

A large, stylized green diamond shape is positioned on the left side of the page, partially overlapping the Cboe logo. It is composed of several overlapping diamond outlines, creating a layered effect.

**Cboe Australia**

**Data Vantage Payment  
Schedule Version 1.6**

1 January 2026

## Contents

<b>Fees</b> .....	<b>1</b>
Technical Services.....	4
Market Information - Private .....	5
Market Information - Public .....	6
<b>Ordering and Cancelling Products</b> .....	<b>9</b>
<b>Payment</b> .....	<b>10</b>
<b>GST &amp; Other Taxes</b> .....	<b>11</b>

## Why is this document important?

This Payment Schedule sets out terms and conditions which apply to the calculation and payment of Fees for Cboe Products including those made available under the Cboe Australia General Terms & Conditions and Product Manual (the CXA Customer Contract or CC), or the Cboe Global Data Agreement (the GDA), (collectively the Agreement).

Capitalised terms have the same meaning as in the relevant Agreement unless otherwise specified in this document. Cboe may amend this document from time to time in accordance with the relevant Agreement.

‘Customer’ includes a Customer as defined under the CXA Customer Contract or a Data Recipient as defined under the GDA.

In addition to the Products and Fees listed below Cboe and a Customer may from time to time agree Products and Fees as documented on an Order Form or side letter.

Please Note: Some Fees may not apply to Customers registered under the Cboe market maker, fee, media, API or enterprise pricing programs or other waivers outlined in the Agreement. Some Market Information products are charged in United States dollars (USD). Customer locations within Australia and New Zealand (ANZ) are charged in Australian Dollars (AUD) unless indicated otherwise.

Please Note:

- a) All Fees shown below are billed on a monthly basis.
- b) Cancellation period for products and licenses listed below is 30 Days unless otherwise stated in the Additional Terms column

## Fees<sup>1</sup>

TECHNICAL SERVICES											
Network Connectivity	Product Code	Fee	Effective Date	New Fee	New Effective Date	Basis	One-Off / Setup Fee	Direct Agreement	A&NZ locations	Intl. locations	Additional Terms
1Gb port – fibre	1GBP-FLE	1100.00	01-Jan-25	1150.00	01-Jan-26	Per Physical Port	1 Month Fee	CC	AUD	AUD	<p>One-Off Setup Fee includes: 1) Installation, and 2) Connectivity Standard (incl SFP) Cboe ALC physical ports can only be used with Cboe Connect.</p> <p>The Customer must also subscribe to a physical port dedicated to Cboe Connect. Please contact nocapac@cboe.com to discuss before ordering in the Portal.</p> <p>If the Customer has 'DR Connectivity' subscribed 'ON', then an additional \$1,000 applies.</p> <p>Each additional Cboe Connection session is \$ 500 per month.</p> <p>For Extranet Providers, the fee is charged per extranet client and based on the extranet client's DR Connectivity.</p>
10Gb port – fibre	10GBP-FLE	1800.00	01-Jan-25	1850.00	01-Jan-26	Per Physical Port	1 Month Fee	CC	AUD	AUD	
Cboe Connect	CC-ALC	1000.00	01-Aug-24			Initial Connection	Not Applicable	CC	AUD	AUD	
Cboe Connect - DR	CC-ALC-DR	1000.00	01-Aug-24			Initial Connection	Not Applicable	CC	AUD	AUD	
Cboe Connect Additional Connection	CC-ALC-ADD	500.00	01-Aug-24			Per Additional Connection	Not Applicable	CC	AUD	AUD	
Trading Interface	Product Code	Fee	Effective Date	New Fee	New Effective Date	Basis	Installation Fee	Direct Agreement	A&NZ locations	Intl. locations	Additional Terms
FIX Gateway	FIXOE	600.00	01-Jan-24	650.00	01 Jan 26	Per Logical Port	Not Applicable	CC	AUD	AUD	<p>If the Customer has 'DR Connectivity' subscribed 'ON', then for each primary logical port requested the Customer will automatically have a 'twin' DR logical port created and synched with the primary instance.</p> <p>Charges for DR instances of FIX gateway, BOE gateway, Purge Ports are capped at 2 per login type per Customer. They may only be used for trading after a failover event to DR.</p> <p>Dedicated Cores are offered in the Cboe AU primary data centre. Clients will require a logical port for each dedicated CPU core.</p>
BOE Gateway	BOE	1550.00	01-Jan-25	1600.00	01-Jan-26	Per Logical Port	Not Applicable	CC	AUD	AUD	
Purge Port - FIX	PP-FIX	650.00	01-Jan-25	700.00	01-Jan-26	Per Logical Port	Not Applicable	CC	AUD	AUD	
Purge Port - BOE	PP-BOE	650.00	01-Jan-24	700.00	01-Jan-26	Per Logical Port	Not Applicable	CC	AUD	AUD	
Dedicated Core Port	CXA-DNA-DC-PORT	1550.00	01-Dec-24	1600.00	01 Jan 26	Per Logical Port	Not Applicable	CC	AUD	AUD	
Dedicated Cores	CXA-DNA-DC	800.00	01-Dec-24	850.00	01 Jan 26	Per Dedicated Core	Not Applicable	CC	AUD	AUD	

<sup>1</sup> Some Fees may not apply to Customers registered under the Cboe market maker, fee, media, API or enterprise pricing programs or other waivers outlined in the Agreement. Some Market Information products are charged in United States dollars (USD). Customer locations within Australia and New Zealand (ANZ) are charged in Australian Dollars (AUD) unless indicated otherwise.

Other Products	Product Code	Fee	Effective Date	New Fee	New Fee Effective Date	Basis	Installation Fee	Direct Agreement	A&NZ locations	Intl. locations	Additional Terms
Certification (test) Environment Access	CERT	800.00	01-Apr-23			Per Subscription	Not Applicable	CC	AUD	AUD	For testing purposes, may be waived for up to 6 months for Customers that : <ul style="list-style-type: none"> <li>• subscribe to Certification Access and are simultaneously applying to become a Cboe Participant for the first time or a Cboe Distributor for the first time; or</li> <li>• are existing Customers who are not already subscribed to Certification and have not previously had access fees waived for 6 months.</li> </ul>
Extranet Licence	CXA-EXT	1200.00	01-Jan-25			Per Extranet Firm	Not Applicable	CC + GDA	AUD	AUD	Order by emailing tradedeskau@cboe.com with subject line 'Request Extranet Licence'. 1) Applicable to network providers with infrastructure capable of supporting more than one client establishing Cboe connectivity. 2) Payable in addition to Network Connectivity fees 3) Requires a Global Data Agreement.

## MARKET INFORMATION - PRIVATE

Participant Trading Information	Product Code	Fee	Effective Date	New Fee	New Fee Effective Date	Basis	Installation Fee	Direct Agreement	A&NZ locations	Intl. locations	Additional Terms
ODROP - Participant (Internal)	ODROP-C	1050.00	01-Jan-25	1100.00	01-Jan-26	Per Logical Port	Not Applicable	CC	AUD	AUD	If the Customer has 'DR Connectivity' subscribed 'ON', for each primary logical port requested the client will automatically have a 'twin' DR logical port created and synched with the primary instance. Charges for DR instances of ODROP are capped at 2 per Customer. They may only be used for real-time updates after a failover event to DR. Customer may have their BIDS flow permissioned on their ODROP OR they may subscribe for a BIDS Drop Copy which is dedicated for BIDS flow only (see BIDS Drop Copy).
ODROP - Distributor (External)	ODROP-V	2550.00	01-Jan-25	2600.00	01-Jan-26	Per Logical Port	Not Applicable	CC	AUD	AUD	
FIX Drop	FIXDROP-C	650.00	01-Jan-25	700.00	01-Jan-26	Per Logical Port	Not Applicable	CC	AUD	AUD	If the Customer has 'DR Connectivity' subscribed 'ON', for each primary logical port requested the client will automatically have a 'twin' DR logical port created, charged and synched with the primary instance. All DR instances of FIX Drop are charged. They provide real-time updates during normal Primary Equinix operating conditions. Participants will be charged for each FIX Drop they receive and for each third party they authorise to receive their FIX Drop.

MARKET INFORMATION - PUBLIC											
DIRECT ACCESS (Direct from Cboe)	Product Code	Fee	Effective Date	New Fee	New Fee Effective Date	Basis	Units of Count Reporting	Direct Agreement	A&NZ locations	Intl. locations	Additional Terms
CXA Depth - Real-time (Multicast) - Internal Distribution	PITCHMD-C	1125.00	01-Jan-25	1200.00	01-Jan-26	Per Subscription	Not Required	CC + GDA	AUD	AUD	<p>Note: One charge for each stream subscription 'bundle'. Stream A and Stream B available in Primary Data Centre and Stream E available in Backup Data Centre. Each stream bundle includes: multicast stream plus 1 GRP (gap recovery) plus 2 SPINs (snapshot recovery, one per matching unit). Customers must subscribe on the basis of:            1 PITCH stream subscription : 1 recovery session: 1 application            1 TOP stream subscription : 1 recovery session: 1 application.</p> <p>If the client has 'DR Connectivity' subscribed 'ON', then for each Stream-A 'bundle' requested the client will automatically have a Stream-E 'bundle' created and charged. All DR Stream E instances of PITCH and TOP are charged. They provide real-time updates during normal Primary Equinix operating conditions.            Note there is no automatically created DR GRP or SPIN when Stream-B 'bundle' is requested.</p>
CXA Depth - Real-time (Multicast) - External Distribution	PITCHMD-V	2400.00	01-Jan-25	2500.00	01-Jan-26	Per Subscription	Not Required	CC + GDA	AUD	AUD	
CXA TOP - Real-time (Multicast) - Internal Distribution	TOPMD-C	600.00	01-Jan-25	650.00	01-Jan-26	Per Subscription	Not Required	CC + GDA	AUD	AUD	
CXA TOP - Real-time (Multicast) - External Distribution	TOPMD-V	1125.00	01-Jan-25	1225.00	01-Jan-26	Per Subscription	Not Required	CC + GDA	AUD	AUD	
CXA Depth - Real-time (Cloud) - Internal Distribution	PITCHMD-CLOUD-C	1125.00	01-Jan-25	1200.00	01-Jan-26	Per Subscription	Not Required	GDA	AUD	AUD	<p>Note: One charge for each subscription based on the number of production 'group IDs'. For further information on cloud, including access fees see <a href="#">Cboe Global Cloud</a> and <a href="#">CDS Cboe Global Cloud Price List</a>.</p> <p><b>Service Status (Effective 9 March 2026):</b>            The service remains available but is planned for future retirement. Customers may wish to consider alternative solutions</p>
CXA Depth - Real-time (Cloud) - External Distribution	PITCHMD-CLOUD-V	2400.00	01-Jan-25	2500.00	01-Jan-26	Per Subscription	Not Required	GDA	AUD	AUD	
CXA TOP - Real-time (Cloud) - Internal Distribution	TOPMD-CLOUD-C	600.00	01-Jan-25	650.00	01-Jan-26	Per Subscription	Not Required	GDA	AUD	AUD	
CXA TOP - Real-time (Cloud) - External Distribution	TOPMD-CLOUD-V	1125.00	01-Jan-25	1225.00	01-Jan-26	Per Subscription	Not Required	GDA	AUD	AUD	
Participant Upgrade to External Distribution	MEMBER-V	500.00	01-Jan-24			Per Firm	Not Required	CC + GDA	AUD	AUD	Available to Participants only. If directly subscribing to Direct Access Real-time Feed, a Participant can upgrade to an external distribution licence for an additional \$300 per firm plus any applicable Data Fees.
INDIRECT ACCESS (via a Distributor)	Product Code	Fee	Effective Date	New Fee	New Fee Effective Date	Basis	Units of Count Reporting	Direct Agreement	A&NZ locations	Intl. locations	Additional Terms
Real-time Datafeed via a Distributor - Internal Distribution	CXA-DEPTH-ID	625.00	01-Jan-25	675.00	01-Jan-26	Per Instance	Not Required**	GDA	AUD	USD	** Distributors providing normalised feeds are required to report the number of instances provisioned per client.
Real-time Datafeed via a Distributor - External Distribution	CXA-DEPTH-ED	1050.00	01-Jan-25	1125.00	01-Jan-26	Per Instance	Not Required**	GDA	AUD	USD	
Delayed Datafeed via a Distributor - Internal distribution	CXADEPTH-D-ID	400.00	01-Jan-25	450.00	01-Jan-26	Per Instance	Not Required**	GDA	AUD	USD	
Delayed Datafeed via a Distributor - External distribution	CXADEPTH-D-ED	500.00	01-Jan-25	550.00	01-Jan-26	Per Instance	Not Required**	GDA	AUD	USD	
Cboe Quoted/Listed Real-time Datafeed via a Distributor - Internal Distribution	CXA-UNQ-DEPTH-ID	0.00	1-Mar-23			Per Instance	Not Required**	GDA	AUD	USD	Full fees apply if accessing more than Cboe Quoted/Listed.  ** Distributors providing normalised feeds are required to report the number of instances provisioned per client.
Cboe Quoted/Listed Real-time Datafeed via a Distributor - External Distribution	CXA-UNQ-DEPTH-ED	0.00	1-Mar-23			Per Instance	Not Required**	GDA	AUD	USD	
Cboe Quoted/Listed Delayed Datafeed via a Distributor - Internal Distribution	CXA-UNQ-DEPTH-D-ID	0.00	1-Mar-23			Per Instance	Not Required**	GDA	AUD	USD	
Cboe Quoted/Listed Delayed Datafeed via a Distributor - External Distribution	CXA-UNQ-DEPTH-D-ED	0.00	1-Mar-23			Per Instance	Not Required**	GDA	AUD	USD	

DISPLAY DEVICES	Product Code	Fee	Effective Date	New Fee	New Fee Effective Date	Basis	Units of Count Reporting	Direct Agreement	A&NZ locations	Intl. locations	Additional Terms	
Professional - Standard Display Device	CXA-PRO	63.50	1-Jan-25	68.50	01-Jan-26	Per UOC	Required	N See Note ii	AUD	USD	<ol style="list-style-type: none"> <li>Mobile Device Fee for display of Top of Book Real-time Data on a Mobile Device only. Depth will be billed at the Standard Display device rate.</li> <li>Standard Display Device Fee if the Mobile Device is capable of displaying more than Top of Book Real-time Data.</li> <li>All Real-time Display Device Fees include Cboe Index levels in real-time where available.</li> <li>Enterprise Pricing Program available. Contact <a href="mailto:au.marketdata@cboe.com">au.marketdata@cboe.com</a> for more information</li> <li>If subscribing to Cboe Quoted/Listed products, full fees apply if accessing more than Cboe Quoted/Listed.</li> </ol> <p>Note ii: If a firm only uses Display Devices, a direct agreement is still required :</p> <ol style="list-style-type: none"> <li>Where CXA agrees a Distributor is not able to provide reporting and billing to Cboe for the firm, for example if the firm wants to report Retail Professionals and the Distributor is unable to report for that.</li> <li>A firm internally distributes Real-Time Data via proprietary display platform.</li> </ol>	
Professional - Standard Display Device: Cboe Quoted/Listed Products only	CXA-QL-PRO	0.00	1-Mar-23			Per UOC	Required	N See Note ii	AUD	USD		
Retail-Professional - Standard Display Device	CXA-RETAIL-PRO	45.00	1-Jan-25	50.00	01-Jan-26	Per UOC	Required	N See Note ii	AUD	USD		
Retail-Professional - Standard Display Device: Cboe Quoted/Listed Products only	CXA-QL-RETAIL-PRO	0.00	1-Mar-23			Per UOC	Required	N See Note ii	AUD	USD		
Non-Professional - Standard Display Device	CXA-NONPRO	10.00	1-Mar-23			Per UOC	Required	N See Note ii	AUD	AUD		
Non-Professional - Standard Display Device: Cboe Quoted/Listed Products only	CXA-QL-NONPRO	0.00	1-Mar-23			Per UOC	Required	N See Note ii	AUD	AUD		
Mobile Device - Top of Book only, see additional terms 2	CXA-MOBILE	5.00	1-Mar-23			Per UOC	Required	N See Note ii	AUD	USD		
Mobile Device - Cboe Quoted/Listed Products only Top of Book only, see additional terms 2	CXA-QL-MOBILE	0.00	1-Mar-23			Per UOC	Required	N See Note ii	AUD	USD		
Price Per Quote - Top of Book (Level1)	CXA-PQ-L1	0.0025	1-Mar-23			Per UOC	Required	GDA	AUD	USD		If Top of Book and Depth refresh fees aggregated in any month are less than \$500, then a minimum fee of \$500 applies.
Price Per Quote - Depth (Level2)	CXA-PQ-L2	0.0050	1-Mar-23			Per UOC	Required	GDA	AUD	USD		
Price Per Quote - Top of Book (Level1) - Cboe Quoted/Listed Products only	CXA-QL-PQ-L1	0.00	1-Mar-23			Per UOC	Required	GDA	AUD	USD	This licence allows per quote real-time access to Cboe Quoted/Listed only. Full fees apply if accessing more than Cboe Quoted/Listed.	
Price Per Quote - Depth (Level2) - Cboe Quoted/Listed Products only	CXA-QL-PQ-L2	0.00	1-Mar-23			Per UOC	Required	GDA	AUD	USD		
NON-DISPLAY	Product Code	Fee	Effective Date	New Fee	New Fee Effective Date	Basis	Units of Count Reporting	Direct Agreement	A&NZ locations	Intl. locations	Additional Terms	
Revenue Generating Applications	CXA-NDU-REVGEN	1000.00	01-Jan-25	1050.00	01-Jan-26	Per Application	Required	GDA	AUD	USD	Includes SOR. See Data Policies for more detail.	
Non-revenue Generating Applications	CXA-NDU-NONREV	400.00	01-Jan-25	450.00	01-Jan-26	Per Application	Required	GDA	AUD	USD		
Trade Execution Venue	CXA-NDU-EXVENUE	1000.00	01-Jan-25	1050.00	01-Jan-26	Per Venue	Required	GDA	AUD	USD		
Enterprise Licence	CXA-NDU-ENTERPRISE	7000.00	01-Jan-25	7500.00	01-Jan-26	Per Customer	Not Required	GDA	AUD	AUD	Covers the Data Recipient and its Permitted Parties fee liable Non-Display Applications and Trade Execution Venues globally. See Data Policies for more detail.	

OTHER LICENCES	Product Code	Fee	Effective Date	New Fee	New Fee Effective Date	Basis	Units of Count Reporting	Direct Agreement	A&NZ locations	Intl. locations	Additional Terms
Public Display	PUB-DISPLAY	POA	01-Apr-23					GDA	AUD	USD	Additional specific licences may be required depending on usage. See Data Policies for more detail.
Media	MEDIA-LIC	POA	01-Apr-23					GDA	AUD	USD	
Web Hosting	WEBHOSTING	POA	01-Apr-23					GDA	AUD	USD	
Financial Products	FIN-PRODUCT	POA	01-Apr-23					GDA	AUD	USD	
Financial Products API License - External Distribution	CXA-FP-API	POA	01-Oct-23					GDA	AUD	USD	
Indices	IDX-CREATION	POA	01-Apr-23					GDA	AUD	USD	
Cboe Index usage License - Creation of Financial products and derived products	CXA-IDX-LIC	POA	1-Sep-25					GDA	AUD	USD	
Derived Data	DERIVED-DATA-LIC	POA	01-Apr-23					GDA	AUD	USD	
Academic Purposes	ACADEMIC-LIC	POA	01-Oct-23					GDA	AUD	USD	

## Ordering and Cancelling Products

Ordering: Unless Cboe notifies or agrees otherwise, orders for Cboe Products must be submitted via the Portal. A Customer’s orders include its Product orders/subscriptions, and any Products received or used.

Cancellation: Unless Cboe notifies or agrees otherwise, cancellations for Cboe Products must be in accordance with the Notice Period and the Agreement and (where applicable) may be submitted via the Portal.

Some products may have minimum term for which they are offered (**Minimum Term**) and some may have a rolling subscription term (**Subscription Term**). Where a Product has a Minimum Term/Subscription Term specified or a Minimum Term/Subscription Term is agreed between the parties, notice to cancel that Product must be given in accordance with the relevant Notice Period. The cancellation will take effect at the end of the then Minimum Term / Subscription Term. For example, if the Minimum Term/Subscription Term is 12 months and commenced on 4 April 2017, and the Notice Period is 30 days and the Customer gives notice on 15th July 2017 to cancel a Product subscription, the Notice Period will expire on 14th August 2017. However, the Product would continue to be made available and the Customer would be required to pay for the Product up until the end of the Minimum Term/Subscription Term 4 April 2018.

All Subscription Terms auto-renew. So if the notice of cancellation has not been duly received before the anniversary of a Subscription Term then the subscription will auto-renew. Applying the example above, for a 12 month Subscription Term, the Customer must give notice to cancel the Product on or before 3 March each year or the Product will auto-renew.

Subject to 2.2(a), where a Customer wishes to cancel a Product subscription it must give prior written notice in accordance with the relevant Notice Period and Agreement. The cancellation will take effect at the end of the billing cycle after the expiry of the Notice Period and the Product will be available and Fees are payable up until that date. For example, if the Notice Period is 30 days and the Customer gives notice on 15th July 2017 to cancel a Product subscription, the Notice Period will expire on 14th August 2017. However, the Product would continue to be made available and the Customer would be required to pay for the Product up until the end of August 2017.

There is no pro-rating for cancellations - Products are billed for whole months. Cboe may charge up until the end of the month after the Notice Period expires. However, Cboe will generally process cancellations to be effective within the month that notice is given:

- if they are Products to be cancelled via the Portal and the cancellation request in the Portal is received by 5pm on the **second** last trading day of the month.
- if they are Products to be cancelled via email and the email cancellation request is received by 5pm on the **fifth** last trading day of the month.

Service/Product	Cancellation request via	Cboe Team
Physical Ports	Customer portal	<a href="mailto:nocapac@cboe.com">nocapac@cboe.com</a>
Logical Ports (both prod and cert)	Customer Portal	<a href="mailto:tradedeskau@cboe.com">tradedeskau@cboe.com</a>

Service/Product	Cancellation request via	Cboe Team
Cboe Connect	Email	<a href="mailto:nocapac@cboe.com">nocapac@cboe.com</a>
Global Cloud Connection	Customer Portal	<a href="mailto:nocapac@cboe.com">nocapac@cboe.com</a>
Public Market Information (inc subscriptions, direct and indirect access) and Extranet licence	Email	<a href="mailto:marketdata@cboe.com">marketdata@cboe.com</a>

## 2. Payment

1. Customers must pay all Fees for Cboe Products ordered, received or used. Customer is liable to pay applicable Fees for authorised or unauthorised use of Cboe Products supplied via the Customer (including all use, whether authorised or unauthorised, by third parties of Data supplied via Data Recipient Services), except where specified in the Agreement.
2. Payment Term: All Fees are billed in arrears and are due within thirty (30) days of the date of the invoice unless specified otherwise in the Agreement.
3. Payment Method: All Fees must be paid by electronic funds transfer.
4. Consequences of Non-payment:
  - a. If any undisputed Fees are outstanding after the Payment Term, Cboe may give notice to the Customer of the outstanding Fees and if the Customer fails to make payment within seven (7) days from such notice:
    - i. outstanding Fees will be subject to interest at the rate of 10% per annum calculated and accrued on a daily basis until the outstanding Fees and interest have been paid by the Customer;
    - ii. Cboe may, immediately and without liability or prejudice to its other rights and remedies, suspend availability of the Cboe Products until the outstanding Fees and any applicable interest have been paid by the Customer.
  - b. Except where otherwise expressly permitted in the Agreement, the Customer has no right of setoff or other right to recover or otherwise seek reimbursement of the Fees in the event of a suspension or cancellation of a Cboe Product.
5. If within ninety (90) days after a payment the Customer believes there was an error in the payment, they may contact Cboe to discuss an adjustment. If the Customer claims there has been an overpayment, and Cboe is satisfied as to the details of the claim, it may provide a credit that can be offset against future invoices.

## 3. GST & Other Taxes

### 1. Customer Liability for Taxes

- (a) The Customer is liable for all taxes (including withholding tax) or duties that may arise in respect of the Agreement or the Cboe Products provided to the Customer under the Agreement. The Customer will indemnify Cboe against liability for any taxes or duties so arising under the Agreement.
- (b) All Fees and any other subscriptions, charges or costs in this Payment Schedule are stated exclusive of GST.
- (c) If GST is or will be payable on a supply made by Cboe under or in connection with the Agreement:
  - (i) the consideration otherwise provided for that supply is increased by the amount of that GST; and
  - (ii) the Customer must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided, subject to the issue of a tax invoice.

### 2. Foreign Customers

There may be circumstances where the Customer may not be liable to GST.

- (a) If the Customer provides evidence satisfactory to Cboe that:
  - (i) it is a non-resident of Australia and will not be in Australia in relation to any supply which Cboe makes to it;
  - (ii) it acquires the supplies from Cboe in carrying on an enterprise but it is not registered or required to be registered for GST;
  - (iii) the supply by Cboe to the Customer is not otherwise subject to GST; and
  - (iv) it will only make supplies to Cboe which are not connected with Australia,Cboe will treat its supplies to the Customer as GST-free.
- (b) The Customer must notify Cboe without delay if its circumstances change impacting on the items outlined in clause 4.2(a) or its liability to GST.
- (c) A Customer who is subject to this clause 4.2, indemnifies Cboe against any loss suffered by Cboe as a result of relying on information provided by the Customer.

- END -