

New Principal Trader Program

Version 1.1 – 13 January 2022

Under ASX's New Principal Trader (NPT) program, eligible firms, clearly definable groups or "pods" within proprietary trading firms, or individuals, can trade ASX Benchmark Products¹ free of ASX's standard exchange fees and ASX 24 market data fees for a six month period.

Program

ASX provides a full rebate of ASX's standard exchange fees and free ASX 24 market data for a period of 6 months provided the NPT trades over 1,000 contracts per month in any ASX Benchmark Product for the first 6 months of the program.²

Further details are set out below. ASX's rebate of standard exchange fees applies to all fees charged by ASX (including option exercise fees, mandatory settlement fees, off-market fees and headline fees).

Who is an eligible NPT?

Firms or individuals are eligible to participate in the program if they can demonstrate they have not traded in the ASX market in the past two years.

Eligible firms may include banks, proprietary trading firms, hedge funds, managed futures funds and other entities that manage pooled client monies.

ASX may in its absolute discretion approve or refuse an Applicant's entry to the NPT Program and reserves the right to review the terms of the NPT Program, or an individual or firm's participation in the NPT Program at any time. ASX will consider each Applicant's eligibility for the program having regard to the relevant circumstances of the Applicant and may request additional information reasonably necessary to assess an Applicant's eligibility.

To discuss any questions concerning eligibility, or for further information in relation to the program, please contact ASX.

How to Apply

To apply:

- 1. Complete the attached Application Form and have it signed by the Applicant, their Trading Participant, their ASX 24 Clearing Participant and Non ASX 24 Intermediary Broker (as applicable).
- 2. The completed and signed application form must be submitted to ASX at least 4 weeks prior to commencement of trading by the Applicant, unless ASX agrees to a shorter notice period in writing.
- 3. If ASX approves the application, ASX will confirm the Applicant's admission into the NPT Program and provide a template Rebate Volume Form via email to the address specified in the Application Form, usually within one week of accepting the application.
- 4. Once email confirmation of the Applicant's admission into the NPT Program is received by the Applicant, the Applicant's ASX 24 Clearing Participant may lodge volumes on behalf of the Applicant in accordance with the relevant ASX Market Data Reporting Policy.

¹ "ASX Benchmark Products" are:

³⁰ Day Interbank Cash Rate Futures 90 Day Bank Accepted Bill Futures and Options

³ Year Treasury Bond Futures and Option

⁵ Year Treasury Bond Futures and Options

¹⁰ Year Treasury Bond Futures and Options

²⁰ Year Treasury Bond Futures ASX SPI 200[®] Index Futures and Options

² Volumes used to qualify for the NPT program cannot also be used to qualify for any other ASX incentive or rebate program. Rebate of standard exchange fees in the first 3 months or 6 months (as applicable) is capped at 200,000 contracts per month.



Details of rebate amounts for standard exchange fees

The amount of the standard exchange fee rebate available under each program option to approved Applicants over the life of the program is set out in the table below:

6 Month Program

(Including standard exchange fees and free ASX 24 market data)

Timeframe	Min/Month	Max/Month	Rebate (AUD)
1-6 months	1,000	200,000	100%
7-12 months	5,000	60,000	50%
13-24 months	7,500	60,000	25 cents/contract rebate

Details of the free ASX 24 market data

ASX will waive ASX 24 market data fees for the first 6 months of the program for eligible Applicants accepted into the program provided the NPT trades over 1,000 contracts per month in any ASX Benchmark Product.

The following ASX 24 market data fees are covered under the NPT Program:

- Royalties in relation to Display terminals used within the firm
- Royalties in relation to Trading terminals used within the firm
- Royalties in relation to Non-display revenue generating devices used within the firm
- Royalties in relation to Non-display non-revenue generating devices used within the firm

Market Data Reporting Obligation

Participants who receive ASX 24 market data directly from ASX

NPT participants receiving ASX 24 market data directly from ASX must report their market data usage for a particular month on or before the 22nd day of the following calendar month in accordance with the relevant ASX Market Data Reporting Policy no royalty fees will be levied for this usage.

Where direct supply of ASX 24 market data is occurring, the client must have a duly executed MarketSource Agreement in place.

Participants who receive market data through a Nominated Third Party

Where access to ASX 24 market data is provided via a Nominated Third Party (NTP), the NTP must (i) have a duly executed MarketSource Agreement in place and (ii) have received a letter from ASX advising the NTP that the use of ASX 24 market data will be free of royalty charges for a period defined by the program option the NPT has selected in the attached Application Form.

NTPs must report their client real time ASX 24 market data usage during the NPT period. No royalty fees will be charged during the NPT period.



New Principal Trader Program Application Form

Terms of Payment

By signing this Application From, each party acknowledges and agrees that:

- 1. Volumes lodged without prior ASX approval will not be processed
- 2. Either the Applicant or the Applicant's relevant NTP must have in place a current, duly executed MarketSource agreement in respect of all relevant ASX 24 market data
- 3. A correctly completed Rebate Volume Form must be provided to ASX within 22 days after the end of the relevant calendar month
- 4. Rebate Volume Forms received after this cut off period will not be processed, unless prior written consent is obtained from ASX and an indicative volume is provided by the Applicant for accrual purposes, and
- 5. Rebates are paid monthly in arrears to the ASX 24 Clearing Participant to then be forwarded to the Applicant.

Applicant Company and Trading Participant

Applicant Company/Individual Name and Company Number (as applicable):

Trading Participant/Firm Name:

ASX 24 Clearing Participant Name:

Traders: (Please list the names of all traders who will trade under the NPT Program)

Business Division(s)/Trading Group Name:

(Please list all business divisions and Trading/Order Entry ID's of all who will participate in the NPT Program)

Address:

Email:

Telephone:

Preferred commencement date:



Acknowledgements

By signing this Application From, each party acknowledges and agrees that:

- ASX relies on the information provided in this Application Form when determining whether an application is approved. All information provided in this Application Form is true and correct and not misleading. The Applicant, Trading Participant, ASX 24 Clearing Participant, or Non ASX 24 Intermediary Broker (as applicable) must notify ASX immediately if any information provided in this Application Form ceases to be true and correct or becomes misleading.
- All trades in ASX Benchmark Products under the NPT Program must be executed by or on behalf of the Applicant.
- The standard exchange fee rebate on ASX Benchmark Products will only be payable by the Exchange upon receipt of a copy of the Applicant's monthly statement and a satisfactory rebate form from the Applicant's ASX 24 Clearing Participant disclosing that the Applicant has traded over 1,000 contract sides for the month in the ASX Benchmark Products.
- All rebate payments will be made to the account notified to ASX in writing by ASX 24 Clearing Participant, monthly in arrears.
- All monthly data usage statements and rebate forms must be received by ASX within 22 days after the end of the relevant calendar month.
- I/We must not use any trading volumes used as a basis for qualifying for this NPT Program to attempt to qualify for any other ASX NPT or rebate program(s).
- To the extent permitted by law, I/we will promptly provide to ASX any further information requested by ASX or
 permit ASX to inspect any records of the Trading Participant/FSL and ASX Clear (Futures) Participant to the extent
 that that the information or records relate to this Application or the Applicant's trades in connection with the NPT
 Program (including former trading and clearing).
- All rebates under the NPT Program are available in respect of trading for the period of three months or six months (depending on the program option elected in this Application Form) commencing on the date notified to the Applicant by ASX.
- ASX may in its absolute discretion approve or refuse an Applicant's entry to the NPT Program and reserves the right to review the terms of the NPT Program, or an individual or firm's participation in the NTP Program at any time. ASX is not obliged to provide any reasons for refusing an Applicant's entry to the NPT Program.
- Any waiver or rebate by ASX of any fees in connection with the NPT Program is conditional on the Applicant (i) being and remaining eligible to participate in the NPT Program, and (ii) complying with the all applicable terms and conditions in connection with the provision of services and ASX 24 market data by ASX (including without limitation the provisions of the relevant MarketSource agreement).
- ASX may terminate the Applicant's participation in the NPT Program if ASX determines that the Applicant is not
 eligible to participate in the NTP Program or has failed to comply (other than in an immaterial way) with all
 applicable terms and conditions in connection with the provision of services and ASX 24 market data by ASX
 (including without limitation the provisions of the relevant MarketSource agreement). If an individual or firm's
 participation in the NTP Program is terminated for one or more of the reasons above, ASX may recover from the
 relevant individual or firm the amount of any rebates paid and/or any fees waived in connection with the NTP
 Program.
- The Applicant confirms and undertakes that it has all necessary licence requirements to access and use ASX 24
 market data. If the Applicant receives ASX 24 market data direct supplied by ASX the Applicant has a properly
 executed MarketSource Agreement in place with ASX, or the Applicant received ASX 24 market data via a
 Nominated Third Party (NTP), ASX has provided a letter to the NPT advising the use of ASX 24 market data will be
 free of royalty charges for the period of the NPT agreement.



New Trader Program Application Form

Trading History

Please tick the appropriate option:

- □ I/We have never traded ASX 24 contracts.
- □ I/We have traded ASX 24 contracts before, on behalf of clients.
- □ I/We have traded ASX 24 contracts for the company's own account, more than two years ago.
- □ I/We are a non-ASX 24 Intermediary Broker.

If you have traded ASX 24 contracts on behalf of clients or for your own account more than two years ago, please complete the following:

Commencement date of trading ASX 24 products:

Company name traded under:

Former Trading Participant and Clearing Participant:

Contact name:

Address:

Telephone: (If more than one please attach additional contact details to this Application Form)

Other information: (Please provide background information on your company, including which business areas will partake in the NPT Program)

Please list other futures exchanges your company trades:



Non ASX 24 Intermediary Broker

□ In support of this application, the Non ASX 24 Intermediary Broker agrees to provide the ASX Clear (Futures) Participant access to client accounts to verify the volumes submitted for the purpose of the NPT Program.

Non ASX 24 Intermediary Broker Name:				
Contact:				
Email:	Telephone:			

New Principal Trader Program Application Form

ASX 24 Clearing Participant

□ In support of this application, the ASX 24 Clearing Participant agrees to submit to ASX the rebate form provided of the Applicants volumes in sides and Trading/Order Entry ID's.

ASX 24 Clearing Participant Name:				
Contact:				
Email:	Telephone:			

Notification of Collection of Personal Information

In this Application the Applicant is required to provide personal information to ASX about itself, its officers and employees. This information is required to allow ASX to assess whether the Applicant meets the eligibility requirements for the NPT program. Failure to provide this information is likely to prevent ASX from being able to process this Application. The personal data provided in this Application will only be used for ASX's legitimate business purposes as an exchange, including the processing of this Application and the administration of the NPT program.

ASX may from time to time use external service providers but will not disclose the personal information you provide to any other organisations or individuals outside the ASX Group, unless it is required or authorised by law to do so, or unless you consent to the disclosure. ASX does not generally provide personal information to overseas parties but does use international service providers for technological solutions. Please see ASX's Privacy Statement at <u>www.asx.com.au/about/privacy-statement.htm</u> for further details.

The personal information you provide will be held securely and will be kept only for as long as necessary for the purposes for which it was provided, or as required under the applicable Operating Rules or by any law or regulatory requirement. Under Australian privacy law, individuals have the right to request access to their personal information held by ASX. Depending on the nature of the personal information held by ASX, an individual may have the right under applicable data protection laws to request the deletion of their personal information or to restrict or object to the processing of their personal information. Individuals can take steps to exercise any of their rights or make a complaint by contacting ASX by telephone on 131 279 (within Australia) or via email at privacy@asx.com.au.

By completing and submitting this Application the Applicant represents and warrants to ASX that it has obtained the relevant individuals' consent to provide their personal information to ASX for the purposes of this Application, and that those individuals have read and understood ASX's Privacy Statement.



Signature page

Applicant		
SIGNED by the duly authorised Representative of the Applicant :		
Applicant Depresentative signatures	Data	
Applicant Representative signature:	Date:	
Representative's Name and Title:		
Trading Participant		
SIGNED by the duly authorised Representative of the Trading Participant :		
Trading Participant Representative signature:	Date:	
Representative's Name and Title:		
ASX 24 Clearing Participant		
SIGNED by the duly authorised Representative of the ASX 24 Clearing Partie	cipant:	
ASX Clear (Futures) Participant Representative signature:	Date:	
Representative's Name and Title:		
Non ASX 24 Intermediary Broker		
SIGNED by the duly authorised Representative of the Non ASX 24 Intermed	iary Broker:	
ASX Clear (Futures) Participant Representative signature:	Date:	

Representative's Name and Title:

Confirmation

By signing this Application Form, each signatory confirms that they are duly authorised to execute this document and that the execution of this document has been properly authorised by all necessary corporate action (as applicable) by the relevant party.



Further enquiries:

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Disclaimer

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