

Australian Securities and Investments Commission
ASIC Market Integrity Rules (ASX 24 Market) 2010 —
Rule 1.2.1(1) — Class Rule Waiver

Enabling provision

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under Rule 1.2.1(1) of the *ASIC Market Integrity Rules (ASX 24 Market) 2010* (the *ASX 24 Rules*).

Title

2. This instrument is ASIC Class Rule Waiver [CW 11/734].

Commencement

3. This instrument commences on the date it 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/>.

Waiver

4. ASIC relieves a Market Participant from the obligation to have in force a Client Agreement with a Client that is the trustee of a trust or operator of a managed investment scheme to the extent the Client Agreement must contain the acknowledgment specified in Rule 2.2.5(1)(b)(vi) of the ASX 24 Rules.

Where this waiver applies

5. The waiver in paragraph 4 applies where the Market Participant and the Client have entered into an agreement (which may be the Client Agreement or another agreement) that contains provisions to the following effect:
 - (a) subject to subparagraph (b):
 - (i) the Client is responsible to pay in cash any deficit owing to the Market Participant after the Closing Out of a Contract of the Client but only to the extent the deficit can be satisfied from the assets of the trust or managed investment scheme and the Client has the right to be indemnified out of those assets; and
 - (ii) if the Client defaults in payment of such a deficit, the Market Participant may realise any securities held by the Market Participant which form part of the assets of the trust or managed investment scheme, and apply the proceeds against that deficiency; and
 - (b) if, as a result of an act or omission of the Client, the Client does not have a right to be indemnified out of the assets of the trust or managed investment

scheme, the Client is responsible to pay in cash any deficit owing to the Market Participant after the Closing Out of a Contract of the Client; and

- (c) the Market Participant has a right of reasonable access to the accounts and records of the Client in its capacity as trustee or operator of a managed investment scheme, to enable the Market Participant to, at any point in time, assess its exposure to the trust or managed investment scheme.

Conditions

- 6. A Market Participant must keep a written record of each Client in relation to which this instrument applies.

Interpretation

- 7. In this instrument:

Client Agreement means the agreement required by Rule 2.2.5(1) of the ASX 24 Rules.

Dated this 10th day of October 2011

Signed by Greg Yanco
as a delegate of the Australian Securities and Investments Commission