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Australian Securities &
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RIGHTS OF REVIEW

Persons affected by certain decisions made by ASIC under the *Corporations Act 2001* and the other legislation administered by ASIC may have rights of review. ASIC has published Regulatory Guide 57 *Notification of rights of review* (RG57) and Information Sheet *ASIC decisions – your rights* (INFO 9) to assist you to determine whether you have a right of review. You can obtain a copy of these documents from the ASIC Digest, the ASIC website at www.asic.gov.au or from the Administrative Law Co-ordinator in the ASIC office with which you have been dealing.

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19-0030

**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraph 926A(2)(a) — Exemption**

Name of instrument

1. This is ASIC Instrument [19-0030].

Commencement

2. This instrument commences on the day it is signed.

Authority

3. This instrument is made under paragraph 926A(2)(a) of the *Corporations Act 2001*.

Exemption

4. Credit Suisse (Hong Kong) Limited (**CSHK**), a body corporate incorporated in Hong Kong, is exempt from Part 7.6 of the Act (other than Divisions 4 and 8) in relation to the provision of eligible financial services in this jurisdiction to wholesale clients.
5. This instrument applies where all of the following are satisfied:
 - (a) CSHK has provided ASIC with evidence, that ASIC has stated in writing is adequate, that CSHK has a current licence or certificate of registration;
 - (b) CSHK has provided ASIC with a description of the financial service(s) CSHK intends to provide to clients in reliance on this instrument;

Note: This subparagraph (b) does not prevent CSHK from subsequently providing other kinds of eligible financial services in this jurisdiction to wholesale clients in reliance on this instrument

- (c) CSHK has an agent at the time CSHK first purports to rely on this instrument and, from that time, has not failed to have an agent for any consecutive period of 10 business days;
 - (d) CSHK has provided ASIC with a deed of CSHK for the benefit of and enforceable by ASIC and the other persons referred to in subsection 659B(1) of the Act that applies notwithstanding that CSHK may have ceased to rely, or never have relied, on this instrument, which deed provides that:
 - (i) the deed is irrevocable except with the prior written consent of ASIC;
 - (ii) CSHK submits to the non-exclusive jurisdiction of the Australian courts in legal proceedings conducted by ASIC (including under

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section 50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in subsection 659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise;

- (iii) CSHK covenants to comply with any order of an Australian court in respect of any matter relating to the provision of the eligible financial services;
 - (iv) service of process on CSHK in relation to legal proceedings conducted by ASIC (including under section 50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in subsection 659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise can be effected by service on the agent;
 - (v) CSHK covenants that, on written request of either the SFC or ASIC, it will give or vary written consent and take all other practicable steps to enable and assist the SFC to disclose to ASIC and ASIC to disclose to the SFC any information or document that the SFC or ASIC has that relates to CSHK; and
 - (vi) CSHK covenants to comply with any written notice given by ASIC directing CSHK to give ASIC, within the time specified in the notice:
 - (I) a written statement containing specified information about the financial services business carried on by CSHK in this jurisdiction in reliance on this instrument; or
 - (II) specified books relating to the financial services business carried on by CSHK in this jurisdiction in reliance on this instrument;
 - (e) CSHK has provided written consents to the disclosure by the SFC to ASIC and ASIC to the SFC of any information or document that the SFC or ASIC has that relates to CSHK, such consents in such form (if any) as ASIC specifies in writing; and
 - (f) CSHK has not notified ASIC that it will not rely on this instrument.
6. This instrument does not take effect unless CSHK has provided written confirmation to ASIC of its intention to rely on this instrument.
7. This instrument ceases to have effect if:
- (a) CSHK:
 - (i) becomes aware or should reasonably have become aware of matters that give it reason to believe that it has failed to comply, other than in an immaterial respect, with any of the conditions specified in paragraphs 9 to 12; and

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- (ii) has failed to notify ASIC of the full particulars of those matters within 15 business days after CSHK became so aware or should reasonably have become so aware (to the extent that CSHK knows those particulars or would have known them if it had undertaken reasonable enquiries); or
 - (b) CSHK has failed to comply, other than in an immaterial respect, with any of the conditions specified in paragraph 13.
8. This instrument ceases to have effect upon the expiry of the period referred to in subitem 1(3) of Schedule 2 of ASIC Corporations (Repeal and Transitional) Instrument 2016/396.

Conditions

9. CSHK must provide any eligible financial service in this jurisdiction in a manner which would comply, so far as is possible, with the HK regulatory requirements if the eligible financial service were provided in Hong Kong in like circumstances.
10. CSHK must notify ASIC, as soon as practicable and in any event within 15 business days after CSHK becomes aware or should reasonably have become aware, and in such form (if any) as ASIC may from time to time specify in writing, of the details of:
- (a) each significant change to, including the termination of, the licence or registration applying to CSHK relevant to the financial services CSHK provides or intends to provide in this jurisdiction; and
 - (b) each significant particular exemption or other relief which CSHK obtains from the HK regulatory requirements relevant to the financial services CSHK provides or intends to provide in this jurisdiction; and
 - (c) each action or investigation of the following kinds taken by the SFC or other overseas regulatory authority against CSHK in a foreign jurisdiction in relation to financial services provided in the foreign jurisdiction:
 - (i) significant enforcement action;
 - (ii) significant disciplinary action;
 - (iii) significant investigation (unless, after having taken reasonable steps to enable notification to be given to ASIC, CSHK is prohibited by law from giving such notification but only to the extent of the prohibition).
11. CSHK must not provide an eligible financial service in this jurisdiction to a wholesale client in reliance on this instrument unless CSHK has given (whether before, on or after the commencement of this instrument) a written disclosure to the wholesale client containing prominent statements to the following effect:

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- (a) CSHK is exempt from the requirement to hold an Australian financial services licence under the Act in respect of the eligible financial service; and
 - (b) CSHK is regulated by the SFC under the laws of Hong Kong, which differ from Australian laws.
- 12. CSHK must ensure records of the written disclosure required by paragraph 11 are:
 - (a) kept for a period of 7 years after the day the disclosure was given; and
 - (b) accessible by CSHK at all times during that period in a way that enables CSHK to produce those records to ASIC.
- 13. CSHK must:
 - (a) for each calendar year or part thereof in which CSHK has relied upon this instrument, ensure that a senior executive responsible for the compliance function of CSHK provides a written statement to ASIC attesting to matters relating to CSHK's compliance with the requirements in paragraphs 9 to 12 of this instrument throughout that period by 31 January in the next year; and
 - (b) ensure that, for the purpose of preparing the attestation in paragraph (a), the senior executive makes reasonable inquiries in relation to CSHK's compliance with the relevant requirements of this instrument for the relevant calendar year (or part calendar year).

Interpretation

- 14. In this instrument, unless the contrary intention appears, a word or expression used in this instrument and defined in section 761A of the Act has the same meaning in this instrument as in section 761A of the Act and:

Act means the *Corporations Act 2001*.

address, in relation to a company, means the address of the registered office of the company.

agent means a natural person resident in this jurisdiction or a company, whose name and address were last notified to ASIC by CSHK for the purposes of this instrument, and who is authorised to accept on CSHK's behalf, service of process from ASIC and, in relation to proceedings relating to a financial services law, from any person referred to in subsection 659B(1) of the Act.

authorised financial institution has the meaning given in Schedule 1 to the SFO.

business day means a day (other than a Saturday, Sunday or public holiday) on

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which banks are open for general banking business in Sydney and Hong Kong.

certificate of registration means the certificate of registration granted to authorised financial institutions under section 119 of the SFO.

eligible financial service means:

- (a) providing financial product advice;
- (b) dealing in a financial product; or
- (c) making a market for a financial product;

in respect of any of the following financial products:

- (d) derivatives;
- (e) foreign exchange contracts;
- (f) securities;
- (g) debentures, stocks or bonds issued by a government;
- (h) managed investment products; or
- (i) interests in a managed investment scheme that is not required to be registered under Chapter 5C of the Act.

HK regulatory requirements means the rules that apply in relation to the financial services including any applicable legislation, instruments made under that legislation and any relevant policies or other documents (however described) issued by the SFC.

licence means a licence granted under section 116 of the SFO or deemed to be granted under sections 22 or 25(b) of Schedule 10 to the SFO.

notice and **notified** mean, respectively, written notice and notified in writing.

overseas regulatory authority means a foreign regulatory authority (other than the SFC) which regulates financial services and which is established by or for the purposes of a foreign government or legislative body.

registration means registration granted under section 119 of the SFO or deemed to be granted under sections 25(a) or 32 of Schedule 10 to the SFO.

SFC means the Securities and Futures Commission of Hong Kong.

SFO means the Securities and Futures Ordinance 2002 of Hong Kong.

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Dated this 6th day of March 2019

A handwritten signature in black ink, appearing to read 'Sara Eftekhari', written in a cursive style.

Signed by Sara Eftekhari
as a delegate of the Australian Securities and Investments Commission

19-0031

**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraph 926A(2)(a) — Exemption**

Name of instrument

1. This is ASIC Instrument [19-0031].

Commencement

2. This instrument commences on the day it is signed.

Authority

3. This instrument is made under paragraph 926A(2)(a) of the *Corporations Act 2001*.

Exemption

4. Credit Suisse International (*CSi*) (ARBN 062 787 106), a body corporate incorporated under the laws of England and Wales, is exempt from Part 7.6 of the Act (other than Divisions 4 and 8) in relation to the provision of eligible financial services in this jurisdiction to wholesale clients.

5. This instrument applies where all of the following are satisfied:

- (a) CSi has provided ASIC with evidence that ASIC has stated in writing is adequate that CSi has a current Part 4A Permission;
- (b) CSi has provided ASIC with a description of the financial service(s) CSi intends to provide to clients in reliance on this instrument;

Note: This subparagraph (b) does not prevent CSi from subsequently providing other kinds of eligible financial services in this jurisdiction to wholesale clients in reliance on this instrument

- (c) CSi has an agent at the time CSi first purports to rely on this instrument and, from that time, has not failed to have an agent for any consecutive period of 10 business days;
- (d) CSi has provided ASIC with a deed of CSi for the benefit of and enforceable by ASIC and the other persons referred to in subsection 659B(1) of the Act that applies notwithstanding that CSi may have ceased to rely, or never have relied, on this instrument, which deed provides that:
 - (i) the deed is irrevocable except with the prior written consent of ASIC;
 - (ii) CSi submits to the non-exclusive jurisdiction of the Australian courts

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in legal proceedings conducted by ASIC (including under section 50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in subsection 659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise;

- (iii) CSi covenants to comply with any order of an Australian court in respect of any matter relating to the provision of the eligible financial services;
 - (iv) service of process on CSi in relation to legal proceedings conducted by ASIC (including under section 50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in subsection 659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise can be effected by service on the agent;
 - (v) CSi covenants that, on written request of either the appropriate regulator or ASIC, it will give or vary written consent and take all other practicable steps to enable and assist the appropriate regulator to disclose to ASIC and ASIC to disclose to the appropriate regulator any information or document that the appropriate regulator or ASIC has that relates to CSi; and
 - (vi) CSi covenants to comply with any written notice given by ASIC directing CSi to give ASIC, within the time specified in the notice:
 - (I) a written statement containing specified information about the financial services business carried on by CSi in this jurisdiction in reliance on this instrument; or
 - (II) specified books relating to the financial services business carried on by CSi in this jurisdiction in reliance on this instrument;
 - (e) CSi has provided written consents to the disclosure by the appropriate regulator to ASIC and ASIC to the appropriate regulator of any information or document that the appropriate regulator or ASIC has that relates to CSi, such consents in such form (if any) as ASIC specifies in writing; and
 - (f) CSi has not notified ASIC that it will not rely on this instrument.
6. This instrument does not take effect unless CSi has provided written confirmation to ASIC of its intention to rely on this instrument.
7. This instrument ceases to have effect if CSi:
- (a) becomes aware or should reasonably have become aware of matters that give it reason to believe that it has failed to comply, other than in an

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immaterial respect, with any of the conditions specified in paragraphs 9 to 12; and

- (b) has failed to notify ASIC of the full particulars of those matters within 15 business days after CSi became so aware or should reasonably have become so aware (to the extent that CSi knows those particulars or would have known them if it had undertaken reasonable enquiries).
8. This instrument ceases to have effect upon the expiry of the period referred to in subitem 1(3) of Schedule 2 of ASIC Corporations (Repeal and Transitional) Instrument 2016/396.

Conditions

9. CSi must provide any eligible financial service in this jurisdiction in a manner which would comply, so far as is possible, with the UK regulatory requirements if the eligible financial service were provided in the UK in like circumstances.
10. CSi must notify ASIC, as soon as practicable and in any event within 15 business days after CSi becomes aware or should reasonably have become aware, and in such form (if any) as ASIC may from time to time specify in writing, of the details of:
- (a) each significant change to, including the termination of, the Part 4A Permission applying to CSi relevant to the financial services CSi provides or intends to provide in this jurisdiction; and
 - (b) each significant particular exemption or other relief which CSi obtains from the UK regulatory requirements relevant to the financial services CSi provides or intends to provide in this jurisdiction; and
 - (c) each action or investigation of the following kinds taken by the FCA, PRA or other overseas regulatory authority against CSi in a foreign jurisdiction in relation to financial services provided in the foreign jurisdiction:
 - (i) significant enforcement action;
 - (ii) significant disciplinary action;
 - (iii) significant investigation (unless, after having taken reasonable steps to enable notification to be given to ASIC, CSi is prohibited by law from giving such notification but only to the extent of the prohibition).
11. CSi must not provide an eligible financial service in this jurisdiction to a wholesale client in reliance on this instrument unless CSi has given (whether before, during or after the commencement of this instrument) a written disclosure to the wholesale client containing prominent statements to the following effect:
- (a) CSi is exempt from the requirement to hold an Australian financial services

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licence under the Act in respect of the eligible financial service; and

- (b) CSi is authorised by the PRA and regulated by the FCA and PRA under UK laws, which differ from Australian laws.

12. CSi must ensure records of the written disclosure required by paragraph 11 are:

- (a) kept for a period of 7 years after the day the disclosure was given; and
- (b) accessible by CSi at all times during that period in a way that enables CSi to produce those records to ASIC.

Interpretation

13. In this instrument unless the contrary intention appears, a word or expression used in this instrument and defined in section 761A of the Act has the same meaning in this instrument as in section 761A of the Act and:

Act means the *Corporations Act 2001*.

address, in relation to a company, means the address of the registered office of the company.

agent means a natural person resident in this jurisdiction or a company, whose name and address were last notified to ASIC by CSi for the purposes of this instrument, and who is authorised to accept on CSi's behalf, service of process from ASIC and, in relation to proceedings relating to a financial services law, from any person referred to in subsection 659B(1) of the Act.

appropriate regulator means both the PRA and the FCA.

business day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney and London.

eligible financial service means:

- (a) providing financial product advice;
- (b) dealing in a financial product;
- (c) making a market for a financial product; or
- (d) providing a custodial or depository service;

in respect of any of the following financial products:

- (ea) eligible deposit product;
- (e) derivatives;

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- (f) foreign exchange contracts;
- (g) securities;
- (h) debentures, stocks or bonds issued by a government;
- (i) managed investment products; or
- (j) interests in a managed investment scheme that is not required to be registered under Chapter 5C of the Act.

FCA means the Financial Conduct Authority of the UK and, for the avoidance of doubt, includes the Financial Services Authority of the UK as it was previously known before 1 April 2013.

FSM Act means the *Financial Services and Markets Act 2000* of the UK.

notice and **notified** mean, respectively, written notice and notified in writing.

overseas regulatory authority means a foreign regulatory authority (other than the appropriate regulator) which regulates financial services and which is established by or for the purposes of a foreign government or legislative body.

Part 4A Permission means a permission given under Part 4A of the FSM Act or having effect as if so given under that Part.

PRA means the Prudential Regulation Authority of the UK.

UK means the United Kingdom.

UK regulatory requirements means the rules that apply in relation to the financial services including any applicable legislation, instruments made under that legislation and any relevant policies or other documents (however described) issued by the FCA or PRA.

Dated this 6th day of March 2019



Signed by Sara Eftekhari
as a delegate of the Australian Securities and Investments Commission

19-0032

**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraph 926A(2)(a) — Exemption**

Name of instrument

1. This is ASIC Instrument [19-0032].

Commencement

2. This instrument commences on the day it is signed.

Authority

3. This instrument is made under paragraph 926A(2)(a) of the *Corporations Act 2001*.

Exemption

4. Credit Suisse Securities (Europe) Limited (**CSSEL**)(ARBN 099 554 131), a body corporate incorporated under the laws of England and Wales, is exempt from Part 7.6 of the Act (other than Divisions 4 and 8) in relation to the provision of eligible financial services in this jurisdiction to wholesale clients.
5. This instrument applies where all of the following are satisfied:
 - (a) CSSEL has provided ASIC with evidence, that ASIC has stated in writing is adequate, that CSSEL has a current Part 4A Permission;
 - (b) CSSEL has provided ASIC with a description of the financial service(s) CSSEL intends to provide to clients in reliance on this instrument;

Note: This subparagraph (b) does not prevent CSSEL from subsequently providing other kinds of eligible financial services in this jurisdiction to wholesale clients in reliance on this instrument

- (c) CSSEL has an agent at the time CSSEL first purports to rely on this instrument and, from that time, has not failed to have an agent for any consecutive period of 10 business days;
 - (d) CSSEL has provided ASIC with a deed of CSSEL for the benefit of and enforceable by ASIC and the other persons referred to in subsection 659B(1) of the Act that applies notwithstanding that CSSEL may have ceased to rely, or never have relied, on this instrument, which deed provides that:
 - (i) the deed is irrevocable except with the prior written consent of ASIC;
 - (ii) CSSEL submits to the non-exclusive jurisdiction of the Australian courts in legal proceedings conducted by ASIC (including under

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section 50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in subsection 659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise;

- (iii) CSSEL covenants to comply with any order of an Australian court in respect of any matter relating to the provision of the eligible financial services;
 - (iv) service of process on CSSEL in relation to legal proceedings conducted by ASIC (including under section 50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in subsection 659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise can be effected by service on the agent;
 - (v) CSSEL covenants that, on written request of either the appropriate regulator or ASIC, it will give or vary written consent and take all other practicable steps to enable and assist the appropriate regulator to disclose to ASIC and ASIC to disclose to the appropriate regulator any information or document that the appropriate regulator or ASIC has that relates to CSSEL; and
 - (vi) CSSEL covenants to comply with any written notice given by ASIC directing CSSEL to give ASIC, within the time specified in the notice:
 - (I) a written statement containing specified information about the financial services business carried on by CSSEL in this jurisdiction in reliance on this instrument; or
 - (II) specified books relating to the financial services business carried on by CSSEL in this jurisdiction in reliance on this instrument;
 - (e) CSSEL has provided written consents to the disclosure by the appropriate regulator to ASIC and ASIC to the appropriate regulator of any information or document that the appropriate regulator or ASIC has that relates to CSSEL, such consents in such form (if any) as ASIC specifies in writing; and
 - (f) CSSEL has not notified ASIC that it will not rely on this instrument.
6. This instrument does not take effect unless CSSEL has provided written confirmation to ASIC of its intention to rely on this instrument.
7. This instrument ceases to have effect if CSSEL:
- (a) becomes aware or should reasonably have become aware of matters that give it reason to believe that it has failed to comply, other than in an

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immaterial respect, with any of the conditions specified in paragraphs 9 to 12; and

- (b) has failed to notify ASIC of the full particulars of those matters within 15 business days after CSSEL became so aware or should reasonably have become so aware (to the extent that CSSEL knows those particulars or would have known them if it had undertaken reasonable enquiries).
8. This instrument ceases to have effect upon the expiry of the period referred to in subitem 1(3) of Schedule 2 of ASIC Corporations (Repeal and Transitional) Instrument 2016/396.

Conditions

9. CSSEL must provide any eligible financial service in this jurisdiction in a manner which would comply, so far as is possible, with the UK regulatory requirements if the eligible financial service were provided in the UK in like circumstances.
10. CSSEL must notify ASIC, as soon as practicable and in any event within 15 business days after CSSEL becomes aware or should reasonably have become aware, and in such form (if any) as ASIC may from time to time specify in writing, of the details of:
- (a) each significant change to, including the termination of, the Part 4A Permission applying to CSSEL relevant to the financial services CSSEL provides or intends to provide in this jurisdiction; and
 - (b) each significant particular exemption or other relief which CSSEL obtains from the UK regulatory requirements relevant to the financial services CSSEL provides or intends to provide in this jurisdiction; and
 - (c) each action or investigation of the following kinds taken by the FCA, PRA or other overseas regulatory authority against CSSEL in a foreign jurisdiction in relation to financial services provided in the foreign jurisdiction:
 - (i) significant enforcement action;
 - (ii) significant disciplinary action;
 - (iii) significant investigation (unless, after having taken reasonable steps to enable notification to be given to ASIC, CSSEL is prohibited by law from giving such notification but only to the extent of the prohibition).
11. CSSEL must not provide an eligible financial service in this jurisdiction to a wholesale client in reliance on this instrument unless CSSEL has given (whether before, on or after the commencement of this instrument) a written disclosure to the wholesale client containing prominent statements to the following effect:

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- (a) CSSEL is exempt from the requirement to hold an Australian financial services licence under the Act in respect of the eligible financial service; and
 - (b) CSSEL is authorised by the PRA and regulated by the FCA and PRA under UK laws, which differ from Australian laws.
12. CSSEL must ensure records of the written disclosure required by paragraph 11 are:
- (a) kept for a period of 7 years after the day the disclosure was given; and
 - (b) accessible by CSSEL at all times during that period in a way that enables CSSEL to produce those records to ASIC.

Interpretation

13. In this instrument unless the contrary intention appears, a word or expression used in this instrument and defined in section 761A of the Act has the same meaning in this instrument as in section 761A of the Act and:

Act means the *Corporations Act 2001*.

address, in relation to a company, means the address of the registered office of the company.

agent means a natural person resident in this jurisdiction or a company, whose name and address were last notified to ASIC by CSi for the purposes of this instrument, and who is authorised to accept on CSi's behalf, service of process from ASIC and, in relation to proceedings relating to a financial services law, from any person referred to in subsection 659B(1) of the Act.

appropriate regulator means both the PRA and the FCA.

business day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney and London.

eligible financial service means:

- (a) providing financial product advice;
- (b) dealing in a financial product;
- (c) making a market for a financial product; or
- (d) providing a custodial or depository service;

in respect of any of the following financial products:

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- (ea) eligible deposit product;
- (e) derivatives;
- (f) foreign exchange contracts;
- (g) securities;
- (h) debentures, stocks or bonds issued by a government;
- (i) managed investment products; or
- (j) interests in a managed investment scheme that is not required to be registered under Chapter 5C of the Act.

FCA means the Financial Conduct Authority of the UK and, for the avoidance of doubt, includes the Financial Services Authority of the UK as it was previously known before 1 April 2013.

FSM Act means the *Financial Services and Markets Act 2000* of the UK.

notice and **notified** mean, respectively, written notice and notified in writing.

overseas regulatory authority means a foreign regulatory authority (other than the appropriate regulator) which regulates financial services and which is established by or for the purposes of a foreign government or legislative body.

Part 4A Permission means a permission given under Part 4A of the FSM Act or having effect as if so given under that Part.

PRA means the Prudential Regulation Authority of the UK.

UK means the United Kingdom.

UK regulatory requirements means the rules that apply in relation to the financial services including any applicable legislation, instruments made under that legislation and any relevant policies or other documents (however described) issued by the FCA or PRA.

Dated this 6th day of March 2019



Signed by Sara Eftekhari
as a delegate of the Australian Securities and Investments Commission

19-0033

**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraph 926A(2)(a) — Exemption**

Name of instrument

1. This is ASIC Instrument [19-0033].

Commencement

2. This instrument commences on the day it is signed.

Authority

3. This instrument is made under paragraph 926A(2)(a) of the *Corporations Act 2001*.

Exemption

4. Credit Suisse Securities (USA) LLC (*CSSU*), a limited liability company organised under the laws of Delaware, in the US, is exempt from Part 7.6 of the Act (other than Divisions 4 and 8) in relation to the provision of eligible financial services in this jurisdiction to wholesale clients.
5. This instrument applies where all of the following are satisfied:
 - (a) *CSSU* has provided ASIC with evidence, that ASIC has stated in writing is adequate, that *CSSU*:
 - (i) is a registered broker dealer that is a member of the Securities Investor Protection Corporation established under the Securities Investor Protection Act of 1970 of the US and that is a member of FINRA and FINRA is the body's examining authority; or
 - (ii) is a registered broker dealer that is an OTC derivatives dealer within the meaning of Rule 3b-12 promulgated under the Exchange Act who is affiliated within the meaning of that Rule with a registered broker dealer who is a member of FINRA; or
 - (iii) is a registered investment adviser;
 - (b) *CSSU* has provided ASIC with a description of the financial service(s) *CSSU* intends to provide to clients in reliance on this instrument;

Note: This subparagraph (b) does not prevent CSSU from subsequently providing other kinds of eligible financial services in this jurisdiction to wholesale clients in reliance on this instrument

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- (c) CSSU has an agent at the time CSSU first purports to rely on this instrument and, from that time, has not failed to have an agent for any consecutive period of 10 business days;
- (d) CSSU has provided ASIC with a deed of CSSU for the benefit of and enforceable by ASIC and the other persons referred to in subsection 659B(1) of the Act that applies notwithstanding that CSSU may have ceased to rely, or never have relied, on this instrument, which deed provides that:
 - (i) the deed is irrevocable except with the prior written consent of ASIC;
 - (ii) CSSU submits to the non-exclusive jurisdiction of the Australian courts in legal proceedings conducted by ASIC (including under section 50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in subsection 659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise;
 - (iii) CSSU covenants to comply with any order of an Australian court in respect of any matter relating to the provision of the eligible financial services;
 - (iv) service of process on CSSU in relation to legal proceedings conducted by ASIC (including under section 50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in subsection 659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise can be effected by service on the agent;
 - (v) CSSU covenants that, on written request of either the SEC or ASIC, it will give or vary written consent and take all other practicable steps to enable and assist the SEC to disclose to ASIC and ASIC to disclose to the SEC any information or document that the SEC or ASIC has that relates to CSSU; and
 - (vi) CSSU covenants to comply with any written notice given by ASIC directing CSSU to give ASIC, within the time specified in the notice:
 - (I) a written statement containing specified information about the financial services business carried on by CSSU in this jurisdiction in reliance on this instrument; or
 - (II) specified books relating to the financial services business carried on by CSSU in this jurisdiction in reliance on this instrument;
- (e) CSSU has provided written consents to the disclosure by the SEC to ASIC and ASIC to the SEC of any information or document that the SEC or ASIC

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has that relates to CSSU, such consents in such form (if any) as ASIC specifies in writing; and

- (f) CSSU has not notified ASIC that it will not rely on this instrument.
6. This instrument does not take effect unless CSSU has provided written confirmation to ASIC of its intention to rely on this instrument.
7. This instrument ceases to have effect if CSSU:
- (a) becomes aware or should reasonably have become aware of matters that give it reason to believe that it has failed to comply, other than in an immaterial respect, with any of the conditions specified in paragraphs 9 to 12; and
 - (b) has failed to notify ASIC of the full particulars of those matters within 15 business days after CSSU became so aware or should reasonably have become so aware (to the extent that CSSU knows those particulars or would have known them if it had undertaken reasonable enquiries).
8. This instrument ceases to have effect upon the expiry of the period referred to in subitem 1(3) of Schedule 2 of ASIC Corporations (Repeal and Transitional) Instrument 2016/396.

Conditions

9. CSSU must provide any eligible financial service in this jurisdiction in a manner which would comply, so far as is possible, with the US regulatory requirements if the eligible financial service were provided in the US in like circumstances.
10. CSSU must notify ASIC, as soon as practicable and in any event within 15 business days after CSSU becomes aware or should reasonably have become aware, and in such form (if any) as ASIC may from time to time specify in writing, of the details of:
- (a) each significant change including the termination of its status as a registered broker dealer or a registered investment adviser applying to CSSU relevant to the financial services CSSU provides or intends to provide in this jurisdiction; and
 - (b) each significant particular exemption or other relief which CSSU obtains from the US regulatory requirements relevant to the financial services CSSU provides or intends to provide in this jurisdiction; and
 - (c) each action or investigation of the following kinds taken by the SEC or other overseas regulatory authority against CSSU in a foreign jurisdiction in relation to financial services provided in the foreign jurisdiction:

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- (i) significant enforcement action;
 - (ii) significant disciplinary action;
 - (iii) significant investigation (unless, after having taken reasonable steps to enable notification to be given to ASIC, CSSU is prohibited by law from giving such notification but only to the extent of the prohibition).
11. CSSU must not provide an eligible financial service in this jurisdiction to a wholesale client in reliance on this instrument unless CSSU has given (whether before, on or after the commencement of this instrument) a written disclosure to the wholesale client containing prominent statements to the following effect:
- (a) CSSU is exempt from the requirement to hold an Australian financial services licence under the Act in respect of the eligible financial service; and
 - (b) CSSU is regulated by the SEC under US laws, which differ from Australian laws.
12. CSSU must ensure records of the written disclosure required by paragraph 11 are:
- (a) kept for a period of 7 years after the day the disclosure was given; and
 - (b) accessible by CSSU at all times during that period in a way that enables CSSU to produce those records to ASIC.

Interpretation

13. In this instrument unless the contrary intention appears, a word or expression used in this instrument and defined in section 761A of the Act has the same meaning in this instrument as in section 761A of the Act and:

Act means the *Corporations Act 2001*.

address, in relation to a company, means the address of the registered office of the company.

agent means a natural person resident in this jurisdiction or a company, whose name and address were last notified to ASIC by CSSU for the purposes of this instrument, and who is authorised to accept on CSSU's behalf, service of process from ASIC and, in relation to proceedings relating to a financial services law, from any person referred to in subsection 659B(1) of the Act.

business day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney and New York.

eligible financial service means:

19-0033

- (a) providing financial product advice;
- (b) dealing in a financial product;
- (c) making a market for a financial product; or
- (d) providing a custodial or depository service;

in respect of any of the following financial products:

- (e) derivatives;
- (f) foreign exchange contracts;
- (g) securities;
- (h) debentures, stocks or bonds issued by a government;
- (i) managed investment products; or
- (j) interests in a managed investment scheme that is not required to be registered under Chapter 5C of the Act.

examining authority, in relation to a body, means a self-regulatory organisation to which the body belongs which has not been relieved of responsibility relating to the body under subsection 17(d)(1)(A) of the Exchange Act in any respect.

Exchange Act means the Securities Exchange Act of 1934 of the US.

FINRA means the Financial Industry Regulatory Authority of the US.

notice and **notified** mean, respectively, written notice and notified in writing.

overseas regulatory authority means a foreign regulatory authority (other than the SEC) which regulates financial services and which is established by or for the purposes of a foreign government or legislative body.

registered broker dealer means a broker or dealer registered under subsection 15(b) of the Exchange Act.

registered investment adviser means a body corporate or a partnership formed in the US or a State of the US registered under subsection 203(c) of the Investment Advisers Act of 1940 of the US.

SEC means the Securities and Exchange Commission of the US.

US means the United States of America.

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US regulatory requirements means the rules that apply in relation to the eligible financial services including:

- (a) any applicable legislation, instruments made under that legislation and any relevant policies or other documents (however described) issued by the SEC; and
- (b) if CSSU is covered by subparagraph 5(a)(i) but not subparagraphs 5(a)(ii) or (iii)—any applicable rules, policies or other documents (however described) of FINRA.

Dated this 6th day of March 2019



Signed by Sara Eftekhari
as a delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities & Investments Commission

19-0071

**Australian Securities and Investments Commission
Corporations Act 2001 Section 915B**

Notice of Cancellation of an Australian Financial Services Licence

TO: Alexander Robert Taylor
ABN 73 307 643 498 ("the Licensee")
10781 New England Highway
HIGHFIELDS QLD 4352

Pursuant to paragraph 915B(1)(e) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 489015 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 1 March 2019

Signed

John Connor

A delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities & Investments Commission

19-0122

**Australian Securities and Investments Commission
Corporations Act 2001 Section 915B**

Notice of Cancellation of an Australian Financial Services Licence

TO: Smartplan Administration Pty Ltd
ACN 118 949 714 ("the Licensee")
203/252 Hedges Ave
MERMAID BEACH QLD 4218

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 417805 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated

28 February 2019

Signed

John Connor

A delegate of the Australian Securities and Investments Commission

19-0133

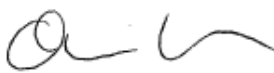


Corporations (Bloomberg SEF LLC) Exemption Revocation Notice 2019

Corporations Act 2001

I, Oliver Harvey, Senior Executive Leader, Australian Securities and Investments Commission, make this exemption revocation notice under section 791C of the *Corporations Act 2001* (the Act).

Dated 26 February 2019

Signed 

as a delegate of the Minister under section 1101J of the Act

Name of Notice

1. This Notice is the *Corporations (Bloomberg SEF LLC) Exemption Revocation Notice 2019*.

Commencement

2. This Notice commences on 1 March 2019.

Revocation of Exemption

3. The *Corporations (Bloomberg SEF LLC) Exemption Notice 2017* is revoked.

19-0152

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraphs 741(1)(a), 741(1)(b), and 1020F(1)(a) –
Exemptions and Declaration**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 741(1)(a), 741(1)(b), and 1020F(1)(a) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 19-0152.

Commencement

3. This instrument commences on the date it is signed.

Exemption

4. APMM does not have to comply with:
 - (a) Parts 6D.2 and 6D.3 of the Act for an offer to issue ListCo shares (*Offer*) to holders of ordinary shares in APMM under the Transaction; and
 - (b) subsection 911A(1) of the Act in relation to the general advice provided in connection with the Offer under the Transaction in the Listing Document.

Declaration

5. Chapter 6D of the Act applies to holders of APMM shares as if subsections 707(3) and (4) were omitted and substituted with:
 - “(3) An offer of a body’s securities for sale within 12 months after their issue needs disclosure to investors under this Part if the body issued the securities:
 - (a) without disclosure to investors under this Part; and
 - (b) with the purpose of the person to whom they were issued:
 - (i) selling or transferring them; or

19-0152

- (ii) granting, issuing or transferring interests in, or options or warrants over, them;

and section 708 or 708A does not say otherwise.”.

Where this instrument applies

6. This instrument applies where:

- (a) the Listing Document, which are prepared for a general meeting of APMM's shareholders, set out the terms and conditions of the Offer under the Transaction and is publicly disclosed by APMM (including by publication on its website which is accessible to all Australian resident shareholders of APMM);
- (b) APMM and ListCo reasonably believe that the Transaction complies with all applicable laws that, as at the date of the Offer, are in force in Denmark; and
- (c) the Danish Financial Supervisory Authority (*Finanstilsynet* of Denmark) issues a confirmation letter in respect of the Listing Document.

Interpretation

7. In this instrument:

APMM means A.P. Møller - Mærsk A/S, a public limited company incorporated under the laws of Denmark (Central Virksomhed Registration number 22 75 62 14) and listed on the financial market operated by Nasdaq Copenhagen A/S;

MDG means Maersk Drilling Holding A/S, a public limited company incorporated under the laws of Denmark (Central Virksomhed Registration number 34 73 17 21), a wholly owned subsidiary of APMM, and certain other assets and liabilities of APMM, as described in the Listing Document;

Transaction means the proposed transfer of all APMM's shares in MDG to ListCo and the pro-rata distribution of shares in ListCo to current shareholders in APMM;

ListCo means the public limited company, as described in the Listing Document, that will be incorporated under the laws of Denmark where the Transaction is approved by the requisite majority of shareholders of APMM at the general meeting on or about 2 April 2019; and

Listing Document means the documentation required for the Transaction under EU Disclosure Regulation EU 2004 Prospectus Regulation Annex I, III and

19-0152

XXII (the *European Union*) and which is substantially the same as the draft demerger document provided to ASIC on 29 January 2019.

Dated this 1st day of March 2019

A handwritten signature in black ink, appearing to be 'H. Brunskill', written over a horizontal line.

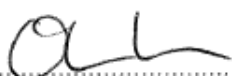
Signed by Henry Brunskill
as a delegate of the Australian Securities and Investments Commission

19-0153

**Australian Market Licence (FEX Global Pty Ltd) Variation Notice
2019 (No.1)***Corporations Act 2001*

I, Oliver Harvey, Chief Supervisory Officer, Australian Securities and Investments Commission, make this notice under subsection 796A(1) of the *Corporations Act 2001* (the Act).

Dated 5 March 2019

Signed 

as a delegate of the Minister under s1101J of the Act

1. Name of variation

This is *Australian Market Licence (FEX Global Pty Ltd) Variation Notice 2019 (No. 1)*.

2. Commencement

This notice takes effect from the day it is made.

3. Variation

The *Australian Market Licence (FEX Global Pty Ltd) 2013* is varied as described in the Schedule.

19-0153

Schedule	Variation
[1] Section 3 (definition of <i>LCH</i>)	Omit the definition.
[2] Section 3	Insert: CME means Chicago Mercantile Exchange Inc. (ARBN 103 432 391).
[3] Section 6	Omit "LCH" (wherever occurring), substitute "CME".
[4] Section 6	Omit "United Kingdom" (wherever occurring), substitute "United States of America".
[5] At the end of the instrument	Add: 10. Notification to ASIC of material change in shareholders If FEX becomes aware that a person proposes to have, or proposes to cease to have, more than 5% of the voting power in FEX or in a holding company of FEX, FEX must give written notice to ASIC of this as soon as practicable after becoming aware.

19-0170

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraphs 911A(2)(l) and 1020F(1)(a) – Exemptions**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 911A(2)(l) and 1020F(1)(a) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 19-0170.

Commencement

3. This instrument commences on the day of gazettel.

Exemption

4. Cobalt 27 and the Company do not have to comply with the requirement in subsection 911A(1) of the Act for the provision of financial product advice in the Scheme documents.
5. Cobalt 27 does not have to comply with Division 5A of Part 7.9 of the Act in relation to an unsolicited offer to purchase securities in the Company under the Scheme.

Where this instrument applies

6. The exemption in paragraph 4 applies where Cobalt 27 or the Company provides or gives financial product advice to persons who hold shares in the Company that is:
 - (a) general advice;
 - (b) provided in connection with the Scheme; and
 - (c) contained in the Scheme documents.
7. The exemption in paragraph 5 applies to any unsolicited offer or invitation made by Cobalt 27 to acquire shares in the Company where:
 - (a) the offer or invitation is made under the Scheme on the terms described in the Scheme documents, with any such amendments, variations or supplements as are approved by the Court of Papua New Guinea; and
 - (b) Cobalt 27 reasonably believes that the offer or invitation is made in accordance with the laws and rules (however described) that as at the date of the offer for issue of securities, are in force in Papua New Guinea.

19-0170

Interpretation

In this instrument:

Act means the *Corporations Act 2001*.

Cobalt 27 means Cobalt 27 Capital Corp, a company incorporated under the laws of Canada.

Company means Highlands Pacific Limited, a company incorporated under the laws of Papua New Guinea.

financial product advice has the meaning given by subsection 766B(1) of the Act

general advice has the meaning given by subsection 766B(4) of the Act

Scheme means the proposed scheme of arrangement under Part XVI of the PNG Companies Act of Papua New Guinea between the Company and its shareholders, pursuant to which Cobalt 27 will acquire securities from existing holders of securities in the Company.

Scheme documents means the documents that will be despatched to the holders of securities in the Company, containing (amongst other things) the Scheme, an explanatory statement and notice of meeting.

unsolicited offer means:

- (a) an offer to which Division 5A of Part 7.9 of the Act applies because of section 1019D of the Act; and
- (b) an invitation covered by section 1019F of the Act.

Dated this 4th day of March 2019



Signed by Tian Gu
as a delegate of the Australian Securities and Investments Commission

CORPORATIONS ACT 2001
Section 601CL(4)

ASIC will strike the foreign companies listed below off the register three months after the publication of this notice, unless given acceptable reason not to proceed.

Dated this eighth day of March 2019

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ARBN
ABB SWITZERLAND LTD	136 523 030
BERGEN CAPITAL (AUSTRALIA), LLC	160 800 466
DR. OETKER NAHRUNGSMITTEL BETEILIGUNGS GMBH	606 189 306
HIGH SKY HOSPITALITY SERVICES PRIVATE LIMITED	623 984 976
IRIS DISTRIBUTION, INC.	625 101 331
I2S BUSINESS SOLUTIONS PTE. LTD.	615 718 717
ORICA EUROPE MANAGEMENT GMBH	132 377 354

CORPORATIONS ACT 2001
Subsection 601CC(4)

ASIC has struck the registered Australian bodies
listed below off the register.

Dated this eighth day of March 2019

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company

ARBN

YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF
ALBURY/WODONGA INC

624 537 631

CORPORATIONS ACT 2001
Section 601CL(5)

ASIC has struck the foreign companies listed
below off the register.

Dated this eighth day of March 2019

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company

ARBN

GWM FINANCIAL PLANNING LIMITED	623 639 118
MAN OM-IP STRATEGIC LIMITED	086 893 012
MAN SERIES 4 OM-IP 220 LIMITED	091 539 749
SCOTTISH WATER INTERNATIONAL LIMITED	619 437 428
UPDATER INC.	609 188 329

CORPORATIONS ACT 2001
Subsection 601PB(2)

ASIC may deregister the managed investment schemes listed below two months after the publication of this notice, unless given acceptable reason not to proceed.

Dated this eighth day of March 2019

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Scheme	ARSN
AUSTRALIAN UNITY ROCKDALE PROPERTY TRUST	602 159 875
HEATHLEY KEYSTONE PROPERTY FUND NO.33	169 249 736
MAPLE-BROWN ABBOTT SMALL COMPANIES VALUE FUND	612 510 068
TRILOGY MELBOURNE OFFICE SYNDICATE - CHELTENHAM	151 291 315

Corporations Act 2001

Subsection 164(3)

Notice is hereby given that ASIC will alter the registration details of the following companies 1 month after the publication of this notice, unless an order by a court or Administrative Appeals Tribunal prevents it from doing so.

AUSTPAC FUNDS MANAGEMENT LTD

ACN 140 950 769 will change to a proprietary company limited by shares. The new name will be AUSTPAC FUNDS MANAGEMENT PTY LTD ACN 140 950 769.

CVS FREEFLOW LOUVRE SYSTEMS PTY.

ACN 079 675 657 will change to a proprietary company limited by shares. The new name will be CVS FREEFLOW LOUVRE SYSTEMS PTY LTD ACN 079 675 657.

GREENTRAINS LIMITED ACN 131 890 545 will change to a proprietary company limited by shares. The new name will be GREENTRAINS PTY LTD ACN 131 890 545.

MERIDIAN INTERNATIONAL CAPITAL LIMITED

ACN 050 290 974 will change to a proprietary company limited by shares. The new name will be MERIDIAN INTERNATIONAL CAPITAL PTY LIMITED ACN 050 290 974.

W.A. NUTTON & ASSOCIATES PTY.

ACN 006 270 855 will change to a proprietary company limited by shares. The new name will be W.A. NUTTON & ASSOCIATES PTY LTD ACN 006 270 855.

CASSONAY INVESTMENT GROUP LTD

ACN 606 655 172 will change to a proprietary company limited by shares. The new name will be CASSONAY INVESTMENT GROUP PTY LTD ACN 606 655 172.

CVS QUALITY POWDER COATERS PTY.

ACN 079 675 559 will change to a proprietary company limited by shares. The new name will be CVS QUALITY POWDERCOATERS PTY LTD ACN 079 675 559.

MEEKA MINERALS LIMITED ACN 626 553 044 will change to a proprietary company limited by shares. The new name will be MEEKA MINERALS PTY LTD ACN 626 553 044.

SIRTEX MEDICAL LIMITED ACN 078 166 122 will change to a proprietary company limited by shares. The new name will be SIRTEX MEDICAL PTY LTD ACN 078 166 122.