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## Listing Rules

### 1. INTERPRETATION RULES

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#### Compliance with spirit, intention and purpose of Rules

- 1.1 Each **applicant, listee** and **sponsor** must comply with these **Rules**. In interpreting a **Rule**, a construction that would promote the purpose or object of the underlying **Rule** is to be preferred.

#### Governing law

- 1.2 These **Rules** are governed by and must be construed in accordance with the laws of New South Wales, and or as applicable the laws of Australia.
- 1.3 **APX** and each **applicant, listee** or **sponsor**:
- (a) irrevocably submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia and to the courts of appeal from the courts of New South Wales;
  - (b) irrevocably waives any immunity from, or objection to, any action in the courts exercising jurisdiction in New South Wales, Australia and to the courts of appeal from the courts of New South Wales; and
  - (c) irrevocably waives any claim or objection to any action brought in New South Wales, Australia based on absence of jurisdiction or inconvenient forum or to the courts of New South Wales, or the courts of appeal from the courts of New South Wales, not having jurisdiction.

#### Terms used in these Rules

- 1.4 In these **Rules** unless the context requires otherwise:
- (a) words importing the singular number include the plural and vice versa;
  - (b) words importing the masculine gender include the feminine and neuter genders and vice versa;
  - (c) a reference to a person includes a reference to a natural person and a legal person;
  - (d) the word "person" includes a corporation, body corporate, unincorporated association or any governmental authority;
  - (e) a reference to a person includes a reference to the person's executors, administrators, legal personal representatives, successors and permitted assigns;
  - (f) a reference to "Dollars" or "\$" or "AUD" is a reference to Australian currency;
  - (g) a reference to "includes" and cognate terms means includes without limitation;
  - (h) a reference to:

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- (i) these **Rules** or the **APX Listing Rules** are to the rules contained in this document;
  - (ii) a **Rule** is a reference to a rule in this document;
  - (iii) a **Business Rule** is a reference to a rule in the **Business Rules**;
  - (iv) a **Chapter** is a reference to a chapter in these **Rules**;
- (i) terms in **bold font** in these **Rules** (including this document) have the meanings specified in **Rule 1.4(h)** or **Chapter 2** and cognate terms have a corresponding meaning;
  - (j) an obligation incurred by two or more persons binds them or any one or more of them jointly and severally;
  - (k) any obligation to comply, and similar terms, is to be interpreted as an obligation to comply fully and immediately (or in the time specified) and to ensure continuing compliance with the obligation;
  - (l) any reference to a discretion means an absolute and unfettered discretion and any reference to an opinion of a person, means an opinion formed in the absolute and unfettered discretion of the person;
  - (m) any reference to a power, action, opinion or discretion of **APX**, includes a reference to a power, action, opinion or discretion of the board, any department, committee, tribunal, officer, executive or representative of **APX**, as the case may be, which or who is empowered by these **Rules** to exercise that power, take that action, form that opinion or to exercise that discretion or make a decision whether to exercise that discretion;
  - (n) any reference to a power, action or discretion of **APX** includes a reference to any power, action or discretion necessary to give effect to **APX's** power, action or discretion;
  - (o) a reference to a right includes an interest, power, remedy, privilege and cause of action however arising; and
  - (p) references to writing include typewriting, printing, photography and other modes of representing or reproducing words in legible and on-transitory form and electronic mail.

1.5 All headings are for ease of reference only and do not affect in any way the meaning or interpretation of any **Rules**.

### **Terms used in the Act and Australian Accounting Standards**

1.6 Terms that are not specifically defined in these **Rules**, but are given a particular meaning in the **Act**, have that meaning in these **Rules**.

1.7 Terms that are defined in the **Australian Accounting Standards** and that are not defined in these **Rules**, have the same meaning given in the accounting standards.

### **Modifications, amendments and replacements**

1.8 A reference to any of the **Rules** includes any variation, modification or replacement of it.

1.9 A reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them.

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## Conduct

- 1.10 An act or omission by an **applicant, listee or sponsor** includes an act or omission caused directly or indirectly by the **applicant, listee or sponsor**.
- 1.11 Conduct engaged in on behalf of an **applicant, listee or sponsor** by an officer, employee, or other agent of the **applicant, listee or sponsor** (as the case may be) is taken for the purposes of these **Rules** to have been engaged in by the **applicant, listee or sponsor** (as the case may be), whether or not the conduct is within the scope of the actual or apparent authority of the officer, employee, or other agent.
- 1.12 Conduct engaged in on behalf of an **applicant, listee or sponsor** by any other person at the direction or with the express or implied consent of an officer, employee, or other agent of the **applicant, listee or sponsor** (as the case may be) is taken for the purposes of these **Rules** to have been engaged in by the **applicant, listee or sponsor** (as the case may be), whether or not the giving of the direction or consent is within the scope of the actual or apparent authority of the officer, employee or other agent.

## Calculation of time

- 1.13 When a **Rule** requires something to be done by a day that is not a **business day**, the thing must be done by the next **business day**.
- 1.14 References to time are to Australian Eastern Standard Time or Australian Eastern Summer Time (as appropriate), unless another time is specified.

## Financial statements

- 1.15 If a **Rule** requires **financial statements** to be given to **APX**, the following apply:
- (a) if the entity controls a second entity within the meaning of section 50AA of the **Act** or is the holding company of an entity, required by law, regulation, rule or accounting standard or if **APX** requires, the statements must be consolidated statements;
  - (b) the **financial statements** must be prepared in accordance with the **Act** and, in all material respects, with the **Australian Accounting Standards**. If the entity is a foreign entity the **financial statements** may be prepared to other standards which are of an equivalent regulatory standard to the **Australian Accounting Standards** and are approved by **APX**;
  - (c) if the **Rule** requires audited **financial statements**, the audit must be independent and be conducted in accordance with **Australian Auditing Standards** by an **auditor**. If the entity is a foreign entity, the audit may be conducted in accordance with International Financial Reporting Standards or other standards approved by **APX** and may be conducted by an overseas equivalent of an **auditor**;
  - (d) if the **Rule** requires **financial statements** to be reviewed, the review must be conducted in accordance with **Australian Auditing Standards** by an **auditor**. If the **applicant** is a foreign entity, the review may be conducted in accordance with other standards agreed by **APX** which are of an equivalent regulatory standard to the **Australian Auditing Standards** and may be conducted by an overseas equivalent of an **auditor**; and
  - (e) if there is a directors' declaration that relates to the **financial statements**, the directors' declaration must be given to **APX** with the **financial statements**.

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## Amendments to Rules

- 1.16 Unless otherwise explicitly stated, a **Rule** that is amended, deleted or otherwise ceases to have effect does not:
- (a) affect the previous operation of the **Rule** or anything done under the **Rule**;
  - (b) affect any right, obligation or liability, acquired, accrued or incurred under that **Rule**;
  - (c) affect any penalty, sanction, suspension or other enforcement action taken, incurred, or may be imposed with respect of a breach of that **Rule**; and
  - (d) affect any investigation; proceedings, enforcement or appeal process in relation to or arising from those as set out in **Rule 1.16(c)** above.

## Rules in force at time of breach

- 1.17 Unless explicitly stated otherwise, in determining whether a breach of the **Rules** has occurred, the matter is to be determined with respect to the **Rules** as in force at the time of the possible breach.

## Managed investment schemes

- 1.18 In the case of a **listee** that is a **managed investment scheme**, obligations imposed by the **Rules** on the **listee** or officers of the **listee** must be discharged by the **responsible entity** of the **managed investment scheme** or the officers of the **responsible entity**.

## Approval usually means ordinary resolution

- 1.19 A requirement in these **Rules** for approval by **security holders** means approval by **ordinary resolution** at a general meeting of the holders of **ordinary securities** unless otherwise specified.