal controls may become inadequate because of changes in conditions, or that the degree of compliance with them may deteriorate.

The audit opinion expressed in this report has been formed on the above basis.

**[Qualified] Auditor's Opinion**

In our opinion, [except for the matters referred to in the qualification below,] the Participant maintained, in all material respects during the Financial Year, suitably designed and effective internal controls to comply with the requirements of the Clients' Segregated Accounts Rules

**Qualification (if applicable)**

Name of Audit Firm .....

Director's/Partner's Signature .....

Name of /Director/Partner .....

Address of Audit Firm .....

Date .....

.....: cfa `&

.

.

## Annual Audited NTA Return

### Return Details

Participant Type:

Participant Sub-Type:

Return Status:

Version:

Lodgement Date:

Original Lodgement Date:

Return Date:

## Annual Audited NTA Return

Return Date:

### NTA Return Details

NTA

#### Statement of Net Tangible Assets

	Note	Current Period	Prior Period	Movement \$	Movement %
Current Assets	1				
less Current Liabilities	2				
Net Current Assets (working capital)					
Non Current Assets	3				
less Non Current Liabilities	4				
Net Assets					
Shareholder's Equity funded by:					
Equity	5				
Reserves & Retained earnings	6				
Approved Subordinated Debt	7				
Total Shareholder's Equity					
less Excluded/Intangible Assets	3f				
Net Tangible Assets					
Contingent Liabilities	8				
Lease Commitments	9				
Capital Commitments	10				
Net Standby Credit Facilities	11				
Foreign Exchange Exposure	12				

## Annual Audited NTA Return

Return Date:

<b>CAS</b>
------------

**Current Assets**

**Current Assets - Note 1**

	Current Period	Prior Period	Movement \$	Movement %
Total Current Assets				

## Annual Audited NTA Return

Return Date:

<b>CAS-REC</b>
----------------

### Receivables

#### Current Assets: Receivables- Note 1(a)

	Current Period		Prior Period		Movement \$	Movement %
Futures Clients						
<i>less provision for doubtful debts</i>	=		=			
Other Clients						
<i>less provision for doubtful debts</i>	=		=			
Dealers						
<i>less provision for doubtful debts</i>	=		=			
Other Receivables						
<i>less provision for doubtful debts</i>	=		=			
<b>Sub Total</b>						

## Annual Audited NTA Return

Return Date:

<b>CAS-CSH</b>
----------------

**Cash**

**Current Assets: Cash - Note 1(b)**

	Current Period	Prior Period	Movement \$	Movement %
Cash at Bank (general accounts)				
Clients' Segregated Account at Bank				
Trust Account at Bank				
Cash on Hand				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

### Deposits

**CAS-DEP**

<b>Current Assets: Deposits - Note 1(c)</b>				
	Current Period	Prior Period	Movement \$	Movement %
Deposits with ASX Clear - Client Account				
Deposits with ASX Clear - House Account				
Deposits with ASX Clear (Futures) - Client Account				
Deposits with ASX Clear (Futures) - House Account				
Deposits with ASX Clear Participant				
Deposits with ASX Clear (Futures) Participant(s) - Client				
Deposits with ASX Clear (Futures) Participant(s) - House				
Deposits with ASX Participant				
Deposits with ASX 24 Participant(s) - Client				
Deposits with ASX 24 Participant(s) - House				
Deposits with Overseas Brokers - Client				
Deposits with Overseas Brokers - House				
Client funds invested in accordance with legislation				
Deposits with a stock exchange				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

**Company Related**

**CAS-REL**

**Current Assets: Related/Associated Company Receivables - Note 1(d)**

	Current Period	Prior Period	Movement \$	Movement %
Deposits (provide names of related parties)				
Loans (maturing within 12 months) (provide names of related parties)				
Receivables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

<b>CAS-OTH</b>
----------------

### Other Current Assets

#### Current Assets: Other - Note 1(e)

	Current Period	Prior Period	Movement \$	Movement %
Listed Securities (at stated value)				
At market value				
At cost value				
At other value (provide details)				
Investment in subsidiaries				
Investment in associated Companies				
Bills of Exchange				
Government & semi-Government Securities				
Prepayments				
Loans to Directors				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

<b>CLB</b>
------------

**Current Liabilities**

**Current Liabilities: Total - Note 2**

	Current Period	Prior Period	Movement \$	Movement %
Total Current Liabilities				

## Annual Audited NTA Return

Return Date:

**Section Name**

**CLB-TOP**

**Current Liabilities: Trade & other Payables - Note 2(a)**

	Current Period	Prior Period	Movement \$	Movement %
Futures Clients - External				
Futures Clients - Related/Associated				
Other Clients				
Dealers				
Lease Liability				
Sundry Payables				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

### Short Term Borrowings

**CLB-STB**

#### Current Liabilities: Short Term Borrowings - Note 2(b)

	Current Period	Prior Period	Movement \$	Movement %
Bank Overdraft (provide lender names)				
Bank Loans (provide lender names)				
At call (provide lender names)				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

### Related / Associated Company Payables

**CLB-REL**

#### Current Liabilities: Related/Associated Company Payables - Note 2(c)

	Current Period	Prior Period	Movement \$	Movement %
Loans (due within 12 months) (provide names of related parties)				
Payables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

**Other Current Liabilities**

<b>CLB-OTH</b>
----------------

**Current Liabilities: Other - Note 2(d)**

	Current Period	Prior Period	Movement \$	Movement %
Provision for Income Tax				
Provision for Dividend				
Provision for Annual Leave				
Provision for long Service Leave				
Sundry Provisions				
Sundry Accruals				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

<b>NCA</b>
------------

### Non Current Assets

#### Non-Current Assets: Total - Note 3

	Current Period	Prior Period	Movement \$	Movement %
Total Non-Current Assets				

## Annual Audited NTA Return

Return Date:

### Property, Plant & Equipment

**NCA-PPE**

#### Non-Current Assets: Property, Plant & Equipment - Note 3(a)

	Current Period		Prior Period		Movement \$	Movement %
Land & Buildings - at fair value / cost						
<i>less accumulated depreciation</i>	=		=			
Leasehold Improvement - at fair value / cost						
<i>less accumulated depreciation</i>	=		=			
Plant, vehicles, fixtures & fittings						
<i>less accumulated depreciation</i>	=		=			
Other (provide details)						
<b>Sub Total</b>						

## Annual Audited NTA Return

Return Date:

**Financial Assets**

**NCA-FAS**

**Non-Current Assets: Financial Assets - Note 3(b)**

	Current Period	Prior Period	Movement \$	Movement %
Government & semi-Government Securities				
Listed Securities (at stated value)				
At market value				
At cost value				
At other value (provide details)				
Investment in subsidiaries				
Investment in associated Companies				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

### Loans & Deposits

**NCA-LAD**

#### Non-Current Assets: Loans & Deposits - Note 3(c)

	Current Period	Prior Period	Movement \$	Movement %
Due between 1-2 years (provide names of parties loan/deposit held with)				
Due after 2 years (provide names of parties loan/deposit held with)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

### Related / Associated company Receivables

**NCA-REL**

#### Non-Current Assets: Related/Associated Company Receivables - Note 3(d)

	Current Period	Prior Period	Movement \$	Movement %
Deposits (provide names of related parties)				
Loans (provide names of related parties)				
Receivables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

**Other Non Current Assets**

**NCA-OTH**

**Non-Current Assets: Other - Note 3(e)**

	Current Period	Prior Period	Movement \$	Movement %
Prepayments				
Loans to Directors				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

### Excluded / Intangible Assets

NCA-EIA

#### Non-Current Assets: Excluded/Intangible Assets - Note 3(f)

	Current Period	Prior Period	Movement \$	Movement %
Formation Costs				
Goodwill				
Patents, Trademarks & Preliminary Expenses				
Deferred Tax Assets				
Participant Rights / Access Membership to:				
ASX 24				
ASX				
ASX Clear (Futures)				
ASX Clear				
Other Exchanges / Clearing Houses (provide details)				
Unlisted Securities (provide details)				
ASX Clear Participant commitment				
ASX Clear (Futures) Participant commitment (cash only)				
Other commitments (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

<b>NCL</b>
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### Non Current Liabilities

#### Non-Current Liabilities - Note 4

	Current Period	Prior Period	Movement \$	Movement %
Total Non-Current Liabilities				

## Annual Audited NTA Return

Return Date:

### Long Term Borrowings

**NCL-LTB**

#### Non-Current Liabilities: Long Term Borrowings - Note 4(a)

	Current Period	Prior Period	Movement \$	Movement %
Bank Loans (provide names of lenders)				
Other Loans (provide names of lenders)				
Subordinated Loans (provide names of lenders)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

### Related/Associated Company Payables

**NCL-REL**

#### Non-Current Liabilities: Related/Associated Company Payables - Note 4(b)

	Current Period	Prior Period	Movement \$	Movement %
Loans (provide names of related parties)				
Payables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

**Other Non Current Liabilities**

<b>NCL-OTH</b>
----------------

**Non-Current Liabilities: Other - Note 4(c)**

	Current Period	Prior Period	Movement \$	Movement %
Provision for Income Tax				
Provision for Long Service Leave				
Provision for Dividend				
Deferred Taxation Liability				
Lease Liability				
Other Payables				
Other Accruals & Sundry Provisions				
Other (provide details)				
<b>Sub Total</b>				

## Annual Audited NTA Return

Return Date:

<b>EQY</b>
------------

**Equity**

**Equity - Note 5**

	Current Period	Prior Period	Movement \$	Movement %
Voting Shares				
Non-Voting Shares				
Other (provide details)				
<b>TOTAL</b>				

## Annual Audited NTA Return

Return Date:

<b>RRE</b>
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### Reserves & Retained Earnings

#### Reserves & Retained Earnings - Note 6

	Current Period	Prior Period	Movement \$	Movement %
Accumulated Profits / (Losses) at beginning of month				
Profit / (Loss) from Futures Operations for the month				
Profit / (Loss) from Rest of Operations for the month				
Accumulated Profits / (Losses) at end of month				
Adjustment to Retained Earnings - Increases (provide details)				
Adjustment to Retained Earnings - Decreases (provide details)				
Other Revenue Reserves				
Capital Reserves				
Dividend				
Other (provide details)				
<b>Total</b>				

## Annual Audited NTA Return

Return Date:

**Approved Subordinated Debt**

<b>ASO</b>
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**Approved Subordinated Debt - Note 7**

Lender	Maturity	Facility Limit	Current Period	Prior Period	Movement \$	Movement %
<b>Total</b>						

## Annual Audited NTA Return

Return Date:

<b>CGL</b>
------------

### Contingent Liabilities

#### Contingent Liabilities - Note 8

	Current Period	Prior Period	Movement \$	Movement %
Guarantees (provide details)				
Other (provide details)				
<b>TOTAL</b>				

## Annual Audited NTA Return

Return Date:

<b>LCM</b>
------------

### Lease Commitments

#### Lease Commitments - Note 9

	Current Period	Prior Period	Movement \$	Movement %
Operating Leases (provide details)				
<b>TOTAL</b>				

## Annual Audited NTA Return

Return Date:

<b>CEC</b>
------------

### CEC - Capital Expenditure Commitments

#### Capital Expenditure Commitments - Note 10

	Current Period	Prior Period	Movement \$	Movement %
0				
<b>TOTAL</b>				

## Annual Audited NTA Return

Return Date:

### Standby Credit Facilities

<b>SCF</b>
------------

#### Standby Credit Facilities - Note 11

			Limit Amount	
Type	Provider/Participant Name	Terms & Availability	Current Period	Prior Period
Granted in favour of the Participant:				
		<b>Sub Total</b>		
Granted by the Participant in favour of other:				
		<b>Sub Total</b>		
		<b>Total</b>		

## Annual Audited NTA Return

Return Date:

<b>FEE</b>
------------

### Foreign Exchange Exposure

#### Foreign Exchange Exposure - Note 12

	Current Period	Prior Period	Movement \$	Movement %
Net Gain/Loss				

**Form 3 Part 1**

**Net Tangible Asset Return (NTA Return)**

**Director's Declaration DRD**

**Return Date:**

**DIRECTORS' STATEMENT TO AUSTRALIAN SECURITIES & INVESTMENTS  
COMMISSION (ASIC) AND/OR ASX CLEAR (FUTURES) PTY LIMITED**

**STATEMENT OF NET TANGIBLE ASSETS**

This Return as at .....has been prepared pursuant to the ASIC Market Integrity Rules (ASX 24 Market) 2010 or ASX Clear (Futures) Operating Rules (as applicable) from accounting records and other records maintained by .....(the "Participant").

These accounting and other records have been properly and accurately maintained throughout the..... month(s) ended ("the Reporting Period") and form an appropriate basis upon which to assess and regularly review the financial stability of the Participant. The statements have been prepared on a going concern basis.

The Net Tangible Assets of the Participant have been maintained in accordance with the ASIC Market Integrity Rules (ASX 24 Market) 2010 and/or ASX Clear (Futures) Operating Rules (as applicable) throughout the Reporting Period. The calculation provided by the Participant to ASIC or ASX Clear (Futures) (as applicable) is an accurate reflection of the Participant's Net Tangible Asset position as at .....

In our opinion:-

- (a) as at the date of this statement and having regard to the nature of the Participant's business and the associated risk, no events have occurred, or are anticipated, which, may result in a material deterioration in the financial position of the Participant;
- (b) as at the date of this statement, the Participant confirms the attached financial information provided to ASIC or ASX Clear (Futures) (as applicable) accurately reflects the Participant's Net Tangible Asset position having regards to the ASIC Market Integrity Rules (ASX 24 Market) 2010 and/or ASX Clear (Futures) Operating Rules (as applicable);
- (c) the internal controls for processing and monitoring the transactions were adequate throughout the Reporting Period and proper segregation of duties existed;
- (d) the internal procedures designed to ensure compliance with all the conditions or restrictions imposed by ASIC or ASX Clear (Futures) (as applicable) applicable to the Participant are adequate;  
and

(e) there are reasonable grounds to believe that the Participant will be able to meet its obligations as and when they fall due based on the following sources of liquid funds .....

We are aware that a false declaration may result in disciplinary action being taken against the Participant. We certify that the above information is to the best of our knowledge and belief true and correct.

**Financial Return Authorisation**

<b>Sole Director Company:</b>	
<b>Board Resolution Date</b>	
<b>Authorisation 1</b>	
<b>Authorisation Date 1</b>	
<b>Authorisation 2</b>	
<b>Authorisation Date 2</b>	

**Form 3 Part 2**

**DIRECTORS' DECLARATION**

**ANNUAL STATEMENT OF NET TANGIBLE ASSETS**

As directors of .....[entity name] ("the Participant"), we are responsible for maintaining an effective internal control structure, including establishing and maintaining accounting records and effective internal controls designed to ensure compliance with the net tangible asset rules in Chapter 5 of the *ASIC Market Integrity Rules (ASX 24 Market) 2010*.

In carrying out this responsibility, we have had regard to the interests of the clients and owners of the Participant, and to the general effectiveness and efficiency of the operations of the Participant.

In the opinion of the directors, the Participant maintained, in all material respects, during the .....[insert number] month period ended .....[insert date] suitably designed and effective internal controls to comply with the requirements of Chapter 5 of the *ASIC Market Integrity Rules (ASX 24 Market) 2010* in relation to the maintenance of net tangible assets.

.....  
Authorised in accordance with Rule 6.2.1(7)

.....  
Name

.....  
Date

.....  
Authorised in accordance with Rule 6.2.1(7)

.....  
Name

.....  
Date

## **Form 4 Part 1**

### **Auditor's Report on the Net Tangible Asset Rules**

#### **Independent Auditor's Report To the Directors**

We have audited the accounting records and internal control policies and procedures (“internal controls”) of .....[Entity Name] (the “Participant”) designed to ensure compliance with the Chapter 5 of the ASIC Market Integrity Rules (ASX 24 Market) 2001 (ASX 24 Rules) in relation to the maintenance of net tangible assets (the “Net Tangible Assets Rules”) in order to express an opinion about their effectiveness for the period/year ended .....[date] (Financial Year).

The directors of the Participant are responsible for maintaining an effective internal control structure, including establishing and maintaining accounting records and effective internal controls designed to ensure compliance with the requirements of the Net Tangible Assets Rules. We have conducted an independent audit of the internal controls designed to ensure compliance with the requirements of the Net Tangible Assets Rules in order to express an opinion on them to the directors of the Participant for the Financial Year.

Our audit has been conducted in accordance with Australian Auditing Standards and accordingly included such tests and procedures as we considered necessary in the circumstances. Our procedures included examination, on a test basis, of evidence supporting the Participant's accounting records and operation of its internal controls in relation to compliance with the requirements of the Net Tangible Assets Rules. These procedures have been undertaken to form an opinion whether in all material aspects, the Participant maintained suitably designed and effective internal controls to ensure compliance with the requirements of the Net Tangible Assets Rules for the Financial Year.

This report has been prepared for the Participant in order to meet its obligations to give this report to ASIC in accordance with the ASX 24 Rules. We disclaim any assumption of responsibility for reliance on this report to any person other than the Participant and ASIC or for any purpose other than that for which it was prepared.

#### **Inherent Limitations**

Because of the inherent limitations of any internal control structure it is possible that fraud, errors or non-compliance with laws and regulations may occur and not be detected. Further, the overall internal control structure, within which the internal controls designed to ensure compliance with the requirements of the Net Tangible Assets Rules operate, has not been audited, and no opinion is expressed as to its effectiveness.

An audit is not designed to detect all weaknesses in internal controls or all instances of noncompliance with the requirements of the Net Tangible Assets Rules as it is not performed continuously throughout the period/year and the tests performed over the internal controls are on a sample basis having regard to the nature and size of the Participant.

Any projection of the evaluation of internal controls to future periods is subject to the risk that the internal controls may become inadequate because of changes in conditions, or that the degree of compliance with them may deteriorate.

The audit opinion expressed in this report has been formed on the above basis.

**Auditor's Opinion**

In our opinion, [except for the matters referred to in the qualification below] the Participant maintained, in all material respects, during the Financial Year suitably designed and effective internal controls to comply with the requirements of Chapter 5 of the ASX 24 Rules in relation to the maintenance of net tangible assets.

**Qualification (if applicable)**

Name of Audit Firm .....

Director's/ Partner's Signature .....

Name of /Director/Partner .....

Address of Audit Firm .....

Date .....

## **Form 4 Part 2**

### **Auditor's Report on NTA Return**

#### **Independent Auditors Report to the Directors**

We have audited the financial information set out in the Audited NTA Return ('Return') of .....  
.....(the 'Participant') excluding the Directors Statement Relating to Accounts of the Participant  
and "Prior Period" balances as shown in the Audited NTA Return (the "Return") of the Participant for  
the Financial Year ended .....[ date] (Financial Year).

#### ***The Responsibility of the Directors for the Return***

The directors of the Participant are responsible for the preparation and fair presentation of the financial information set out in the Return in accordance with the requirements of the ASIC Market Integrity Rules (ASX 24 Market) 2010 (ASX 24 Rules). This responsibility includes establishing and maintaining internal controls relevant to the preparation and fair presentation of the financial information set out in the Return to ensure that the Return is free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

#### ***Auditor's Responsibility***

Our responsibility is to express an opinion on the financial information set out in the Return based on our audit. We conducted our audit in accordance with Australian Auditing Standards. These Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance, whether the financial information set out in the attached Return, is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures of the financial information set out in the Return. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial information set out in the Return whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to the Participant's preparation and fair presentation of the financial information set out in the Return in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Participant's internal controls. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the directors of the Participant, as well as evaluating the overall presentation of the financial information set out in the Return.

The Return has been prepared in accordance with Rule 6.2.1 of the ASX 24 Rules. The Return may not be suitable for another purpose. Our report is intended solely for the Participant and ASIC and should not be distributed to or used by parties other than the Participant and ASIC.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**INDEPENDENCE**

In conducting our audit, we have complied with the independence requirements of APES

110: Code of Ethics for Professional Accountants.

**AUDITOR'S OPINION**

In our opinion, [except for the matters referred to in the qualification below], the Return of the Participant for the Financial Year presents fairly, in all material respects, the financial information of the Participant for the Financial Year as required by ASIC in accordance with the ASX 24 Rules that are relevant to the preparation and presentation of the Return.

**QUALIFICATION (IF APPLICABLE)**

Name of Audit Firm .....

Director's/ Partner's Signature .....

Name of /Director/Partner .....

Address of Audit Firm .....

Date .....

## Form 5

### Monthly Net Tangible Asset Return

Return Date:

#### Return Details

Participant Type:

Participant Sub-Type:

Return Status:

Version:

Lodgement Date:

Original Lodgement Date:

## Net Tangible Asset Return

Return Date:

### NTA Return Details

NTA

### Statement of Net Tangible Assets

	Note	Current Period	Prior Period	Movement \$	Movement %
Current Assets	1				
<i>less</i> Current Liabilities	2				
Net Current Assets (working capital)					
Non Current Assets	3				
<i>less</i> Non Current Liabilities	4				
Net Assets					
Shareholder's Equity funded by:					
Equity	5				
Reserves & Retained earnings	6				
Approved Subordinated Debt	7				
Total Shareholder's Equity					
<i>less</i> Excluded/Intangible Assets	3f				
Net Tangible Assets					
Contingent Liabilities	8				
Lease Commitments	9				
Capital Commitments	10				
Net Standby Credit Facilities	11				
Foreign Exchange Exposure	12				

## Net Tangible Asset Return

Return Date:

<b>CAS</b>
------------

**Current Assets**

**Current Assets - Note 1**

	Current Period	Prior Period	Movement \$	Movement %
Total Current Assets				

## Net Tangible Asset Return

Return Date:

<b>CAS-REC</b>
----------------

### Receivables

#### Current Assets: Receivables- Note 1(a)

	Current Period		Prior Period		Movement \$	Movement %
Futures Clients						
<i>less provision for doubtful debts</i>	=		=			
Other Clients						
<i>less provision for doubtful debts</i>	=		=			
Dealers						
<i>less provision for doubtful debts</i>	=		=			
Other Receivables						
<i>less provision for doubtful debts</i>	=		=			
<b>Sub Total</b>						

## Net Tangible Asset Return

Return Date:

<b>CAS-CSH</b>
----------------

**Cash**

**Current Assets: Cash - Note 1(b)**

	Current Period	Prior Period	Movement \$	Movement %
Cash at Bank (general accounts)				
Clients' Segregated Account at Bank				
Trust Account at Bank				
Cash on Hand				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

<b>CAS-DEP</b>
----------------

### Deposits

<b>Current Assets: Deposits - Note 1(c)</b>				
	<b>Current Period</b>	<b>Prior Period</b>	<b>Movement \$</b>	<b>Movement %</b>
Deposits with ASX Clear - Client Account				
Deposits with ASX Clear - House Account				
Deposits with ASX Clear (Futures) - Client Account				
Deposits with ASX Clear (Futures) - House Account				
Deposits with ASX Clear Participant				
Deposits with ASX Clear (Futures) Participant(s) - Client				
Deposits with ASX Clear (Futures) Participant(s) - House				
Deposits with ASX Participant				
Deposits with ASX 24 Participant(s) - Client				
Deposits with ASX 24 Participant(s) - House				
Deposits with Overseas Brokers - Client				
Deposits with Overseas Brokers - House				
Client funds invested in accordance with legislation				
Deposits with a stock exchange				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

**Company Related**

**CAS-REL**

**Current Assets: Related/Associated Company Receivables - Note 1(d)**

	Current Period	Prior Period	Movement \$	Movement %
Deposits (provide names of related parties)				
Loans (maturing within 12 months) (provide names of related parties)				
Receivables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

<b>CAS-OTH</b>
----------------

### Other Current Assets

#### Current Assets: Other - Note 1(e)

	Current Period	Prior Period	Movement \$	Movement %
Listed Securities (at stated value)				
At market value				
At cost value				
At other value (provide details)				
Investment in subsidiaries				
Investment in associated Companies				
Bills of Exchange				
Government & semi-Government Securities				
Prepayments				
Loans to Directors				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

<b>CLB</b>
------------

**Current Liabilities**

**Current Liabilities: Total - Note 2**

	Current Period	Prior Period	Movement \$	Movement %
Total Current Liabilities				

## Net Tangible Asset Return

Return Date:

**Section Name**

**CLB-TOP**

**Current Liabilities: Trade & other Payables - Note 2(a)**

	Current Period	Prior Period	Movement \$	Movement %
Futures Clients - External				
Futures Clients - Related/Associated				
Other Clients				
Dealers				
Lease Liability				
Sundry Payables				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

### Short Term Borrowings

**CLB-STB**

#### Current Liabilities: Short Term Borrowings - Note 2(b)

	Current Period	Prior Period	Movement \$	Movement %
Bank Overdraft (provide lender names)				
Bank Loans (provide lender names)				
At call (provide lender names)				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

### Related / Associated Company Payables

**CLB-REL**

#### Current Liabilities: Related/Associated Company Payables - Note 2(c)

	Current Period	Prior Period	Movement \$	Movement %
Loans (due within 12 months) (provide names of related parties)				
Payables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

**Other Current Liabilities**

<b>CLB-OTH</b>
----------------

**Current Liabilities: Other - Note 2(d)**

	Current Period	Prior Period	Movement \$	Movement %
Provision for Income Tax				
Provision for Dividend				
Provision for Annual Leave				
Provision for long Service Leave				
Sundry Provisions				
Sundry Accruals				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

<b>NCA</b>
------------

### Non Current Assets

#### Non-Current Assets: Total - Note 3

	Current Period	Prior Period	Movement \$	Movement %
Total Non-Current Assets				

## Net Tangible Asset Return

Return Date:

### Property, Plant & Equipment

**NCA-PPE**

#### Non-Current Assets: Property, Plant & Equipment - Note 3(a)

	Current Period		Prior Period		Movement \$	Movement %
Land & Buildings - at fair value / cost						
<i>less accumulated depreciation</i>	=		=			
Leasehold Improvement - at fair value / cost						
<i>less accumulated depreciation</i>	=		=			
Plant, vehicles, fixtures & fittings						
<i>less accumulated depreciation</i>	=		=			
Other (provide details)						
<b>Sub Total</b>						

## Net Tangible Asset Return

Return Date:

**Financial Assets**

<b>NCA-FAS</b>
----------------

**Non-Current Assets: Financial Assets - Note 3(b)**

	Current Period	Prior Period	Movement \$	Movement %
Government & semi-Government Securities				
Listed Securities (at stated value)				
At market value				
At cost value				
At other value (provide details)				
Investment in subsidiaries				
Investment in associated Companies				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

### Loans & Deposits

**NCA-LAD**

#### Non-Current Assets: Loans & Deposits - Note 3(c)

	Current Period	Prior Period	Movement \$	Movement %
Due between 1-2 years (provide names of parties loan/deposit held with)				
Due after 2 years (provide names of parties loan/deposit held with)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

**Related / Associated company Receivables**

<b>NCA-REL</b>
----------------

**Non-Current Assets: Related/Associated Company Receivables - Note 3(d)**

	Current Period	Prior Period	Movement \$	Movement %
Deposits (provide names of related parties)				
Loans (provide names of related parties)				
Receivables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

**Other Non Current Assets**

<b>NCA-OTH</b>
----------------

**Non-Current Assets: Other - Note 3(e)**

	Current Period	Prior Period	Movement \$	Movement %
Prepayments				
Loans to Directors				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

**NCA-EIA**

### Excluded / Intangible Assets

#### Non-Current Assets: Excluded/Intangible Assets - Note 3(f)

	Current Period	Prior Period	Movement \$	Movement %
Formation Costs				
Goodwill				
Patents, Trademarks & Preliminary Expenses				
Deferred Tax Assets				
Participant Rights / Access Membership to:				
ASX 24				
ASX				
ASX Clear (Futures)				
ASX Clear				
Other Exchanges / Clearing Houses (provide details)				
Unlisted Securities (provide details)				
ASX Clear Participant commitment				
ASX Clear (Futures) Participant commitment (cash only)				
Other commitments (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

<b>NCL</b>
------------

### Non Current Liabilities

#### Non-Current Liabilities - Note 4

	Current Period	Prior Period	Movement \$	Movement %
Total Non-Current Liabilities				

## Net Tangible Asset Return

Return Date:

### Long Term Borrowings

**NCL-LTB**

#### Non-Current Liabilities: Long Term Borrowings - Note 4(a)

	Current Period	Prior Period	Movement \$	Movement %
Bank Loans (provide names of lenders)				
Other Loans (provide names of lenders)				
Subordinated Loans (provide names of lenders)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

### Related/Associated Company Payables

**NCL-REL**

#### Non-Current Liabilities: Related/Associated Company Payables - Note 4(b)

	Current Period	Prior Period	Movement \$	Movement %
Loans (provide names of related parties)				
Payables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

**Other Non Current Liabilities**

<b>NCL-OTH</b>
----------------

**Non-Current Liabilities: Other - Note 4(c)**

	Current Period	Prior Period	Movement \$	Movement %
Provision for Income Tax				
Provision for Long Service Leave				
Provision for Dividend				
Deferred Taxation Liability				
Lease Liability				
Other Payables				
Other Accruals & Sundry Provisions				
Other (provide details)				
<b>Sub Total</b>				

## Net Tangible Asset Return

Return Date:

<b>EQY</b>
------------

**Equity**

**Equity - Note 5**

	Current Period	Prior Period	Movement \$	Movement %
Voting Shares				
Non-Voting Shares				
Other (provide details)				
<b>TOTAL</b>				

## Net Tangible Asset Return

Return Date:

### Reserves & Retained Earnings

<b>RRE</b>
------------

#### Reserves & Retained Earnings - Note 6

	Current Period	Prior Period	Movement \$	Movement %
Accumulated Profits / (Losses) at beginning of month				
Profit / (Loss) from Futures Operations for the month				
Profit / (Loss) from Rest of Operations for the month				
Accumulated Profits / (Losses) at end of month				
Adjustment to Retained Earnings - Increases (provide details)				
Adjustment to Retained Earnings - Decreases (provide details)				
Other Revenue Reserves				
Capital Reserves				
Dividend				
Other (provide details)				
<b>Total</b>				

## Net Tangible Asset Return

Return Date:

**Approved Subordinated Debt**

<b>ASO</b>
------------

**Approved Subordinated Debt - Note 7**

Lender	Maturity	Facility Limit	Current Period	Prior Period	Movement \$	Movement %
<b>Total</b>						

## Net Tangible Asset Return

Return Date:

### Contingent Liabilities

<b>CGL</b>
------------

### Contingent Liabilities - Note 8

	Current Period	Prior Period	Movement \$	Movement %
Guarantees (provide details)				
Other (provide details)				
<b>TOTAL</b>				

## Net Tangible Asset Return

Return Date:

<b>LCM</b>
------------

### Lease Commitments

#### Lease Commitments - Note 9

	Current Period	Prior Period	Movement \$	Movement %
Operating Leases (provide details)				
<b>TOTAL</b>				

## Net Tangible Asset Return

Return Date:

**CEC - Capital Expenditure Commitments**

<b>CEC</b>
------------

**Capital Expenditure Commitments - Note 10**

	Current Period	Prior Period	Movement \$	Movement %
<b>TOTAL</b>				

## Net Tangible Asset Return

Return Date:

### Standby Credit Facilities

<b>SCF</b>
------------

#### Standby Credit Facilities - Note 11

			Limit Amount	
Type	Provider/Participant Name	Terms & Availability	Current Period	Prior Period
Granted in favour of the Participant:				
		<b>Sub Total</b>		
Granted by the Participant in favour of other:				
		<b>Sub Total</b>		
		<b>Total</b>		

## Net Tangible Asset Return

Return Date:

**Foreign Exchange Exposure**

<b>FEE</b>
------------

**Foreign Exchange Exposure - Note 12**

	Current Period	Prior Period	Movement \$	Movement %
Net Gain/Loss				

## Net Tangible Asset Return

Return Date:

<b>RAS</b>
------------

### Receivables Analysis

#### Receivables Analysis - Attachment A

Amounts Owed by	Current	30 Days	60 Days	90 Days+	Total Outstanding
Future Clients					
Other Clients					
Dealers					
Other Receivables					
Less Provision for Doubtful Debt					
Sub Total					
Ageing Analysis %					

## Net Tangible Asset Return

Return Date:

<b>DIR</b>
------------

**Directors**

**Directors - Attachment B**

Current Period	Prior Period
<b>Board Directors (Full Name)</b>	
<b>Company Secretary (Full Name)</b>	
<b>CEO (Full Name)</b>	

## Net Tangible Asset Return

Return Date:

<b>SHA</b>
------------

### Shareholders

#### Shareholders - Attachment C

<b>Voting</b>					
Class of Shares	Value per Share	Shareholder Name	Number of Shares	Current Period	Prior Period
<b>Voting Total</b>					

<b>Non-Voting</b>					
Class of Shares	Value per Share	Shareholder Name	Number of Shares	Current Period	Prior Period
<b>Non-Voting Total</b>					
<b>Total Contributed Equity</b>					

## Net Tangible Asset Return

Return Date:

<b>REL</b>
------------

### Related/Associated Company Receivables

#### Related/Associated Company Receivables - Attachment D

Current Assets			
Name of Related/Associated Company	Evidence Provided	Current Period	Prior Period
<b>Sub Total</b>			
Non - Current Assets			
<b>Sub Total</b>			
<b>Total</b>			

## Net Tangible Asset Return

Return Date:

NLA

### Net Liquid Assets

#### Statement of Net Liquid Assets - Attachment E

	Note	Current Period	Prior Period	Movement \$	Movement %
Liquid Assets					
Cash at Bank and on Hand					
Deposits with ASX Clear (Futures)					
Deposits with ASX Clear					
Deposits with other Participants					
Investments with authorised Institutions (24 hour call or better)					
Other Investments (24 hour call or better)					
Deposits with a Stock Exchange					
Government & Semi-Government Securities					
Bank Accepted Bills					
Listed Securities					
Other (provide details)					
<b>Total Liquid Assets</b>					
Liquid Liability					
Other Clients					
Other Creditors - at call					
Client Credit Margins (if mark to market not used)					
Loans & Deposits - at call					

## Net Tangible Asset Return

Return Date:

Bank Overdraft					
Other (provide details)					
<b>Total Liquid Liabilities</b>					
<b>Current Net Liquid Assets</b>					

## Net Tangible Asset Return

Return Date:

<b>SEC</b>
------------

### Secured Creditors

#### Statement of Secured Creditors - Attachment F

	Note	Nature & Extent of Security	Terms	Granted in favour of	Current Period	Prior Period
<b>Current Liabilities</b>						
Bank Overdraft						
Bank Loans						
Loans & Deposits						
Related/Associated Company Payables						
Other (provide details)						
<b>Total Current Liabilities</b>						
<b>Non-Current Liabilities</b>						
Bank Overdraft						
Bank Loans						
Loans & Deposits						
Related/Associated Company Payables						
Other (provide details)						
<b>Total Non-Current Liabilities</b>						
<b>Total Secured Creditors</b>						

**Form 6**

**Net Tangible Asset Return (NTA Return)**

**Director's Declaration DRD**

**Return Date:**

**DIRECTORS' STATEMENT TO AUSTRALIAN SECURITIES & INVESTMENTS  
COMMISSION (ASIC) AND/OR ASX CLEAR (FUTURES) PTY LIMITED**

**STATEMENT OF NET TANGIBLE ASSETS**

This Return as at .....has been prepared pursuant to the ASIC Market Integrity Rules (ASX 24 Market) 2010 or ASX Clear (Futures) Operating Rules (as applicable) from accounting records and other records maintained by .....(the "Participant").

These accounting and other records have been properly and accurately maintained throughout the..... month(s) ended ("the Reporting Period") and form an appropriate basis upon which to assess and regularly review the financial stability of the Participant. The statements have been prepared on a going concern basis.

The Net Tangible Assets of the Participant have been maintained in accordance with the ASIC Market Integrity Rules (ASX 24 Market) 2010 and/or ASX Clear (Futures) Operating Rules (as applicable) throughout the Reporting Period. The calculation provided by the Participant to ASIC or ASX Clear (Futures) (as applicable) is an accurate reflection of the Participant's Net Tangible Asset position as at .....

In our opinion:-

- (a) as at the date of this statement and having regard to the nature of the Participant's business and the associated risk, no events have occurred, or are anticipated, which, may result in a material deterioration in the financial position of the Participant;
- (b) as at the date of this statement, the Participant confirms the attached financial information provided to ASIC or ASX Clear (Futures) (as applicable) accurately reflects the Participant's Net Tangible Asset position having regards to the ASIC Market Integrity Rules (ASX 24 Market) 2010 and/or ASX Clear (Futures) Operating Rules (as applicable);
- (c) the internal controls for processing and monitoring the transactions were adequate throughout the Reporting Period and proper segregation of duties existed;
- (d) the internal procedures designed to ensure compliance with all the conditions or restrictions imposed by ASIC or ASX Clear (Futures) (as applicable) applicable to the Participant are adequate;  
and

(e) there are reasonable grounds to believe that the Participant will be able to meet its obligations as and when they fall due based on the following sources of liquid funds .....

We are aware that a false declaration may result in disciplinary action being taken against the Participant. We certify that the above information is to the best of our knowledge and belief true and correct.

**Financial Return Authorisation**

<b>Sole Director Company:</b>	
<b>Board Resolution Date</b>	
<b>Authorisation 1</b>	
<b>Authorisation Date 1</b>	
<b>Authorisation 2</b>	
<b>Authorisation Date 2</b>	

## Form 7

### Summary NTA Return

#### Return Details

Participant Type:

Participant Sub-Type:

Return Status:

Version:

Lodgement Date:

Original Lodgement Date:

Return Date:

## Summary NTA Return

Return Date:

<b>NTA</b>
------------

### NTA Return Details

#### Statement of Net Tangible Assets

	Note	Current Period	Prior Period	Movement \$	Movement %
Current Assets	1				
<i>less</i> Current Liabilities	2				
Net Current Assets (working capital)					
Non Current Assets	3				
<i>less</i> Non Current Liabilities	4				
Net Assets					
Shareholder's Equity funded by:					
Equity	5				
Reserves & Retained earnings	6				
Approved Subordinated Debt	7				
Total Shareholder's Equity					
<i>less</i> Excluded/Intangible Assets	3f				
Net Tangible Assets					
Contingent Liabilities	8				
Lease Commitments	9				
Capital Commitments	10				
Net Standby Credit Facilities	11				
Foreign Exchange Exposure	12				

## Summary NTA Return

Return Date:

**NCA**

### Non Current Assets

#### Non-Current Assets: Total - Note 3

	Current Period	Prior Period	Movement \$	Movement %
Total Non-Current Assets				

## Summary NTA Return

Return Date:

**Excluded / Intangible Assets**

**NCA-EIA**

**Non-Current Assets: Excluded/Intangible Assets - Note 3(f)**

	Current Period	Prior Period	Movement \$	Movement %
Formation Costs				
Goodwill				
Patents, Trademarks & Preliminary Expenses				
Deferred Tax Assets				
Participant Rights / Access Membership to:				
ASX 24				
ASX				
ASX Clear (Futures)				
ASX Clear				
Other Exchanges / Clearing Houses (provide details)				
Unlisted Securities (provide details)				
ASX Clear Participant commitment				
ASX Clear (Futures) Participant commitment (cash only)				
Other commitments (provide details)				
<b>Sub Total</b>				

## Summary NTA Return

Return Date:

<b>RRE</b>
------------

### Reserves & Retained Earnings

#### Reserves & Retained Earnings - Note 6

	Current Period	Prior Period	Movement \$	Movement %
Accumulated Profits / (Losses) at beginning of month				
Profit / (Loss) from Futures Operations for the month				
Profit / (Loss) from Rest of Operations for the month				
Accumulated Profits / (Losses) at end of month				
Adjustment to Retained Earnings - Increases (provide details)				
Adjustment to Retained Earnings - Decreases (provide details)				
Other Revenue Reserves				
Capital Reserves				
Dividend				
Other (provide details)				
<b>Total</b>				

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Return Date:

**Return Details**

Participant Type:

Participant Sub-Type:

Return Status:

Version:

Lodgement Date:

Original Lodgement Date:

## Ad Hoc NTA Return

Return Date:

### NTA Return Details

NTA

#### Statement of Net Tangible Assets

	Note	Current Period	Prior Period	Movement \$	Movement %
Current Assets	1				
<i>less</i> Current Liabilities	2				
Net Current Assets (working capital)					
Non Current Assets	3				
<i>less</i> Non Current Liabilities	4				
Net Assets					
Shareholder's Equity funded by:					
Equity	5				
Reserves & Retained earnings	6				
Approved Subordinated Debt	7				
Total Shareholder's Equity					
<i>less</i> Excluded/Intangible Assets	3f				
Net Tangible Assets					
Contingent Liabilities	8				
Lease Commitments	9				
Capital Commitments	10				
Net Standby Credit Facilities	11				
Foreign Exchange Exposure	12				

## Ad Hoc NTA Return

Return Date:

<b>CAS</b>
------------

**Current Assets**

**Current Assets - Note 1**

	Current Period	Prior Period	Movement \$	Movement %
Total Current Assets				

## Ad Hoc NTA Return

Return Date:

<b>CAS-REC</b>
----------------

### Receivables

#### Current Assets: Receivables- Note 1(a)

	Current Period		Prior Period		Movement \$	Movement %
Futures Clients						
<i>less provision for doubtful debts</i>	=		=			
Other Clients						
<i>less provision for doubtful debts</i>	=		=			
Dealers						
<i>less provision for doubtful debts</i>	=		=			
Other Receivables						
<i>less provision for doubtful debts</i>	=		=			
<b>Sub Total</b>						

## Ad Hoc NTA Return

Return Date:

<b>CAS-CSH</b>
----------------

**Cash**

**Current Assets: Cash - Note 1(b)**

	Current Period	Prior Period	Movement \$	Movement %
Cash at Bank (general accounts)				
Clients' Segregated Account at Bank				
Trust Account at Bank				
Cash on Hand				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

### Deposits

**CAS-DEP**

<b>Current Assets: Deposits - Note 1(c)</b>				
	<b>Current Period</b>	<b>Prior Period</b>	<b>Movement \$</b>	<b>Movement %</b>
Deposits with ASX Clear - Client Account				
Deposits with ASX Clear - House Account				
Deposits with ASX Clear (Futures) - Client Account				
Deposits with ASX Clear (Futures) - House Account				
Deposits with ASX Clear Participant				
Deposits with ASX Clear (Futures) Participant(s) - Client				
Deposits with ASX Clear (Futures) Participant(s) - House				
Deposits with ASX Participant				
Deposits with ASX 24 Participant(s) - Client				
Deposits with ASX 24 Participant(s) - House				
Deposits with Overseas Brokers - Client				
Deposits with Overseas Brokers - House				
Client funds invested in accordance with legislation				
Deposits with a stock exchange				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

**Company Related**

**CAS-REL**

**Current Assets: Related/Associated Company Receivables - Note 1(d)**

	Current Period	Prior Period	Movement \$	Movement %
Deposits (provide names of related parties)				
Loans (maturing within 12 months) (provide names of related parties)				
Receivables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

<b>CAS-OTH</b>
----------------

### Other Current Assets

#### Current Assets: Other - Note 1(e)

	Current Period	Prior Period	Movement \$	Movement %
Listed Securities (at stated value)				
At market value				
At cost value				
At other value (provide details)				
Investment in subsidiaries				
Investment in associated Companies				
Bills of Exchange				
Government & semi-Government Securities				
Prepayments				
Loans to Directors				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

<b>CLB</b>
------------

**Current Liabilities**

**Current Liabilities: Total - Note 2**

	Current Period	Prior Period	Movement \$	Movement %
Total Current Liabilities				

## Ad Hoc NTA Return

Return Date:

**Section Name**

**CLB-TOP**

**Current Liabilities: Trade & other Payables - Note 2(a)**

	Current Period	Prior Period	Movement \$	Movement %
Futures Clients - External				
Futures Clients - Related/Associated				
Other Clients				
Dealers				
Lease Liability				
Sundry Payables				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

<b>CLB-STB</b>
----------------

### Short Term Borrowings

#### Current Liabilities: Short Term Borrowings - Note 2(b)

	Current Period	Prior Period	Movement \$	Movement %
Bank Overdraft (provide lender names)				
Bank Loans (provide lender names)				
At call (provide lender names)				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

### Related / Associated Company Payables

**CLB-REL**

#### Current Liabilities: Related/Associated Company Payables - Note 2(c)

	Current Period	Prior Period	Movement \$	Movement %
Loans (due within 12 months) (provide names of related parties)				
Payables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

**Other Current Liabilities**

**CLB-OTH**

**Current Liabilities: Other - Note 2(d)**

	Current Period	Prior Period	Movement \$	Movement %
Provision for Income Tax				
Provision for Dividend				
Provision for Annual Leave				
Provision for long Service Leave				
Sundry Provisions				
Sundry Accruals				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

<b>NCA</b>
------------

### Non Current Assets

#### Non-Current Assets: Total - Note 3

	Current Period	Prior Period	Movement \$	Movement %
Total Non-Current Assets				

## Ad Hoc NTA Return

Return Date:

### Property, Plant & Equipment

**NCA-PPE**

#### Non-Current Assets: Property, Plant & Equipment - Note 3(a)

	Current Period		Prior Period		Movement \$	Movement %
Land & Buildings - at fair value / cost						
<i>less accumulated depreciation</i>	=		=			
Leasehold Improvement - at fair value / cost						
<i>less accumulated depreciation</i>	=		=			
Plant, vehicles, fixtures & fittings						
<i>less accumulated depreciation</i>	=		=			
Other (provide details)						
<b>Sub Total</b>						

## Ad Hoc NTA Return

Return Date:

**Financial Assets**

**NCA-FAS**

**Non-Current Assets: Financial Assets - Note 3(b)**

	Current Period	Prior Period	Movement \$	Movement %
Government & semi-Government Securities				
Listed Securities (at stated value)				
At market value				
At cost value				
At other value (provide details)				
Investment in subsidiaries				
Investment in associated Companies				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

### Loans & Deposits

**NCA-LAD**

#### Non-Current Assets: Loans & Deposits - Note 3(c)

	Current Period	Prior Period	Movement \$	Movement %
Due between 1-2 years (provide names of parties loan/deposit held with)				
Due after 2 years (provide names of parties loan/deposit held with)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

**Related / Associated company Receivables**

**NCA-REL**

**Non-Current Assets: Related/Associated Company Receivables - Note 3(d)**

	Current Period	Prior Period	Movement \$	Movement %
Deposits (provide names of related parties)				
Loans (provide names of related parties)				
Receivables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

**Other Non Current Assets**

**NCA-OTH**

**Non-Current Assets: Other - Note 3(e)**

	Current Period	Prior Period	Movement \$	Movement %
Prepayments				
Loans to Directors				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

### Excluded / Intangible Assets

**NCA-EIA**

#### Non-Current Assets: Excluded/Intangible Assets - Note 3(f)

	Current Period	Prior Period	Movement \$	Movement %
Formation Costs				
Goodwill				
Patents, Trademarks & Preliminary Expenses				
Deferred Tax Assets				
Participant Rights / Access Membership to:				
ASX 24				
ASX				
ASX Clear (Futures)				
ASX Clear				
Other Exchanges / Clearing Houses (provide details)				
Unlisted Securities (provide details)				
ASX Clear Participant commitment				
ASX Clear (Futures) Participant commitment (cash only)				
Other commitments (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

<b>NCL</b>
------------

### Non Current Liabilities

#### Non-Current Liabilities - Note 4

	Current Period	Prior Period	Movement \$	Movement %
Total Non-Current Liabilities				

## Ad Hoc NTA Return

Return Date:

### Long Term Borrowings

**NCL-LTB**

#### Non-Current Liabilities: Long Term Borrowings - Note 4(a)

	Current Period	Prior Period	Movement \$	Movement %
Bank Loans (provide names of lenders)				
Other Loans (provide names of lenders)				
Subordinated Loans (provide names of lenders)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

### Related/Associated Company Payables

**NCL-REL**

#### Non-Current Liabilities: Related/Associated Company Payables - Note 4(b)

	Current Period	Prior Period	Movement \$	Movement %
Loans (provide names of related parties)				
Payables (provide names of related parties)				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

**Other Non Current Liabilities**

**NCL-OTH**

**Non-Current Liabilities: Other - Note 4(c)**

	Current Period	Prior Period	Movement \$	Movement %
Provision for Income Tax				
Provision for Long Service Leave				
Provision for Dividend				
Deferred Taxation Liability				
Lease Liability				
Other Payables				
Other Accruals & Sundry Provisions				
Other (provide details)				
<b>Sub Total</b>				

## Ad Hoc NTA Return

Return Date:

<b>EQY</b>
------------

**Equity**

**Equity - Note 5**

	Current Period	Prior Period	Movement \$	Movement %
Voting Shares				
Non-Voting Shares				
Other (provide details)				
<b>TOTAL</b>				

## Ad Hoc NTA Return

Return Date:

<b>RRE</b>
------------

### Reserves & Retained Earnings

#### Reserves & Retained Earnings - Note 6

	Current Period	Prior Period	Movement \$	Movement %
Accumulated Profits / (Losses) at beginning of month				
Profit / (Loss) from Futures Operations for the month				
Profit / (Loss) from Rest of Operations for the month				
Accumulated Profits / (Losses) at end of month				
Adjustment to Retained Earnings - Increases (provide details)				
Adjustment to Retained Earnings - Decreases (provide details)				
Other Revenue Reserves				
Capital Reserves				
Dividend				
Other (provide details)				
<b>Total</b>				

## Ad Hoc NTA Return

Return Date:

**Approved Subordinated Debt**

<b>ASO</b>
------------

**Approved Subordinated Debt - Note 7**

Lender	Maturity	Facility Limit	Current Period	Prior Period	Movement \$	Movement %
<b>Total</b>						

## Ad Hoc NTA Return

Return Date:

<b>CGL</b>
------------

### Contingent Liabilities

#### Contingent Liabilities - Note 8

	Current Period	Prior Period	Movement \$	Movement %
Guarantees (provide details)				
Other (provide details)				
<b>TOTAL</b>				

## Ad Hoc NTA Return

Return Date:

<b>LCM</b>
------------

### Lease Commitments

#### Lease Commitments - Note 9

	Current Period	Prior Period	Movement \$	Movement %
Operating Leases (provide details)				
<b>TOTAL</b>				

## Ad Hoc NTA Return

Return Date:

<b>CEC</b>
------------

### CEC - Capital Expenditure Commitments

#### Capital Expenditure Commitments - Note 10

	Current Period	Prior Period	Movement \$	Movement %
<b>TOTAL</b>				

## Ad Hoc NTA Return

Return Date:

### Standby Credit Facilities

<b>SCF</b>
------------

#### Standby Credit Facilities - Note 11

			Limit Amount	
Type	Provider/Participant Name	Terms & Availability	Current Period	Prior Period
Granted in favour of the Participant:				
		<b>Sub Total</b>		
Granted by the Participant in favour of other:				
		<b>Sub Total</b>		
		<b>Total</b>		

## Ad Hoc NTA Return

Return Date:

<b>FEE</b>
------------

### Foreign Exchange Exposure

#### Foreign Exchange Exposure - Note 12

	Current Period	Prior Period	Movement \$	Movement %
Net Gain/Loss				

## Ad Hoc NTA Return

Return Date:

<b>RAS</b>
------------

### Receivables Analysis

#### Receivables Analysis - Attachment A

Amounts Owed by	Current	30 Days	60 Days	90 Days+	Total Outstanding
Future Clients					
Other Clients					
Dealers					
Other Receivables					
Less Provision for Doubtful Debt					
Sub Total					
Ageing Analysis %					

## Ad Hoc NTA Return

Return Date:

<b>DIR</b>
------------

**Directors**

**Directors - Attachment B**

Current Period	Prior Period
<b>Board Directors (Full Name)</b>	
<b>Company Secretary (Full Name)</b>	
<b>CEO (Full Name)</b>	

## Ad Hoc NTA Return

Return Date:

<b>SHA</b>
------------

### Shareholders

#### Shareholders - Attachment C

<b>Voting</b>					
Class of Shares	Value per Share	Shareholder Name	Number of Shares	Current Period	Prior Period
<b>Voting Total</b>					

<b>Non-Voting</b>					
Class of Shares	Value per Share	Shareholder Name	Number of Shares	Current Period	Prior Period
<b>Non-Voting Total</b>					
<b>Total Contributed Equity</b>					

## Ad Hoc NTA Return

Return Date:

<b>REL</b>
------------

### Related/Associated Company Receivables

#### Related/Associated Company Receivables - Attachment D

<b>Current Assets</b>			
Name of Related/Associated Company	Evidence Provided	Current Period	Prior Period
<b>Sub Total</b>			
<b>Non - Current Assets</b>			
<b>Sub Total</b>			
<b>Total</b>			

## Ad Hoc NTA Return

Return Date:

### Net Liquid Assets

**NLA**

#### Statement of Net Liquid Assets - Attachment E

	Note	Current Period	Prior Period	Movement \$	Movement %
Liquid Assets					
Cash at Bank and on Hand					
Deposits with ASX Clear (Futures)					
Deposits with ASX Clear					
Deposits with other Participants					
Investments with authorised Institutions (24 hour call or better)					
Other Investments (24 hour call or better)					
Deposits with a Stock Exchange					
Government & Semi-Government Securities					
Bank Accepted Bills					
Listed Securities					
Other (provide details)					
<b>Total Liquid Assets</b>					
Liquid Liability					
Other Clients					
Other Creditors - at call					
Client Credit Margins (if mark to market not used)					
Loans & Deposits - at call					

## Ad Hoc NTA Return

Return Date:

Bank Overdraft					
Other (provide details)					
<b>Total Liquid Liabilities</b>					
<b>Current Net Liquid Assets</b>					

## Ad Hoc NTA Return

Return Date:

<b>SEC</b>
------------

### Secured Creditors

#### Statement of Secured Creditors - Attachment F

	Note	Nature & Extent of Security	Terms	Granted in favour of	Current Period	Prior Period
<b>Current Liabilities</b>						
Bank Overdraft						
Bank Loans						
Loans & Deposits						
Related/Associated Company Payables						
Other (provide details)						
<b>Total Current Liabilities</b>						
<b>Non-Current Liabilities</b>						
Bank Overdraft						
Bank Loans						
Loans & Deposits						
Related/Associated Company Payables						
Other (provide details)						
<b>Total Non-Current Liabilities</b>						
<b>Total Secured Creditors</b>						