



**ASIC**

Australian Securities & Investments Commission

## Electronic Lodgement Protocol

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**Australian Securities and Investments Commission**  
**Corporations Act 2001 – Paragraph 352(1)(b) Approval**  
**National Consumer Credit Protection Act 2009 – Paragraph 216(1)(a) Approval**

### Approval

- A. This approval is the Electronic Lodgement Protocol and constitutes:
1. for the purposes of the Corporations Act 2001 (the Act) - an approval made, in writing, under section 352(1) of the Act, and
  2. for the purposes of the National Consumer Credit Protection Act 2009 (the Credit Act) - an approval under section 216(1)(a) of the Credit Act.
- and sets out the terms and conditions that will permit users and lodgers of Documents to lodge Documents electronically with ASIC.
- B. In order to lodge Documents electronically with ASIC You must:
1. comply with this ELP and the terms of access to our Lodgement Services , and
  2. agree to the terms and conditions of the ELP when submitting Documents electronically.

### 1. General

- 1.1. The ELP consists of the following parts:
- The main body of clauses
  - Appendix A – Glossary
  - Schedule 1 – Documents
  - Schedule 2 - Certification Authorities and Approved Forms of Digital Signatures
  - Schedule 3 - Application for EDGE Participation (where applicable)
- 1.2. ASIC may vary the ELP at any time by publishing notice of the variation on ASIC's website.

- 1.3. The law in force in the Australian Capital Territory governs the ELP and the transactions contemplated by this ELP.
- 1.4. In this ELP, unless the contrary intention appears:
  - a. for the purposes of the Act, a reference to this ELP includes the Appendices and Schedules;
  - b. for the purposes of the Credit Act, a reference to this ELP includes those parts of the ELP not specifically excluded and includes the Appendices and Schedule 1;
  - c. a reference to this ELP or another agreement or instrument includes any variation or replacement of any of them;
  - d. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - e. the singular includes the plural and vice versa;
  - f. words commencing with a letter in the upper case are defined in the Glossary;
  - g. headings are inserted for convenience and do not affect the interpretation of this ELP;
  - h. clause headings are used only to act as a guide to assist users as to the subject matter of the clause.
- 1.5. If any provision of this ELP is found to be invalid or unenforceable by a Court of law, such provision is severed from the ELP and the invalidity or unenforceability will not affect the remainder of the ELP, which will continue in force and effect.

## **2. Lodgement Services**

- 2.1. You may lodge a Document with us electronically by using our Lodgement Services and using a required electronic signature to submit a Document.
- 2.2. To access a Lodgement Service, we may require you to have or obtain an account or registration for the Lodgement Service. To register for a Lodgement Service, you must provide us with requested information, agree to the terms of use applicable to the service and agree to pay any fees associated with lodgment of Documents by the payment methods indicated by ASIC within the Lodgement Service.
- 2.3. If You have previously signed a Participation Agreement under the EDGE Protocol or the eRegisters Protocol, you may continue lodging electronically under the ELP.

## **3. Electronic signatures and levels of electronic signature**

- 3.1. A Document is a form, and, if required, includes any statutory report or attachment required to be lodged with ASIC pursuant to:
  - a. the Act, or
  - b. the Credit Act
- 3.2. ASIC has determined the following electronic signatures as acceptable for electronic transactions :
  - a. Level 1 - A Digital Signature based on public/private key encryption or AUSkey; or
  - b. Level 2 - A Personal Identifier will be accepted:

- i. where it is self selected and accepted by ASIC, if a Lodgement Service provided by ASIC allows for this procedure; or
  - ii. if it is provided by ASIC.
- 3.3. A person using a Digital Signature to sign a Document must use that method of electronic signature to lodge electronically any type of Document with ASIC as set out in Items 1 or 2 of Part A of Schedule 1.
- 3.4. A Person using a Personal Identifier as an electronic signature on a Document will be limited to using that method to the Documents set out in Part B of Schedule 1.
- 3.5. ASIC reserves the right, in its absolute discretion, to require You to use Level 1 electronic signature as set out in clause 3.2 to lodge a Document, if it deems that the categories or forms of electronic signature would be obtainable by You at a reasonable cost.
- 3.6. Should ASIC determine, in its absolute discretion, that it will vary the technology of acceptable electronic signature it will give a minimum of six (6) months notice before such decision shall become effective.

#### **4. Categories of Users**

- 4.1. The terms and conditions of the ELP will apply to the following Categories of Users:
  - a. Individuals electronically signing and lodging Documents with ASIC on their own account and on behalf of another person;
  - b. Agents electronically lodging Documents with ASIC on behalf of an Entity;
  - c. Agents transmitting data from paper text documents signed by relevant individuals.

#### **5. Categories of Documents**

- 5.1. Only the Documents listed in Parts A and B of Schedule 1 may be lodged electronically with ASIC under this ELP.
- 5.2. The Documents in Part B Schedule 1 may be lodged electronically by:
  - a. under Item 1, by an AFS authorised licensee or the form 5100 in Item 1 of Part B of Schedule 1 by an AFS authorised licensee, a corporate authorised representative or an Agent;
  - b. under Item 2, by an external administrator;
  - c. under Item 3, by an Officer or Agent;
  - d. under Item 4, by a registered auditor or by an authorised audit company; and
  - e. under Item 5, by a Person.
- 5.3. A Document in electronic form is called an Electronic Document and is transmitted to ASIC in a Data Transmission.
- 5.4. A Document lodged electronically with ASIC will be:
  - a. The original Document where the Document is signed and lodged by the person required by:
    - i. the Act or the Regulations, or
    - ii. the Credit Act

- to sign the Document or where the Document is lodged by the Agent of an Entity using a valid form of electronic signature as set out in the ELP; or
- b. A copy Document where the Document transmitted electronically contains the data from a paper text Document originally signed by the person required by the Act or Regulations or this ELP to do so and kept by the Agent or by the Entity.

## 6. Participation Agreements

- 6.1. This clause does not apply to lodgements through SBR enabled software.
- 6.2. The Participation Agreement is available for completion and submission on the ASIC website.
- 6.3. For Persons permitted under the ELP to lodge Documents with:
  - a. Digital Signature, your Participation Agreement will only be accepted when ASIC sends You:
    - i. an acknowledgement of receipt of your signed Agreement; and
    - ii. a Personal Identifier or advice that your Personal Identifier has been activated, as the case may be; and/or
    - iii. a specific Personal Identifier for use in transmitting your first Approved X.509 Certificate to ASIC in accordance with Clause 7.1 below.
  - b. Digital signature under Part B of Schedule 2, a Participation Agreement under this clause is not required subject to You being accepted by SBR and the linking of the AUSkey with ASIC (as set out at [www.asic.gov.au/auskey](http://www.asic.gov.au/auskey))
  - c. a Personal Identifier that is self-selected, your Participation Agreement will only be accepted when ASIC sends You:
    - i. an acknowledgement of receipt of your Participation Agreement; and
    - ii. an acknowledgement that You have been registered by ASIC to use the Lodgement Service; and
    - iii. your Personal Identifier has been activated.

## 7. Authentication by Electronic signatures

- 7.1. If You transmit Electronic Documents to ASIC that require a Digital Signature as the electronic signature as set out in Part A of Schedule 1,
  - a. In relation to Item 1 of Part A of Schedule 1, you must:
    - i. ensure that the person Digitally Signing the Electronic Document obtains a key pair, consisting of a Private Key and a Public Key;
    - ii. ensure that each such Public Key is certified by a X.509 Certificate from an approved Certification Authority (set out in Part A of Schedule 2); and
    - iii. before any Public Key is used to Digitally Sign a Data Transmission or an Electronic Document:
      - 1. transmit to ASIC, in accordance with software specifications, the Approved X.509 Certificate in respect of that Public Key;

2. notify ASIC whether the holder of that Public Key is authorised to Digitally Sign Data Transmissions on Your behalf and/or Electronic Documents that You transmit to ASIC.
- b. In relation to Item 2 of Part A of Schedule 1, you must:
    - i. ensure that the person Digitally Signing the Electronic Document has an AUSKey;
    - ii. ensure that each such AUSKey is from an approved Certification Authority (as set out in Part B of Schedule 2);
- 7.2. A Data Transmission, or an Electronic Document contained in a Data Transmission, signed with a Digital Signature transmitted by You will be authenticated by ASIC where the Data Transmission or Electronic Document is required under the ELP to be Digitally Signed, and ASIC is satisfied that:
- a. in the case of a Data Transmission, the Digital Signature was created using the Private Key that corresponds to a Public Key in one of Your, or Your Agent's, X.509 Certificates or AUSKey; or
  - b. in the case of an Electronic Document, the Digital Signature was created using:
    - i. the Private Key that corresponds to the Public Key in the Signer's X.509 Certificate; or
    - ii. the AUSKey;
  - c. the Data Transmission or Electronic Document has not been altered since it was Digitally Signed; and
  - d. the Data Transmission or Electronic Document has been Digitally Signed.
- 7.3. If You wish to vary or terminate the authority of the holder of:
- a. a Public Key to Digitally Sign an Electronic Document as notified to ASIC under clause 7.1 (a)(iii)(2), You must notify ASIC of this in writing by a Data Transmission Digitally Signed by You, or
  - b. an AUSKey, you must notify the Australian Business Register.
- 7.4. A person in possession of an Approved X.509 Certificate that would enable Documents to be signed electronically by Digital Signature may use this method of signature to sign all Documents in Schedule 1 submitted for lodgement with ASIC.
- 7.5. A person in possession of an AUSKey that would enable Documents to be signed electronically by Digital Signature may use this method of signature to sign all Documents in Item 2 of Part A of Schedule 1 submitted for lodgement with ASIC.

## 8. **Special Conditions**

- 8.1. Special conditions that apply to Australian financial services (AFS) licence applications and AFS licensees who, subject to clause 5.2(a), lodge Documents electronically are:
  - a. The original application for an AFS licence, in final form, would be the electronic data supported by accompanying documentation; and
  - b. The agreement to the terms and conditions of the ELP form part of the above document. Once an AFS licence is granted the self-selected username and password will be activated by ASIC for use by that user to maintain their licence online.

- c. Where a Document in Item 1 Part B of Schedule 1 has been lodged electronically with ASIC under the ELP a signed copy of the Document signed in accordance with section 351 of the Act must be held by You for a period of not less than 7 years from the date of signing. The person holding the signed copy of the Document must make it available to ASIC if requested by ASIC.
- 8.2. Special conditions that apply to external administration practitioners who, subject to clause 5.2(b), lodge Documents electronically are:
- a. Notwithstanding clause 4.1, in respect of the external administration practitioners using the ELP to transmit text as an Agent on behalf of a relevant Entity, where a Document being:-
    - i. a Form 507 (Report as to affairs); or
    - ii. a Copy of a Court Order appointing the external administrator;
 is required by legislation to be signed by an authorised person before the external administrator assumes control of the Entity an external administrator may lodge the Document as an Electronic Document by transmitting the copy or true copy by transmitting the printed pages of the Document as a word document, or by scanning such pages and must, in any event, scan pages that have been altered in any manner (by addition, deletion, initials and/or signatures on the page).
  - b. Further, where a Document transmitted to ASIC is a copy or a true copy of a deed of company arrangement (DOCA) under the Act the external administrator may transmit the DOCA as an Electronic Document by transmitting all the printed pages of the copy Document as a word document, or by scanning such pages and must, in any event, scan pages of the copy Document that have been altered in any manner (by addition, deletion, initials and/or signatures on the page).
- 8.3. Special conditions that apply to Agents are:
- a. Where a Form 362 has been lodged electronically with ASIC:
    - i. the Form 362 signed in accordance with section 351 of the Act must be held by You for a period of not less than 7 years from the date of signing; and
    - ii. the Agent must make the copy of the Form 362 signed in accordance with 351 of the Act available to ASIC upon ASIC's request.
  - b. Where a written authorisation to lodge a Document or Documents on behalf of an Entity other than a Form 362 has been lodged electronically with ASIC:
    - i. this written authorisation signed in accordance with section 351 of the Act must be held by You for a period of not less than 7 years from the date of signing; and
    - ii. the Agent must make the copy of this written authorisation signed in accordance with section 351 of the Act available to ASIC upon ASIC's request.
- 8.4. Special conditions that apply to persons applying to become registered auditors who, subject to clause 5.2(d), lodge Documents electronically are:
- a. The original application for registration as an auditor, in final form, would be the electronic data supported by a signed copy and accompanying documentation; and

- b. The agreement to the terms and conditions of the ELP form part of the above document. Once registration is granted the self-selected username and password will be activated by ASIC for use by that user to maintain their registration online.
- 8.5. Special conditions that apply to companies applying to become authorised audit companies which, subject to clause 5.2(d), lodge documents electronically are:
  - a. The original application for registration, in final form, would be the electronic data supported by a signed copy and accompanying documentation; and
  - b. The agreement to the terms and conditions of the ELP form part of the above document. Once registration is granted the self-selected username and password will be activated by ASIC for use by that authorised audit company to maintain its registration online.
- 8.6. Special conditions that apply to You where a Form 388, Form 7051, Form 405, Form 406, Form FS70 and Form FS71, all being a Document, have been lodged electronically with ASIC under the ELP. The Document with all of the statements and reports which are attached must be held by You for a period of not less than 7 years from the date upon which the Document was signed and transmitted to ASIC. Where You are a disclosing entity, the Form 388 and Form 7051 must have been certified and signed in accordance with regulation 1.0.16 of the Corporations Regulations 2001.
- 8.7. Special conditions that apply to AFS authorised licensees, corporate authorised representatives and Agents where a Form 5100, being a Document, is lodged with ASIC under the ELP:
  - a. The Document will be the original Document under clause 5.4(a) of the ELP and You must keep the Data Transmission containing the Electronic Document for a period of no less than 7 years from the date on which the Electronic Document was electronically signed and sent to ASIC.
  - b. The person retaining the data transmission referred to in clause 8.8(a) must make it available to ASIC if requested by ASIC. A failure to comply with ASIC's request will constitute a breach of the ELP.
  - c. True copies of the constitution, compliance plan and Form 5103 ("the Documents to be attached") may be transmitted as part of the Electronic Document (including any signature or execution of the Documents to be attached) by scanning such pages. The Documents to be attached must be in a format acceptable to ASIC.
- 8.8. For the purposes of Clause 8:
  - a. A failure to comply with ASIC's request to make the signed copy of the Document available to ASIC will constitute a breach of the terms of the ELP;
  - b. The Document may be held by or on behalf of either:
    - i. the Entity in respect of which the Document is lodged; or
    - ii. the Agent lodging the Document on behalf of the Entity.
  - c. A signed copy of the Document is a paper Document that corresponds to the Electronic Document that is physically signed by the hand of the relevant signatory.

## **9. Communications Channel**

- 9.1. Where You are lodging Documents electronically You MUST ensure You have your own compatible software and hardware to make the connection to ASIC to access the service(s) You wish to use.
- 9.2. You must obtain and pay for your own Internet access or other communication link to ASIC

## **10. How are Documents submitted electronically?**

- 10.1. In order to submit a Document for lodgement with ASIC electronically, You must:
  - a. create it as an Electronic Document through the user interface for the relevant Lodgement Service; and
  - b. if not submitting the Document as an Agent, electronically sign the Electronic Document by the approved method of electronic signature; and
  - c. transmit the Electronic Document to ASIC in a Data Transmission.
- 10.2. A Data Transmission may contain one or more Electronic Documents.

## **11. Who is a Data Transmission From?**

- 11.1. A Data Transmission will be considered to be sent by You if the Electronic Document sent with the Data Transmission:
  - a. has been Digitally Signed by:
    - i. the Private Key, corresponding to the certified Public Key; or
    - ii. by an information system programmed by You or on your behalf to operate automatically and in respect of which You have transmitted an Agent X.509 Certificate to ASIC, if the approved method of electronic signature of Electronic Document is by Digital Signature; or
    - iii. the AUSkey
  - b. has been electronically signed by You using an approved Personal Identifier in other situations.

## **12. When is a Data Transmission or Electronic Document Received?**

- 12.1. A Data Transmission will not be considered as received by ASIC until ASIC has issued a confirming electronic validation report.
- 12.2. An Electronic Document will not be considered as received by ASIC until ASIC has issued a confirming electronic validation report. The date and time of receipt of a Data Transmission (and any Electronic Documents contained in it) is the date and time of receipt recorded in ASIC's electronic validation report.

## **13. Reliance on an authenticated Data Transmission or Electronic Document**

- 13.1. ASIC is entitled to act and rely on an authenticated Data Transmission or Electronic Document unless:



- a. in the case of an authenticated Data Transmission, ASIC has received prior notice from You that the Data Transmission is not authorised by You, and had reasonable time to act accordingly;
  - b. in the case of an authenticated Electronic Document, ASIC has received prior notice from the relevant Entity that the Electronic Document is not authorised by it, and had reasonable time to act accordingly; and
  - c. in either case, ASIC knew or should have known, had it exercised reasonable care, that the Data Transmission or Electronic Document, as the case requires, was not authorised. However, where authentication has been by means of a Digital Signature as the Electronic signature, ASIC need not verify with a Certification Authority that an Approved X.509 Certificate issued by it is operational in order to act and rely on such an authenticated Data Transmission or Electronic Document.
- 13.2. An authenticated Data Transmission or Electronic Document is as valid, effective and enforceable as if it had been written on paper.

#### **14. What if ASIC is unable to authenticate a Data Transmission or Electronic Document?**

- 14.1. If ASIC is unable to authenticate a Data Transmission or an Electronic Document contained in it, it will:
- a. notify You on the electronic validation report; and
  - b. consider the Data Transmission or Electronic Document as if it had never been sent, or exercise any other rights it may have.

#### **15. Authentication is not Lodgement**

- 15.1. The authentication by ASIC of an Electronic Document does not mean that the Document has been or will be considered as lodged for the purposes of the Act or the Credit Act. ASIC will accept the Document as lodged only if ASIC is satisfied that it meets all the requirements of:
- a. for the purposes of the Act - Section 1274(8) of the Act, or
  - b. for the purposes of the Credit Act – Section 218(1) of the Credit Act.
- 15.2. If supplementary data is required to be lodged in relation to an Electronic Document, ASIC will notify You of the required supplementary data and the period within which it must be received by ASIC. If the supplementary data has not been received by ASIC within the notified period, ASIC may reject the proposed lodgement of the Electronic Document.
- 15.3. Notification pursuant to clause 15.2 may be by an email message to You seeking information. If so, this will constitute:
- a. for the purposes of the Act, a requisition in writing pursuant to sections 1274(9) or (15) or both of the Act, or
  - b. for the purposes of the Credit Act, written notice under section 218(3) of the Credit Act.
- 15.4. A requisition under clause 15.3(a) or written notice under clause 15.3(b) may be answered by sending an email message to ASIC as set out on a notice.

## **15A. Stored data is not Lodgement**

1. Any information input by You and stored by ASIC or You with the intention of lodging the data as, or as part of, an Electronic Document in a Data Transmission is not taken to be lodged with ASIC unless and until it is accepted by ASIC in accordance with clause 15.1.

## **16. Are You Lodging as an Agent?**

- 16.1. You may lodge Documents electronically through the ELP for yourself, an Individual or on behalf of Entity.
- 16.2. By transmitting a Document electronically to ASIC for lodgement on behalf of an Individual or an Entity You represent that You have authority from that Individual or Entity to lodge that Document on its behalf.

## **17. Unauthorised access to Company records / Information**

- 17.1. Nothing in the ELP is to be taken as extending any facility, power or approval to an Agent and/or an Entity to:
  - a. conduct free company searches of the ASIC database of companies for which they are not authorised to act as a user, or
  - b. lodge Documents in respect of companies for which they are not authorised to act.
- 17.2. ASIC reserves the right to monitor the use of its electronic services and, if it has reasonable cause to believe that the facility is being used improperly by You, to issue a notice of intention to suspend your access to the facility until the matter is resolved to the satisfaction of ASIC.
- 17.3. Unless ASIC receives an answer to the notice set out in clause 17.2, within a period of 10 working days from sending the notice that satisfies ASIC's concerns, You will be liable to pay any Fees assessed for the company search(es) as a debt due to the Commonwealth of Australia.

## **18. What information will ASIC provide or make available to You?**

- 18.1. ASIC will make available to You :
  - a. electronic acknowledgments of receipt of Data Transmissions;
  - b. validation reports in respect of Data Transmissions and Electronic Documents transmitted by You to ASIC;
  - c. reports on the progress of authentication and lodgement of Data Transmissions and Electronic Documents; and
  - d. details of statutory Fees payable on lodgement of Documents.
- 18.2. In addition, when You are transmitting Documents through a Lodgement Service, ASIC may make available to You:
  - a. a Personal Identifier that will authenticate You to access the service(s) to which You have been given access;
  - b. information and online guidelines as set out on the ASIC website;
  - c. access to view, download and/or print relevant items in specified records in ASIC's public database;

- d. the ability to enter data for, and submit for lodgement, Documents for those ASIC services nominated by You and specified in Schedule 1; and
- e. ability to print paper copies of Documents prepared for submission, subject to clauses 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7 and 8.8.

## 19. What Fees are payable?

- 19.1. The Fees and charges set out in:
  - a. for the purposes of the Act - the Fees Regulations, or
  - b. for the purposes of the Credit Act - the Credit Fees Regulations,
 where applicable, will be payable in respect of Documents lodged electronically.
- 19.2. If you submit for lodgement an Application for reservation of a name (Form 410) or an Application for registration as an Australian company (Form 201) electronically You must pay ASIC the statutory fee in respect of that Document either by ASIC Direct Debit or ASIC Direct Credit or Credit Card.
- 19.3. The Fees and charges set out in the Fees Regulations and, subject to being included in the determination referred to below, the Credit Fees Regulations payable under clause 19.1 are not subject to the Goods and Services Tax as a result of the 'A New Tax System (Goods and Services Tax) (Exempt Taxes, Fees and Charges) Determination 2000', Treasurer's Determination, Government Gazette 3 March 2000.
- 19.3A Where a Fee is payable under section 1351 of the Act or section 233 of the Credit Act for a matter involving the doing of an act by ASIC, ASIC may refuse to do that act until the Fee is paid.
- 19.4. Chargeable matters are defined in legislation:
  - a. A chargeable matter under the Corporations (Fees) Act 2001 (Fees Act) includes:
    - i. the lodgement of a Document under the Act; and
    - ii. the registration of a Document under the Act.
  - b. A chargeable matter under the National Consumer Credit Protection (Fees) Act 2009 (the Credit Fees Act) includes:
    - i. the lodgement of a Document under the Credit Act, and
    - ii. the granting of a licence, registration, consent or approval, or the doing of any other act under the Credit Act.
  - c. For a chargeable matter referred to in clause 19.4(a)(i) and 19.4(b)(i) the Fees Act and the Credit (Fees) Act, respectively, state that the person liable is the person who lodges the Document and the liability is incurred when the Document is lodged. This would also apply where no Fee is payable on a Document if lodged within the statutory period but for which late Fees are applicable when the document is lodged outside the statutory period.
  - d. For a chargeable matter referred to in clause 19.4(a)(ii) the Fees Act states that the person liable is the person who requests the registration of the document, or if there is no request, the person who lodges the document and the liability is incurred when the registration is made, or if there is no request, when the document is lodged.
  - e. For a chargeable matter referred to in clause 19.4(b)(i) the Credit (Fees) Act states that the person liable is the person who requests inclusion of the

document in the register, or if there is no request, the person who lodges the document and the liability is incurred when the request for inclusion of the document in the register is made, or if there is no request, when the document is lodged.

- f. For a chargeable matter referred to in clause 19.4(b)(ii) the Credit (Fees) Act states that the person liable is the person who requests the issue of the document (or copy), the grant of the licence, registration, consent or approval or the doing of the other act, or, if there is no such request, the person for whose benefit the act is done
- 19.5. If You lodge an Electronic Document as an Agent on behalf of an Entity, by transmitting a Document electronically, You acknowledge that You have received the relevant Fees prior to lodgement from or on behalf of the Entity or have an arrangement for payment of the relevant Fees with the Entity and that You will pay them immediately to ASIC upon receipt of a validation report.
- 19.6. If You self lodge a Document, other than a Document described in clause 19.2.b for which a statutory Fee is payable, You will, immediately upon receipt of a validation report remit to ASIC the Fee applicable to the Document/s lodged.
- 19.7. Other than where clause 19.2 applies, for the purpose of subclause 19.6 You must remit the prescribed Fee by any payment method indicated by ASIC on the payment slip attached to or forming part of an ASIC invoice or invoice statement.
- 19.8. Failure to pay the relevant Fee in the circumstances set out in Clauses 19.2, 19.5 or 19.6 will constitute a breach of the terms of the ELP.
- 19.9. ASIC reserves the right to commence proceedings to recover Fees owing to ASIC against an Entity where the Fee(s) owing to it as a result of the lodgement of Documents pursuant to the terms of the ELP have been outstanding for at least 30 days.

## 20. Privacy

- 20.1. The information provided to ASIC under this ELP may include personal information. Please refer to our Privacy Policy (<http://www.asic.gov.au/privacy>) for information about how we handle your personal information, your rights to seek access to and correct personal information, and to complain about breaches of your privacy by ASIC.
- 20.2. You acknowledge that you have read our Privacy Policy before You submit a Document for lodgement.

## 21. What must You keep confidential and secure?

- 21.1. You must keep confidential and secure:
- a. your Private Keys and ensure that any of your representatives who hold X.509 Certificates do the same;
  - b. your AUSkey credential and ensure that any of your representatives who hold the AUSkey credential do the same;
  - c. your Corporate Key and Personal Identifier be they self- selected, where permitted, or issued by ASIC and ensure that any of your representatives who have knowledge of them do the same; and

- d. any other username, password, ASIC key and any other information relating to access, authentication and security relating to your access to the Lodgement Services.
- 21.2. You must comply with any laws that may apply to You in relation to the privacy of information that You hold or can access.
- 21.3. You must not commercially exploit or otherwise use any information about an Entity which is or has been supplied or made available to You by ASIC under Clause 18, regardless of the form in which it is supplied or made available, other than to prepare, modify or correct the information for transmission to ASIC.
- 21.4. You must immediately notify us if you know or suspect that your access or authentication security information has been compromised or any other kind of unlawful or unauthorised use or security breach has occurred, or if you detect a fault, error or problem in your access to a Lodgement Service.

## **22. Limitation of ASIC's Liability**

- 22.1. While ASIC will register third party software for use with some electronic services You understand and agree that ASIC has not developed that software, is not responsible for it, and will not be liable to You or any other person in relation to any matter relating to that software, its fitness for purpose, or its functionality or performance.
- 22.2. ASIC is unable to guarantee that transmission through the Internet will be available or will function or perform as expected or required.
- 22.3. ASIC will not be liable to You or any other person for any loss, damage, costs or expenses of any kind arising out of or in connection with any delay, omission, default, negligence or error by ASIC in relation to the availability, functionality or performance of the transmission, receipt, authentication or lodgement or any other dealing with Data Transmissions or Electronic Documents.
- 22.4. ASIC will not be liable to You or any other person for any indirect or consequential loss or damage, or loss of data or profits, whether or not it was aware of the possibility of such loss or damage.

## **23. When can access to Lodgement Services be terminated, suspended or cancelled?**

- 23.1. This clause does not apply to Documents submitted for lodgement under the Credit Act.
- 23.2. ASIC may terminate your access to our Lodgement Services:
  - a. at any time by giving You not less than 10 working days notice of termination; or
  - b. immediately by giving You notice of termination if:
    - i. You are a user of the Lodgement Services as an officer of an Entity and You cease to be an officer of the Entity; or
    - ii. You are a user of the Lodgement Services as an employee of an Agent who is an Entity and You have ceased to be an employee of that Entity; or
    - iii. an Insolvency Event occurs.

- c. if having been given a notice of termination where ASIC believes You have breached the terms of this ELP in any way and the breach has not been remedied to the satisfaction of ASIC within the period of ten (10) working days.
- 23.3. ASIC may give You notice of its intention to suspend You from lodging Documents electronically under the ELP where, in its complete discretion, it has formed the view that:
  - a. Fees payable under the Fees Regulations for lodgement of relevant Documents have been identified as outstanding after lodgement of the Document for more than 30 days; and/or
  - b. the history of payment of relevant Fees by You to ASIC on your own behalf and/or, if an Agent, on behalf of the Entity You represent in respect of relevant Documents has been unsatisfactory as determined by ASIC in its sole discretion.
- 23.4. On receiving a notice under Clause 23.3 You will have ten (10) working days in which to ensure that the relevant Fees, as detailed, have been paid or a suspension will become automatically effective.
- 23.5. A suspension from the ELP will remain in force until notified to the contrary by ASIC.
- 23.6. You may cancel your access to the Lodgement Services at any time by giving ASIC notice in writing.
- 23.7. Termination or cancellation of your access to the Lodgement Services does not affect your rights and obligations arising prior to the date of termination or cancellation including any obligation to pay outstanding Fees.

## **24. Message Communication**

- 24.1. You will be able to communicate with ASIC by email for correspondence in respect of the service to which You subscribe under the Act or for lodgements under the Credit Act in the following circumstances, if applicable:
  - a. assistance with service difficulties;
  - b. where You wish to cancel Your Personal Identifier because You are no longer an employee of the Entity or of the Agent of the Entity; and
  - c. to answer requisitions served upon You pursuant to clause 15.3.
- 24.2. The ASIC email address will be notified on the ASIC website.
- 24.3. Subject to clause 24.1, ASIC will be able to communicate with You by addressing email to You as nominated by You or as otherwise provided as part of the lodgement submission process under the Credit Act.

## **25. Notices**

- 25.1. For the purposes of the Act, a notice, approval, or consent given by You to ASIC under the ELP:
  - a. must be In Writing;
  - b. must be marked for the attention of

### **Systems and Online Services**

- c. must be hand delivered or sent by prepaid post or email to the address of ASIC below, or if ASIC notifies another address, to that address.

**Australian Securities and Investments Commission**

**PO Box 4000 Gippsland Mail Centre VIC 3841**

**Email:           online@asic.gov.au**

- 25.2. Subject to clause 1.2, a Notice, approval, or consent given by ASIC to You under the ELP:
  - a. must be In Writing;
  - b. must be marked for the attention of the contact person notified to ASIC by You; and
  - c. must be left at your address, or sent by prepaid post or email to an address provided by You, or if You notify ASIC of another address then to that address.
- 25.3. A notice, approval or consent takes effect from the time it is received unless a later time is specified in it.
- 25.4. A letter or email is taken to be received:
  - a. in the case of a posted letter, on the third business day (seventh, if posted to or from a place outside Australia) day after posting; and
  - b. in the case of email, on production of a report generated by the sender's email system that indicates the time and date of dispatch of the email
- 25.5. A notice, approval or consent received after 5.00pm, or on a day that is not a Business Day in the place of receipt, is deemed to be received at 9.00am on the next Business Day in that place.

## Appendix A - Glossary

The following terms have these meanings in this Protocol and Your Participation Agreement.

<b>Term</b>	<b>Meaning</b>
<b>Agent</b>	An Individual, or a principal of a partnership or a trustee of a trust or an officer of an Entity or an employee of an Entity authorised in writing to lodge a Document or Documents (including a Local Agent) in a manner consistent with: <ol style="list-style-type: none"> <li>a. section 352 of the Act or</li> <li>b. section 216(1)(a) of the Credit Act and, by operation of Item 2 in Part 1 of Schedule 2 of the Transitional Credit Act.</li> </ol>
<b>Agent X.509 Certificate</b>	An Approved X.509 Certificate which You have transmitted to ASIC in respect of a person or information system authorised to transmit Data Transmissions to ASIC on Your behalf, and in respect of which ASIC has received no notice from You of termination or variation of authority
<b>Application</b>	An online service provided by ASIC to allow data to be sent to and from ASIC which does not require user registration including: AFS Licensee, Credit and Auditor
<b>Approved X.509 Certificate</b>	A Certificate listed in Part A of Schedule 2 issued by the relevant Certification Authority
<b>ASIC</b>	Australian Securities and Investments Commission
<b>ASIC website</b>	<a href="http://www.asic.gov.au">www.asic.gov.au</a>
<b>Asymmetric Cryptosystem</b>	A system capable of generating a secure key pair, consisting of a private key for creating a digital signature, and a public key to verify the digital signature
<b>Authorised audit company</b>	A company registered under Part 9.2A of the Corporations Act
<b>AUSkey</b>	A single key providing a secure credential listed in Part B of Schedule 2 issued by the Australian Business Register
<b>Business Day</b>	A day on which banks are open for general banking business in a place (not being a Saturday or Sunday or public holiday in that place)
<b>Certification Authority</b>	A certification authority listed in Schedule 2
<b>Corporate Key</b>	An access number provided to companies that allows officers of a company to authenticate themselves online and establish a Personal Identifier
<b>Corporations Act, the Act</b>	Corporations Act 2001
<b>Copy of a court order</b>	Means a copy of a signed court order sent to and received by ASIC either as (a) a scanned document or (b) a photocopy contained in a word document



<b>Term</b>	<b>Meaning</b>
<b>Credit Act</b>	National Consumer Credit Protection Act 2009
<b>Data Message</b>	A digital representation of information generated, sent, received or stored by electronic, optical or similar means
<b>Data Transmission</b>	One or more Electronic Documents and/or other information assembled into a single Data Message sent or transmitted by You to ASIC
<b>Digitally Sign</b>	To create a Digital Signature in relation to a Data Message
<b>Digital Signature</b>	The transformation of a Data Message using an Asymmetric Cryptosystem such that a person having the initial Data Message and the signer's Public Key can accurately determine: <ul style="list-style-type: none"> <li>a. whether the transformation was created using the Private Key that corresponds to the signer's Public Key; and</li> <li>b. whether the signed Data Message has been altered since the transformation was made</li> </ul>
<b>Document</b>	A form listed in Schedule 1 and, if required, any statutory report or attachment required to be lodged with ASIC
<b>EDGE, Electronic Company Registration, ECR</b>	A service that allows agents to electronically prepare applications for company registration (Form 201) and applications for company name reservation (Form 410). These forms must be digitally signed, as described in Part A of Schedule 1. The Form 410 may also be electronically lodged without a Digital Signature where it is not lodged through the ECR process, as described in Item 3 of Part B in Schedule 1.
<b>Electronic Document</b>	A Document in the form of a Data Message. An Electronic Document must comply with the relevant ASIC Specifications
<b>Electronic Lodgement Protocol, ELP</b>	This document, including the Schedules

<b>Term</b>	<b>Meaning</b>
<b>Entity</b>	Entity means any of the following: <ul style="list-style-type: none"> <li>a. an Individual;</li> <li>b. a body corporate;</li> <li>c. a body registered as a company under the Act;</li> <li>d. a scheme registered under the Act;</li> <li>e. a partnership;</li> <li>f. a trust;</li> <li>g. a superannuation fund;</li> <li>h. a body politic;</li> <li>i. a corporation sole;</li> <li>j. any other unincorporated association or body of persons required to lodge documents under: <ul style="list-style-type: none"> <li>i. the Act or Corporations Regulations 2001 or</li> <li>ii. the Credit Act or National Consumer Credit Protection Regulations 2010</li> </ul> </li> </ul>
<b>Fees</b>	Fees payable under: <ul style="list-style-type: none"> <li>A. for the purposes under the Act - the Corporations (Fees) Act 2001, Corporations (Review Fees) Act 2003, Corporations (Fees) Regulations 2001, or the Corporations (Review Fees) Regulations 2003 and</li> <li>B. for the purposes under the Credit Act – the National Consumer Credit Protection (Fees) Act 2009,</li> </ul> in connection with the lodgement of a Document.
<b>Fees Regulations</b>	<ul style="list-style-type: none"> <li>A. For the purposes of the Act - the Corporations (Fees) Regulations 2001, the Corporations (Review Fee) Regulations 2003 and the Corporations Amendment (Fees) Regulations (collectively the Fees Regulations), and</li> <li>B. For the purposes of the Credit Act – The National Consumer Credit Protection (Fees) Act 2009 (the Credit Fees Regulations)</li> </ul>
<b>Form</b>	A Document set out in Schedule 1
<b>Individual</b>	A natural person
<b>Insolvency Event</b>	You become insolvent or bankrupt; any steps are taken or legal proceedings started for Your bankruptcy, winding up, liquidation, or re-organisation (except where You remain solvent) or for the appointment of a controller, administrator, receiver, manager, trustee or other similar officer to You or any of Your assets; or You take steps to seek protection from Your creditors under any applicable legislation
<b>In Writing</b>	For the purposes of Clause 25 of the ELP includes emails and facsimile transmissions

<b>Term</b>	<b>Meaning</b>
<b>Local Agent</b>	An Individual or a body corporate appointed as a local agent under section 601CF of the Act
<b>Lodgement Services</b>	Services available to enable users to make lodgements under legislation administered by ASIC through the following channels: Machine to Machine, Applications and Portals
<b>Machine to Machine</b>	A channel provided by ASIC to allow data to be sent to and from ASIC by direct communication between devices including: EDGE or Electronic Company Registration, Web Services
<b>Officer</b>	A company secretary, director, registered liquidator, registered auditor or director of an authorised audit company who is a party to the ELP
<b>Participation Agreement</b>	An agreement constituted by the acceptance by ASIC of an application signed by You in the form advised on the ASIC website
<b>Person</b>	<p>A. For the purposes of the Act - Includes the categories set out in section 9 of the Act of the definition of officer, a natural person, partnership or members of a partnership and trustees of a trust</p> <p>B. For the purposes of the Credit Act and the Transitional Credit Act – Includes the categories set out in sections 14 and 15 of the Credit Act to generally partnerships and multiple trustees.</p>
<b>Personal Identifier</b>	Includes one or more of a username, password (alpha based, numeric or alphanumeric), pass phrase, a user identification and/or a personal identification number
<b>Portal</b>	An online service provided by ASIC to allow data to be sent to and from ASIC which is available to registered users including: Company Officeholders, Registered Agents, AFS Licensees, Credit Licensees, Licensees, Liquidators, Auditors
<b>Private Key</b>	The key of a key pair used to create a Digital Signature
<b>Public Key</b>	The key of a key pair which is used to authenticate a Digital Signature
<b>SBR</b>	Standard Business Reporting – a business to government online reporting process, including lodgement of financial reports and associated notifications with ASIC using SBR enabled software
<b>Signer's X.509 Certificate</b>	An Approved X.509 Certificate which You have transmitted to ASIC in respect of a person authorised to Digitally Sign an Electronic Document lodged with ASIC and in respect of which ASIC has received no notice of termination or variation of authority. A Signer's X.509 Certificate may but does not need to be the same as an Agent X.509 Certificate

<b>Term</b>	<b>Meaning</b>
<b>X.509 Certificate</b>	A message which at least: <ul style="list-style-type: none"> <li>a. identifies the Certification Authority issuing it;</li> <li>b. contains the user's Public Key;</li> <li>c. names or identifies its user;</li> <li>d. identifies its operational period; and</li> <li>e. is Digitally Signed by the Certification Authority issuing it</li> </ul>
<b>XBRL</b>	eXtensible Business Reporting language
<b>You</b>	An Entity or an Individual, other than ASIC, who is either a party to a Participation Agreement and who has agreed to the terms and conditions of the ELP or an Individual who has agreed online to the terms and conditions of the ELP and includes all employees, agents or agents of a registered agent who have been issued with a Personal Identifier

## Schedule 1 - Documents

### PART A

Documents that may be lodged requiring a Digital Signature as an electronic signature

#### Item 1 – Documents lodged via Electronic Company Registration (ECR)

Column 1	Column 2	Column 3
Form No	Form Description	Direct fee payment options available
201	Application for registration as an Australian company	Direct debit / Direct credit
410	Application for reservation of a name	Direct debit / Direct credit

#### Item 2 – Documents lodged via SBR enabled software

Column 1	Column 2	Column 3
Form No	Form Description	Direct fee payment options available
388	Copy of financial statements and reports	None
7051	Notification of half yearly reports	None
405	Statement to verify financial statements of a foreign company	None
406	Annual return of a foreign company	None
FS70	Australian financial services profit and loss statement and balance sheet	None
FS71	Australian financial services audit report	None

### PART B

Documents that may be lodged with an approved electronic signature other than a Digital Signature

#### Item 1 - Documents lodged by AFS authorised licensee or corporate authorised representative or Agent

Column 1	Column 2	Column 3
Form No	Form Description	Direct fee payment options available
5100	Application for registration of a managed investments scheme	None
FS01	Application for an Australian financial services licence	None

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Form No</b>	<b>Form Description</b>	<b>Direct fee payment options available</b>
FS03	Application to vary the authorisation conditions of an Australian financial services licence	None
FS06	Appointment of an auditor of an Australian financial services licensee	None
FS07	Application for consent to remove an auditor of an Australian financial services licensee	No lodgement or late fee
FS09	Notification of cessation of an auditor of an Australian financial services licensee	No lodgement or late fee
FS20	Change of details for an Australian financial services licence	None
FS70	Australian financial services profit and loss statement and balance sheet	None
FS71	Australian financial services audit report	None
FS76	Limited Australian financial services licensee annual compliance certificate	None
CL01	Australian credit licence application	None
CL04	Change of credit licence name	No lodgement or late fee
CL08	Request to change licence status	No lodgement or late fee
CL11	Application for exemption or modification	None
CL20	Notification of change of credit licence details	None
CL30	Appoint a credit representative	None
CL31	Cease a credit representative	None
CL32	Vary the details of a credit representative	None
CL50	Australian credit licence annual compliance certificate	None
106	Request to withdraw a lodged document	No lodgement or late fee
492	Request for correction	No lodgement or late fee

## Item 2 - Documents lodged by external administrator

Column 1	Column 2	Column 3
Form No	Form Description	Direct fee payment options available
EX01	Schedule B of Regulatory Guide 16 Report to ASIC under s422, s438D or s533 of the Corporations Act 2001 or for statistical purposes	No lodgement or late fee
EX02	Assetless Administration Funding Request (Section 206F – Director banning)	No lodgement or late fee
EX03	Assetless Administration Funding Request (Matters other than Section 206F – Director banning)	No lodgement or late fee
106	Request to withdraw a lodged document	No lodgement or late fee
205	Notification of resolution	None
484	Change to company details	None
492	Request for correction	No fee
505	Notification of appointment or cessation of an external administrator	None
506	Notification of change of address of an External Administrator	None
507	Reports as to affairs	None
509D	Notice of special resolution to wind up company	None
509F	Notice of failure to execute deed of company arrangement	No lodgement or late fee
509G	Notice of termination of deed of company arrangement	No lodgement or late fee
511	Statement verifying report under s430(1), 475(2) or 446C(2)	None
520	Declaration of solvency	No lodgement or late fee
522	Notification of meeting of creditors to consider appointing a new liquidator	No lodgement or late fee
523	Notification of final meeting convened by a liquidator	None
524	Presentation of accounts and statement	None
525	Notice of disclaimer of onerous property	No lodgement or late fee
529	Notice of meeting	None

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Form No</b>	<b>Form Description</b>	<b>Direct fee payment options available</b>
531	Copy of declaration of relevant relationships and/or declaration of indemnities	No lodgement or late fee
540	Statement in writing of posting notices of appointment to settle list or supplementary list of contributories	None
545	Statement in writing of giving notice to persons placed on the list or supplementary list of contributories	None
555	Notice of controller extending time to submit report as to affairs	No lodgement or late fee
562	Notice of liquidator extending time to submit report as to affairs	No lodgement or late fee
564	Schedule A to Regulatory Guide 16 Preliminary report by court-appointed liquidator to ASIC under s476 of the Corporations Act 2001	None
578	Deregistration request (liquidator not acting or affairs fully wound up)	No lodgement or late fee
905A	Notification of change to details of a liquidator	None
908	Annual statement by liquidator, Annual liquidator return	None
1500	Annual report to creditors	None
1501	Notification of details of pooling determination or order	None
1502	Notification of variation to details of pooling determination or order	None
5011	Copy of minutes of meeting	None
5047	Copy of deed of company arrangement	No lodgement or late fee
5053	Notice that the administration of a company has ended	No lodgement or late fee
5056	Notice that deed wholly effectuated	None
RL05	Application for renewal of registration by a registered liquidator	None



**Item 3 - Documents lodged by Officer or Agent**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Form No</b>	<b>Form Description</b>	<b>Direct fee payment options available</b>
201	Application for registration as an Australian company	Direct debit / Direct credit / Credit card
205	Notification of resolution (Change of company name only)	Direct debit
388	Copy of financial statements and reports	None
361	Notification of registered agent ceasing to act for a company	No lodgement or late fee
362	Notification of appointment or cessation of a registered agent by a company	No lodgement or late fee
370	Notification by officeholder of resignation or retirement	No lodgement or late fee
410	Application for reservation of a name	Direct debit / Direct credit / Credit card
483	Response to a return of particulars	No lodgement or late fee
484	Change to company details	None
485	Statement in relation to company solvency	None
489	Notification of change of registered office or office hours of a registered body	None
490	Notification of change to directors of a registered body	None
492	Request for correction	No lodgement or late fee
902	Notification of supplementary information	No lodgement or late fee
5100	Application for registration of a managed investments scheme	None
6010	Application for voluntary deregistration of a company	Direct debit
RA 01	Notification to register, change details of, or cease as an agent	No lodgement or late fee

**Item 4 - Documents lodged by a registered auditor or an authorised audit company**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Form No</b>	<b>Form Description</b>	<b>Direct fee payment options available</b>

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Form No</b>	<b>Form Description</b>	<b>Direct fee payment options available</b>
903AA	Application for registration as an auditor	None
903AB	Application for registration as an authorised audit company	None
905	Notification of ceasing to practise as, or change to details of, an auditor	None
912A	Annual statement by an auditor	None
912B	Annual statement by an authorised audit company	None

#### **Item 5 – Documents lodged by a Person**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Form No</b>	<b>Form Description</b>	<b>Direct fee payment options available</b>
CL01	Australian credit licence application	None
CL04	Change of credit licence name	No lodgement or late fee
CL08	Request to change licence status	No lodgement or late fee
CL11	Application for exemption or modification	None
CL20	Notification of change of credit licence details	None
CL30	Appoint a credit representative	None
CL31	Cease a credit representative	None
CL32	Vary the details of a credit representative	None
CL50	Australian credit licence annual compliance certificate	None
106	Request to withdraw a lodged document	No lodgement or late fee
492	Request for correction	No lodgement or late fee

## **Schedule 2 - Certification Authorities and Approved Forms of Digital Signatures**

### **PART A**

**Symantec Website Security Solutions Pty Ltd ACN 088 021 603**

Website: <https://symantec-gatekeeper.com.au>

**Symantec Gatekeeper Certificates acceptable for use under the ELP:**

- i. Grade 2 Individual Certificate
- v. ABN DSC

Note that you must use the legacy Gatekeeper Standard

The following tokens are approved by ASIC for the storage of Approved X.509 Certificates:

- smart cards
- PCMCIA cards
- removable hard disks

### **PART B**

**Australian Business Register – AUSkey**

Website: <http://www.abr.gov.au/auskey>

**AUSkey acceptable for use under the ELP:**

- i. Individual Administrator AUSkey
- ii. Individual Standard AUSkey

Note: ASIC does not accept Device AUSkey

## **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 email to [agent.registration@asic.gov.au](mailto:agent.registration@asic.gov.au)**

**APPLICATION FOR EDGE PARTICIPATION**

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

<b>Organisation or Individual Name</b>	..... .....
<b>Contact Person</b>	Surname ..... Given Names .....
<b>Telephone Number</b>	(    )
<b>Facsimile Number</b>	(    )
<b>Email Address</b>	
<b>Postal Address</b>	..... ..... .....
<b>Street Address</b>	..... ..... ..... ..... ..... 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 1300 300 630 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.