



ASIC
Australian Securities &
Investments Commission

Commonwealth of Australia Gazette
No. A36/24, Tuesday 27 August 2024

Published by ASIC

ASIC Gazette

Contents

Notices under Corporations Act 2001

24-0625	24-0642	24-0643	24-0645	24-0646	24-0658
24-0677	24-0684	24-0689	24-0692	24-0693	24-0700

Company/scheme deregistrations

Change of company type

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.

ISSN 1445-6060 (Online version)
ISSN 1445-6079 (CD-ROM version)

Available from www.asic.gov.au
Email gazette.publisher@asic.gov.au

© Commonwealth of Australia, 2022

This work is copyright. Apart from any use permitted under the *Copyright Act 1968*, all rights are reserved. Requests for authorisation to reproduce, publish or communicate this work should be made to: Gazette Publisher, Australian Securities and Investment Commission, GPO Box 9827, Melbourne Vic 3001

24-0625

**Australian Securities and Investments Commission
Corporations Act 2001 — s926A(2)(a) — Exemption****Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under s926A(2)(a) of the *Corporations Act 2001* (the **Act**).

Title

2. This instrument is ASIC Instrument 24-0625.

Commencement

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

Exemption

4. ASIC exempts Polen Capital Management, L.L.C., a limited liability company incorporated under the laws of the US, and registered with the US Securities and Exchange Commission under file number 801-15180 (the *body*), and its representatives, from the requirement to hold an Australian financial services (*AFS*) licence, in the case specified in Schedule A.

Cessation

5. The exemption in paragraph 4 ceases to have effect on the earlier of:
 - (a) Subparagraph 1(1) of Schedule 2 of the *ASIC Corporations (Repeal and Transitional) Instrument 2016/396* ceasing to have effect in relation to the relief that was provided under ASIC Class Order [CO 03/1100] *US SEC regulated financial services providers*; or
 - (b) the body not complying with any written notice given by ASIC directing the body to give to ASIC, within the time specified in the notice, a written statement containing specified information about the financial service business operated by the body in this jurisdiction; or
 - (c) the body being notified in writing by ASIC that it is excluded from relying on this instrument.

Schedule A

1. The exemption in paragraph 4 of this instrument applies where all of the following apply:

24-0625

- (a) the body is:
 - (i) a registered broker dealer that is a member of the Securities Investor Protection Corporation established under the *Securities Investor Protection Act 1970* (US) and that is a member of FINRA and FINRA is the body's examining authority; or
 - (ii) 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) a registered investment adviser;
- (b) the body is either:
 - (i) a body corporate incorporated in the US or a State of the US; or
 - (ii) a partnership formed in the US or a State of the US;
- (c) the body:
 - (i) is registered under Division 2 of Part 5B.2 of the Act; or
 - (ii) has an Agent at the time the body 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) the body's primary business is the provision of financial services;
- (e) neither the body nor its Agent has been notified by ASIC that the body is excluded from relying on this instrument;
- (f) if the body becomes aware or should reasonably have become aware of matters that give it reason to believe that it has failed, other than in an immaterial respect, to comply with a requirement set out in Schedule B:
 - (i) 15 business days have not passed since the body became so aware or should reasonably have become so aware without the body providing full particulars of the failure to ASIC (to the extent that the body knows those particulars or would have known them if it had undertaken reasonable enquiries); and
 - (ii) 30 business days have not passed from ASIC receiving those particulars from the body without ASIC notifying the body that it may continue to rely on this instrument; and
- (g) the body has not notified ASIC that it will not rely on this instrument.

24-0625

2. Where the body provides any of the following financial services (the *financial services*) in this jurisdiction to wholesale clients (and the body is authorised under US regulatory requirements to provide the financial service in the US):
 - (a) providing financial product advice;
 - (b) dealing in a financial product;
 - (c) providing a custodial or depository service,in respect of any of the following financial products (and in respect of which the body is authorised under US regulatory requirements to provide financial services in the US):
 - (a) securities;
 - (b) managed investment products; or
 - (c) interests in a managed investment scheme that is not required to be registered under Ch 5C of the Act.
3. Where the body has provided ASIC with all of the following:
 - (a) evidence and submissions that paragraph 1(a) of Schedule A is satisfied;
 - (b) a notice that it will provide financial services in this jurisdiction in reliance on this instrument;
 - (c) a deed of the body 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 the body 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; and
 - (ii) the body 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; and
 - (iii) the body covenants to comply with any order of an Australian court in respect of any matter relating to the provision of the financial services; and
 - (iv) if the body is not registered under Division 2 of Part 5B.2 of the Act, service of process on the body in relation to legal proceedings conducted by ASIC (including under section 50 of the ASIC Act) and, in relation to

24-0625

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; and

- (v) the body 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 the body;
- (d) 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 has that relates to the body. The consents must be in such form (if any) as ASIC specifies in writing.

Schedule B

1. The body must provide each of the financial services in this jurisdiction in a manner which would comply, so far as is possible, with the US regulatory requirements if the financial service were provided in the US in like circumstances.
2. The body must:
 - (a) notify ASIC, as soon as practicable and in any event within 15 business days after the body became 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:
 - (i) each significant change to, including the termination of, the registration as a registered broker dealer or a registered investment adviser applying to the body relevant to the financial services the body provides or intends to provide in this jurisdiction; and
 - (ii) each significant particular exemption or other relief which the body obtains from the US regulatory requirements relevant to the financial services the body provides or intends to provide in this jurisdiction; and
 - (iii) each action or investigation of the following kinds taken by the SEC or other overseas regulatory authority against the body in a foreign jurisdiction in relation to financial services provided in the foreign jurisdiction:
 - (A) significant enforcement action;
 - (B) significant disciplinary action;
 - (C) significant investigation (unless, after having taken reasonable steps to enable notification to be given to ASIC, the body is prohibited by

24-0625

law from giving such notification but only to the extent of the prohibition); and

- (b) provide written disclosure to all persons to whom the financial services are provided in this jurisdiction (before the financial services are provided) containing prominent statements to the following effect:
 - (i) the body is exempt from the requirement to hold an AFS licence under the Act in respect of the financial services; and
 - (ii) the body is regulated by the SEC under US laws, which differ from Australian laws.
- (c) if ASIC gives the body a written notice directing the body to lodge with ASIC, within the time specified in the notice, a written statement containing specified information about any financial service provided by the body in this jurisdiction—comply with the notice.

Interpretation

In this instrument:

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 the body for the purposes of this instrument, and who is authorised to accept on the body's behalf, service of process from ASIC and, in relation to proceedings relating to a financial services law, from any person referred to in s659B(1) of the Act;

ASIC Act means the *Australian Securities and Investments Commission Act 2001*;

custodial or depository service has the meaning given by section 766E of the Act;

dealing has the meaning given by section 9 of the Act;

examining authority, in relation to the body, means a self-regulatory organisation to which the body belongs which has not been relieved of the responsibility relating to the body under s17(d)(1)(A) of the Exchange Act in any respect;

Exchange Act means the *Securities and Exchange Act 1934 (US)*;

financial product has the meaning given by section 9 of the Act;

financial product advice has the meaning given by section 761A of the Act;

24-0625

financial services law has the meaning given by section 761A of the Act;

FINRA means the Financial Industry Regulation Authority of the US;

interest in a managed investment scheme has the meaning given by section 9 of the Act;

managed investment product has the meaning given by section 9 of the Act;

managed investment scheme has the meaning given by section 9 of the Act;

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 dealer registered under s15(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 s203(c) of the *Investment Advisers Act 1940* (US);

representative has the meaning given by section 9 of the Act;

SEC means the Securities and Exchange Commission of the US;

securities has the meaning given by section 9 of the Act;

US means the United States of America;

US regulatory requirements means the rules that apply in relation to the 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 the body is covered by subparagraph (a)(i) of Schedule A but not subparagraphs (a)(ii) or (iii) of that Schedule—any applicable rules, policies or other documents (however described) of FINRA; and

wholesale client has the meaning given in section 761G of the Act.

Dated this 12th day of August 2024



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

24-0642

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

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under s926A(2)(a) of the Act.

Title

2. This instrument is ASIC Instrument 24-0642.

Commencement

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

Exemption

4. Global Shares Ireland Limited (**GS Ireland**), a corporation registered in Ireland, registration number 412396, is exempt from the requirement to hold an Australian financial services licence under s911A(1) of the Act subject to paragraphs 5 to 7 of this instrument.

Where this instrument applies

5. The exemption in paragraph 4 applies to the following financial services provided to ESS participants by GS Ireland during the course of it providing administration services on behalf of the Corporate Client:

(a) general financial product advice under s766B of the Act, where:

- (i) the information provided by GS Ireland to ESS participants of a Corporate Client is limited to information on the provision of services by GS Ireland in relation to the administration of an employee share scheme as a result of the ESS participant receiving ESS interest offers under an employee share scheme from the Corporate Client;
- (ii) in the context of GS Ireland providing this information it does not reasonably intend to influence a prospective or onboarded ESS participant into making a decision on whether to hold or sell an ESS interest connected with an employee share scheme and the information provided is intended to be informational and factual;
- (iii) GS Ireland provides a disclaimer to prospective and onboarded ESS participants to the effect that it does not provide investment

24-0642

recommendations or investment advice and that consumers should consider obtaining independent advice before making any financial decisions;

- (b) dealing by arranging to deal under subsection 766C(2) of the Act, where GS Ireland's services are limited to;
- (i) providing ESS participants access to the online platform enabling ESS participants to submit sale and purchase requests of ESS interests in their employee share scheme to the Corporate Client whom they are employed by or their nominated broker dealer or investment adviser;
 - (ii) forwarding the requests to sell or purchase ESS interests to the Corporate Client or their nominated broker dealer or investment adviser; and
 - (iii) updating the ESS participant record on the online platform upon receiving written confirmation from the Corporate Client on whether the ESS participant's request to sell or purchase the ESS interest is declined or approved by the Corporate Client or their nominated broker dealer or investment adviser; and
- (c) in relation to an ASX Listed Corporate Client, passing on the ESS participant's order instructions (as approved by the ASX Listed Corporate Client) to a third-party broker that is licensed (or able to rely on an exemption) in this jurisdiction to provide the financial services to the ESS participant.

Conditions of the Exemption

6. The exemption in paragraph 4 is subject to the following conditions:
- (a) GS Ireland remains a body corporate incorporated in Ireland;
 - (b) the total percentage of ESS participants when calculated across all participants of Corporate Clients for which GS Ireland provides its services for does not increase beyond 5%;
 - (c) GS Ireland does not receive or hold any client money;
 - (d) GS Ireland does not receive any commission or fees from ESS participants for this service;
 - (e) GS Ireland does not market its services or intentionally induce persons in this jurisdiction to use the services covered under this instrument, beyond its arrangement with the Corporate Client;
 - (f) GS Ireland only facilitates the resulting transactions that are approved by the Corporate Client, by updating the approval of the transactions by the Corporate Client on the online platform as well as its own internal records;
 - (g) GS Ireland has an Agent at the time it 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;

24-0642

- (h) GS Ireland does not fail to comply with any written notice given by ASIC directing it to give to ASIC, within the time specified in the notice, a written statement containing specified information about the services under this instrument by GS Ireland, as they relate to ESS participants;
- (i) GS Ireland maintains an appropriate and transparent complaints management framework, that is documented and implemented, so that complaints received from ESS participants in connection with the services provided under this instrument are efficiently resolved and redress or remedial action offered where appropriate; and
- (j) GS Ireland discloses to the ESS participant with words to the effect that while the services provided are administrative in nature and it is not a financial services provider, it may nonetheless be considered to be dealing by arranging under Australian law, for which it has received an exemption from the requirement to hold an Australian financial services licence for these specific services.

Cessation

7. The exemption in paragraph 4 ceases to have effect on the earlier of:
- (a) GS Ireland failing to comply with any written notice given by ASIC directing it to give to ASIC, within the time specified in the notice, a written statement containing specified information about the services provided by GS Ireland in this jurisdiction that are covered by this instrument;
 - (b) GS Ireland being notified in writing by ASIC that it is excluded from relying on this instrument; or
 - (c) GS Ireland has notified ASIC that it does not rely on this instrument.

Interpretation

In this instrument:

address means the address of the registered office of GS Ireland;

Act means the Corporations Act 2001 (Cth);

Agent means a natural person resident in this jurisdiction or a company, whose name and address were last notified to ASIC by GS Ireland for the purposes of this instrument, and who is authorised to accept on GS Ireland's behalf, service of process from ASIC and, in relation to ASIC's requests for information regarding the services provided under this instrument;

ASX means ASX Limited (ACN 008 624 691);

ASX Listed Corporate Client means, the following bodies listed on the ASX market whom GS Ireland has an administrative arrangement to manage the online platform in relation to the employee share scheme:

- (i) Imricor Medical Systems Inc (File Number 4162603)
- (ii) Life360 (File Number 2997918)
- (iii) James Hardie Industries plc (Reg Number 485719)

24-0642

ASX market means the financial market operated by ASX under *Australian Market Licence (ASX Limited) 2002*;

Corporate Client means:

- (b) listed and unlisted bodies who are not incorporated or headquartered in this jurisdiction whom GS Ireland has an administrative arrangement to manage the online platform in relation to the employee share scheme; and
- (c) an ASX Listed Corporate Client.

employee means a current, prospective or former director, employee or associate of a Corporate Client or related body corporate of Corporate Client;

employee share scheme has the meaning under section 1100L(1) of the Act;

ESS interest means an interest in an employee share scheme;

ESS participant means an employee of a Corporate Client who received an ESS interest in an employee share scheme, or which has had an account opened in respect of an actual or prospective ESS interest and whose permanent residence is in this jurisdiction;

financial product advice has the meaning given by section 766B of the Act.

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

this jurisdiction has the meaning given by section 9 of the Act.

Dated this day on 30 July 2024



Signed by Katie Ryder

as a delegate of the Australian Securities and Investment Commission.

24-0643

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

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under s926A(2)(a) of the Act.

Title

2. This instrument is ASIC Instrument 24-0643.

Commencement

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

Exemption

4. Global Shares Inc (**GS Inc**), a corporation registered in Delaware (State File Number: 4135774) is exempt from the requirement to hold an Australian financial services licence under s911A(1) of the Act subject to paragraphs 5 to 7 of this instrument.

Where this instrument applies

5. The exemption in paragraph 4 applies to the following financial services provided to ESS participants by GS Inc during the course of it providing administration services on behalf of the Corporate Client:
 - (a) general financial product advice under s766B of the Act, where:
 - (i) the information provided by GS Inc to ESS participants of a Corporate Client is limited to information on the provision of services by GS Inc in relation to the administration of an employee share scheme as a result of the ESS participant receiving ESS interest offers under an employee share scheme from the Corporate Client;
 - (ii) in the context of GS Inc providing this information it does not reasonably intend to influence a prospective or onboarded ESS participant into making a decision on whether to hold or sell an ESS interest connected with an employee share scheme and the information provided is intended to be informational and factual; and
 - (iii) GS Inc provides a disclaimer to prospective and onboarded ESS participants to the effect that it does not provide investment recommendations or investment advice and that consumers should

24-0643

consider obtaining independent advice before making any financial decisions;

- (b) dealing by arranging to deal under subsection 766C(2) of the Act, where GS Inc's services are limited to:
- (i) providing ESS participants access to the online platform enabling ESS participants to submit sale and purchase requests of ESS interests in their employee share scheme to the Corporate Client whom they are employed by or their nominated broker dealer or investment adviser;
 - (ii) forwarding the requests to sell or purchase ESS interests to the Corporate Client or their nominated broker dealer or investment adviser; and
 - (iii) updating the ESS participant record on the online platform upon receiving written confirmation from the Corporate Client on whether the ESS participant's request to sell or purchase the ESS interest is declined or approved by the Corporate Client or their nominated broker dealer or investment adviser.

Conditions of the Exemption

6. The exemption in paragraph 4 is subject to the following conditions:
- (a) GS Inc remains a body corporate incorporated in Delaware;
 - (b) the total percentage of ESS participants when calculated across all participants of Corporate Clients for which GS Inc provides its services for does not increase beyond 5%;
 - (c) GS Inc does not receive or hold any client money;
 - (d) GS Inc does not receive any commission or fees from ESS participants for this service;
 - (e) GS Inc does not market its services or intentionally induce persons in this jurisdiction to use the services covered under this instrument, beyond its arrangement with the Corporate Client;
 - (f) GS Inc only facilitates the resulting transactions that are approved by the Corporate Client, by updating the approval of the transactions by the Corporate Client on the online platform as well as its own internal records;
 - (g) GS Inc has an Agent at the time it 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;
 - (h) GS Inc does not fail to comply with any written notice given by ASIC directing it to give to ASIC, within the time specified in the notice, a written statement containing specified information about the services under this instrument by GS Inc, as they relate to ESS participants;
 - (i) GS Inc maintains an appropriate and transparent complaints management framework, that is documented and implemented, so that complaints received

24-0643

from ESS participants in connection with the services provided under this instrument are efficiently resolved and redress or remedial action offered where appropriate;

- (j) GS Inc discloses to the ESS participant with words to the effect that while the services provided are administrative in nature and it is not a financial services provider, it may nonetheless be considered to be dealing by arranging under Australian law, for which it has received an exemption from the requirement to hold an Australian financial services licence for these specific services.

Cessation

7. The exemption in paragraph 4 ceases to have effect on the earlier of:
- (a) GS Inc failing to comply with any written notice given by ASIC directing it to give to ASIC, within the time specified in the notice, a written statement containing specified information about the services provided by GS Inc in this jurisdiction that are covered by this instrument;
 - (b) GS Inc being notified in writing by ASIC that it is excluded from relying on this instrument; or
 - (c) GS Inc has notified ASIC that it does not rely on this instrument.

Interpretation

In this instrument:

address means the address of the registered office of GS Inc;

Act means the Corporations Act 2001 (Cth);

Agent means a natural person resident in this jurisdiction or a company, whose name and address were last notified to ASIC by the GS Inc for the purposes of this instrument, and who is authorised to accept on GS Inc's behalf, service of process from ASIC and, in relation to ASIC's requests for information regarding the services provided under this instrument;

Corporate Client means listed and unlisted bodies who are not incorporated or headquartered in this jurisdiction whom GS Inc has an administrative arrangement to manage the online platform in relation to the employee share scheme;

employee share scheme has the meaning under section 1100L(1) of the Act;

ESS interest means an interest in an employee share scheme;

ESS participant means an employee of a Corporate Client who received an ESS interest in an employee share scheme, or which has had an account opened in respect of an actual or prospective ESS interest and whose permanent residence is in this jurisdiction;

employee means a current, prospective or former director, employee or associate of a Corporate Client or related body corporate of Corporate Client;

financial product advice has the meaning given by section 766B of the Act;

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

this jurisdiction has the meaning given by section 9 of the Act.

24-0643

Dated this day on 31 July 2024

A handwritten signature in black ink that reads "K. Ryder". The signature is written in a cursive style.

Signed by Katie Ryder

as a delegate of the Australian Securities and Investment Commission.

24-0645

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

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under s926A(2)(a) of the Act.

Title

2. This instrument is ASIC Instrument 24-0645.

Commencement

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

Exemption

4. Global Shares Execution Services Limited (**GS Execution Services**), a corporation registered in Malta, registration code C 86113, regulated by the Malta Financial Services Authority is exempt from the requirement to hold an Australian financial services licence under s911A(1) of the Act subject to paragraphs 5 to 7 of this instrument.

Where this instrument applies

5. The exemption in paragraph 4 applies to the following financial services provided to ESS participants during the course of GS Execution Services managing and administering employee share schemes on behalf of the Corporate Client:
 - (a) general financial product advice under section 766B of the Act, where;
 - (i) the information provided by GS Execution Services to ESS participants of a Corporate Client is limited to information on the provision of services by GS Execution Services in relation to the management and administration of an employee share scheme as a result of the ESS participant receiving ESS interest offers under an employee share scheme from the Corporate Client;
 - (ii) in the context of GS Execution Services providing this information it does not reasonably intend to influence a prospective or onboarded ESS participant into making a decision on whether to hold or sell an ESS interest connected with an employee share scheme and only provides information intended to be informational and factual; and

24-0645

- (iii) GS Execution Services provides a disclaimer to prospective and onboarded ESS participants to the effect that it does not provide investment recommendations or investment advice, and that consumers should consider obtaining independent advice before making any financial decisions;
- (b) dealing by arranging under subsection 766C(2) of the Act, where:
- (i) GS Execution Services arranges for an ESS participant to acquire or dispose of an ESS interest received or offered from a Corporate Client to the ESS participant or acquired on the market in the context of the ESS participant's employee share scheme; and
 - (ii) the execution of the arrangement is arranged by GS Execution Services at the initiation of the ESS participant, with a broker dealer who is authorised and regulated under Malta regulatory requirements or other applicable regulatory requirements in the relevant jurisdiction of the ESS interest, to provide these services;
- (c) issuing a financial product under subsection 766C of the Act, where:
- (i) the financial product is a foreign exchange contract and GS Execution Services has arranged for this to be issued by a third party who is appropriately authorised to issue foreign exchange contracts in the relevant jurisdiction; and
 - (ii) the issuance of the foreign exchange contract is connected to an ESS interest, former ESS interest or potential ESS interest of the ESS participant or prospective ESS participant.
- (d) custodial services under section 766E of the Act, where:
- (i) the custodial services are limited to an ESS interest issued to an ESS participant by the relevant Corporate Client or acquired on the market in the context of its employee share scheme;
 - (ii) GS Execution Services is only the custodian of record and maintains the sub-accounting and individual customer records but does not hold the legal title to the underlying ESS interest;
 - (iii) ESS participants are not charged a custody fee; and
 - (iv) GS Execution Services, as intermediary, has an arrangement with sub-custodians, who are authorised and regulated to provide custodial services under Malta regulatory requirements as applicable to the relevant jurisdiction of the ESS interest, to provide these services.

24-0645

Conditions of the Exemption

6. The exemption in paragraph 4 is subject to the following conditions:

- (a) GS Execution Services remains licensed and regulated to provide financial services in Malta by the Malta Financial Services Authority under MiFID II;
- (b) GS Execution Services is a body corporate incorporated in Malta;
- (c) the financial services provided under this instrument by GS Execution Services to ESS Participants complies with Malta regulatory requirements, as applicable;
- (d) the total percentage of ESS participants when calculated across all participants of Corporate Clients for which GS Execution Services provides its services for does not increase beyond 5%;
- (e) GS Execution Services has an Agent at the time it 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;
- (f) GS Execution Services does not fail to comply with any written notice given by ASIC directing GS Execution Services to give to ASIC, within the time specified in the notice, a written statement containing specified information about the services under this instrument by GS Execution Services, as they relate to ESS participants;
- (g) GS Execution Services maintains an appropriate and transparent complaints management framework, that is consistent with Malta regulatory requirements, as applicable;
- (h) Fees charged for the services, including any fees paid to any third parties, are disclosed to ESS participants prior to them accepting GS Execution Services and are reasonable to the scope of services;
- (i) GS Execution Services provides the following disclosure to ESS participants before creating a GS Execution Services account with them:
 - (i) an overview of the financial services covered by this instrument that GS Execution Services may provide to the ESS participant, noting the services are limited under this instrument as it is not otherwise authorised to provide financial services within the jurisdiction of Australia;
 - (ii) a summary of the commission or other payments received by GS Execution Services in relation to the sale of ESS interests facilitated for ESS participants;
 - (iii) information regarding the quarterly statements that each ESS participant will receive relating to the ESS interests that GS Execution Services has arranged to be held on behalf of each ESS participant; and
 - (iv) information on the various ways an ESS participant can raise a complaint, both internally and externally in relation to the financial services provided by GS Execution Services;
- (j) GS Execution Services complies with all European Union and Malta regulatory requirements, as applicable, in respect of money held for an ESS participant as a result of the sale or purchase of an ESS interest.

24-0645

- (k) GS Execution Services does not market its services to Corporate Clients in this jurisdiction or intentionally induce persons in this jurisdiction to use the services covered under this instrument, beyond its arrangement with the Corporate Client.

Cessation

7. The exemption in paragraph 4 ceases to have effect on the earlier of:
- (a) GS Execution Services failing to comply with any written notice given by ASIC directing it to give to ASIC, within the time specified in the notice, a written statement containing specified information about the financial service business operated by GS Execution Services in this jurisdiction;
 - (b) GS Execution Services being notified in writing by ASIC that it is excluded from relying on this instrument; or
 - (c) GS Execution Services has notified ASIC that it does not rely on this instrument.

Interpretation

In this instrument:

address, means the address of the registered office of GS Execution Services;

Act means the Corporations Act 2001 (Cth);

Agent means a natural person resident in this jurisdiction or a company, whose name and address were last notified to ASIC by the GS Execution Services for the purposes of this instrument, and who is authorised to accept on GS Execution Service's behalf, service of process from ASIC and, in relation to ASIC's requests for information regarding the services provided under this instrument;

Corporate Client, means listed and unlisted bodies who are not incorporated or headquartered in this jurisdiction whom GS Execution Services has an arrangement with to manage and administer employee share schemes on behalf of the Corporate Client for ESS participants;

employee share scheme, has the meaning under section 1100L(1) of the Act;

ESS interest, means an interest in an employee share scheme;

ESS participant, means an employee of a Corporate Client who has received an ESS interest in an employee share scheme, or which has had an account opened in respect of an actual or prospective ESS interest and whose permanent residence is in this jurisdiction;

employee, means a current, prospective or former director, employee or associate of a Corporate Client or a related body corporate of a Corporate Client;

financial product advice has the meaning given by section 766B of the Act;

Malta regulatory requirements means all rules that apply in relation to the financial services including any applicable:

- (a) legislation, instruments made under that legislation and any relevant policies or other documents (however described) issued by the Malta Financial Services Authority; and

24-0645

(b) rules, policies, instruments or other documents (however described) of the European Union, including any directives issued.

MiFID II means the Markets in Financial Instruments Directive 2014/65/EU and any further directive that amends or replaces this directive by the European Union.

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

securities has the meaning given by section 761A of the Act;

this jurisdiction has the meaning given by section 9 of the Act.

Dated this day on 30 July 2024



Signed by Katie Ryder

as a delegate of the Australian Securities and Investment Commission.

24-0646

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

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under s926A(2)(a) of the Act.

Title

2. This instrument is ASIC Instrument 24-0646

Commencement

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

Exemption

4. Global Shares Financial Services Inc (**GS Financial Services**), a corporation registered in Delaware, United States (State of Delaware File Number: 5979080), regulated by the SEC is exempt from the requirement to hold an Australian financial services licence under subsection 911A(1) of the Act subject to paragraphs 5 and 8 to 10 of this instrument.
5. The exemption in paragraph 4 ceases to apply on completion of the transfer of the ESS business of GS Financial Services to J.P.Morgan Securities LLC (**JPMS**), a corporation registered in Delaware, United States (State of Delaware File Number: 2068672), regulated by the SEC.
6. JPMS is exempt from the requirement to hold an Australian financial services licence under subsection 911A(1) of the Act on and from completion of the transfer of the ESS business of GS Financial Services to JPMS.
7. The exemption in paragraph 6 applies subject to the following:
 - (a) completion of the transfer of the ESS business occurring on or before 30 June 2025;
 - (b) JPMS notifying ASIC in writing no more than 2 days after completion of the transfer of the ESS business that completion of the transfer of the ESS business has occurred and of the date of completion;
 - (c) the circumstances and conditions in paragraphs 8 to 10 (and the definitions in this instrument as they apply to those paragraphs) applying as if:

24-0646

- (i) references to “GS Financial Services” were references to “JPMS”; and
- (ii) references to “paragraph 4” were references to “paragraph 6”.

Where this instrument applies

8. The exemption in paragraph 4 applies to the following financial services provided to ESS participants during the course of GS Financial Services managing and administering employee share schemes on behalf of the Corporate Client:

- (a) general financial product advice under section 766B of the Act, where;
 - (i) the information provided by GS Financial Services to ESS participants of a Corporate Client is limited to information on the provision of services by GS Financial Services in relation to the management and administration of an employee share scheme as a result of the ESS participant receiving ESS interest offers under an employee share scheme from the Corporate Client;
 - (ii) in the context of GS Financial Services providing this information it does not reasonably intend to influence a prospective or onboarded ESS participant into making a decision on whether to hold or sell an ESS interest connected with an employee share scheme and only provides information intended to be informational and factual; and
 - (iii) GS Financial Services provides a disclaimer to prospective and onboarded ESS participants to the effect that it does not provide investment recommendations or investment advice, and that consumers should consider obtaining independent advice before making any financial decisions;
- (b) dealing by arranging under subsection 766C(2) of the Act, where;
 - (i) GS Financial Services arranges for an ESS participant to acquire or dispose of an ESS interest received or offered from a Corporate Client to the ESS participant or acquired on the market in the context of the ESS participant’s employee share scheme; and
 - (ii) the execution of the arrangement is arranged by GS Financial Services at the initiation of the ESS participant, with a registered broker dealer who is authorised and regulated under US regulatory requirements or other applicable regulatory requirements in the relevant jurisdiction of the ESS interest, to provide these services;
- (c) issuing a financial product under subsection 766C of the Act, where;

24-0646

- (i) the financial product is a foreign exchange contract and GS Financial Services has arranged for this to be issued by a third party who is appropriately authorised to issue foreign exchange contracts in the relevant jurisdiction; and
 - (ii) the issuance of the foreign exchange contract is connected to an ESS interest, former ESS interest or potential ESS interest of the ESS participant or prospective ESS participant.
- (d) custodial services under section 766E of the Act, where;
- (i) the custodial services are limited to an ESS interest issued to an ESS participant by the relevant Corporate Client or acquired on the market in the context of its employee share scheme;
 - (ii) GS Financial Services is only the custodian of record and maintains the sub-accounting and individual customer records but does not hold the legal title to the underlying ESS interest;
 - (iii) ESS participants are not charged a custody fee; and
 - (iv) GS Financial Services, as intermediary, has an arrangement with sub-custodians, who are authorised and regulated to provide custodial services under US regulatory requirements or other applicable regulatory requirements in the relevant jurisdiction of the ESS interest, to provide these services.

Conditions of the Exemption

9. The exemption in paragraph 4 is subject to the following conditions:

- (a) GS Financial Services remains 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 its examining authority;
- (b) GS Financial Services is either a body corporate incorporated in the US or a State of the US;
- (c) the financial services provided under this instrument by GS Financial Services to ESS Participants complies with the US regulatory requirements;
- (d) the total percentage of ESS participants when calculated across all participants of Corporate Clients for which GS Financial Services provides its services for does not increase beyond 5%;
- (e) GS Financial Services has an Agent at the time it 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;

24-0646

- (f) GS Financial Services does not fail to comply with any written notice given by ASIC directing GS Financial Services to give to ASIC, within the time specified in the notice, a written statement containing specified information about the services under this instrument by GS Financial services, as they relate to ESS participants;
- (g) GS Financial Services maintains an appropriate and transparent complaints management framework, that is consistent with US regulatory requirements;
- (h) Fees charged for the services, including any fees paid to any third parties, are disclosed to ESS participants prior to them accepting GS Financial Services and are reasonable to the scope of services;
- (i) GS Financial Services provides the following disclosure to ESS participants before creating a GS Financial Services account with them:
 - (i) an overview of the financial services covered by this instrument that GS Financial Services may provide to the ESS participant, noting the services are limited under this instrument as it is not otherwise authorised to provide financial services within the jurisdiction of Australia;
 - (ii) a summary of the commission or other payments received by GS Financial Services in relation to the sale of ESS interests facilitated for ESS participants;
 - (iii) information regarding the quarterly statements that each ESS participant will receive relating to the ESS interests that GS Financial Services has arranged to be held on behalf of each ESS participant; and
 - (iv) information on the various ways an ESS participant can raise a complaint, both internally and externally with SEC and FINRA in relation to the financial services provided by GS Financial Services;
- (j) GS Financial Services complies with US regulatory requirements in respect of money held for an ESS participant as a result of the sale or purchase of an ESS interest.
- (k) GS Financial Services does not market its services to Corporate Clients in this jurisdiction or intentionally induce persons in this jurisdiction to use the services covered under this instrument, beyond its arrangement with the Corporate Client.

Cessation

10. The exemption in paragraph 4 ceases to have effect on the earlier of:
- (a) GS Financial Services failing to comply with any written notice given by ASIC directing it to give to ASIC, within the time specified in the notice, a written statement containing specified information about the financial service business operated by GS Financial Services in this jurisdiction;
 - (b) GS Financial Services being notified in writing by ASIC that it is excluded from relying on this instrument; or
 - (c) GS Financial Services has notified ASIC that it does not rely on this instrument.

24-0646

Interpretation

In this instrument:

address, means the address of the registered office of GS Financial Services;

Act means the Corporations Act 2001 (Cth);

Agent means a natural person resident in this jurisdiction or a company, whose name and address were last notified to ASIC by the GS Financial Services for the purposes of this instrument, and who is authorised to accept on GS Financial Services' behalf, service of process from ASIC and, in relation to ASIC's requests for information regarding the services provided under this instrument;

Corporate Client, means listed and unlisted bodies who are not incorporated or headquartered in this jurisdiction whom GS Financial Services has an arrangement with to manage and administer employee share schemes on behalf of the Corporate Client for ESS participants;

employee share scheme, has the meaning under section 1100L(1) of the Act;

ESS business means the business of managing and administering employee share schemes on behalf of Corporate Clients.

ESS interest, means an interest in an employee share scheme;

ESS participant, means an employee of a Corporate Client who has received an ESS interest in an employee share scheme, or which has had an account opened in respect of an actual or prospective ESS interest and whose permanent residence is in this jurisdiction;

employee, means a current, prospective or former director, employee or associate of a Corporate Client or a related body corporate of a Corporate Client;

examining authority, means a self-regulatory organisation to which the GS Financial Services belongs which has not been relieved of responsibility relating to GS Financial Services under section 17(d)(1)(A) of the Exchange Act in any respect;

Exchange Act means the Securities and Exchange Act of 1934 of the US;

financial product advice has the meaning given by section 766B of the Act;

FINRA means the Financial Industry Regulation Authority;

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

registered broker dealer means a broker or dealer registered under section 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 section 203(c) of the Investment Advisers Act of 1940 of the US;

SEC means the Securities and Exchange Commission of the US;

securities has the meaning given by section 761A of the Act;

this jurisdiction has the meaning given by section 9 of the Act.

US means the United States of America;

US regulatory requirements means all rules that apply in relation to the financial services including any applicable:

24-0646

- (a) legislation, instruments made under that legislation and any relevant policies or other documents (however described) issued by the SEC; and
- (b) rules, policies or other documents (however described) of FINRA.

Dated this day on 2nd August 2024



Signed by Katie Ryder

as a delegate of the Australian Securities and Investment Commission.

[24-0658]

**Australian Securities and Investments Commission
Corporations Act 2001 — s926A(2)(a) — Exemption****Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under s926A(2)(a) of the *Corporations Act 2001* (the **Act**).

Title

2. This instrument is ASIC Instrument 24-0658.

Commencement

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

Exemption

4. ASIC exempts Nuveen Alternatives Advisors LLC, a limited liability company incorporated under the laws of the US, and registered with the US Securities and Exchange Commission under file number 801-74475 (the *body*), from the requirement to hold an Australian financial services (*AFS*) licence, in the case specified in Schedule A.

Cessation

5. The exemption in paragraph 4 ceases to have effect on the earlier of:
 - (a) Subparagraph 1(3) of Schedule 2 of the *ASIC Corporations (Repeal and Transitional) Instrument 2016/396* as amended from time to time, ceasing to have effect in relation to the relief that was provided under ASIC Class Order [CO 03/1100] *US SEC regulated financial services providers*; or
 - (b) the body not complying with any written notice given by ASIC directing the body to give to ASIC, within the time specified in the notice, a written statement containing specified information about the financial service business operated by the body in this jurisdiction; or
 - (c) the body being notified in writing by ASIC that it is excluded from relying on this instrument.

Schedule A

1. The exemption in paragraph 4 of this instrument applies where all of the following apply:
 - (a) the body is:

[24-0658]

- (i) a registered broker dealer that is a member of the Securities Investor Protection Corporation established under the *Securities Investor Protection Act 1970* (US) and that is a member of FINRA and FINRA is the body's examining authority; or
 - (ii) 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) a registered investment adviser;
- (b) the body is either:
- (i) a body corporate incorporated in the US or a State of the US; or
 - (ii) a partnership formed in the US or a State of the US;
- (c) the body:
- (i) is registered under Div 2 of Pt 5B.2 of the Act; or
 - (ii) has an Agent at the time the body 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) the body's primary business is the provision of financial services;
- (e) neither the body nor its Agent has been notified by ASIC that the body is excluded from relying on this instrument;
- (f) if the body becomes aware or should reasonably have become aware of matters that give it reason to believe that it has failed, other than in an immaterial respect, to comply with a requirement set out in Schedule B:
- (i) 15 business days have not passed since the body became so aware or should reasonably have become so aware without the body providing full particulars of the failure to ASIC (to the extent that the body knows those particulars or would have known them if it had undertaken reasonable enquiries); and
 - (ii) 30 business days have not passed from ASIC receiving those particulars from the body without ASIC notifying the body that it may continue to rely on this instrument; and
- (g) the body has not notified ASIC that it will not rely on this instrument.
2. Where the body provides any of the following financial services (the *financial services*) in this jurisdiction to wholesale clients (and the body is authorised under US regulatory requirements to provide the financial service in the US):

[24-0658]

- (a) providing financial product advice;
- (b) dealing in a financial product;

in respect of any of the following financial products (and in respect of which the body is authorised under US regulatory requirements to provide financial services in the US):

- (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 Ch 5C of the Act.

3. Where the body has provided ASIC with all of the following:

- (a) evidence and submissions that paragraph 1(a) of Schedule A is satisfied;
- (b) a notice that it will provide financial services in this jurisdiction in reliance on this instrument;
- (c) a deed of the body for the benefit of and enforceable by ASIC and the other persons referred to in s659B(1) of the Act that applies notwithstanding that the body 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; and
 - (ii) the body submits to the non-exclusive jurisdiction of the Australian courts in legal proceedings conducted by ASIC (including under s50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in s659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise; and
 - (iii) the body covenants to comply with any order of an Australian court in respect of any matter relating to the provision of the financial services; and
 - (iv) if the body is not registered under Division 2 of Part 5B.2 of the Act, service of process on the body in relation to legal proceedings conducted by ASIC (including under s50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to

[24-0658]

in s659B(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; and

- (v) the body 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 the body;
- (d) 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 has that relates to the body. The consents must be in such form (if any) as ASIC specifies in writing.

Schedule B

1. The body must provide each of the financial services in this jurisdiction in a manner which would comply, so far as is possible, with the US regulatory requirements if the financial service were provided in the US in like circumstances.
2. The body must:
 - (a) notify ASIC, as soon as practicable and in any event within 15 business days after the body became 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:
 - (i) each significant change to, including the termination of, the registration as a registered broker dealer or a registered investment adviser applying to the body relevant to the financial services the body provides or intends to provide in this jurisdiction; and
 - (ii) each significant particular exemption or other relief which the body obtains from the US regulatory requirements relevant to the financial services the body provides or intends to provide in this jurisdiction; and
 - (iii) each action or investigation of the following kinds taken by the SEC or other overseas regulatory authority against the body in a foreign jurisdiction in relation to financial services provided in the foreign jurisdiction:
 - (A) significant enforcement action;
 - (B) significant disciplinary action;
 - (C) significant investigation (unless, after having taken reasonable steps to enable notification to be given to ASIC, the body is prohibited by law from giving such notification but only to the extent of the prohibition); and

[24-0658]

- (b) provide written disclosure to all persons to whom the financial services are provided in this jurisdiction (before the financial services are provided) containing prominent statements to the following effect:
 - (i) the body is exempt from the requirement to hold an AFS licence under the Act in respect of the financial services; and
 - (ii) the body is regulated by the SEC under US laws, which differ from Australian laws.
- (c) if ASIC gives the body a written notice directing the body to lodge with ASIC, within the time specified in the notice, a written statement containing specified information about any financial service provided by the body in this jurisdiction—comply with the notice.

Interpretation

In this instrument:

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 the body for the purposes of this instrument, and who is authorised to accept on the body's behalf, service of process from ASIC and, in relation to proceedings relating to a financial services law, from any person referred to in s659B(1) of the Act;

ASIC Act means the *Australian Securities and Investments Commission Act 2001*;

dealing has the meaning given by s9 of the Act;

derivative has the meaning given by section 761D of the Act;

examining authority, in relation to the body, means a self-regulatory organisation to which the body belongs which has not been relieved of the responsibility relating to the body under s17(d)(1)(A) of the Exchange Act in any respect;

Exchange Act means the *Securities and Exchange Act 1934 (US)*;

financial product has the meaning given by s9 of the Act;

financial product advice has the meaning given by s766B of the Act;

financial services law has the meaning given by s761A of the Act;

FINRA means the Financial Industry Regulation Authority of the US;

[24-0658]

foreign exchange contract has the meaning given by s761A of the Act;

interest in a managed investment scheme has the meaning given by s9 of the Act;

managed investment product has the meaning given by s9 of the Act;

managed investment scheme has the meaning given by s9 of the Act;

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 s15(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 s203(c) of the *Investment Advisers Act 1940* (US);

representative has the meaning given by s9 of the Act;

SEC means the Securities and Exchange Commission of the US;

securities has the meaning given by s9 of the Act;

US means the United States of America;

US regulatory requirements means the rules that apply in relation to the 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 the body is covered by subparagraph (a)(i) of Schedule A but not subparagraphs (a)(ii) or (iii) of that Schedule—any applicable rules, policies or other documents (however described) of FINRA; and

wholesale client has the meaning given in s761G of the Act.

Dated this 21st day of August 2024



signed by Avinash Rao
as a delegate of the Australian Securities and Investments Commission

24-0677

**Australian Securities and Investments Commission
Corporations Act 2001 — s926A(2)(a) — Exemption****Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under s926A(2)(a) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 24-0677.

Commencement

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

Cessation

4. The exemption in paragraph 5 ceases to have effect on the earlier of:
 - (a) The expiration date specified in sub-paragraph 1(3) of Schedule 2 of the *ASIC Corporations (Repeal and Transitional) Instrument 2016/396* ceasing to have effect in relation to the relief that was provided under ASIC Class Order [CO 03/1102] *Singapore MAS regulated financial service providers*; or
 - (b) Alto Partners Pte. Ltd., a body corporate incorporated in Singapore with registered company number 201318750H (the *body*) failing to comply with any written notice given by ASIC directing the body to give to ASIC, within the time specified in the notice, a written statement containing specified information about the financial service business operated by the body in this jurisdiction; or
 - (c) The body being notified in writing by ASIC that it is excluded from relying on the instrument.

Exemption

5. ASIC exempts the body from the requirement to hold an Australian financial services (*AFS*) licence in the case referred to in Schedule A.

Schedule A

1. The exemption in paragraph 5 of this instrument applies where all of the following apply:
 - (a) the body has a current capital market services licence granted by the Monetary Authority of Singapore (*MAS*) under section 86 of the Securities and Futures Act;
 - (b) the body is either a body corporate incorporated in Singapore or a partnership formed in Singapore;

24-0677

- (c) the body:
 - (i) is registered under Division 2 of Part 5B.2 of the Act; or
 - (ii) has an Agent at the time the body 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) the body's primary business is the provision of financial services;
 - (e) neither the body nor its Agent has been notified by ASIC that the body is excluded from relying on this instrument;
 - (f) if the body becomes aware or should reasonably have become aware of matters that give it reason to believe that it has failed, other than in an immaterial respect, to comply with a requirement set out in Schedule B:
 - (i) 15 business days have not passed since the body became so aware or should reasonably have become so aware without the body providing full particulars of the failure to ASIC (to the extent that the body knows those particulars or would have known them if it had undertaken reasonable enquiries); and
 - (ii) 30 business days have not passed from ASIC receiving those particulars from the body without ASIC notifying the body that it may continue to rely on this instrument; and
 - (g) the body has not notified ASIC that it will not rely on this instrument.
2. Where the body provides any of the following financial services (the *financial services*) in this jurisdiction to wholesale clients:
- (a) providing financial product advice; or
 - (b) dealing in a financial product,
- in respect of any of the following financial products:
- (c) derivatives;
 - (d) foreign exchange contracts;
 - (e) securities;
 - (f) managed investment products; or
 - (g) interests in a managed investment scheme not required to be registered under Chapter 5C of the Act.
3. Where the body has provided ASIC with all of the following:
- (a) evidence that paragraphs 1(a) and 1(b) of Schedule A are satisfied;
 - (b) a notice that it will provide financial services in this jurisdiction in reliance on this instrument;

24-0677

- (c) a deed of the body 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 the body 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; and
 - (ii) the body 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; and
 - (iii) the body covenants to comply with any order of an Australian court in respect of any matter relating to the provision of the financial services; and
 - (iv) if the body is not registered under Division 2 of Part 5B.2 of the Act, service of process on the body 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; and
 - (v) the body covenants that, on written request of either MAS or ASIC, it will give or vary written consent and take all other practicable steps to enable and assist MAS to disclose to ASIC and ASIC to disclose to MAS any information or document that MAS or ASIC has that relates to the body; and
- (d) written consents to the disclosure by MAS to ASIC and ASIC to MAS of any information or document that MAS or ASIC has that relates to the body (being consents in such form (if any) as ASIC specifies in writing).

Schedule B

The body must:

1. provide each of the financial services in this jurisdiction in a manner which would comply, so far as is possible, with the Singapore regulatory requirements if the financial service were provided in Singapore in like circumstances; and
2. The body must:
 - (a) notify ASIC, as soon as practicable and in any event within 15 business days after the body became 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:
 - (i) each significant change to, including the termination of, the capital markets licence as a financial institution applying to the body relevant to the financial services the body provides or intends to provide in this jurisdiction; and

24-0677

- (ii) each significant particular exemption or other relief which the body obtains from the Singapore regulatory requirements relevant to the financial services the body provides or intends to provide in this jurisdiction; and
 - (iii) each action or investigation of the following kinds taken by MAS or other overseas regulatory authority against the body in a foreign jurisdiction in relation to financial services provided in the foreign jurisdiction:
 - (A) significant enforcement action;
 - (B) significant disciplinary action;
 - (C) significant investigation (unless, after having taken reasonable steps to enable notification to be given to ASIC, the body is prohibited by law from giving such notification but only to the extent of the prohibition); and
- (b) provide written disclosure to all persons to whom the financial services are provided in this jurisdiction (before the financial services are provided) containing prominent statements to the following effect:
- (i) the body is exempt from the requirement to hold an Australian financial services licence under the Act in respect of the financial services; and
 - (ii) the body is regulated by MAS under Singapore laws, which differ from Australian laws; and
3. If ASIC gives the body a written notice directing the body to lodge with ASIC, within the time specified in the notice, a written statement containing specified information about any financial service provided by the body in this jurisdiction—comply with the notice.

Interpretation

In this instrument:

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 the body for the purposes of this instrument, and who is authorised to accept on the body's behalf, service of process from ASIC and, in relation to proceedings relating to a financial services law, from any person referred to in s659B(1) of the Act;

ASIC Act means the *Australian Securities and Investments Commission Act 2001*;

capital markets services licence means a capital markets services licence granted by MAS under section 86 of the Securities and Futures Act;

dealing has the meaning given by s9 of the Act;

financial product has the meaning given by s9 of the Act;

24-0677

financial product advice has the meaning given by s766B of the Act;

financial services law has the meaning given by s761A of the Act;

interest in a managed investment scheme has the meaning given by s9 of the Act;

managed investment products has the meaning given by s9 of the Act;

managed investment scheme has the meaning given by s9 of the Act;

MAS means the Monetary Authority of Singapore;

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

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

securities has the meaning given by s9 of the Act;

Securities and Futures Act means the *Securities and Futures Act 2001* (Cap. 289) of Singapore;

Singapore 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 MAS; and

wholesale client has the meaning given in s761G of the Act.

Dated this 22nd day of August 2024



Signed by Avinash Rao
as a delegate of the Australian Securities and Investments Commission

24-0684

NOTICE UNDER SECTION 915F OF THE CORPORATIONS ACT 2001

Notice is given under s915F of the Corporations Act 2001 that the Australian Securities and Investments Commission has taken the action set out in the Notice below, which action took effect on 15 August 2024.

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION**CORPORATIONS ACT 2001 SECTION 915B****NOTICE OF CANCELLATION OF AUSTRALIAN FINANCIAL SERVICES LICENCE**

To: Australasian Capital Pty Ltd ACN 143 093 832

Under s915B(3) of the *Corporations Act 2001*, the Australian Securities and Investments Commission hereby cancels Australian financial services licence number 384503 held by Australasian Capital Pty Ltd ACN 143 093 832.

Dated this 15th day of August 2024

Signed:



Peter Komorowski
Delegate of the Australian Securities and Investments Commission

24-0689

NOTICE UNDER SECTION 915F OF THE CORPORATIONS ACT 2001

Notice is given under section 915F of the Corporations Act 2001 that the Australian Securities and Investments Commission has taken the action set out in the Notice below, which action took effect on 16 August 2024.

Australian Securities and Investments Commission

Variation of notice of cancellation of Australian financial services licence

To: Octillion Partners Pty Ltd ACN 105 085 612

Under s915C(1) of the Corporations Act 2001 the Australian Securities and Investments Commission hereby varies the Notice of Cancellation of Australian Financial Services Licence dated 7 May 2024 given to Octillion Partners Pty Ltd ACN 105 085 612 in respect of Australian Financial Services Licence number 289621 by replacing the date "16 August 2024" with the date "16 October 2024".

Dated this 16th day of August 2024



Signed

Phillip Mines
Delegate of the Australian Securities and Investments Commission

24-0692



Australian Government
Takeovers Panel

**CORPORATIONS ACT
SECTION 657A
DECLARATION OF UNACCEPTABLE CIRCUMSTANCES**

SEQUOIA FINANCIAL GROUP LIMITED

BACKGROUND

1. Sequoia Financial Group Limited (**Sequoia**) is an ASX-listed company (ASX code: SEQ).
2. As at 15 May 2024, the directors of Sequoia are Mr Charles Sweeney (non-executive chairman), Mr John Larsen (non-executive director), Mr Kevin Pattison (non-executive director) and Mr Garry Crole (CEO and managing director).¹
3. Sequoia has 131,507,791 voting shares on issue.²
4. Mr Anthony Jones and his controlled entities listed below (together, **A. Jones Group**) have a relevant interest in 17,019,470 Sequoia shares (12.94% of the issued voting shares), held as follows:
 - (a) 817,620 Sequoia shares (0.62% of the issued voting shares) held by Tarakita Pty Ltd <Jones Property A/C> (**Tarakita**)³
 - (b) 8,847,004 Sequoia shares (6.73% of the issued voting shares) held by Cojones Pty Ltd <Jones Family No 2 A/C> (**Cojones**)⁴
 - (c) 1,549,952 Sequoia shares (1.18% of the issued voting shares) held in his personal capacity
 - (d) 3,564,894 Sequoia shares (2.71% of the issued voting shares) held by Toclo Investments Pty Ltd <TLC Investment A/C> (**Toclo**)⁵ and
 - (e) 2,240,000 Sequoia shares (1.70% of the issued voting shares) held by Vonetta Pty Ltd <TRBC S/F A/C> (**Vonetta**).⁶

¹ On 16 May 2024 (being the day after the date of the application), Sequoia announced that John Larsen had resigned effective immediately

² All figures are as at 15 May 2024 unless otherwise stated

³ Anthony Jones is the sole shareholder and sole director of Tarakita

⁴ Anthony Jones is the sole shareholder and sole director of Cojones

⁵ Anthony Jones is the sole shareholder and sole director of Toclo

⁶ Anthony Jones is a 50% shareholder and a director of Vonetta

24-0692

5. Mr Brent Jones is the son of Anthony Jones.
6. Brent Jones and his controlled entity Unrandom Pty Ltd (**Unrandom**)⁷ have a relevant interest in 10,724,746 Sequoia shares (8.15% of the issued voting shares).
7. Anthony Jones and Brent Jones were the directors and shareholders of InterPrac Ltd (**InterPrac**). Sequoia acquired InterPrac in 2017. Following the sale, Brent Jones became a management employee of the Sequoia group as the head of Sequoia's professional services division.⁸
8. Brent Jones assists Anthony Jones in the administration of A. Jones Group's holdings.
9. Brent Jones is also a director of Vonetta.
10. Mr Michael Glennon is the Chairman of Glennon Small Companies Limited (**GCI**), an ASX-listed investment company for which Glennon Capital Pty Ltd acts as investment manager (together, **Glennon Capital**).
11. Glennon Capital has a relevant interest in 8,644,723 Sequoia shares (6.57% of the issued voting shares).
12. On 14 June 2023, Brent Jones sent an email to the non-executive directors of Sequoia, copied to Anthony Jones, stating (among other things) that he no longer supported Garry Crole acting as CEO. Anthony Jones sent a 'reply all' email indicating he agreed with Brent Jones's email.
13. On 13 March 2024, Michael Glennon contacted Brent Jones via telephone outlining his intention to remove Garry Crole as CEO of Sequoia and to change the board structure. Brent Jones suggested that Michael Glennon should discuss his proposed strategy with Anthony Jones. Further text message and email correspondence was exchanged between Brent Jones, Anthony Jones and Michael Glennon from this time through to May 2024.
14. On 15 March 2024, Michael Glennon told Charles Sweeney in a telephone call that he was "*close to owning 5% of Sequoia and that when he does he is going to call a shareholder meeting to vote Garry out.*" Michael Glennon also said he "*has spoken to a large proportion (around 40%) of our share register and believes he has their support.*"

CIRCUMSTANCES

15. On 31 March 2024, Brent Jones signed a consent to act as a director of Sequoia.
16. On 3 April 2024, Cojones, Attenov Pty Ltd as trustee for the Vonetta Superannuation Fund, Vonetta, Glennon Capital and Anthony Jones (the **Requisitioning**

⁷ Brent Jones is a 50% shareholder and a director of Unrandom

⁸ Until 9 May 2024, when Sequoia suspended Brent Jones's employment. On 13 June 2024, Brent Jones's employment with Sequoia ceased

24-0692

- Shareholders**) gave a section 203D notice to Sequoia, stating their intention to move resolutions for the removal of Garry Crole and Kevin Pattison as directors of Sequoia.
17. On 4 April 2024, Michael Glennon sent an email to Garry Crole and Charles Sweeney attaching the following documents:
 - (a) a section 249D notice signed by the Requisitioning Shareholders, requesting a general meeting of Sequoia's members to consider resolutions to appoint Brent Jones and Peter Brook as directors of Sequoia and to remove Garry Crole and Kevin Pattison as directors of Sequoia (**Section 249D Notice**)
 - (b) the consent to act as a director of Sequoia signed by Brent Jones and dated 31 March 2024
 - (c) a consent to act as a director of Sequoia signed by Peter Brook and dated [blank day] April 2024 and
 - (d) an unsigned page commencing "*Dear Shareholders*" (**Statement by Requisitioning Shareholders**).
 18. The Statement by Requisitioning Shareholders contains statements about plans and objectives that "*we*" have for changes to the business and governance of Sequoia, including that "*The new directors will improve corporate governance and ensure the significant cash balance available to Sequoia doesn't result in a repeat of the acquisitions like Sharecafe.*" The statement also includes biographical information about "*our proposed directors*", namely Peter Brook and Brent Jones.
 19. On 10 April 2024, a notice of initial substantial holder (**Requisitionists' Form 603**) was sent to Sequoia naming the Requisitioning Shareholders as having become substantial holders of Sequoia on 2 April 2024 and stating an association between them "*because all holders are acting in concert to seek to compel the directors of SEQ (under Section 203D [sic] of the Corporations Act) to convene a meeting of SEQ's members to consider resolutions to remove Mr Garry Crole and Mr Kevin Pattison as directors of SEQ*".
 20. Brent Jones and Unrandom were not included in the list of associates.
 21. The Requisitionists' Form 603 stated that:
 - (a) the Requisitioning Shareholders had voting power in 13,970,308 Sequoia shares (10.65% of the issued voting shares) and
 - (b) Glennon Capital Pty Ltd acquired 3,240,042 shares in Sequoia (2.47% of the issued voting shares) on behalf of GC1 in the period of 26 February 2024 to 21 March 2024.

24-0692

22. The Requisitionists' Form 603 did not disclose the A. Jones Group shares in Sequoia held by Toclo and Tarakita.⁹
23. On 24 April 2024, in response to the Section 249D Notice, Sequoia's directors called a general meeting of members to be held on 4 June 2024 (**Meeting**)¹⁰.
24. On 14 May 2024, a notice of change of interests of substantial holder (**Requisitionists' Form 604**) was received by Sequoia, given on behalf of the Requisitioning Shareholders stating that there was a change in interests on 10 May 2024. The Requisitionists' Form 604 stated that:
 - (a) the Requisitioning Shareholders had voting power in 21,236,424 Sequoia shares (16.15% of the issued voting shares)¹¹
 - (b) the following changes in relevant interests had occurred via on market purchases:
 - (i) between 4 April 2014 and 10 May 2024, Glennon Capital Pty Ltd as investment manager for GC1 had acquired 5,210,041 Sequoia shares
 - (ii) on 13 May 2024, Cojones had acquired 1,056,075 Sequoia shares and
 - (iii) on 13 May 2024, Vonetta had acquired 1,000,000 Sequoia shares.
25. On 14 and 15 May 2024, Glennon Capital acquired 218,762 and 3,500 Sequoia shares respectively (together with the Sequoia shares referred to in paragraph 24(b), the **Relevant Shares**)¹².
26. On 5 June 2024, the Meeting occurred at which none of the four resolutions were passed.¹³
27. On 7 June 2024, A. Jones Group and Glennon Capital each lodged substantial holder notices noting that they had ceased to be associated with each other following the Meeting and disclosing voting power of 12.90% and 6.56% respectively.

Association

28. Considering the whole of the material, and drawing appropriate inferences, the Panel considers that:

⁹ This is admitted to have been an error and was corrected on 7 June 2024

¹⁰ The Meeting was subsequently rescheduled to 5 June 2024 at the request of the Panel in connection with the undertakings announced in its media release of 3 June 2024

¹¹ The Requisitionists' Form 603 did not disclose the A. Jones Group shares in Sequoia held by Toclo and Tarakita: see footnote 9

¹² The Relevant Shares represent approximately 5.69% of the issued voting shares

¹³ In accordance with undertakings accepted by the Panel as announced in its media release of 3 June 2024, Sequoia disregarded the exercise of voting rights attached to the Relevant Shares at the Meeting. None of the resolutions at the Meeting would have been passed even if the disregarded votes attached to the Relevant Shares had been included in the polling of shareholders

24-0692

- (a) the association between the Requisitioning Shareholders went beyond convening the Meeting¹⁴ and extended to their being associated also in relation to voting at the Meeting
- (b) by no later than 31 March 2024,¹⁵ for the purpose of controlling or influencing the composition of Sequoia's board and the conduct of Sequoia's affairs:
 - (i) Brent Jones and Anthony Jones
 - (A) had a relevant agreement and became associated under section 12(2)(b) or
 - (B) were acting in concert in relation to Sequoia's affairs and became associated under section 12(2)(c) and
 - (ii) Brent Jones and Glennon Capital
 - (A) had a relevant agreement and became associated under section 12(2)(b) or
 - (B) were acting in concert in relation to Sequoia's affairs and became associated under section 12(2)(c).

Contraventions of section 606

29. As a result of the acquisition of the Relevant Shares, the combined voting power of Unrandom, A. Jones Group and Glennon Capital in Sequoia increased from approximately 22.20% to approximately 27.84%¹⁶. None of the exceptions in section 611 applied and accordingly section 606 was contravened by each of Glennon Capital, Cojones and Vonetta.

Contravention of section 671B

30. In contravention of section 671B, Unrandom, A. Jones Group and Glennon Capital have failed to give substantial holder notices fully disclosing their association including their combined voting power in Sequoia.
31. In contravention of section 671B, the Requisitioning Shareholders failed to fully disclose the extent of their association in Sequoia.

¹⁴ See paragraph 19

¹⁵ Being the date Brent Jones signed the consent to act as a director of Sequoia attached to the Section 249D Notice

¹⁶ Sequoia's issued voting shares increased by 350,000 shares between 4 April 2024 and 15 May 2024

24-0692

EFFECT

32. The Panel considers that:
- (a) the acquisition of control over voting shares in Sequoia has not taken place in an efficient, competitive and informed market and
 - (b) the holders of shares in Sequoia and the market in general do not know the identity of persons who have acquired a substantial interest in Sequoia.

CONCLUSION

33. It appears to the Panel that the circumstances are unacceptable circumstances:
- (a) having regard to the effect that the Panel is satisfied they have had and are having on:
 - (i) the control, or potential control, of Sequoia or
 - (ii) the acquisition, or proposed acquisition, by a person of a substantial interest in Sequoia
 - (b) in the alternative, having regard to the purposes of Chapter 6 set out in section 602
 - (c) in the further alternative, because they constituted or constitute a contravention of a provision of Chapter 6 or of Chapter 6C.
34. The Panel considers that it is not against the public interest to make a declaration of unacceptable circumstances. It has had regard to the matters in section 657A(3).

DECLARATION

The Panel declares that the circumstances constitute unacceptable circumstances in relation to the affairs of Sequoia.



Tania Mattei
General Counsel
with authority of Denise McComish
President of the sitting Panel
Dated 28 June 2024

24-0693



Australian Government

Takeovers Panel

**CORPORATIONS ACT
SECTION 657D
ORDERS****SEQUOIA FINANCIAL GROUP LIMITED**

The Panel made a declaration of unacceptable circumstances on 28 June 2024.

THE PANEL ORDERS

1. From the date of these orders, A Jones Group must not exercise, or allow the exercise of, and Sequoia must disregard, any voting rights in respect of 1,056,075 Sequoia shares held by Cojones Pty Ltd and 1,000,000 Sequoia shares held by Vonetta Pty Ltd (**Restricted A Jones Shares**) until:
 - (a) the date that is 6 months after the date of these orders, after which 1,083,238 of the Restricted A Jones Shares may be voted and
 - (b) the date that is 12 months after the date of these orders, after which the balance of the Restricted A Jones Shares may be voted.
2. A Jones Group and their respective associates must not make any acquisition of Sequoia shares until order 1 ceases to apply, except with the prior consent of the Panel.
3. Cojones Pty Ltd and Vonetta Pty Ltd must not transfer or otherwise dispose of the shares referred to in order 1 to any of the Associated Parties or their respective associates until order 1 ceases to apply.
4. From the date of these orders, Glennon Group must not exercise, or allow the exercise of, and Sequoia must disregard, any voting rights in respect of 5,432,303 Sequoia shares held by Glennon Capital Pty Ltd (**Restricted Glennon Shares**) until:
 - (a) the date that is 6 months after the date of these orders, after which 2,861,995 of the Restricted Glennon Shares may be voted and
 - (b) the date that is 12 months after the date of these orders, after which the balance of the Restricted Glennon Shares may be voted.
5. Glennon Group and their respective associates must not make any acquisition of Sequoia shares until order 4 ceases to apply, except with the prior consent of the Panel.

24-0693

6. Glennon Capital Pty Ltd must not transfer or otherwise dispose of the shares referred to in order 4 to any of the Associated Parties or their respective associates until order 4 ceases to apply.
7. B Jones Group and their respective associates must not make any acquisition of Sequoia shares until orders 1 and 4 cease to apply, except with the prior consent of the Panel.
8. Within 5 business days after the date of these orders, the Associated Parties must give to the Panel a draft market announcement in relation to the Panel's declaration and orders, specifically disclosing:
 - (a) that the Associated Parties became associated in relation to Sequoia by no later than 31 March 2024 and their current holdings in Sequoia
 - (b) the name of each associate who had a relevant interest in voting shares in Sequoia
 - (c) the nature of their association
 - (d) details of any relevant agreement through which they had a relevant interest in shares in Sequoia
 - (e) all transactions undertaken during the period 31 March 2024 to 5 June 2024 (both inclusive) and
 - (f) the effect of these orders.
9. Within 2 business days after the Panel informs the Associated Parties that it has no objection to the draft market announcement, the Associated Parties must give the market announcement to Sequoia, and Sequoia must release it on ASX as soon as practicable thereafter.

Definitions

10. In these orders the following terms apply.

A Jones Group	Anthony Jones, Cojones Pty Ltd, Attenov Pty Ltd as trustee for the Vonetta superannuation fund, Vonetta Pty Ltd, Tarakita Pty Ltd and Toclo Investments Pty Ltd
Associated Parties	A Jones Group, B Jones Group and Glennon Group
B Jones Group	Brent Jones and Unrandom Pty Ltd
Glennon Group	Michael Glennon, Glennon Capital Pty Ltd and Glennon Small Companies Limited

24-0693

Restricted A Jones Shares	has the meaning set out in order 1
Restricted Glennon Shares	has the meaning set out in order 4
Sequoia	Sequoia Financial Group Limited



Allan Bulman
Chief Executive
with authority of Denise McComish
President of the sitting Panel
Dated 12 July 2024

24-0700

NOTICE UNDER SECTION 915F OF THE CORPORATIONS ACT 2001

Notice is given under section 915F of the Corporations Act 2001 that the Australian Securities and Investments Commission has taken the action set out in the Notice below, which action took effect on 19 August 2024.

**Australian Securities and Investments Commission
Notice of cancellation of Australian financial services licence**

To: Financial Services for Life Pty Ltd
ACN 607 381 279

TAKE NOTICE that under s915B(3)(a) of the Corporations Act 2001, the Australian Securities and Investments Commission hereby cancels Australian financial services licence number 520206 held by Financial Services for Life Pty Ltd ACN 607 381 279.

Dated this 15th day of August 2024.



Signed
Andrew Stecher
Delegate of the Australian Securities and Investments Commission

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 twenty-third day of August 2024

Name of Scheme

ARSN

DALTON STREET MARKET NEUTRAL TRUST

603 495 692

CORPORATIONS ACT 2001
Section 601CC(3)

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

Dated this twenty-third day of August 2024

Name of Company

ARBN

LIFEHOUSE PROJECT INC.

152 721 205

CORPORATIONS ACT 2001
Subsection 601CC(4)

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

Dated this twenty-third day of August 2024

Name of Company

ARBN

SUNRISE 21 INCORPORATED

123 987 584

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 twenty-third day of August 2024

Name of Company

ABN

GRAIN CLEANING, LLC

608 518 243

CORPORATIONS ACT 2001
Section 601CL(5)

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

Dated this twenty-third day of August 2024

Name of Company	ABN
ADMIN INNOVATIONS LIMITED	138 806 925
AGILIS VET LIMITED	611 404 552
ALEXANDER GLOBAL LIMITED	603 176 610
ASSEMBLE INTERNATIONAL LIMITED	607 853 083
BERLIN CLOTHING AUSTRALIA LIMITED	159 738 584
BIGFOOT ONLINE (AUST) PTY LIMITED	608 107 142
BL GLOBAL MARKETS LIMITED	627 761 675
GYRODATA LIMITED	056 482 396
HOWMET AEROSPACE INC.	091 842 287
DELTA LIMITED	635 521 934
PROBAT-WERKE VON GIMBORN MASCHINENFABRIK GMBH	618 420 812
ROOF DECK AUSTRALIA, LLC	168 583 819
SILVERCORP METALS INC.	671 900 020

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.

CARBON CYBERNETICS GROUP LIMITED

ACN 663 642 813 will change to a proprietary company limited by shares. The new name will be CARBON CYBERNETICS GROUP PTY LTD ACN 663 642 813.

RARE EARTHS AMERICAS PTY LTD

ACN 664 370 254 will change to a public company limited by shares. The new name will be RARE EARTHS AMERICAS LIMITED ACN 664 370 254.