



ASIC

Australian Securities & Investments Commission

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Electronic Lodgement Protocol ("ELP")

Schedule 3 - APPLICATION for EDGE Participation

Please complete and return this Application for EDGE Participation to:

Australian Securities & Investments Commission

PO Box 4000

Gippsland Mail Centre VIC 3841

or fax to 03 5177 3999

APPLICATION FOR EDGE PARTICIPATION

Please complete all of the following information. Failure to do so may delay ASIC's consideration of your Application.

Organisation or Individual Name
Contact Person	Surname Given Names
Telephone Number	()
Facsimile Number	()
Email Address	
Postal Address
Street Address State Postcode

**PLEASE COMPLETE THIS BOX IF YOU WILL BE LODGING PART A DOCUMENTS
(COMPANY REGISTRATIONS)**

If you need any help completing the payments section of this form or the Direct Debit Request Form, please phone Executive Officer, Revenue on 03-5177 3099 between 9am and 5pm AEST, Monday to Friday.

Please tick your preferred payment option:

- Yes, I would like to pay my ASIC Fees for Part A Documents with ASIC **Direct Debit**. I attach a completed *Direct Debit Request* form.
- Yes, I would like to pay my ASIC prescribed Fees for Part A Documents with ASIC **Direct Credit**.

ORGANISATION/INDIVIDUAL SIGNATURE

The above Organisation/Individual:

- applies to be registered by ASIC as a lodgement agent;
- is currently an ASIC registered lodgement agent and its Agent Number is

and acknowledges that it has read this Application for EDGE Participation and the ASIC Electronic Lodgement Protocol and agrees to be bound by their terms and conditions. In particular, it agrees to the limitation of ASIC's liability contained in ASIC's Electronic Lodgement Protocol.

For and on behalf of the above Organisation/Individual

Signature: Date:

Name of Signatory: Position of Signatory:

Terms and Conditions

1. The ASIC Electronic Lodgement Protocol ("ELP") as in force from time to time forms a part of the EDGE Participation Agreement.
2. Entry into this EDGE Participation Agreement varies the terms and conditions of any previous EDGE Participation Agreements between you and ASIC, with the effect of replacing previous terms and conditions with those contained in this EDGE Participation Agreement.
3. If, under the ELP, you lodge electronically a Part A Document you must pay ASIC the Fees in respect of that Part A Document.
4. If you:

- (a) choose ASIC Direct Debit to pay Fees in respect of Part A Documents that you transmit to ASIC;
- (b) your financial institution account will be debited for the total amount of Fees;
- (c) subject to paragraph (d), the amount debited by ASIC on any Business Day will not exceed your agreed daily **credit limit**. If a transaction will cause your agreed daily credit limit to be exceeded, an Electronic validation error will be reported and the transaction(s) rejected;
- (d) if at any time, one or more transactions have previously failed, upon request from you, ASIC will consider negotiating an arrangement allowing you to exceed the agreed daily credit limit for a limited period of time; and
- (e) either you or ASIC may terminate your direct debit request at any time by giving not less than 5 business days written notice. If it is terminated but your EDGE Participation Agreement remains in force, an alternative method of payment must be agreed with ASIC if you wish to continue to lodge Part A Documents electronically.

5. If you choose ASIC **Direct Credit** to pay Fees in respect of Part A Documents that you transmit to ASIC:

- (a) you must make prepayments of such Fees to ASIC using electronic funds transfer into an ASIC nominated bank account (using the ASIC payment reference provided to you to identify your prepayments);
- (b) your prepayments will be recorded as a credit in ASIC's accounts receivable system, and Fees payable will be offset against that credit. Where you have insufficient credit to pay the Fees in respect of a transaction, an Electronic validation error will be reported and the transaction(s) rejected;
- (c) prepayments made by you will not be available until actually credited to you by ASIC in ASIC's accounts receivable system. Under normal circumstances this will occur on the Business Day after a prepayment is made;
- (d) ASIC does not hold your prepayments on trust, and is not obliged to hold them in a separate bank account;
- (e) either you or ASIC may terminate your ASIC **Direct Credit** arrangements at any time by giving not less than 5 business days written notice. If it is terminated but your EDGE Participation Agreement remains in force, an alternative method of payment must be agreed with ASIC if you wish to continue to lodge Part A Documents electronically; and
- (f) if:
 - (i) you terminate your ASIC **Direct Credit** arrangements but you chose ASIC **Direct Debit** to pay Fees in respect of Part A Documents which you transmit to ASIC; or
 - (ii) your EDGE Participation Agreement is terminated,

you may give notice to ASIC requesting payment of an amount equal to the amount which is credited against you in ASIC's accounts receivable system. ASIC may set off this amount against any other amount payable by you to ASIC for any reason.

6. If you lodge a Part B Document on behalf of an Organisation, the Organisation will remain liable for the Fees in respect of that Electronic Document. However, you should obtain the relevant Fees prior to lodgement and pay them to ASIC upon lodgement of the Part B Document notwithstanding the manner of payment.