As filed with the Securities and Exchange Commission on July 1, 2026.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ANTERIS TECHNOLOGIES GLOBAL CORP.

(Exact name of registrant as specified in its charter)

Delaware	**3842**	**99-1407174**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

Toowong Tower, Level 3, Suite 302
9 Sherwood Road
Toowong, QLD 4066
Australia
+61 7 3152 3200

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Wayne Paterson
Chief Executive Officer
Anteris Technologies Global Corp.
860 Blue Gentian Road
Suite 340
Eagan, Minnesota 55121

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Jeremy W. Cleveland
Bradley C. Brasser
Jones Day
1755 Embarcadero Road
Palo Alto, California 94303
(650) 739-3939

Approximate date of commencement of proposed sale to the public: **From time to time after this registration statement becomes effective.**

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, please check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

PROSPECTUS

Up to 5,385,000 Shares of Common Stock
(including 3,038,064 CHESS Depositary Interests)

This prospectus relates to the issuance by us of up to 5,385,000 shares of our common stock, par value $0.0001 per share ("common stock"), consisting of (i) up to 2,346,936 shares ("Warrant Shares") of our common stock that are issuable upon the exercise of previously issued warrants to purchase common stock ("Common Stock Warrants") and (ii) 3,038,064 shares of common stock ("CDI Warrant Shares") represented by CHESS Depositary Interests ("CDIs") that are issuable upon the exercise of previously issued warrants to purchase CHESS Depositary Interests ("CDI Warrants" and, together with the Common Stock Warrants, the "Warrants").

We will receive proceeds from the exercise of the Warrants. We will pay certain expenses associated with the registration of the securities covered by this prospectus, as described in the section titled "Plan of Distribution."

We believe the likelihood that holders of the Warrants will exercise their Warrants, and therefore the amount of cash proceeds that we would receive, is dependent upon the market price of our common stock and CDIs, as applicable. If the Warrants are "out of the money," meaning the exercise price is higher than the market price of our common stock or CDIs, as applicable, the holders thereof are not likely to exercise such Warrants.

Our common stock is listed on the Nasdaq Global Market ("Nasdaq") under the symbol "AVR." Our CDIs trade on the Australian Securities Exchange (the "ASX") under the symbol "AVR." On June 30, 2026, the closing price for our common stock on Nasdaq was $9.85 per share and the closing price of our CDIs on the ASX was A$13.75 per CDI.

Investing in any of our securities involves a high degree of risk. See the "Risk Factors" section beginning on page 5 of this prospectus for the risks and uncertainties you should consider before investing in our securities.

Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is July 1, 2026.

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ABOUT THIS PROSPECTUS

This prospectus relates to the issuance by Anteris Technologies Global Corp. of the Warrant Shares issuable upon exercise of the Common Stock Warrants and the CDI Warrant Shares issuable upon exercise of the CDI Warrants.

This prospectus provides you with a general description of the securities we may offer. For a more complete understanding of the offering of the securities, you should refer to the registration statement of which this prospectus is a part, including its exhibits. You should read both this prospectus together with additional information under the heading "Where You Can Find Additional Information" and "Incorporation of Certain Documents by Reference."

Any prospectus supplement or post-effective amendment to the registration statement that we file may add, update or change information included in this prospectus. Any statement contained in this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in such prospectus supplement modifies or supersedes such statement. Any statement so modified will be deemed to constitute a part of this prospectus only as so modified, and any statement so superseded will be deemed not to constitute a part of this prospectus.

We have not authorized anyone to provide you with different information from the information contained or incorporated by reference in this prospectus and in any prospectus supplement or in any free writing prospectus that we may provide you. You should not assume that the information contained in this prospectus, any prospectus supplement, any document incorporated by reference or any free writing prospectus is accurate as of any date, other than the date mentioned on the cover page of these documents. We are not making offers to sell the securities in any jurisdiction in which an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make an offer or solicitation.

In this prospectus, unless otherwise indicated or the context otherwise requires, all references in this prospectus to the "Company," "Anteris," "Anteris®," "we," "us" and "our" refer to Anteris Technologies Pty Ltd (formerly Anteris Technologies Ltd) ("ATPL") prior to the Reorganization (as defined herein) and Anteris Technologies Global Corp. after the Reorganization.

CONVENTIONS WHICH APPLY IN THIS PROSPECTUS

This prospectus contains translations of certain foreign currency amounts into U.S. dollars for the convenience of the reader. Unless otherwise stated, all translations of Australian dollars (A$) into U.S. dollars ($) in this prospectus were made at the rate of approximately A$1.4247 to $1.00 as of June 18, 2026, as released by the Board of Governors of the Federal Reserve System. We make no representation that the Australian dollar or U.S. dollar amounts referred to in this prospectus could have been or could be converted into U.S. dollars or Australian dollars, as the case may be, at any particular rate or at all.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's website at www.sec.gov. Copies of certain information filed by us with the SEC are also available on our website at www.anteristech.com, where you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. Information contained on, or that is accessible through, any website referenced in this prospectus and the documents incorporated by reference herein does not constitute a part of this prospectus and we do not incorporate any such information into this prospectus or the registration statement of which it forms a part. Any such website address has been included in this prospectus and the documents incorporated by reference herein solely as an inactive textual reference.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" into this prospectus the information in documents we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. Any statement contained in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in or omitted from this prospectus or any prospectus supplement, or in any other subsequently filed document, which also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We incorporate by reference the documents listed below and any future documents that we file with the SEC (excluding any portion of such documents that are furnished and not filed with the SEC) under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") (i) after the date of the initial filing of the registration statement of which this prospectus forms a part prior to the effectiveness of the registration statement, and (ii) after the date of this prospectus until the offering of the securities is terminated:

- our Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on February 26, 2026;
- our Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, filed with the SEC on May 12, 2026;
- our Current Reports on Form 8-K filed with the SEC on January 22, 2026, March 3, 2026, April 23, 2026, April 29, 2026, May 13, 2026, and May 22, 2026; and
- the description of our common stock contained in Exhibit 4.2 to our Annual Report on Form 10-K filed with the SEC on February 26, 2026, and all subsequently filed amendments and reports updating that description.

We will not, however, incorporate by reference in this prospectus any documents or portions thereof that are not deemed "filed" with the SEC, including any information furnished pursuant to Item 2.02 or Item 7.01 of our current reports on Form 8-K unless, and except to the extent, specified in such current reports.

We will provide without charge to each person, including any beneficial owner, to whom this prospectus is delivered, upon his or her written or oral request, a copy of any or all documents referred to above which have been or may be incorporated by reference into this prospectus but not delivered with this prospectus excluding exhibits to those documents unless they are specifically incorporated by reference into those documents. You can request those documents from us, at no cost, by writing or telephoning us at: Anteris Technologies Global Corp., Toowong Tower, Level 3, Suite 302, 9 Sherwood Road, Toowong, QLD 4066, Australia, +61 7 3152 3200, Attention: Chief Financial Officer.

THE COMPANY

Anteris is a healthcare company dedicated to revolutionizing cardiac care by pioneering science-driven and measurable advancements to restore heart valve patients to healthy function. Our lead product, the DurAVR® Transcatheter Heart Valve ("THV") System, was designed in collaboration with the world's leading interventional cardiologists and cardiac surgeons to treat aortic stenosis — a potentially life-threatening condition resulting from a narrowing of the aortic valve. The balloon-expandable DurAVR® THV is a new class of biomimetic valve, which is shaped to mimic the performance of a healthy human aortic valve and aims to replicate normal aortic blood flow. Our DurAVR® THV System consists of a single-piece, native-shaped biomimetic valve made with our proprietary ADAPT® tissue-enhancing technology and deployed with our ComASUR® balloon-expandable Delivery System (the "ComASUR® Delivery System"). ADAPT® is our proprietary anti-calcification tissue shaping technology that is designed to reengineer xenograft tissue into a pure, single-piece collagen bioscaffold. Our patented ADAPT® tissue has been clinically demonstrated to be calcium free for up to 10 years post-procedure, according to *Performance of the ADAPT-Treated CardioCel® Scaffold in Pediatric Patients With Congenital Cardiac Anomalies: Medium to Long-Term Outcomes*, published by William Neethling et. al., and has been distributed for use in over 55,000 patients globally in other indications. Our ComASUR® Delivery System, which was developed in consultation with physicians, is designed to provide precise alignment with the heart's native commissures to achieve accurate placement of the DurAVR® THV. Prior to the commencement of the PARADIGM Trial, more than 130 patients had been implanted with the DurAVR® THV worldwide.

Aortic stenosis is one of the most common and serious valvular heart diseases. It is fatal in approximately 50% of patients if left untreated after two years, and no pharmacotherapy is available to treat this disease. Aortic stenosis causes a narrowing of the heart's aortic valve, which reduces or blocks the amount of blood flowing from the heart to the body's largest artery, the aorta, and from there to the rest of the body. Minimally-invasive transcatheter aortic valve replacement ("TAVR"), which the U.S. Food and Drug Administration ("FDA") initially approved in 2011 for high surgical risk patients, has emerged as an alternative to open-heart surgery. In 2019, the FDA also approved TAVR for use in low-risk surgical patients. According to a publication in The Journal of American Medical Association, only 15-20% of severe aortic stenosis cases are treated today.

While previous generations of TAVRs were designed for older, high risk patients, our DurAVR® THV System is designed to be a solution for all patients, including older, younger and less-active patients. Our first in class DurAVR® THV is a single-piece valve with a novel, biomimetic design that aims to replicate the normal blood flow of a healthy human aortic valve as compared to traditional three-piece aortic valves. The DurAVR® THV System has shown restoration of laminar flow similar to individuals with a healthy aortic valve. It also shows early left ventricular reverse remodeling compared with pre-TAVR baselines and similar to healthy controls.

In a pooled analysis of 100 patients derived from our ongoing First-In-Human study (referred to as the "EMBARK" study) and early feasibility studies conducted in the United States and Europe, the DurAVR® THV demonstrated single digit mean gradients, large effective orifice areas, no moderate or severe paravalvular leaks and no valve related mortality, with 97% freedom from prosthesis-patient mismatch ("PPM"). PPM affects a significant proportion of TAVR patients, particularly patients with a small aortic annulus and has been associated with impaired long-term survival following surgical aortic valve replacement.

In addition, our DurAVR® THV has been developed with the aim to increase durability and last longer than traditional three-piece designs through the use of our ADAPT® anti-calcification tissue including a molded single-piece of tissue designed to mimic the performance of a pre-disease human aortic valve, which we believe can result in improved hemodynamics as compared to traditional three-piece designs.

We intend to establish the safety and effectiveness of the DurAVR® THV in patients with severe aortic stenosis in the global, pivotal PARADIGM Trial.

The PARADIGM Trial is a prospective, randomized, controlled multicenter, international study wherein subjects will be randomized to receive either a TAVR using the DurAVR® THV or TAVR using a commercially available and approved THV in an 'All Comers Randomized Cohort.' The primary endpoint of the PARADIGM Trial is a composite of all-cause mortality, all stroke and cardiovascular hospitalization at 1-year post-procedure. The endpoint will be evaluated as a non-inferiority analysis. We anticipate that the subjects will include a broad array of risk profiles. Subjects with a failed surgical bioprosthesis in need of a valve-in-valve ("ViV") TAVR will be enrolled in a separate parallel registry.

Recruitment to the PARADIGM Trial commenced in Europe in October 2025, followed by receipt of FDA Investigational Device Exemption ("IDE") approval for the trial in November 2025. While the FDA's approval was initially staged, in April 2026, the FDA expanded approval for the enrollment which includes 1,054 patients for the All Comers Randomized Cohort. In April 2026, we secured U.S. Medicare reimbursement eligibility for the global pivotal PARADIGM Trial under a Centers for Medicare & Medicaid Services national coverage policy and enrolled and treated the first U.S. PARADIGM patients in May 2026. Eligible procedures performed at participating U.S. study sites are covered under the Transcatheter Aortic Valve Replacement (TAVR) National Coverage Determination 20.32. Recruitment remains ongoing, with planned expansion into additional countries to further accelerate recruitment. It is anticipated that the design of the PARADIGM Trial will provide the primary clinical evidence on which the FDA could base a decision for the Premarket Approval ("PMA") that is required for commercialization of the DurAVR® THV System in the United States. We anticipate CE Mark approval will progress in parallel to the PMA.

Initial Public Offering and Reorganization

On December 12, 2024, we completed our initial public offering pursuant to which we issued and sold 14,878,481 shares of our common stock at a public offering price of $6.00 per share. We received net proceeds of $80.0 million, after deducting the underwriting discounts, commissions and offering expenses and giving effect to the exercise of the underwriters' option to purchase additional shares.

Prior to the consummation of our initial public offering, we completed a series of reorganization transactions (the "Reorganization") pursuant to which we received all of the issued and outstanding shares of ATPL, which was formerly an Australian public company originally registered in Western Australia, Australia and listed on the ASX, pursuant to a scheme of arrangement under Australian law between ATPL and its shareholders (the "Scheme") under Part 5.1 of the Australian Corporations Act 2001 (Cth) (the "Corporations Act"). Contemporaneously with implementation of the Scheme, ATPL also cancelled all existing options it had on issue in exchange for the Company issuing replacement options to acquire common stock pursuant to a scheme of arrangement between ATPL and its optionholders (the "Option Scheme") under Part 5.1 of the Corporations Act. The Scheme was approved by ATPL's shareholders at a general meeting of shareholders, which was held on December 3, 2024. The Option Scheme was approved by ATPL's optionholders at a general meeting of optionholders held on the same day. ATPL obtained approval of the Scheme and the Option Scheme by the Supreme Court of Queensland on December 4, 2024. As a result of the Reorganization, ATPL became a wholly owned subsidiary of the Company and the shareholders of ATPL immediately prior to the consummation of the initial public offering, became holders of either one share of common stock or one CDI for every ordinary share of ATPL held as of the record date fixed for the relevant meeting.

The Private Placement

On or about October 23, 2025, we entered into (i) subscription agreements (the "Subscription Agreements") with certain investors, pursuant to which we issued and sold an aggregate of 2,346,936 shares of common stock (the "Shares"), each with an accompanying Common Stock Warrant, at a price of $4.90 per share of common stock and accompanying Common Stock Warrant (the "Common Stock Offering"), and (ii) confirmation letters (the "Confirmation Letters") with certain investors, pursuant to which we issued and sold an aggregate of 2,788,064 CDIs, each with an accompanying CDI Warrant, at a price of A$7.50 per CDI and accompanying CDI Warrant (the "CDI Offering," and together with the Common Stock Offering, the "Private Placement"). As part of the CDI Offering, we also granted 250,000 CDI Warrants to the lead manager. The Common Stock Offering closed on October 27, 2025 and the CDI Offering closed on November 5, 2025.

Each of the Common Stock Warrants and the CDI Warrants are exercisable commencing six months following the date of issuance. The exercise price of the Common Stock Warrants is $7.50 per share and the exercise price of the CDI Warrants is A$11.50 per CDI.

The issuance and sale of the Shares, Common Stock Warrants, CDIs and CDI Warrants pursuant to the Subscription Agreements and Confirmation Letters were not registered under the Securities Act of 1933 (the "Securities Act") and were issued and sold in reliance on the exemption provided by Section 4(a)(2) of the Securities Act, including under Rule 506 of Regulation D promulgated thereunder, with respect to the Shares and the Common Stock Warrants, and Regulation S with respect to the CDIs and CDI Warrants.

Corporate Information

The Company was incorporated in the State of Delaware on January 29, 2024. The Company is a global company with its principal executive offices located at Toowong Tower, Level 3, Suite 302, 9 Sherwood Road, Toowong, QLD 4066, Australia, and other key locations located at 860 Blue Gentian Road, Suite 340, Eagan, Minnesota 55121 as well as two other sites in Minnesota and sites in Western Australia, Australia and Geneva, Switzerland. The Company's telephone number is +61 7 3152 3200. Additional information can be found on our website address: *www.anteristech.com*. Information contained on, or that is accessible through, the website is not incorporated into and is not a part of this prospectus.

THE OFFERING

Issuer	Anteris Technologies Global Corp.
Common Stock to be Issued Upon Exercise of the Common Stock Warrants	2,346,936 shares of common stock.
Exercise Price of Common Stock Warrants	$7.50.
CDI Warrant Shares to be Issued Upon Exercise of the CDI Warrants	3,038,064 shares of common stock represented by CHESS Depositary Interests.
Exercise Price of CDI Warrants	A$11.50.
Shares of Common Stock Outstanding	97,232,054 shares of common stock (including shares of common stock represented by CDIs) as of March 31, 2026.
Use of Proceeds	We may receive up to approximately $42.1 million in aggregate gross proceeds upon exercise of the Warrants. Unless we inform you otherwise in a prospectus supplement or free writing prospectus, we currently intend to use the net proceeds from this offering, together with our existing cash and cash equivalents, primarily for the ongoing development of the DurAVR® THV System, with the remaining for working capital and other general corporate purposes determined from time to time. Our management will have broad discretion over the use of proceeds from the exercise of the Warrants. See the section entitled “Use of Proceeds.”
Risk Factors	You should read the section entitled “Risk Factors” and the other information included or incorporated by reference in this prospectus for a discussion of factors to consider carefully before deciding to invest in our securities.
Listing	Our common stock is listed on Nasdaq under the symbol “AVR.” Our CDIs trade on the ASX under the symbol “AVR.”

RISK FACTORS

Investing in our securities involves a high degree of risk. Before deciding whether to invest in our securities, you should consider carefully the risks described below, together with the other information in this prospectus, the information and documents incorporated herein and therein by reference, and in any free writing prospectus that we have authorized for use in connection with this offering. You should also consider the risks, uncertainties and assumptions discussed under the heading "Risk Factors" included in our most recent Annual Report on Form 10-K and our Quarterly Report on Form 10-Q for the three months ended March 31, 2026, each of which are on file with the SEC, as well as any subsequent filings that we make from time to time with the SEC that are incorporated herein by reference. If any of these risks actually occur, our business, financial condition, results of operations or cash flow could be seriously harmed. This could cause the trading price of our common stock to decline, resulting in a loss of all or part of your investment. The risks and uncertainties described below are not the only ones facing us. Additional risks and uncertainties not presently known to us, or that we currently see as immaterial, may also harm our business. Please also read carefully the section below titled "Cautionary Note Regarding Forward-Looking Statements."

Risks Related to this Offering

If you exercise Warrants, you will experience substantial and immediate dilution.

The exercise price of the Warrants is substantially higher than the net tangible book value per share of our common stock as of March 31, 2026. If you purchase shares of common stock or shares of common stock represented by CDIs, as applicable, upon the exercise of such Warrants, you will experience immediate and substantial dilution to the extent of the difference between the exercise price per share and the adjusted net tangible book value per share of our common stock as of March 31, 2026, as adjusted to give effect to the exercise of all outstanding Warrants with the same terms. For a further description of the dilution that you will experience immediately after the exercise of the Warrants, see the section in this prospectus entitled "Dilution" beginning on page 9.

We have broad discretion in the use of our existing cash and cash equivalents and the net proceeds from the exercise of the Warrants and may not use them effectively.

Our management will have broad discretion in the application of our existing cash and cash equivalents and the net proceeds from the exercise of the Warrants including for any of the purposes described in the section titled "Use of Proceeds," and you will not have the opportunity as part of your investment decision to assess whether such proceeds are being used effectively. Because of the number and variability of factors that will determine our use of our existing cash and cash equivalents and the net proceeds from the exercise of the Warrants, their ultimate use may vary substantially from their currently intended use. Our management might not apply our existing cash and cash equivalents and the net proceeds from the exercise of the Warrants in ways that ultimately increase the value of your investment. The failure by our management to apply these funds effectively could harm our business and cause the price of our securities to decline. Pending their use, we may invest the net proceeds from this offering in short-term, investment-grade, interest-bearing securities. These investments may not yield a favorable return to our stockholders. If we do not invest or apply the net proceeds from this offering in ways that enhance stockholder value, we may fail to achieve expected financial results, which could cause our stock price to decline.

You may experience further dilution as a result of future equity offerings.

To the extent future financings offer additional shares of common stock (including shares of common stock represented by CDIs) or securities convertible into or exchangeable for common stock, you may experience further dilution. We cannot assure you that we will be able to sell shares of common stock or other securities in any other offering at a price per share that is equal to or greater than the price paid by investors in this offering for a share of common stock, and investors purchasing shares or other securities in the future could have rights superior to existing stockholders. The price per share at which we sell shares of common stock (including shares of common stock represented by CDIs) or securities convertible into or exchangeable for common stock in future transactions may be higher or lower than the price per share of common stock paid in this offering. Furthermore, if outstanding options or warrants are exercised or if outstanding RSUs vest, you could experience further dilution.

Sales of substantial amounts of common stock (including shares of common stock represented by CDIs) in the public markets, or the perception that such sales might occur, could cause the market price of our common stock to decline.

If our large stockholders sell a substantial number of shares of common stock (including shares of common stock represented by CDIs) in either the private or public markets, the market price of our common stock could decrease materially. The perception in the public market that these stockholders might sell common stock could also depress the market price of common stock and could impair our future ability to obtain capital, especially through an offering of equity securities.

Additionally, shares of common stock issued or issuable under our equity incentive plans have been registered on a Form S-8 registration statement and may be freely sold in the public market upon issuance.

We do not anticipate paying dividends in the foreseeable future.

We did not declare any dividends during fiscal years 2021, 2022, 2023, 2024, or 2025 and we do not anticipate that we will do so in the foreseeable future. We currently intend to retain future earnings, if any, to finance the development of our business. Dividends, if any, on our outstanding common stock will be declared by and subject to the discretion of our Board of Directors on the basis of our earnings, financial requirements and other relevant factors, and subject to Delaware and federal law. We cannot assure you that our common stock will appreciate in value. You may not realize a return on your investment in our common stock and you may even lose your entire investment in our common stock.

The market price and trading volume of our common stock may be volatile and may be affected by economic conditions beyond our control.

The market price of our common stock has been and may continue to be highly volatile and subject to wide fluctuations. In addition, the trading volume of our common stock may fluctuate and cause significant price variations to occur. If the market price of our common stock declines significantly, you may be unable to resell your common stock at a competitive price. We cannot assure you that the market price of our common stock will not fluctuate or significantly decline in the future.

Some specific factors that could negatively affect the price of our common stock or result in fluctuations in their price and trading volume include:

- actual or expected fluctuations in our prospects or operating results;
- announcements relating to our products, product candidates or clinical programs, including the results of clinical trials conducted by us or our collaborators;
- changes in the demand for our products;
- additions or departures of our key personnel;
- changes or proposed changes in laws, regulations or tax policy;
- sales or perceived potential sales of our common stock by us or our executive officers, directors or stockholders in the future;
- announcements or expectations concerning additional financing efforts; and
- conditions in the United States, Australian and global financial markets, or in our industry in particular, or changes in general economic or political conditions.

In recent years, the stock market in general, and the market for medical technology companies in particular, has experienced significant price and volume fluctuations that have often been unrelated or disproportionate to changes in the operating performance of the companies whose stock is experiencing those price and volume fluctuations. Broad market and industry factors may seriously affect the market price of our common stock, regardless of our actual operating performance. These fluctuations may be even more pronounced in the trading market for our stock shortly following this offering.

When the market price of a stock has been volatile, as our common stock price may be, holders of that stock have occasionally brought securities class action litigation claims against the company that issued the stock. If any of our stockholders were to bring a lawsuit of this type against us, even if the lawsuit were without merit, we could incur substantial costs defending the lawsuit. The lawsuit could also divert the time and attention of our management.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that can involve substantial risks and uncertainties. All statements other than statements of historical facts contained in this prospectus, including statements regarding our future results of operations and financial position, business strategy, product development and plans and objectives of management for future operations, are forward-looking statements. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "budget," "target," "aim," "strategy," "plan," "guidance," "outlook," "may," "should," "could," "will," "would," "will be," "will continue," "will likely result" and similar expressions, although not all forward-looking statements contain these identifying words. Forward-looking statements, which are subject to risks, include, but are not limited to, statements about:

- our current and future research and development ("R&D") activities, including clinical testing and manufacturing and related costs and timing;
- our product development and business strategy, including the potential size of the markets for our products and future development and/or expansion of our products in our markets;
- our ability to commercialize products and generate product revenues;
- any statements concerning anticipated regulatory activities, including our ability to obtain regulatory clearances;
- our R&D expenses;
- sufficiency of our capital resources;
- our ability to raise additional funding when needed; and
- risks facing our operations and intellectual property.

We have based the forward-looking statements contained in this prospectus largely on our current expectations, estimates, forecasts and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. In light of the significant uncertainties in these forward-looking statements, you should not rely upon forward-looking statements as predictions of future events. Although we believe that we have a reasonable basis for each forward-looking statement contained in this prospectus, we cannot guarantee that the future results, levels of activity, performance or events and circumstances reflected in the forward-looking statements will be achieved or occur at all. You should refer to the section titled "Risk Factors" herein and the section titled "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as updated by our subsequent filings we make with the SEC, for a discussion of important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material.

The forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. Except as required by law, we undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise. The Private Securities Litigation Reform Act of 1995 and Section 27A of the Securities Act do not protect any forward-looking statements that we make in connection with this offering.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of the forward-looking statements in this prospectus by these cautionary statements.

This prospectus contains or incorporates by reference certain data and information that we obtained from various publications, including industry data and information from Future Market Insights, Inc. ("FMI"). Statistical data in these publications also include projections based on a number of assumptions. The global, North American and European TAVR markets may not grow at the rate projected by market data or at all. Failure of the global, North American and European TAVR markets to grow at the projected rate may have a material and adverse effect on our business and the market price of our common stock (including shares of common stock represented by CDIs). In addition, the nature of the medical technology industry results in significant uncertainties for any projections or estimates relating to the growth prospects or future condition of our industry. Furthermore, if any one or more of the assumptions underlying the market data are later found to be incorrect, actual results may differ from the projections based on these assumptions. You should not place undue reliance on these forward-looking statements.

USE OF PROCEEDS

We will receive up to an aggregate of approximately $42.1 million from the exercise of the Warrants, consisting of (a) $17.6 million from the exercise of all Common Stock Warrants and (b) approximately $22.8 million from the exercise of all CDI Warrants.

We currently intend to use the net proceeds from this offering, together with our existing cash and cash equivalents, primarily for the ongoing development of the DurAVR® THV System, with the remaining for working capital and other general corporate purposes determined from time to time. Our management will have broad discretion over the use of proceeds from the exercise of the Warrants.

There is no assurance that the holders of the Warrants will elect to exercise any or all of such Warrants.

DILUTION

If you purchase shares of common stock (including shares of common stock represented by CDIs) upon the exercise of your Warrant, you will experience immediate and substantial dilution to the extent of the difference between the exercise price per share and the adjusted net tangible book value per share of the common stock (including shares of common stock represented by CDIs) as of March 31, 2026, as adjusted to give effect to the exercise of all outstanding Warrants with the same terms.

Our net tangible book value as of March 31, 2026 was $278.3 million (A$429.9 million), or $2.86 (A$4.18) per share of common stock. Net tangible book value per share represents the amount of our total tangible assets (total assets less intangible assets) less our total liabilities, divided by the number of shares of common stock outstanding as of March 31, 2026. Dilution with respect to net tangible book value per share represents the difference between the amount per share paid by purchasers of common stock in this offering and the net tangible book value per share of common stock immediately after this offering.

After giving effect to the exercise of all outstanding Common Stock Warrants (and assuming no exercise of the CDI Warrants), our as adjusted net tangible book value as of March 31, 2026 would have been approximately $295.9 million, or $2.97 per share of common stock (including shares of common stock represented by CDIs). This represents an immediate increase in net tangible book value of $0.11 per share to existing stockholders and immediate dilution of $4.53 per share to investors exercising Common Stock Warrants.

After giving effect to the exercise of all outstanding CDI Warrants (and assuming no exercise of the Common Stock Warrants), our as adjusted net tangible book value as of March 31, 2026 would have been approximately A$440.9 million, or A$4.40 per share of common stock (including shares of common stock represented by CDIs). This represents an immediate increase in net tangible book value of A$0.22 per share to existing stockholders and immediate dilution of A$7.10 per share to investors exercising CDI Warrants.

The following table illustrates this dilution on a per share basis:

	Common Stock Warrants	CDI Warrants
Warrant exercise price per share	US$ 7.50	A$ 11.50
Net tangible book value per share as of March 31, 2026	US$ 2.86	(A$ 4.18)
Increase in net tangible book value per share attributable to this offering	0.11	0.22
As adjusted net tangible book value per share as of March 31, 2026, after giving effect to the exercise of all outstanding Warrants with the same terms	2.97	4.40
Dilution per share to investors exercising Warrants	US$ 4.53	A$ 7.10

The information above is based on 97,232,054 shares of our common stock (including shares of common stock represented by CDIs) outstanding as of March 31, 2026 and excludes:

- as of March 31, 2026, 2,655,478 shares of common stock issuable upon the exercise of outstanding options with a weighted average exercise price of $12.28 per share;
- as of March 31, 2026, 1,948,693 shares of common stock issuable upon the vesting and settlement of outstanding RSUs;
- as of March 31, 2026, 5,139,585 shares of common stock reserved for future grant or issuance under our equity incentive plans, as well as any additional shares that may become available for grant or issuance pursuant to annual evergreen increases or forfeitures under such plans; and
- any shares of common stock and CDIs (including the underlying common stock) issued upon vesting of RSUs or exercise of options under our equity incentive plans subsequent to March 31, 2026.

The above illustration of dilution per share to investors exercising Warrants assumes no exercise or vesting and settlement of outstanding warrants (except as noted above), options or RSUs. To the extent that any outstanding warrants or options are exercised or other shares are issued upon vesting of outstanding awards, there will be further dilution to investors exercising Warrants. To the extent that we raise additional capital through the sale of equity or convertible securities, the issuance of these securities could result in further dilution to our stockholders.

The translations of Australian dollars (A$) into U.S. dollars ($) in this above table were made at the rate of approximately A$1.4588 to $1.00 as of March 31, 2026, as released by the Board of Governors of the Federal Reserve System.

DESCRIPTION OF CAPITAL STOCK

The following description sets forth certain material terms and provisions of our capital stock. This description is a summary and does not purport to be complete. It is subject to, and qualified in its entirety by reference to, the applicable provisions of our Second Amended and Restated Certificate of Incorporation and our Amended and Restated Bylaws, each of which is incorporated by reference into the registration statement of which this prospectus forms a part. We encourage you to read our Second Amended and Restated Certificate of Incorporation and our Amended and Restated Bylaws for additional information.

Authorized Capital Stock

Our authorized share capital is divided into 400,000,000 shares of common stock and 40,000,000 shares of preferred stock, par value $0.0001 per share.

Common Stock

Except as otherwise required by law, as provided in our Second Amended and Restated Certificate of Incorporation or as provided in the resolution or resolutions, if any, adopted by our Board of Directors with respect to any series of the preferred stock, the holders of our common stock exclusively possess all voting power. Each holder of shares of common stock is entitled to one vote for each share held by such holder. Our stockholders do not have cumulative voting rights in the election of directors. Accordingly, holders of a majority of the voting shares are able to elect all of the directors. Subject to the rights of holders of any series of outstanding preferred stock, holders of shares of our common stock have equal rights of participation in the dividends and other distributions in cash, stock or property of the Company when, as and if declared thereon by our Board of Directors from time to time out of assets or funds legally available therefor and have equal rights to receive the assets and funds of the Company available for distribution to stockholders in the event of any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary.

CDIs

CDIs confer the beneficial ownership of our common stock on each CDI holder, with the legal title to such securities held by an Australian depositary entity, CHESS Depositary Nominees Pty Limited (the “Depositary Nominee”), which is a wholly owned subsidiary of ASX Limited, being the operator of the ASX. The Depositary Nominee is the registered holder of those shares of our common stock held for the benefit of the holders of CDIs. The Depositary Nominee does not charge a fee for providing this service.

Each CDI represents an interest in one share of our common stock. Holders of CDIs do not hold the legal title to the underlying shares of our common stock to which the CDIs relate, as the legal title is held by the Depositary Nominee. Each holder of CDIs, however, has a beneficial interest in the underlying shares of our common stock. Each holder of CDIs that elects to vote at a stockholder meeting is entitled to one vote for every one CDI held by such holder. In order to vote at a stockholder meeting, a CDI holder may:

- instruct the Depositary Nominee, as legal owner of the shares of common stock, to vote the shares of our common stock represented by their CDIs in a particular manner. A voting instruction form will be sent to holders of CDIs and must be completed and returned to the share registry for the CDIs prior to a record date fixed for the relevant meeting, or the CDI Voting Instruction Receipt Time, which is notified to CDI holders in the voting instructions included in a notice of meeting;
- inform us that they wish to appoint themselves or a third party as the Depositary Nominee’s proxy with respect to our shares of common stock underlying the holder’s CDIs for the purposes of attending and voting at the meeting. The instruction form must be completed and returned to the share registry for the CDI prior to the CDI Voting Instruction Receipt Time; or
- convert their CDIs into shares of our common stock and vote those shares at the meeting. The conversion must be undertaken prior to a record date fixed by the Board of Directors for determining the entitlement of stockholders to attend and vote at the meeting. If the holder later wishes to sell their investment on the ASX, it would first be necessary to convert those shares of common stock back to CDIs. Further details on the conversion process are set out below.

Voting instruction forms and details of these alternatives are included in each notice of meeting sent to CDI holders by the Company.

Our CDIs are currently subject to a restriction from trading on ASX which prevents "U.S. Persons" (as defined in Rule 902 of Regulation S of the Securities Act) from acquiring CDIs. This restriction is expected to be lifted promptly following the date of this prospectus.

Conversion of CDIs to Shares of Common Stock

Subject to any restrictions or requirements, including distribution compliance periods, instituted in compliance with the issuance of CDIs in the Private Placement, CDI holders may at any time convert their CDIs to a holding of shares of common stock by instructing the share registry for the CDIs, either:

- directly in the case of CDIs held on the issuer sponsored sub-register operated by the Company (holders of CDIs are provided with a CDI issuance request form to return to the share registry for the CDIs); or
- through their "sponsoring participant" (usually their broker) in the case of CDIs which are held on the CHESS sub-register (in this case, the sponsoring broker will arrange for completion of the relevant form and its return to the share registry for the CDIs).

In both cases, once the share registry for the CDIs has been notified, it will arrange the transfer of the relevant number of shares of common stock from the Depositary Nominee into the name of the CDI holder in book entry form or, if requested, deliver the relevant shares of common stock to their Depository Trust Company participant in the U.S. Central Securities Depositary. The share registry for the CDIs will not charge a fee for the conversion (although a fee may be payable by market participants). Holding shares of common stock will, however, prevent a person from selling their shares of common stock on the ASX, as only CDIs can be traded on that market.

Conversion of Shares of Common Stock to CDIs

Shares of common stock may be converted into CDIs and traded on the ASX. Holders of shares of common stock may at any time convert those shares to CDIs by contacting our transfer agent. The underlying shares of common stock will be transferred to the Depositary Nominee, and CDIs (and a holding statement for the corresponding CDIs) will be issued to the relevant security holder. No trading in the CDIs may take place on the ASX until this conversion.

Our transfer agent will not charge a fee to a holder of shares of common stock seeking to convert their shares of common stock to CDIs, although a fee may be payable by market participants.

Dividends and Other Stockholder Entitlements

Holders of CDIs are entitled to receive all the direct economic benefits and other entitlements in relation to the underlying shares of common stock that are held by the Depositary Nominee, including dividends and other entitlements that attach to the underlying shares of common stock.

If a cash dividend or any other cash distribution is declared in a currency other than Australian dollars, we currently intend to convert that dividend or other cash distribution to which a holder of CDIs is entitled to Australian dollars and distribute it to the relevant holder of CDIs in accordance with their entitlement.

Due to the need to convert dividends from U.S. dollars to Australian dollars in the above-mentioned circumstances, holders of CDIs may potentially be advantaged or disadvantaged by exchange rate fluctuations, depending on whether the Australian dollar weakens or strengthens against the U.S. dollar during the period between the resolution to pay a dividend and conversion into Australian dollars.

Takeovers

If a takeover bid is made in respect of any of our common stock of which the Depositary Nominee is the registered holder, the Depositary Nominee will be prohibited from accepting the offer made under the takeover bid except to the extent that acceptance is authorized by the CDI holders in respect of the shares of common stock represented by their holding of CDIs.

The Depositary Nominee must accept a takeover offer in respect of shares of common stock represented by a holding of CDIs if the relevant holder of CDIs instructs it to do so and must notify the entity making the takeover bid of the acceptance.

Rights on Liquidation or Winding Up

In the event of our liquidation, dissolution or winding up, a CDI holder will be entitled to the same economic benefit on their CDIs as stockholders.

Fees

A CDI holder will not incur any additional fees or charges as a result of holding CDIs rather than shares of common stock; however, your broker may charge you fees to convert shares of our common stock to CDIs and to convert CDIs to shares of our common stock.

Registers

We must ensure that at all times the total number of CDIs on the issuer sponsored sub-register of CDIs and CHESS sub-register of CDIs reconciles with the number of shares of common stock registered in the name of the Depositary Nominee on the stock register. We must make available for inspection the stock register and the CDI register as if that register were a register of securities of an Australian listed public company. We will operate three registers: (i) a certificated register of shares of common stock, (ii) an uncertificated issuer sponsored sub-register of CDIs, and (iii) an uncertificated CHESS sub-register of CDIs. The certificated register will be the register of legal title.

Transfer

Unless permitted by law, the ASX Listing Rules or the ASX Settlement Rules, we must not and the Depositary Nominee must not refuse nor fail to register, nor give effect to, nor otherwise interfere with the processing and registration of a transfer of CDIs. Any obligation to transfer a quantity of shares of common stock shall be made by initiating a transfer of the corresponding quantity of CDIs in respect of the shares of common stock.

Further Information

For further information relating to CDIs and the matters referred to above, please refer to Section 13 of the ASX Settlement Operating Rules filed as Exhibit 99.1 to the registration statement of which this prospectus forms a part or contact our transfer agent.

Preferred Stock

Our Board of Directors is authorized to provide, out of the unissued shares of preferred stock, for one or more series of preferred stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers, if any, of the shares of such series, and the preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series, as are stated in the resolution or resolutions providing for the issuance of such series adopted by the Board of Directors. The authority of the Board of Directors with respect to each series of preferred stock includes determination of the following:

- the designation of the series;
- the number of shares of the series;
- the dividend rate or rates on the shares of that series, whether dividends will be cumulative and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series;
- whether the series will have voting rights in addition to the voting rights provided by law and, if so, the terms of such voting rights;
- whether the series will have conversion privileges and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the Board of Directors determines;
- whether or not the shares of that series will be redeemable, in whole or in part, at the option of the Company or the holder thereof and, if made subject to such redemption, the terms and conditions of such redemption, including the date or dates upon or after which they will be redeemable, and the amount per share payable in case of redemptions, which amount may vary under different conditions and at different redemption rates;

- the terms and amount of any sinking fund provided for the purchase or redemption of the shares of such series;
- the rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Company, and the relative rights of priority, if any, of payment of shares of that series;
- the restrictions, if any, on the issue or reissue of any additional preferred stock; and
- any other relative rights, preferences and limitations of that series.

Common Stock Warrants

The Common Stock Warrants represent the right to purchase up to 2,346,936 shares of common stock at an exercise price of $7.50 per share. The Common Stock Warrants may be exercised at any time commencing on or after April 27, 2026 (the "Initial Common Stock Warrant Exercise Date") and on or prior to 5:00 p.m. (New York City time) on October 27, 2030 (the "Common Stock Warrant Expiration Date"). After the exercise period, holders of the Common Stock Warrants will have no further rights to exercise the Common Stock Warrants.

Exercisability

Each Common Stock Warrant will be exercisable commencing on or after the Initial Common Stock Warrant Exercise Date and will expire on the Common Stock Warrant Expiration Date. The Common Stock Warrants will be exercisable, at the option of each holder, in whole or in part by delivering to us a duly executed exercise notice and payment in full for the number of shares of common stock purchased upon such exercise.

The number of shares of common stock issuable upon exercise of the Common Stock Warrants is subject to adjustment in certain circumstances, including a stock split of, stock dividend on, or a subdivision, combination or recapitalization of the common stock.

No fractional shares or scrip representing fractional shares shall be issued upon the exercise of the Common Stock Warrants. As to any fraction of a share of common stock which the holder would otherwise be entitled to purchase upon such exercise, we will pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the exercise price of the Common Stock Warrant per whole share or round such fractional share up to the nearest whole share of common stock.

Exercise Limitation

A holder will not have the right to exercise any portion of the Common Stock Warrants if the holder (together with its affiliates, any persons acting as a group with the holder, or other persons whose beneficial ownership of the underlying shares of common stock could or would be aggregated with the holder's for purposes of Section 13(d) of the Exchange Act) would beneficially own in excess of 4.99% (or, upon election by a holder prior to the issuance of any Common Stock Warrant, 9.99%) of the number of shares of our shares of common stock outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of the Common Stock Warrants. However, any holder may increase or decrease such percentage to any other percentage not in excess of 9.99%, upon at least 61 days' prior notice from the holder to us with respect to any increase in such percentage.

Exercise Price

The exercise price for the Common Stock Warrants is $7.50 per share. The exercise price and number of shares of common stock issuable upon exercise will adjust in the event of certain stock dividends and distributions, stock splits, stock combinations, reclassifications or similar events affecting our shares of common stock.

Transferability

Subject to applicable laws, the Common Stock Warrants may be offered for sale, sold, transferred or assigned without our consent.

Exchange Listing

We will not apply for the listing of the Common Stock Warrants on any stock exchange. Without an active trading market, the liquidity of the Common Stock Warrants will be limited.

Rights as a Stockholder

Except as otherwise provided in the Common Stock Warrants or by virtue of such holder's ownership of shares of common stock, the holder of a Common Stock Warrant does not have the rights or privileges of a holder of shares of common stock, including any voting rights, until the holder exercises the Common Stock Warrant.

Fundamental Transactions

In the event of a fundamental transaction, as described in the Common Stock Warrants and generally including, with certain exceptions, any reorganization, recapitalization or reclassification of our shares of common stock, the sale, transfer or other disposition of all or substantially all of our properties or assets, our consolidation or merger with or into another person, the acquisition of more than 50% of the aggregate voting power of all classes of our common equity, or any person or group becoming the beneficial owner of more than 50% of the aggregate voting power of all classes of our equity, the holders of the Common Stock Warrants will be entitled to receive upon exercise of the Common Stock Warrants the kind and amount of securities, cash or other property that the holders would have received had they exercised the Common Stock Warrants immediately prior to such fundamental transaction.

Amendments and Waivers

The provisions of each Common Stock Warrant may be modified or amended or the provisions thereof waived with the written consent of us and the holder or the beneficial owner of the Common Stock Warrant.

Governing Law

The Common Stock Warrants are governed by New York law.

CDI Warrants

The CDI Warrants represent the right to purchase up to 3,038,064 CDIs at an exercise price of A$11.50 per CDI. The CDI Warrants may be exercised at any time commencing on or after May 5, 2026 and on or prior to 5:00 p.m. (AEST) on November 5, 2030 (the "CDI Warrant Exercise Period"). After the CDI Warrant Exercise Period, holders of the CDI Warrants will have no further rights to exercise the CDI Warrants.

Exercisability

Each CDI Warrant will be exercisable during the CDI Warrant Exercise Period. The CDI Warrants may be exercised by lodging with us during the CDI Warrant Exercise Period a duly signed exercise notice, in the form enclosed with the Confirmation Letter, specifying the number of CDI Warrants which are being exercised, and payment of the exercise price by way of telegraphic transfer of cleared funds or a direct credit of cleared funds to us or any other method of providing the exercise price that is acceptable to us. An exercise notice is only effective when we have received the full amount of the exercise price for the relevant CDI Warrants being exercised in cleared funds.

Within five trading days (as defined in the ASX listing rules) after receipt of full payment of the exercise price (and an exercise notice, if applicable), we will issue to the holder the number of CDIs specified or taken to be specified in the exercise notice, cancel the certificate for the CDI Warrants being exercised and update the register accordingly and, if applicable, issue a new certificate for any unexercised CDI Warrants.

Ranking

Except in relation to any restrictions on disposal of the CDIs by law or by agreement with us, all CDIs issued or transferred upon the exercise of CDI Warrants will rank *pari passu* in all respects with our other CDIs from the date of issue or transfer to the holder, other than in respect of rights attaching to CDIs by reference to a record date prior to the date of their issue or transfer to the holder.

Transferability

Subject to compliance with all relevant laws, including U.S. securities laws, the CDI Warrants may not be transferred at any time without our prior written consent. No transfer is effective until we process the transfer, update the register and issue a new certificate or confirmation to the new registered holder.

Exchange Listing

There is no established public trading market for the CDI Warrants and we do not expect a market to develop. In addition, we will not apply for listing of the CDI Warrants on any securities exchange or trading system. Without an active market, the liquidity of the CDI Warrants will be limited. We will immediately apply for quotation of the CDIs resulting from the exercise of CDI Warrants on any applicable securities exchange on which such securities are quoted.

No Rights to Participate in New Issues

Holders of CDI Warrants have no rights or entitlements, without exercising the CDI Warrants, to participate in new issuances of CDIs or other securities offered to our stockholders during the CDI Warrant Exercise Period, whether by way of rights issue, bonus issue or other pro-rata offer of CDIs or other securities to stockholders.

No Rights to Participate in Dividends

Holders of CDI Warrants have no rights or entitlements to participate in any dividends until the CDI is issued to the holder on exercise of the CDI Warrants and then only in respect of rights attaching to CDIs by reference to a record date on or after the date of their issue to the holder.

Capital Reconstruction

If there is a reorganization of our issued capital while the CDI Warrants are on issue, then, subject to the ASX listing rules, the number of CDIs to which a holder is entitled or the exercise price (or both) will be proportionally adjusted to reflect the consolidation, sub-division, return of capital or other reorganization. For so long as we are subject to the ASX listing rules, the rights of the holder under the terms of issue may be amended to the extent necessary to comply with the ASX listing rules (including ASX listing rule 6.22, or its replacement or successor) applying to a reorganization of capital at the time of the reorganization.

No Other Rights

Holders of CDI Warrants have no rights or entitlements in addition to those described above to a change in the exercise price or a change to the number of CDIs over which the CDI Warrants can be exercised.

Amendments and Waivers

Other than as described above, the terms of the CDI Warrants may only be amended by us with the consent of the holder and subject to applicable law, including the ASX listing rules and the Nasdaq listing rules.

Governing Law

The CDI Warrants are governed by the laws of New South Wales, Australia.

Classified Board of Directors

In accordance with our Second Amended and Restated Certificate of Incorporation, our Board of Directors is divided into three classes with staggered three-year terms. At each annual general meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election.

We expect that any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. The division of our Board of Directors into three classes with staggered three-year terms may delay or prevent a change of our management or a change in control.

Certain Anti-Takeover Effects of Provisions of our Second Amended and Restated Certificate of Incorporation and our Amended and Restated Bylaws

Our Second Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws contain provisions that could delay, deter or prevent a change in control of our company. These provisions could also make it difficult for stockholders to elect directors who are not nominated by the current members of our Board of Directors or take other corporate actions, including effecting changes in our management. These provisions include:

- the ability of our Board of Directors to issue shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer;
- a staggered Board of Directors divided into three classes serving staggered three-year terms, such that not all members of our Board of Directors will be elected at one time;
- allowing only our Board of Directors to fill director vacancies, which prevents stockholders from being able to fill vacancies on our Board of Directors;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- a requirement for the affirmative vote of holders of at least 75% of the voting power of all of the then-outstanding shares of the voting stock, voting together as a single class, to amend certain provisions of our Second Amended and Restated Certificate of Incorporation or our Amended and Restated Bylaws, which may inhibit the ability of an acquirer to effect such amendments to facilitate an unsolicited takeover attempt;
- the ability of our Board of Directors to amend our Amended and Restated Bylaws, which may allow our Board of Directors to take additional actions to prevent an unsolicited takeover and inhibit the ability of an acquirer to amend the Amended and Restated Bylaws to facilitate an unsolicited takeover attempt;
- advance notice procedures with which stockholders must comply to nominate candidates to our Board of Directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company; and
- a prohibition of cumulative voting in the election of our Board of Directors, which would otherwise allow less than a majority of stockholders to elect director candidates.

Listing

Our common stock is listed on Nasdaq under the symbol "AVR" and our CDIs are listed on the ASX under the symbol "AVR."

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A.

THE PRIVATE PLACEMENT

On or about October 23, 2025, the Company entered into (i) the Subscription Agreements with certain investors, pursuant to which the Company issued and sold an aggregate of 2,346,936 Shares, each with an accompanying Common Stock Warrant, at a price of $4.90 per share of common stock and accompanying Common Stock Warrant, and (ii) Confirmation Letters with certain investors, pursuant to which the Company issued and sold an aggregate of 2,788,064 CDIs, each with an accompanying CDI Warrant, at a price of A$7.50 per CDI and accompanying CDI Warrant. As part of the CDI Offering, we also granted 250,000 CDI Warrants to the lead manager. The Common Stock Offering closed on October 27, 2025 and the CDI Offering closed on November 5, 2025.

Each of the Common Stock Warrants and the CDI Warrants are exercisable commencing six months following the date of issuance. The exercise price of the Common Stock Warrants is $7.50 per share, and the exercise price of the CDI Warrants is A$11.50 per CDI.

The issuance and sale of the Shares, Common Stock Warrants, CDIs and CDI Warrants pursuant to the Subscription Agreements and Confirmation Letters were not registered under the Securities Act and were issued and sold in reliance on the exemption provided by Section 4(a)(2) of the Securities Act, including under Rule 506 of Regulation D promulgated thereunder, with respect to the Shares and the Common Stock Warrants, and Regulation S with respect to the CDIs and CDI Warrants.

PLAN OF DISTRIBUTION

We are registering the issuance of the Warrant Shares and the CDI Warrant Shares covered by this prospectus to be delivered upon the exercise of the outstanding Warrants, as applicable. All costs, expenses and fees connected with the registration of such securities will be borne by us.

LEGAL MATTERS

Jones Day will pass upon the validity of the securities being offered hereby.

EXPERTS

The consolidated financial statements of the Company as of December 31, 2024 and 2025, and for each of the years in the two-year period ended December 31, 2025, have been incorporated by reference herein in reliance upon the report of KPMG, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

Certain market data in this prospectus and incorporated by reference herein is attributed to a report prepared for us by FMI and is included in reliance upon the authority of that firm as an expert, although FMI has not independently verified the material provided to it by any outside sources relied upon in producing such report. This information has been included with the consent of FMI and FMI has authorized that portions of the prospectus be attributed to it.

LIMITATION ON INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S LIABILITY

The liability of KPMG, in relation to the performance of their professional services provided to Anteris Technologies Global Corp. including, without limitation, KPMG's audits of Anteris Technologies Global Corp.'s consolidated financial statements described above, is limited under the Chartered Accountants in Australia and New Zealand (NSW) Scheme approved by the New South Wales Professional Standards Council or such other applicable scheme approved pursuant to the Professional Standards Act 1994 (NSW) (the "Professional Standards Act"), including the Treasury Legislation Amendment (Professional Standards) Act (the "Accountants Scheme"). Specifically, the Accountants Scheme limits the liability of KPMG to a maximum amount of A$75.0 million. The Accountants Scheme does not limit liability for breach of trust, fraud or dishonesty. The Professional Standards Act and the Accountants Scheme have not been subject to relevant judicial consideration and, therefore, how the limitations will be applied by courts and the effect of the limitations on the enforcement of foreign judgments is untested.

Anteris Technologies Global Corp. does not have an indemnification agreement with KPMG, the auditors of Anteris Technologies Global Corp. that, under FRC 602.02.f.i, would result in KPMG not being considered independent for the purpose of certifying the financial statements. Any such indemnification agreement would be regarded as against public policy and unenforceable under U.S. securities laws.

PART II I

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. *Other Expenses of Issuance and Distribution*

The following are the estimated expenses of the issuance and distribution of the securities being registered, all of which are payable by us. All of the items below, except for the registration fee, are estimates.

SEC registration fee	$ 5,816.67
Printing expenses	10,000.00
Accountant's fees and expenses	45,000.00
Legal fees and expenses	50,000.00
Miscellaneous	5,000.00
Total	115,816.67

Item 15. *Indemnification of Directors and Officers*

Under Delaware law, a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Delaware law further provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification may be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court deems proper.

To the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding of the types referred to above, or in defense of any claim, issue or matter therein, Delaware law provides that such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Our Second Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws require us to indemnify and hold harmless to the fullest extent permitted by applicable law, as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Company or, while a director or officer of the Company, is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity, including

service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) actually and reasonably incurred by such person. The Company is required to indemnify a person in connection with such a proceeding (or part thereof) commenced by such person only if the commencement of such proceeding (or part thereof) by the person was authorized in the specific case by the Board of Directors.

We are further required under our Amended and Restated Bylaws to pay the expenses (including attorneys' fees) actually and reasonably incurred by a director or officer of the Company in defending any such proceeding in advance of its final disposition upon receipt of an undertaking by or on behalf of such person to repay all amounts advanced if it is ultimately determined by final judicial decision from which there is no further right to appeal that such person is not entitled to be indemnified for such expenses by law, under our Second Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws or otherwise.

The rights conferred on any person by our Second Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws are not exclusive of any other right which such person may have or hereafter acquire under any statute, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding office.

Any amendment, repeal or modification of the indemnification provisions contained in our Second Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws does not adversely affect any right or protection of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

We have entered into individual indemnification agreements with each of our directors and executive officers that require us to provide indemnification and advancement of expenses in accordance with our Second Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws and that include certain additional provisions, including a requirement that we pay or reimburse the payment of attorneys' fees and expenses in connection with any action by a director or executive officer to enforce the provisions of his or her indemnification agreements against us.

We have obtained directors and officers liability insurance that provides coverage with respect to liabilities asserted against our directors and executive officers incurred in such capacity, or arising out of his or her status as such. This insurance may in certain cases provide coverage with respect to liabilities for which the Company would not have the power to indemnify its directors and executive officers under Delaware law.

Item 16. *Exhibits*

The following documents are exhibits to the registration statement:

Exhibit Number	Exhibit Description	Form	Filing Date	Exhibit Number	Filed Herewith
2.1†	Scheme Implementation Deed, dated August 13, 2024, by and between Anteris Technologies Global Corp. and Anteris Technologies Ltd	S-1	11/22/2024	2.1	
3.1	Second Amended and Restated Certificate of Incorporation of Anteris Technologies Global Corp.	8-K	12/16/2024	3.1	
3.2	Amended and Restated Bylaws of Anteris Technologies Global Corp.	8-K	12/16/2024	3.2	
4.1	Reference is made to Exhibits 3.1 and 3.2				
4.2	Description of Securities	10-K	2/26/2026	4.2	
4.3	Form of Common Stock Warrant	10-Q	11/12/2025	4.2	
4.4	Form of Confirmation Letter (containing the terms of CDI Warrants)	10-Q	11/12/2025	4.3	

Exhibit Number	Exhibit Description	Form	Filing Date	Exhibit Number	Filed Herewith
5.1	Opinion of Jones Day				X
23.1	Consent of Independent Registered Public Accounting Firm for Anteris Technologies Global Corp.				X
23.2	Consent of Future Market Insights, Inc.	10-K	2/26/2026	23.2	
23.3	Consent of Jones Day (included in Exhibit 5.1)				X
24.1	Power of Attorney (included in signature page hereto)				X
99.1	Section 13 of the ASX Settlement Rules				X
107	Filing Fee Table				X

† Certain information in this exhibit has been redacted pursuant to Item 601(a)(6) of Regulation S-K.

Item 17. ***Undertakings***

The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

   (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

   (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Tables" filed as an exhibit to the effective registration statement; and

   (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

   provided, however, that the undertakings set forth in paragraphs (1)(i), (1)(ii) and (1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of this registration statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

   (i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

   (ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is a part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

5. That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

   (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

   (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

   (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

   (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Eagan, State of Minnesota, on July 1, 2026.

Anteris Technologies Global Corp.

By: /s/ Wayne Paterson
Wayne Paterson
Vice Chairman and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Wayne Paterson and Matthew McDonnell, and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this registration statement, including post-effective amendments, and registration statements filed pursuant to Rule 462 under the Securities Act of 1933, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith and about the premises, as fully for all intents and purposes as they, he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or any of them, or their, his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Wayne Paterson Wayne Paterson	Vice Chairman and Chief Executive Officer (Principal Executive Officer)	July 1, 2026
/s/ Matthew McDonnell Matthew McDonnell	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	July 1, 2026
/s/ John Seaberg John Seaberg	Chairman of the Board of Directors	July 1, 2026
/s/ David St Denis David St Denis	President and Director	July 1, 2026
/s/ Stephen Denaro Stephen Denaro	Director	July 1, 2026
/s/ Susan Knight Susan Knight	Director	July 1, 2026
/s/ Gregory Moss Gregory Moss	Director	July 1, 2026
/s/ David Roberts David Roberts	Director	July 1, 2026

Exhibit 5.1

JONES DAY

90 SOUTH SEVENTH STREET • SUITE 4950 • MINNEAPOLIS, MINNESOTA 55402

TELEPHONE: +1.612.217.8800 • JONESDAY.COM

JULY 1, 2026

Anteris Technologies Global Corp.
Toowong Tower, Level 3, Suite 302
9 Sherwood Road
Toowong, QLD 4066
Australia

Re: Registration Statement on Form S-3 of Anteris Technologies Global Corp.

Ladies and Gentlemen:

We have acted as counsel for Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), in connection with the registration for possible issuance and sale from time to time by the Company of (i) up to 2,346,936 shares (the "***Warrant Shares***") of the common stock, par value $0.0001 per share ("***Common Stock***"), of the Company that are issuable upon the exercise of previously issued warrants to purchase Common Stock (the "***Share Warrants***") issued pursuant to those certain subscription agreements, dated on or about October 23, 2025, between the Company and the investors party thereto and (ii) up to 3,038,064 shares of Common Stock (the "***CDI Warrant Shares***"), including Common Stock represented by CHESS Depositary Interests of the Company (together with the Warrant Shares and CDI Warrant Shares, the "***Securities***"), that are issuable upon the exercise of previously issued warrants to purchase CHESS Depositary Interests (together with the Share Warrants, the "***Warrants***") issued pursuant to those certain confirmation letters, dated on or about October 23, 2025, between the Company and the investors party thereto, in each case as contemplated by the Registration Statement on Form S-3 (as the same may be amended from time to time, the "***Registration Statement***") filed by the Company to effect registration of the Securities under the Securities Act of 1933 (the "***Securities Act***") and to which this opinion has been filed as an exhibit. The Securities may be offered and sold from time to time pursuant to Rule 415 under the Securities Act.

In connection with the opinion expressed herein, we have examined such documents, records and matters of law as we have deemed relevant or necessary for purposes of such opinion. Based upon the foregoing and subject to the further assumptions, qualifications and limitations set forth herein, we are of the opinion that the Securities, when issued upon the exercise of the Warrants pursuant to the terms and conditions of the Warrants, will be validly issued, fully paid and nonassessable.

With regard to our opinion above, we have assumed that (i) the Registration Statement, and any amendments thereto will remain effective at the time of issuance of any Securities thereunder), (ii) the resolutions of the Board of Directors of the Company authorizing the Company to issue and deliver the Securities will remain in full force and effect at all times at which such Securities are issued and delivered by the Company, and the Company will take no action inconsistent with such resolutions, and (iii) the Securities will be issued in compliance with applicable federal and state securities laws.

As to facts material to the opinion and assumptions expressed herein, we have relied upon oral or written statements and representations of officers and other representatives of the Company and others. The opinion expressed herein is limited to the General Corporation Law of the State of Delaware, as currently in effect, and we express no opinion as to the effect of the laws of any other jurisdiction on the opinions expressed herein.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to Jones Day under the caption "Legal Matters" in the prospectus constituting a part of the Registration Statement. In giving such consent, we do not hereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Jones Day

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated February 26, 2026, with respect to the consolidated financial statements of Anteris Technologies Global Corp. incorporated herein by reference and to the reference to our firm under the heading “Experts” in the prospectus.

/s/ KPMG

KPMG
Brisbane, Australia
July 1, 2026

SECTION 13 DEPOSITARY INTERESTS IN CHESS

This Section 13 sets out the Rules governing CHESS Depositary Interests and Foreign Depositary Interests and modifies the operation of the Rules in a number of respects.

CHESS Depositary Interests are units of beneficial ownership in a Principal Financial Product, registered in the name of a Depositary Nominee. They include CUFS, DIs and Government Bond Depositary Interests. Foreign Depositary Interests comprise a beneficial interest in a Participating International Financial Product held by a Depositary Nominee.

13.1 APPLICATION OF CDI RULES

13.1.1 Effect of Section 13

This Section 13 only applies to, and has effect in relation to, CDIs issued in respect of a class of Principal Financial Products. The Rules, to the extent that they are not inconsistent with Section 13, have full force and effect in relation to CDIs other than as specifically modified by the provisions of Section 13.

Introduced 11/03/04 Origin SCH 3A.1.1, 3A.1.2 Amended 06/06/05, 01/05/26

13.1.2 Nominee Terms in respect of Principal Financial Products other than Government Bonds

The terms on which a Depositary Nominee holds Principal Financial Products other than Government Bonds are set out in the Nominee Terms for that Depositary Nominee and as supplemented by Section 13. The Nominee Terms and this Section 13 should be read together and are not intended to create conflicting rights or obligations.

The Nominee Terms for a Depositary Nominee are specified in the Procedures and may be varied or replaced only in accordance with the Nominee Terms and the Procedures. The Nominee Terms may relate to all classes of Principal Financial Products other than Government Bonds held by the Depositary Nominee from time to time, or only such classes of those Principal Financial Products specified in the Nominee Terms and the Procedures from time to time.

The Nominee Terms do not form part of these Rules. However, if a Rule requires the Principal Issuer to comply with any part of the Nominee Terms, failure by the Principal Issuer to comply with that part of the Nominee Terms is a contravention of the Rule.

The Principal Issuer undertakes to comply with the provisions of the Nominee Terms.

Introduced 01/05/26

13.1.3 Government Bonds

The terms on which a Depositary Nominee holds Principal Financial Products that are Government Bonds are set out in Section 13. Despite any other rule in Section 13, the Nominee Terms do not apply in respect of Principal Financial Products that are Government Bonds and references to the Nominee Terms in this Section 13 should be interpreted accordingly and as the context requires.

Introduced 01/05/26

13.2 PREREQUISITES FOR SETTLEMENT OF INSTRUCTIONS IN PRINCIPAL FINANCIAL PRODUCTS

13.2.1 Approval of person as Principal Issuer

A person who has applied for:

(a) a class of Principal Financial Products; or

(b) CDIs issued over a class of Principal Financial Products,

to be quoted on the market of an Approved Listing Market Operator may apply to ASX Settlement in the form prescribed in the Procedures to:

(c) act as Principal Issuer in relation to CDIs issued or to be issued in respect of those Principal Financial Products; and

(d) to have those CDIs approved.

Introduced 11/03/04 Origin SCH 3A.2.1 Amended 10/06/04, 06/06/05, 27/06/11

13.2.2 Appointment of Depositary Nominee and issue of CDIs

If ASX Settlement determines to accept an application under Rule 13.2.1, the Principal Issuer must:

(a) appoint a Depositary Nominee for those Principal Financial Products for the purpose of complying with these Rules;

(b) give Notice to ASX Settlement of:

(i) the identity of the Depositary Nominee appointed by the Principal Issuer and written confirmation from the Depositary Nominee of its agreement to be appointed; and

(ii) the Transmutation Ratio for the Principal Financial Products;

(c) make arrangements satisfactory to ASX Settlement to enable the Principal Issuer to comply with the requirements of Rules 13.4.3 and 13.5; and

(d) make arrangements satisfactory to ASX Settlement to issue CDIs or make them available in respect of that class of Principal Financial Products to each person who has:

(i) an entitlement to those CDIs or Principal Financial Products; and

(ii) where applicable, not elected to take a document of Title to those Principal Financial Products.

Introduced 11/03/04 Origin SCH 3A.2.2 Amended 06/06/05, 21/05/13, 01/05/26

13.2.3 Vesting arrangements for Principal Financial Products

If Rule 13.2.2 applies, the Principal Issuer must, either not later than End of Day on the Issue Date for the new Principal Financial Products, or such other time as ASX Settlement requires:

(a) cause the Title to any Principal Financial Products that are to be held in the form of CDIs to be vested in the Depositary Nominee nominated by the Principal Issuer under Rule 13.2.2 to be held subject to this Section 13 and the Nominee Terms, in a manner recognised by Australian law and all applicable foreign laws;

(b) immediately give Notice to ASX Settlement that Title to the Principal Financial Products has vested in the Depositary Nominee; and

(c) record:

(i) the CDIs corresponding to the Principal Financial Products on the CHESS Subregister or the Issuer Sponsored Subregister, as the case requires; and

(ii) the information required to be recorded under these Rules in such manner as to identify each Holder of the CDIs, whether on the CHESS Subregister or the Issuer Sponsored Subregister.

Introduced 11/03/04 Origin SCH 3A.2.3 Amended 06/06/05, 04/03/13, 01/05/26

13.2.4 Effective date of approval – CDIs as Approved Financial Products

Where ASX Settlement determines to accept an application made under Rule 13.2.1, the Commencement Date for CDIs issued in respect of the class of Principal Financial Products will be the date that ASX Settlement notifies the Principal Issuer and the Depositary Nominee that those CDIs are Approved Financial Products, or such other date determined by ASX Settlement.

Introduced 06/06/05 Amended 01/05/26

13.2.5 CDIs as Approved Financial Products – transitional provision

From the date on which this rule 13.2.5 comes into effect, all CDIs issued by a Principal Issuer over a class of previously approved Principal Financial Products will be taken to be Approved Financial Products.

Introduced 06/06/05

13.3 TRANSMUTATION AND ALTERATIONS OF PRINCIPAL FINANCIAL PRODUCTS

13.3.1 Transmutation of Principal Financial Products to CDIs at Election of Holder

If a Holder of Financial Products that forms part of a class of Principal Financial Products in respect of which CDIs have been approved gives Notice to the Principal Issuer, at any time after the date of quotation of the Principal Financial Products, requesting the Transmutation of a quantity of those Principal Financial Products to CDIs, the Principal Issuer must, provided the Notice is accompanied by any corresponding documents of Title:

(a) as soon as possible, cause Title to the quantity of Principal Financial Products specified in the Notice to be vested in the Depositary Nominee for those Principal Financial Products to be held subject to this Section 13 and the Nominee Terms;

(b) record:

(i) the CDIs corresponding to the Principal Financial Products on the CDI Register; and

(ii) the information required to be recorded under these Rules in such manner as to identify each Holder of the CDIs, on the CDI Register; and

(c) give Notice to the Holder that the Transmutation has been effected.

This Rule 13.3 applies to Principal Financial Products that are Government Bonds only in the circumstances specified in the Procedures.

Introduced 11/03/04 Origin SCH 3A.3.1 Amended 06/06/05, 21/05/13, 01/05/26

13.3.2 Transmutation of Principal Financial Products to CDIs for Settlement Purposes

Each Participant that is obliged to deliver a quantity of Principal Financial Products to another Participant must, unless otherwise agreed with that Participant, do so by initiating a Message to Transfer the corresponding quantity of CDIs in respect of those Principal Financial Products.

A Participant must not deliver a paper-based transfer of Principal Financial Products to another Participant unless otherwise agreed with that other Participant.

Introduced 11/03/04 Origin SCH 3A.3.2, 3A.3.3

13.3.3 Participant may initiate a Transmutation on behalf of a person

A Participant that is authorised by a person to do so, may Transmute Principal Financial Products to CDIs or CDIs to Principal Financial Products on behalf of the person in any circumstance where Transmutation by that person is permitted under these Rules.

Introduced 11/03/04 Origin SCH 3A.3.4

13.3.4 Circumstances in which Depositary Nominee may refuse to accept a transfer of Principal Financial Products

Despite any other Rule in this Section 13, the Depositary Nominee may refuse to accept Principal Financial Products:

(a) if the Depositary Nominee forms the view, or is notified by the Principal Issuer, ASX Settlement or an Approved Clearing House, that such acceptance would or might result in the contravention of any applicable law; or

(b) if such action is deemed necessary or advisable by the Depositary Nominee at any time:

(i) because of a direction given to the Depositary Nominee or its Related Bodies Corporate by any governmental agency or regulatory or supervisory authority, a market or an Approved Clearing House;

(ii) because the Depositary Nominee reasonably considers in its discretion that this is required to comply with its Australian financial services licence obligations or any requirement of any such agency, authority, market or Approved Clearing House; or

(iii) if acceptance of the Principal Financial Products may require the Depository Nominee to obtain an approval, licence or other registration from or with any such agency, authority, market or Approved Clearing House,

in each case, whether or not such agency, authority, market or Approved Clearing House is located in an Australian or other jurisdiction.

Introduced 01/05/26

13.4 CONSEQUENCES OF VESTING TITLE IN DEPOSITARY NOMINEE

13.4.1 Trust for Holders of CDIs

When Title to Principal Financial Products is vested in a Depositary Nominee, all right, title and interest in those Principal Financial Products is held by the Depositary Nominee subject to the right of any person identified as a Holder of CDIs in respect of those Principal Financial Products to receive all direct economic benefits and any other entitlements in relation to those Principal Financial Products in accordance with the Nominee Terms for that Depositary Nominee and as supplemented by Section 13.

The key terms on which the Depositary Nominee holds Principal Financial Products are set out in Nominee Terms for that Depositary Nominee.

Introduced 11/03/04 Origin SCH 3A.4.1 Amended 17/03/08, 01/05/26

13.4.2 Identification of CDI Holders

For the purposes of Rule 13.4.1 and in accordance with the Nominee Terms, a person is (subject to any subsequent disposition) entitled to all direct economic benefits and any other entitlements in relation to Principal Financial Products vested in a Depositary Nominee under these Rules if:

(a) in accordance with Rule 13.2.3, the Principal Issuer has recorded the person in the CDI Register as the holder of CDIs for those Principal Financial Products; or

(b) under Rule 13.3.1, the person is the former Holder of the Principal Financial Products to which the CDIs relate, or that person's nominee.

Introduced 11/03/04 Origin SCH 3A.4.2 Amended 01/05/26

13.4.3 Immobilisation of Principal Financial Products

A Depositary Nominee that holds Principal Financial Products under these Rules must:

(a)

(i) where a Certificate is issued as evidence of Title to those Financial Products, make arrangements satisfactory to ASX Settlement for any Certificate representing its holding of Principal Financial Products to be held by the Principal Issuer for safekeeping; or

(ii) where the Financial Products are held on account in an Approved Clearing House, ensure that a Segregated Account is maintained in respect of those Financial Products, which must constitute the Principal Register for the purposes of these Rules;

(b) not dispose of any of those Principal Financial Products unless authorised by these Rules; and

(c) not create any interest (including a security interest) which is inconsistent with the Title of the Depositary Nominee to the Principal Financial Products and the interests of the Holders of CDIs in respect of the Principal Financial Products, other than any interest which routinely arises under the rules of a relevant Approved Clearing House or in connection with the appointment by the Depositary Nominee of a custodian to hold the Principal Financial Products, unless authorised by these Rules.

Introduced 11/03/04 Origin SCH 3A.4.3 Amended 01/05/26

13.5 REGISTERS AND PROCESSING OF TRANSFERS AND TRANSMUTATIONS

13.5.1 Issuer to establish and maintain Principal Register and CDI Register

If CDIs in respect of a class of Principal Financial Products are approved, the Principal Issuer must establish and maintain:

(a) Where the Principal Issuer is a company:

(i) a Principal Register that properly records the interest of the Depositary Nominee in its Financial Products; and

(ii) a CDI Register that contains all of the information that would otherwise be required to be kept under the Corporations Act if the Principal Issuer were an Australian listed public company and the CDI Register were a register of members of that company; or

(b) Where the Principal Issuer is a Government Bond Issuer:

(i) a Principal Register; and

(ii) a CDI Register.

For the purposes of paragraph (a)(i), where Financial Products of a Principal Issuer (or an equitable or beneficial interest in Financial Products of a Principal Issuer) are held by a custodian on behalf of the Depositary Nominee under a custody arrangement, the Principal Register together with the records of the custodian must properly record the interest of the Depositary Nominee in the Principal Issuer's Financial Products.

Introduced 11/03/04 Origin SCH 3A.5.1, 3A.5.2 Amended 06/06/05, 21/05/13, 05/12/19, 01/05/26

13.5.2 Reconciliation of Registers

The Principal Issuer must ensure, at all times that:

(a) the total number of CDIs on the CDI Register reconciles to the total number of Principal Financial Products registered in the name of the Depositary Nominee on the Principal Register and taking into account the Transmutation Ratio, or as otherwise specified in the Procedures; and

(b) where applicable, it has one or more Certificates registered in the name of the Depositary Nominee in its possession which represent the same number of Principal Financial Products as are registered in the name of the Depositary Nominee on the Principal Register.

Introduced 11/03/04 Origin SCH 3A.5.3 Amended 06/06/05, 21/05/13, 01/05/26

13.5.3 Right of Inspection of CDI Register

If a Principal Issuer is required to establish and maintain a CDI Register under Rule 13.5.1, the Principal Issuer must make its CDI Register available for inspection in Australia to the same extent and in the same manner as if that CDI Register were a register of members of an Australian listed public company.

This Rule 13.5.3 does not apply in respect of a class of Principal Financial Products that are Government Bonds or Principal Financial Products issued by a DI Issuer to the extent that the Principal Register need not be available for inspection where that Principal Register is located in a foreign jurisdiction.

Introduced 11/03/04 Origin SCH 3A.5.4A Amended 21/05/13, 05/12/19

13.5.4 Issuer Sponsored Subregisters and CHESS Subregisters for CDIs

If CDIs in respect of a class of Principal Financial Products are approved, the Principal Issuer must establish and maintain:

(a) an Issuer Sponsored Subregister; and

(b) a CHESS Subregister,

of CDIs in respect of the Principal Financial Products as if the CDIs were Financial Products of an Australian Issuer, issued wholly in uncertificated form.

Introduced 11/03/04 Origin SCH 3A.5.5 Amended 06/06/05

13.5.5 Third Party Provider as Agent – [Deleted]

Introduced 11/03/04 Origin SCH 3A.5.6 Deleted 06/06/05

13.5.6 Agents of Principal Issuer

If a Principal Issuer employs or retains a Third Party Provider to establish and maintain a Principal Register or a CDI Register in respect of a class of its Principal Financial Products, then for the purposes of these Rules, the Third Party Provider is taken to perform those services as the agent of the Principal Issuer.

Introduced 11/03/04 Origin SCH 3A.5.7 Amended 06/06/05

13.5.7 Depositary Nominee obliged to ensure information is provided to Principal Issuer

Notwithstanding Rule 13.5.2, if a Depositary Nominee employs or retains a Third Party Provider to administer the Principal Register, which is not the same Third Party Provider as that retained by the Principal Issuer to establish and maintain a CDI Register under Rule 13.5.6, then the Depositary Nominee must ensure that its Third Party Provider provides such information to the Principal Issuer at such times as the Principal Issuer requires for performance of its obligations under Rules 13.1 to 13.13.

Introduced 11/03/04 Origin SCH 3A.5.8

13.5.8 Power of Attorney

The Depositary Nominee appoints the Principal Issuer to be the Depositary Nominee's attorney and in the name of the Depositary Nominee (or in the name of the Principal Issuer or its delegate) and on the Depositary Nominee's behalf:

(a) to execute any transfer for the purposes of Rule 13.3; and

(b) to do all things necessary or desirable to give full effect to the rights and obligations of the Depositary Nominee in Section 13, including (but not limited to) in connection with vesting Title to Principal Financial Products in the Depositary Nominee, administering Corporate Actions and taking other actions in accordance with rule 13.6, the appointment of proxies, the revocation of a trust under which the Depositary Nominee holds a Principal Financial Product and the giving of notices to Holders and other persons,

and the Depositary Nominee undertakes to ratify and confirm anything done under this power of attorney by the Principal Issuer.

The authority of the Principal Issuer under the power of attorney does not include the revocation of trust by the Depositary Nominee under Rule 13.5A.1 but applies in relation to actions of the Depositary Nominee following a revocation of trust including (but not limited to) notifications to Holders of CDIs and the distribution of Principal Financial Products and other relevant property.

The Principal Issuer must not do anything under this power of attorney that would cause the Depositary Nominee to breach the Nominee Terms or these Rules or any law.

Introduced 11/03/04 Origin SCH 3A.5.9 Amended 01/05/26

13.5.9 Delegation by Principal Issuer under Power of Attorney

The Principal Issuer may in writing:

(a) delegate its powers to any person for any period;

(b) at its discretion, revoke any such delegation; and

(c) exercise or concur in exercising any power despite the Principal Issuer or a delegate of the Principal Issuer having a direct or personal interest in the mode or result of the exercise of that power.

The Principal Issuer must act in good faith and with due care in selecting the delegate and must monitor them. The Principal Issuer is responsible for any conduct or omission of the delegate as if the conduct or omission was of the Principal Issuer.

Introduced 11/03/04 Origin SCH 3A.5.9A Amended 01/05/26

13.5.10 Indemnity

If a Principal Issuer or its Third Party Provider executes a transfer of Principal Financial Products on behalf of a Depositary Nominee as transferor or transferee, other than a Transfer which is supported by a Message initiated by a Participant under these Rules, the Principal Issuer indemnifies:

(a) the relevant Depositary Nominee;

(b) ASX Settlement; and

(c) each Participant,

and warrants to ASX Settlement that it indemnifies the transferor or the beneficial owner of the Principal Financial Products, as the case requires, against all losses, damages, costs and expenses that they or any of them may suffer or incur as a result of the transfer not being authorised by the transferor or by the beneficial owner of the Principal Financial Products.

For the avoidance of doubt, Rule 13.5.10 does not apply to a Government Bond Issuer.

Introduced 11/03/04 Origin SCH 3A.5.10 Amended 21/05/13, 01/05/26

13.5.11 ASX Settlement holds benefit of warranties for Depositary Nominee – [Deleted]

Introduced 11/03/04 Origin SCH 3A.5.10A Deleted 01/05/26

13.5.12 Principal Issuer and Depositary Nominee not to interfere in Transfer and Transmutation

Unless otherwise permitted under these Rules or the Listing Rules, a Principal Issuer or a Depositary Nominee must not refuse or fail to register, or give effect to, or otherwise interfere with the processing and registration of:

(a) a paper-based transfer of Principal Financial Products;

(b) a Transfer of CDIs;

(c) a Transmutation of Principal Financial Products to CDIs;

(d) a Transmutation of CDIs to Principal Financial Products;

(e) a shunt from a DI register to a Principal Register; or

(f) a shunt from a Principal Register to a DI register.

Introduced 11/03/04 Origin SCH 3A.5.11, 3A.5.12 Amended 06/06/05 01/05/26

13.5.13 No Notice of Unregistered Interests

For the purposes of all relevant Australian and foreign laws, neither ASX Settlement nor any Depositary Nominee is affected by actual, implied or constructive notice of any interest in CDIs other than the Holdings on the CDI Register.

A Depositary Nominee may deal with the registered Holder of CDIs as if, for all purposes and in accordance with the Nominee Terms, the Holder of CDIs is the absolute beneficial owner of the Principal Financial Products to which the CDIs relate, without any liability whatsoever to any other person who asserts an interest in the CDIs or in the Principal Financial Products to which the CDIs relate or in the rights in respect of them under these Rules or the Nominee Terms.

Introduced 11/03/04 Origin SCH 3A.5.13, 3A.5.14 Amended 01/05/26

13.5 A TERMINATION OF CDI HOLDING BY THE DEPOSITARY NOMINEE

13.5A.1 Termination of trust over Principal Financial Products

The Depositary Nominee may revoke the trust under which it holds the Principal Financial Products on the date notified by it to ASX Settlement and the Principal Issuer:

(a) if the CDI ceases to be an Approved Financial Product or the CDI is in respect of a class of Principal Financial Products for which the approval under Rule

13.2 has been revoked; or

(b) in the circumstances set out in the Nominee Terms in respect of the relevant Depositary Nominee.

The Depositary Nominee must notify the affected Holders of CDIs of the revocation in accordance with the Procedures.

From the date of revocation:

(i) the Depositary Nominee holds the Principal Financial Products and any other relevant property on trust for distribution to each Holder of CDIs and otherwise on the same terms as far as practicable as it held the Principal Financial Products and other relevant property before such revocation of trust;

(ii) the Depositary Nominee may continue to hold on trust for the relevant Holder of CDIs the Principal Financial Products and any other relevant property for any period determined by the Depositary Nominee instead of distributing that property to the Holder of CDIs and, in doing so, the Depositary Nominee will not be liable for any loss, cost, damage or expense suffered by the Holder of CDIs (except where such loss, cost, damage or expense is directly caused by the Depositary Nominee's actual fraud or dishonesty); and

(iii) the Depositary Nominee may appoint a custodian or agent (including a paying agent), which may be the Principal Issuer, for the purpose of holding Principal Financial Products and any other relevant property (including, without limitation, net proceeds referred to in Rule 13.5A.2(c)) or performing any of its duties relating to the distribution or holding of property or for any other purpose for which a trustee may appoint an agent. Where the Depositary Nominee proposes to appoint a custodian or agent, the Principal Issuer may nominate a custodian or agent for consideration by the Depositary Nominee.

The Depositary Nominee is not obliged to appoint a custodian or agent nominated by the Principal Issuer.

Introduced 17/03/08 Amended 01/05/26

13.5A.2 Distribution of Principal Financial Products and power of sale

If a Depositary Nominee revokes the trust under which it holds a class of Principal Financial Products in accordance with Rule 13.5A.1:

(a) the Depositary Nominee may notify the affected Holders of CDIs in accordance with the Procedures of a procedure by which the Principal Financial Products and any other relevant property will be distributed to Holders;

(b) subject to any law or rule of any financial market where the Principal Financial Products are listed or quoted, the Principal Issuer must use all reasonable endeavours to assist the Depositary Nominee to distribute the Principal Financial Products and any other relevant property to Holders of CDIs in accordance with the procedure notified by the Depositary Nominee; and

(c) if the Depositary Nominee, after taking any steps specified in the Procedures, has been unable to distribute the Principal Financial Products and any other relevant property to a Holder of CDIs, then the Depositary Nominee:

(i) may sell the Principal Financial Products and any other relevant property and, subject to any right of indemnity exercisable by the Depositary Nominee, hold the net proceeds (taking into account all costs, expenses and fees (including currency conversion and brokerage fees)) on trust for distribution to the Holder of CDIs. The Holder of those CDIs has a vested and indefeasible interest in, and is absolutely entitled to, such net proceeds; and

(ii) may, after any period specified by law for holding unclaimed moneys, remit those monies to a regulatory authority in accordance with relevant law.

Introduced 17/03/08 Amended 01/05/26

13.5A.3 Exercise of power of sale

In exercising a power of sale in this Section 13, the Depositary Nominee may do any of the following:

(a) sell, dispose of, transfer or otherwise deal with the Principal Financial Products and any other relevant property to any person including without limitation to an associate of any of the Principal Issuer, the Holder of CDIs or the Depositary Nominee;

(b) effect any sale by a single contract or in separate lots or parcels or in any other manner that the Depositary Nominee may think fit, with power to the Depositary Nominee to apportion the sale price and all costs, expenses, purchase money and fees (including currency conversion and brokerage fees) between the Principal Financial Products so dealt with, provided the apportionment is fair and equitable;

(c) subject to any contrary rule of law or equity, allow a purchaser of the Principal Financial Products any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either upon the security of the property sold or any part or upon any other security or without any security and the conditions of sale may include such special conditions as the Depositary Nominee may think fit; or

(d) sign deeds of sale with respect to the sale of any Principal Financial Product and any other relevant property, and execute any other documents as may be required to transfer the rights of such Principal Financial Products or any other relevant property.

The Holder of a CDI has a vested and indefeasible interest in, and is absolutely entitled to, the net proceeds of any such sale, disposal, transfer of or other dealing in the Principal Financial Product in respect of the CDI.

Introduced 17/03/08 Amended 01/05/26

13A.5A.4 Limitation of liability

If a Depositary Nominee exercises the power of sale in accordance with this Section 13:

(a) the exercise of that power does not involve on the part of the Depositary Nominee:

(i) incurring any personal liability in connection with that exercise or its consequences unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default; and

(ii) any breach of duty or trust whatsoever, unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default; and

(b) the Depositary Nominee has no liability to any Holder for any delay in the sale of any property or any failure to obtain a particular price for any Principal Financial Products and any other relevant property or for obtaining different prices on different Principal Financial Products or other property sold pursuant to these Rules, or for any failure to obtain a particular rate for any currency conversion.

The person who acquires the Principal Financial Products need not confirm or verify whether Depositary Nominee has the right to dispose of the Principal Financial Products or whether the Depositary Nominee exercises that right properly.

Introduced 17/03/08 Amended 01/05/26

13.5A.5 Appointment of custodian or agent

If the Depositary Nominee appoints a custodian or agent in accordance with this Rule 13.5A, the following will apply to such appointment:

(a) the Depositary Nominee may appoint one or more persons whom the Depositary Nominee determines to be properly qualified to act as the custodian or agent in respect of the Principal Financial Products and any other relevant property (including, without limitation, net proceeds referred to in Rule 13.5A.2(c)) ("**Relevant Property**");

(b) the Depositary Nominee and the custodian or agent must execute a written agreement setting out the terms and conditions in relation to the appointment of the custodian or agent which provides among other things:

(i) a representation from the custodian or agent to the Depositary Nominee that it has the skill, facilities, capacity and staff to carry out the duties of a custodian or agent;

(ii) a representation that the custodian or agent agrees to follow any proper instructions or communications from the Depositary Nominee or any relevant regulatory authority in relation to the transfer, disposal or remittance of the Relevant Property;

(iii) for such other matters that by law are required to be specified in the written agreement between the Depositary Nominee and the custodian or agent;

(c) any consideration or fees applying to the provision of custodian or agency services under this Rule 13.5A may be deducted from the Relevant Property by the custodian or agent (or as otherwise determined in accordance with the relevant custody or agency agreement referred to in this Rule 13.5A); and

(d) where the Depositary Nominee appoints a custodian or agent in accordance with this clause 13.5A:

(i) the exercise of that power does not involve on the part of the Depositary Nominee incurring any personal liability in connection with that exercise or its consequences;

(ii) the Depositary Nominee will not be liable for any acts or omissions of any person who acts as its custodian or agent, nor will the exercise of its powers give rise to any breach of duty or trust whatsoever,

in each case, subject to the Depositary Nominee having acted with due care in selecting that person.

Introduced 17/03/08 Amended 01/05/26

13.6 CORPORATE ACTIONS IN RELATION TO PRINCIPAL FINANCIAL PRODUCTS OTHER THAN GOVERNMENT BONDS

13.6.1 Application of Rules

The purpose of the following Rules is to ensure that, to the extent permitted by the laws of the Principal Issuer's jurisdiction of incorporation, the benefit of all Corporate Actions of a Principal Issuer will enure to the benefit of the relevant Holders of CDIs as if they were Holders of the corresponding Principal Financial Products, where Principal Financial Products are held by a Depositary Nominee under these Rules.

In this Rule 13.6, where the Principal Issuer is not the Issuer of the Principal Financial Product, references to the Principal Issuer's rights and obligations will be interpreted, where the context requires, as being or including the rights of the Issuer or requiring that the Principal Issuer procure that the Issuer performs such obligation (respectively, and as the context requires).

This Rule 13.6 does not apply to Principal Financial Products that are Government Bonds.

Introduced 11/03/04 Origin SCH 3A.6.1 Amended 06/06/05, 17/03/08, 21/05/13, 01/05/26

13.6.2 Distribution of Dividends to Holders of CDIs

If CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Principal Issuer must distribute any dividend declared in respect of the corresponding Principal Financial Products to Holders of CDIs based on relevant Cum Entitlement Balances as at End of Day on the Record Date for the dividend in proportions as determined by the Transmutation Ratio.

Introduced 11/03/04 Origin SCH 3A.6.2 Amended 06/06/05

13.6.3 Direction and Acknowledgment by Depositary Nominee

For the purposes of:

(a) the Principal Issuer's constitution; and

(b) all laws governing the entitlement to dividends of a Depositary Nominee of the Principal Issuer,

the Depositary Nominee is taken to have directed the Principal Issuer to distribute any dividend, that would otherwise be payable to it under the Principal Issuer's constitution, in accordance with these Rules.

Introduced 11/03/04 Origin SCH 3A.6.3

13.6.4 Discharge of Principal Issuer's obligation to pay dividend to Depositary Nominee

A Depositary Nominee for a Principal Issuer acknowledges that distribution of a dividend in accordance with these Rules discharges the Principal Issuer's obligation to pay the dividend to the Depositary Nominee, and the Depositary Nominee has no further duties or obligations to the Holders of CDIs or any other person in respect of such dividend.

Introduced 11/03/04 Origin SCH 3A.6.4 Amended 01/05/25

13.6.5 Payments or distributions

This Rule 13.6, including rules 13.6.2, 13.6.3 and 13.6.4, apply in respect of a CDI as if a reference to “dividend” is a reference to any distribution or payment, whether principal, premium or interest, as defined in the offering memorandum in respect of the Principal Financial Products.

Introduced 11/03/04 Origin SCH 3A.6.4A Amended 01/05/26

13.6.6 Payment Obligations

Where a DI Issuer makes a payment pursuant to Rule 13.6.2, that payment must be made to all Holders of DIs as soon as reasonably practicable.

Introduced 11/03/04 Origin SCH 3A.6.4B Amended 04/04/05

13.6.7 Corporate Actions

(a) Subject to paragraph (d), if CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Principal Issuer must administer all Corporate Actions that result in:

(i) the Issue of additional or replacement Financial Products in respect of the Principal Financial Products; or

(ii) the cancellation, buy back or other reduction in number by whatever means of the Principal Financial Products (whether in whole or part),

as if each Holder of CDIs with respect to the Depositary Nominee's Holding is a Holder of a corresponding number of Principal Financial Products, so that the Holding of each Holder of CDIs is adjusted as a result of the Corporate Action (whether by issuing additional or replacement CDIs to Holders of CDIs, or by cancelling or otherwise reducing the number of CDIs in the existing Holdings of Holders of CDIs, as the case may be) based on relevant Cum Entitlement Balances as at End of Day on the Record Date for the Corporate Action on the same terms as would otherwise have applied if the Holders of CDIs were Holders of the Principal Financial Products.

(b) If the benefits conferred in the Corporate Action are additional or replacement Financial Products as described in paragraph (a)(i), the Principal Issuer must ensure that those Financial Products are vested in the Depositary Nominee as Holder of the Principal Financial Products and the benefits are distributed to Holders of CDIs in the form of CDIs corresponding to those Principal Financial Products.

(c) The Principal Issuer must ensure that the benefit of Corporate Actions is conferred on Holders of CDIs in proportions determined by the Transmutation Ratio.

(d) If:

(i) the laws of the Principal Issuer’s jurisdiction of incorporation do not permit the Principal Issuer to administer a Corporate Action as if each Holder of CDIs with respect to the Depositary Nominee's Holding is the Holder of a corresponding number of Principal Financial Products in the manner described in paragraph (a); and

(ii) the Principal Issuer has:

(A) so notified ASX Settlement in writing;

(B) given ASX Settlement:

a. written details of an alternative proposal (“Alternative Proposal”) under which the number of Principal Financial Products held by the Depositary Nominee (when adjusted in accordance with the Alternative Proposal), combined with any other benefits (if any) to be conferred on the Depositary Nominee pursuant to the Alternative Proposal (such as cash), will result in each CDI Holder being placed as nearly as practicable in the same economic position as a result of the Corporate Action as if the Principal Issuer had administered the Corporate Action in the manner described in paragraph (a); or

b. if the laws of the Principal Issuer's jurisdiction of incorporation require the Corporate Action, so far as it concerns the Depositary Nominee and the Holders of CDIs with respect to the Depositary Nominee's Holding, to be administered having regard only to the Depositary Nominee's holding of Principal Financial Products at that time, to the exclusion of all other considerations, and such laws do not admit of any alternative proposal under which the interests of Holders of CDIs with respect to the Depositary Nominee's Holding may be taken into account (including, without limitation, by the payment of cash consideration in lieu of any additional CDIs to which the Holders of CDIs would have been entitled if the Principal Issuer had administered the Corporate Action in the manner described in paragraph (a)), a statement to that effect ("Statement");

(C) provided an undertaking to ASX Settlement that it has disclosed the details of the Corporate Action (including details of any Alternative Proposal or Statement, as applicable) to Holders of CDIs in accordance with all applicable laws; and

(D) provided to ASX Settlement any additional information or documents which ASX Settlement requests for the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable) including, without limitation, a legal opinion satisfactory to ASX Settlement confirming the matters referred to in paragraph (d)(i) and such other matters related to the Corporate Action and the Alternative Proposal or Statement (as applicable) as ASX Settlement in its discretion may nominate; and

(iii) ASX Settlement has confirmed in writing its acceptance of the Alternative Proposal or Statement (as applicable),

the Principal Issuer must ensure that:

(iv) the Corporate Action is administered in accordance with the Alternative Proposal or Statement (as applicable); and

(v) the Holding of each Holder of CDIs is adjusted as a result of the Corporate Action accordingly.

For the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable), and in confirming its acceptance of the Alternative Proposal or Statement (as applicable), ASX Settlement relies and is entitled to rely on all information, opinions and other documents provided to it by the Principal Issuer. By confirming its acceptance of the Alternative Proposal or Statement (as applicable), ASX Settlement does not and shall not be taken for any purpose to:

(vi) endorse, promote or otherwise support the Alternative Proposal or Statement;

(vii) express any view about the merits or the correctness of the legal and factual basis of the Alternative Proposal or Statement or any other matter connected with them; or

(viii) accept any liability in connection with the Corporate Action, Alternative Proposal or Statement.

For the purposes of this Rule 13.6.7, "Corporate Action" includes (but is not limited to) bonus issues, rights issues, mergers and reconstructions (including any action taken by a Principal Issuer to reduce (or that will have the effect of reducing) the number of Principal Financial Products held by a Depositary Nominee).

Introduced 11/03/04 Origin SCH 3A.6.5 Amended 06/06/05, 17/03/08, 04/03/13

13.6.8 Dividend Reinvestment and Bonus Share Plans

If CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Principal Issuer must, in relation to any dividend investment scheme or bonus share plan in respect of those Principal Financial Products:

(a) make available to Holders of CDIs, based on relevant Cum Entitlement Balances as at End of Day on the Record Date for determining entitlements, all benefits and entitlements arising under the dividend reinvestment scheme or bonus share plan, as the case requires;

(b) distribute all benefits and entitlements arising under the dividend reinvestment scheme or bonus share plan, as the case requires, to Holders of CDIs in proportions determined by the Transmutation Ratio;

(c) ensure that any right under such a plan to elect to receive financial products rather than cash is exercised by Holders of CDIs rather than the Depositary Nominee; and

(d) if a Holder of CDIs elects to receive financial products, issue Principal Financial Products to the Depositary Nominee and distribute corresponding CDIs to the Holder of CDIs.

Introduced 11/03/04 Origin SCH 3A.6.6 Amended 06/06/05

13.6.9 Exercise of Holder rights

If CDIs in respect of a class of Principal Financial Products are approved under Rule 13.2, the Depositary Nominee must exercise any rights vested in it as the Holder of the Principal Financial Products under any law (including any right to institute legal proceedings as a holder of Financial Products), in accordance with any direction given by a Holder of CDIs.

Introduced 11/03/04 Origin SCH 3A.6.7 Amended 06/06/05 01/05/26

13.6.10 Fractional Entitlements

(a) Subject to paragraph (b), if a Corporate Action would give Holders of CDIs a fractional entitlement to additional or replacement Principal Financial Products (if they held Principal Financial Products directly), the Principal Issuer must ensure that:

(i) the number of additional or replacement Principal Financial Products issued to the Depositary Nominee is calculated as if each Holder of CDIs with respect to the Depositary Nominee's Holding is a Holder of a corresponding number of Principal Financial Products; and

(ii) Holders of CDIs receive additional or replacement CDIs reflecting the entitlements so calculated.

(b) If:

(i) the laws of the Principal Issuer's jurisdiction of incorporation do not permit the Principal Issuer to calculate the number of additional or replacement Principal Financial Products issued to the Depositary Nominee in the manner described in paragraph (a)(i) and to ensure that Holders of CDIs receive additional or replacement CDIs reflecting the entitlements so calculated; and

(ii) the Principal Issuer has:

(A) so notified ASX Settlement in writing;

(B) given ASX Settlement:

a. written details of an alternative proposal ("Alternative Proposal") under which the number of additional or replacement Principal Financial Products issued to the Depositary Nominee, combined with any other benefits (if any) to be conferred on the Depositary Nominee pursuant to the Alternative Proposal (such as cash), will result in each CDI Holder receiving as nearly as practicable the same economic benefit as a result of the Corporate Action as if the number of additional or replacement Principal Financial Products issued to the Depositary Nominee had been calculated in the manner described in paragraph (a)(i) and the Principal Issuer had ensured that Holders of CDIs received additional or replacement CDIs reflecting the entitlements so calculated; or

b. if the laws of the Principal Issuer's jurisdiction of incorporation require the number of additional or replacement Principal Financial Products issued to the Depositary Nominee to be calculated having regard only to the Depositary Nominee's holding of Principal Financial Products at that time, to the exclusion of all other considerations, and such laws do not admit of any alternative proposal under which the interests of Holders of CDIs with respect to the Depositary Nominee's Holding may be taken into account (including, without limitation, by the payment of cash consideration in lieu of such additional or replacement CDIs as the Holders of CDIs would have received if the number of additional or replacement Principal Financial Products issued to the Depositary Nominee had been calculated in the manner described in paragraph (a)(i)), a statement to that effect ("Statement");

(C) provided an undertaking to ASX Settlement that it has disclosed the details of the Corporate Action (including details of any Alternative Proposal or Statement, as applicable) to Holders of CDIs in accordance with all applicable laws; and

(D) provided to ASX Settlement any additional information or documents which ASX Settlement requests for the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable) including, without limitation, a legal opinion satisfactory to ASX Settlement confirming the matters referred to in paragraph (b)(i) and such other matters related to the Corporate Action and the Alternative Proposal or Statement (as applicable) as ASX Settlement in its discretion may nominate; and

(iii) ASX Settlement has confirmed in writing its acceptance of the Alternative Proposal or Statement (as applicable),

the Principal Issuer must ensure that:

(iv) the number of additional or replacement Principal Financial Products issued to the Depositary Nominee is calculated in accordance with the Alternative Proposal or Statement (as applicable); and

(v) Holders of CDIs receive additional or replacement CDIs reflecting the entitlements so calculated.

For the purpose of evaluating the Corporate Action (as it affects CDI Holders) and the Alternative Proposal or Statement (as applicable), and in confirming its acceptance of the Alternative Proposal or Statement (as applicable), ASX Settlement relies and is entitled to rely on all information, opinions and other documents provided to it by the Principal Issuer. By confirming its acceptance of the Alternative Proposal or Statement (as applicable), ASX Settlement does not and shall not be taken for any purpose to:

(vi) endorse, promote or otherwise support the Alternative Proposal or Statement;

(vii) express any view about the merits or the correctness of the legal and factual basis of the Alternative Proposal or Statement or any other matter connected with them; or

(viii) accept any liability in connection with the Corporate Action, Alternative Proposal or Statement.

For the purposes of this Rule 13.6.10, "Corporate Action" includes (but is not limited to) bonus issues, rights issues, mergers and reconstructions (including any action taken by a Principal Issuer to reduce (or that will have the effect of reducing) the number of Principal Financial Products held by a Depositary Nominee).

Introduced 11/03/04 Origin SCH 3A.6.8 Amended 06/06/05, 17/03/08

13.6.10 A Disposal of surplus Principal Financial Products

If:

(a) the Depositary Nominee receives Principal Financial Products in connection with a Corporate Action; and

(b) following receipt of the Principal Financial Products, the Depositary Nominee's Holding of Principal Financial Products exceeds the aggregate of each CDI Holder's entitlement to a whole number of Principal Financial Products,

the Depositary Nominee must sell such surplus Principal Financial Products and distribute the proceeds of sale (less transaction costs) to Holders of CDIs in proportion to their respective Holdings.

Introduced 17/03/08

13.6.11 General Direction and Acknowledgment by Depositary Nominee

A Depositary Nominee for a Principal Issuer:

(a) is taken to have directed the Principal Issuer to administer all Corporate Actions of the Principal Issuer in the manner provided in these Rules; and

(b) acknowledges that compliance with these Rules discharges the Principal Issuer's obligation to make the benefit of a Corporate Action available to the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3A.6.9, 3A.6.10

13.6.12 Transmutations of Financial Products and associated Entitlements

Where, during an ex-period for a Corporate Action, Principal Financial Products under Rules 13.1 to 13.13 are Transmuted in order to give effect to a transfer of those Principal Financial Products, the transmutation of those Principal Financial Products must be effected together with any associated Entitlement.

Introduced 11/03/04 Origin SCH 3A.6.11 Amended 06/06/05

13.6.13 Divestment of small Holdings

If CDIs in respect of a class of Principal Financial Products are approved and:

(a) in accordance with the Listing Rules, a Holder of less than a specified number of Principal Financial Products can be subject to divestment or sale of those Principal Financial Products by the Principal Issuer; and

(b) a Holder of CDIs would be subject to divestment or sale if it held the corresponding number of Principal Financial Products directly,

the Principal Issuer may give a Notice of Divestment in accordance with Rule 5.12.2 to the Holder of CDIs. The Principal Issuer must also give a Holder of CDIs the benefit of any notice and consent procedure that may be contained in the constitution of the Principal Issuer, the Listing Rules and the rules of any financial market on which the Principal Financial Products are listed or quoted to which the Holder of CDIs would be entitled if it held the Principal Financial Products directly.

Introduced 17/03/08

13.6.14 Depositary Nominee may consent to sale or divestment

If the Depositary Nominee is reasonably satisfied that the Principal Issuer has complied with its obligations under Rule 13.6.13, the Depositary Nominee is authorised to consent to the sale or divestment of the number of Principal Financial Products which correspond to the Holder's CDIs.

Introduced 17/03/08

13.6.15 Principal Issuer must distribute proceeds

The Principal Issuer must distribute to the Holder of CDIs any proceeds of a sale made pursuant to a notice given under Rule 13.6.13 (net of transaction costs, expenses and fees (including currency conversion and brokerage fees)). If the Principal Issuer is required under the laws of its jurisdiction of incorporation to distribute the net proceeds to the Depositary Nominee in its capacity as the Holder of the Principal Financial Products, the Depositary Nominee shall be taken to have directed the Principal Issuer to distribute the net proceeds to the Holder of CDIs. Upon distribution of the net proceeds to the Holder of CDIs, the Principal Issuer must cancel the Holder's CDIs corresponding to the Principal Financial Products which have been sold.

Introduced 17/03/08 Amended 01/05/26

13.6.16 Indemnity by Principal Issuer

By giving a Notice of Divestment, a Principal Issuer indemnifies the Depositary Nominee and ASX Settlement against any loss, cost, damage, expense or liability which they may suffer or incur as a result of any sale or divestment of Principal Financial Products and the cancellation of CDIs under this Rule.

Introduced 17/03/08

13.6.17 Liability of Depositary Nominees

A Depositary Nominee has no liability to:

(a) a Principal Issuer;

(b) Holders of CDIs; or

(c) any person claiming an interest in a Principal Financial Product or CDI, unless it acts in bad faith, negligently or in breach of these Rules.

For the avoidance of doubt and without limiting the foregoing:

(d) a Depositary Nominee has no liability to pass to any person a better interest in any Financial Product than it has.

(e) the Principal Issuer is responsible for the payment of all Entitlements in respect of a Principal Financial Product or CDI.

This Rule 13.6.17 does not apply in respect of Government Bond Issuers, Government Bonds, or Government Bond Depositary Interests or Holders of them.

Introduced 01/05/26

13.6A ENTITLEMENTS IN RELATION TO GOVERNMENT BONDS

13.6A.1 Application of Rules

The purpose of the following Rules is to ensure that the benefit of all Entitlements in relation to Principal Financial Products that are Government Bonds will enure to the benefit of the relevant Holders of CDIs as if they were Holders of the corresponding Principal Financial Products, where Principal Financial Products are registered in the name of a Depositary Nominee or its nominee under these Rules. This Rule 13.6A applies only to Principal Financial Products that are Government Bonds.

Introduced 21/05/13

13.6A.2 Direction by Depositary Nominee

For the purpose of the terms of issue of Principal Financial Products that are Government Bonds approved under Rule 13.2 and all laws governing the Entitlements of a Depositary Nominee for a Principal Issuer, the Depositary Nominee is taken to have directed the Principal Issuer to pay any Entitlements that would otherwise be payable to the Depositary Nominee in accordance with these Rules.

Introduced 21/05/13

13.6A.3 Payment of Entitlements to Holders of Government Bond CDIs.

If CDIs in respect of Principal Financial Products that are Government Bonds are approved under Rule 13.2, the Principal Issuer must pay or cause payment of any Entitlements payable in respect of the Government Bonds to Holders of the relevant Government Bond Depositary Interests in proportions as determined by the Transmutation Ratio.

Introduced 21/05/13

13.6A.4 Discharge of Principal Issuer's obligation to pay to Depositary Nominee

A Depositary Nominee for a Principal Issuer acknowledges that payment of Entitlements relating to Government Bond Depositary Interests in accordance with these Rules discharges any obligation the Principal Issuer may have to pay the Entitlements to the Depositary Nominee.

Introduced 21/05/13

13.6A.5 Liability of Depositary Nominee

A Depositary Nominee has no liability to:

(a) a Government Bond Issuer;

(b) Holders of Government Bond Depositary Interests; or

(c) any person claiming an interest in a Government Bond or Government Bond Depositary Interest,

unless it acts in bad faith, negligently or in breach of these Rules.

For the avoidance of doubt and without limiting the foregoing:

(d) A Depositary Nominee has no liability to pass to any person a better interest in any Financial Product than it has.

(e) A Depositary Nominee has no liability as an Issuer in relation to Entitlements in respect of a Government Bond. It is acknowledged that the Government Bond Issuer is responsible for the payment of all Entitlements in respect of a Government Bond and Government Bond Depositary Interest.

Introduced 21/05/13

13.6 B DISCLOSURE

13.6B.1 No disclosure obligation

A Depositary Nominee has no obligation to provide a disclosure document in respect of Government Bonds or Government Bond Depositary Interests, unless the Depositary Nominee is required to provide an information statement under section 1020AI of the Corporations Act 2001.

Introduced 21/05/13

13.7 TAKEOVERS

For the avoidance of doubt, this Rule 13.7 does not apply in relation to Principal Financial Products that are Government Bonds.

Introduced 21/05/13

13.7.1 Depositary Nominee to accept only if authorised by Holders of CDIs

If a takeover offer in respect of Principal Financial Products is received by a Depositary Nominee, the Depositary Nominee must not accept the offer except to the extent that acceptance is authorised by Holders of CDIs with respect to the Principal Financial Products under these Rules.

Introduced 11/03/04 Origin SCH 3A.7.1 Amended 06/06/05

13.7.2 Acceptance with respect to Holders of CDIs on CHESS Subregister

If:

(a) Principal Financial Products are held by a Depositary Nominee; and

(b) the corresponding CDIs are held on a CHESS Subregister,

then the provisions of the Rules governing the processing of takeover acceptances of Financial Products held on a CHESS Subregister apply as if the CDIs were Financial Products of a listed public company and the Depositary Nominee must accept a takeover offer with respect to Principal Financial Products which it holds if and to the extent to which acceptances are received and processed pursuant to the Rules.

Introduced 11/03/04 Origin SCH 3A.7.2 Amended 06/06/05

13.7.3 Acceptance with respect to Holders of CDIs on Issuer-Sponsored Subregister

If:

(a) Principal Financial Products are held by a Depositary Nominee; and

(b) corresponding CDIs are held on the Issuer Sponsored Subregister,

then the Depositary Nominee must:

(c) as soon as possible after the date of receipt of the takeover offer from the offeror, send to each Holder of CDIs registered on the CDI Register at the date of the offer, copies of the offer documentation, together with any other documents sent to target holders of the Principal Financial Products; and

(d) ensure that the offer documentation sent to Holders of CDIs includes a Notice in a form acceptable to ASX Settlement in accordance with the Procedures.

Introduced 11/03/04 Origin SCH 3A.7.3 Amended 06/06/05, 04/03/13

13.7.4 Processing of acceptances from Holders of CDIs

Where the provisions of Rule 13.7.3 apply, the Depositary Nominee must ensure that:

(a) the offeror receives and processes acceptances from Holders of CDIs or appoints a receiving agent in Australia to receive and process acceptances with respect to Holders of CDIs on the Issuer Sponsored Subregister; and

(b) either the offeror or the offeror's receiving agent provides the Depositary Nominee with a clear statement of the number of Principal Financial Products held by the Depositary Nominee with respect to which acceptances of Holders of CDIs have been received, in sufficient time to enable the Depositary Nominee to lodge a valid acceptance of the offer with the offeror as holder of the Principal Financial Products.

Introduced 11/03/04 Origin SCH 3A.7.4

13.7.5 Liability of Depositary Nominee

The Depositary Nominee has no liability to:

(a) the Principal Issuer;

(b) Holders of Principal Financial Products;

(c) Holders of CDIs;

(d) any person claiming an interest in Principal Financial Products or CDIs; or

(e) the takeover offeror,

with respect to lodging or not lodging takeover acceptances for the whole or any part of its Holding of Principal Financial Products unless it:

(f) acts contrary to a statement of a receiving agent given under Rule 13.7.4(b) or contrary to the information supplied to it by ASX Settlement regarding takeover acceptances with respect to Holdings on the CHESS Subregister for the CDIs;

(g) acts in breach of these Rules; or

(h) negligently fails to lodge the acceptance or acceptances before the close of the offer period.

Introduced 11/03/04 Origin SCH 3A.7.5 Amended 06/06/05, 01/05/26

13.8 VOTING ARRANGEMENTS

13.8.1 Interpretation

For the purposes of Rule 13.8, "constitution of a Principal Issuer" means:

(a) in respect of a share, constitution as defined in the Corporations Act; or

(b) in respect of a Financial Product other than a share, the document or legislation which creates the right for a holder of Financial Products to attend and vote at meetings of holders of Financial Products of that class and to appoint proxies in respect of that voting.

For the avoidance of doubt, this rule 13.8 does not apply in relation to Principal Financial Products that are Government Bonds.

Introduced 11/03/04 Origin SCH 3A.1.3 Amended 21/05/13

13.8.2 Principal Issuer to notify Holders of CDIs

If a meeting is convened of Holders of a class of Principal Financial Products vested in a Depositary Nominee for a Principal Issuer, the Principal Issuer must give a Notice of the meeting to each Holder of CDIs at the same time as Notice of the meeting is sent to Holders of the Principal Financial Products.

For the purposes of this Rule 13.8.2, a Principal Issuer may give a Notice of the meeting to a Holder of CDIs in any manner provided for in the Corporations Act.

Note: this Rule 13.8.2 is intended to cover the means by which a notice of meeting may be given under section 249J of the Corporations Act.

Introduced 11/03/04 Origin SCH 3A.8.1 Amended 18/12/06

13.8.3 Holders of CDIs may give Directions to Depositary Nominee

Subject to Rule 13.8.8, the Depositary Nominee must appoint two proxies even if under the constitution of the Principal Issuer, a Depositary Nominee has a right to:

(a) appoint more than one proxy for the purpose of voting at a meeting of the Principal Issuer; and

(b) cast different proxy votes for different parts of the Holding.

Introduced 11/03/04 Origin SCH 3A.8.2

13.8.4 Proxies to indicate results of resolution

One of the two proxies so appointed in accordance with Rule 13.8.3 must indicate the number of Principal Financial Products in favour of the resolution described in the proxy, and the second proxy must indicate the number of Principal Financial Products against the resolution described in the proxy.

Introduced 11/03/04 Origin SCH 3A.8.3 Amended 06/06/05

13.8.5 Determining the number of Financial Products for each proxy

The manner in which the number of Principal Financial Products is determined for each proxy is by:

(a) taking the number of CDIs in favour of the resolution;

(b) taking the number of CDIs against the resolution;

(c) applying the transmutation ratio to those CDIs; and

(d) entering the resultant number of Principal Financial Products on the appropriate proxy.

Introduced 11/03/04 Origin SCH 3A.8.4 Amended 06/06/05

13.8.6 Depositary Nominee appointing a single proxy

If under the constitution of the Principal Issuer, a Depositary Nominee can only appoint a single proxy, the Depositary Nominee must:

(a) take the number of CDIs in favour of the resolution;

(b) take the number of CDIs against the resolution;

(c) determine the net voting position either in favour of or against the resolution;

(d) apply the transmutation ratio to those CDIs; and

(e) accordingly enter the resultant number of Principal Financial Products on the proxy.

Introduced 11/03/04 Origin SCH 3A.8.5 Amended 06/060/05

13.8.7 Voting instructions by Depositary Nominee

Where the appointed proxy or proxies are required to vote on multiple resolutions, the Depositary Nominee must instruct the proxy or proxies to vote in such manner as will in the reasonable opinion of the Depositary Nominee best represent the wishes of the majority of Holders of CDIs.

Introduced 11/03/04 Origin SCH 3A.8.5A

13.8.8 Depositary Nominee to appoint Holders of CDIs as proxy

The Depositary Nominee must appoint a Holder of CDIs or a person nominated by a Holder of CDIs as its proxy for the purpose of attending and voting at a meeting of the Principal Issuer where:

(a) the constitution of the Principal Issuer allows the Depositary Nominee to appoint Holders of CDIs or a person nominated by a Holder of CDIs as its proxy; and

(b) the Holder of CDIs has informed the Principal Issuer that the Holder wishes to nominate another person to be appointed as the Depositary Nominee's proxy.

Introduced 11/03/04 Origin SCH 3A.8.1

13.8.9 Principal Issuer must notify Holders of CDIs of their Rights

The Principal Issuer must:

(a) include with the Notice of meeting given under Rule 13.8.2 a Notice in a form acceptable to ASX Settlement in accordance with the Procedures; and

(b) make appropriate arrangements to:

(i) collect and process any directions by Holders of CDIs;

(ii) provide the Depositary Nominee with a report in writing that clearly shows how the Depositary Nominee must exercise its right to vote by proxy at the meeting, in sufficient time to enable the Depositary Nominee to lodge a proxy for the meeting; and

(iii) where a Holder of CDIs, or a person nominated by a Holder of CDIs, is to be appointed the Depositary Nominee's proxy in accordance with Rule 13.8.8, collect and process all relevant proxy forms in sufficient time to enable the Depositary Nominee to lodge a proxy or proxies for the meeting.

Introduced 11/03/04 Origin SCH 3A.8.6 Amended 18/12/06

13.8.10 Depositary Nominee to call for a poll

To the extent that it is able to do so, the Depositary Nominee must make or join in any demand for a poll in respect of any matter at a meeting of the Principal Issuer in accordance with any report in writing supplied by the Principal Issuer under Rule 13.8.9(b)(ii).

Introduced 11/03/04 Origin SCH 3A.8.7

13.8.11 Meetings of Holders of CDIs

If it is necessary or appropriate for a meeting of Holders of CDIs to be convened for any purpose, including a purpose specified in these Rules:

(a) the meeting may be convened by the directors or other governing body, as the case requires, of the Principal Issuer to which the CDIs relate, or in any other manner in which a meeting of holders of Financial Products of the Principal Issuer may be convened under the law of the place of formation of the Principal Issuer;

(b) the rights of Holders of CDIs to appoint a proxy, to vote on a show of hands, to call for a poll and vote on a poll must be determined as if the meeting were a meeting of holders of Financial Products of the Principal Issuer;

(c) the requirements for Notice of the meeting and the rules and procedures for a meeting of Holders of CDIs must be the requirements, rules and procedures that would apply to a meeting of holders of Financial Products of the Principal Issuer.

Introduced 11/03/04 Origin SCH 3A.8.8 Amended 21/05/13

13.8.12 Liability of Depositary Nominees

The Depositary Nominee has no liability to:

(a) the Principal Issuer;

(b) Holders of Principal Financial Products;

(c) Holders of CDIs; or

(d) any person claiming an interest in Principal Financial Products or CDIs,

with respect to any conduct or omission of the Depositary Nominee at or connected with a meeting of Holders of Financial Products of a Principal Issuer, unless the Depositary Nominee:

(e) acts contrary to a report of the Principal Issuer given under Rule 13.8.9(b)(ii);

(f) acts in breach of these Rules; or

(g) negligently fails to vote or lodge forms of proxy before the close of the period within which proxies for the meeting may be lodged.

Introduced 11/03/04 Origin SCH 3A.8.9 Amended 01/05/26

13.8 A CHANGE OF DEPOSITARY NOMINEE

13.8A.1 Removal of Depositary Nominee and appointment of a successor

The Principal Issuer in relation to CDIs in respect of a class of Principal Financial Products may remove the Depositary Nominee for those Principal Financial Products ("**Retiring Depositary Nominee**") and appoint a new Depositary Nominee for those Principal Financial Products for the purposes of complying with these Rules ("**Successor Depositary Nominee**") by giving at least 90 days' Notice to the Retiring Depositary Nominee (or such shorter period of notice as may be agreed in writing between the Principal Issuer and the Retiring Depositary Nominee).

Prior to the effective date of the appointment, the Principal Issuer must give ASX Settlement written confirmation from the Successor Depositary Nominee of its agreement to be appointed.

Introduced 01/05/26

13.8A.2 When removal and appointment takes effect

The removal of the Retiring Depositary Nominee takes effect when the Successor Depositary Nominee is appointed by the Principal Issuer.

Introduced 01/05/26

13.8A.3 Retiring Depositary Nominee to deliver documents

The Retiring Depositary Nominee must deliver to the Successor Depositary Nominee:

(a) all original documents in its possession relating to the relevant Principal Financial Products; and

(b) any transfers, requests, notices of assignment or other documents to record the transfer of such Principal Financial Products to the Successor Depositary Nominee, which the Successor Depositary Nominee reasonably requests.

The Principal Issuer must use all reasonable endeavours to assist the Retiring Depositary Nominee to comply with this Rule 13.8A.3.

Introduced 01/05/26

13.8A.4 Further steps

Without limiting Rule 13.8A.3, the Retiring Depositary Nominee must do anything the Successor Depositary Nominee reasonably asks (such as obtaining consents, and signing, producing and delivering documents including a retirement and appointment document) to give effect to the removal and the appointment of the Successor Depositary Nominee.

Introduced 01/05/26

13.8A.5 Discharge of further obligations

When a Successor Depositary Nominee is appointed in respect of Principal Financial Products and there is no Principal Financial Products of that class (or other relevant property in respect of Principal Financial Products of that class) held by the Retiring Depositary Nominee as Depositary Nominee, the Retiring Depositary Nominee is discharged from any further obligation under these Rules in respect of the Principal Financial Products, any CDIs in respect of them and Holders of such CDIs. However, this discharge does not affect any accrued rights or obligations including, for the avoidance of doubt, its rights of indemnity that continue to accrue up to the date its removal takes effect.

Introduced 01/05/26

13.9 SPECIFIC MODIFICATIONS TO RULES

13.9.1 Modifications

The following modifications are made to the Rules in respect of the operation of Section 13:

(a) Rule 8.1 does not apply.

(b) Rule 8.2.1(a) is varied by the insertion of the words " or CDIs that are to be approved under Rules 13.1 to 13.13;" after Rule" 8.1".

(c) Rules 8.6.4 and 8.6.5 should be read as if references to the "Commission" were references to "ASX Settlement" and references to the "Corporations Act" were references to "these Rules".

(d) The provisions of Rule 8.12 are modified by the provisions of Rules 13.9.2 to 13.9.6 below.

(e) Rule 5.2.1 is amended by insertion of the words "or CDIs that are to be approved under Rules 13.1 to 13.13" after "8.1" in Rule 5.2.1.

(f) Rules 5.2.2 and 5.4.1 do not apply to CDIs in respect of a class of Principal Financial Products that is Approved under Rules 13.1 to 13.13.

(g) Rule 5.4.2 is to be read as if the following provision is added to the end of Rule 5.4.2, "A Principal Issuer may not cease to operate its Issuer Sponsored Subregister unless ASX Settlement agrees in writing."

(h) Rule 5.9 only applies where a Transfer is initiated by a Participant which has the effect of a Conversion.

(i) Rules 5.13.1 and 5.13.3 are modified so that the references to "total issued capital" must be read as references to " total number of CDIs".

(j) The provisions of Section 14 are taken to apply to CDIs as if the CDIs were Financial Products in an Australian listed public company and the takeover bid with respect to the Principal Financial Products was a takeover under the Corporations Act. For the avoidance of doubt, this subparagraph (j) does not apply to Principal Financial Products that are Government Bonds.

(k) The provisions of Section 12 do not apply to a Government Bond Issuer that is the Australian Government.

Introduced 11/03/04 Origin SCH 3A.9.1 to 3A.9.5, 3A.9.8 to 3A.9.12, 3A.9.12A to 3A.9.19 Amended 04/04/05, 06/06/05, 21/05/13, 01/05/26

13.9.2 CDI to Principal Financial Product Transmutation

A CDI to Principal Financial Product Transmutation may be initiated by a Participant only in accordance with the Procedures.

Introduced 11/03/04 Origin SCH 3A.9.6.1 Amended 06/06/05, 21/05/13

13.9.3 Actions of ASX Settlement

If an Originating Message Transmitted to ASX Settlement complies with Rule 13.9.2 and there are sufficient available CDIs in the Source Holding, ASX Settlement must:

(a) deduct the number of CDIs specified in the Originating Message from the Source Holding; and

(b) Transmit a Message to the Principal Issuer to transfer Principal Financial Products in accordance with the Originating Message.

Introduced 11/03/04 Origin SCH 3A.9.6.2 Amended 04/04/05, 06/06/05

13.9.4 Principal Issuer to generate Trustee Transfer Forms

If a Principal Issuer receives a Valid Message under Rule 13.9.3(b), the Principal Issuer must, within the Scheduled Time:

(a) generate a Trustee Transfer Form in accordance with the Procedures; and

(b) register that Transfer in the Principal Register.

Introduced 11/03/04 Origin SCH 3A.9.6.3 Amended 04/04/05, 06/06/05

13.9.5 Time at which Transfer takes effect

A Transfer initiated under Rule 13.9.4(a) is deemed to take effect at the time ASX Settlement deducts the number of CDIs specified in the Originating Message from the Source Holding.

Introduced 11/03/04 Origin SCH 3A.9.6.4 Amended 06/06/05

13.9.6 Authority of Holder of CDI required

A Participant must not transmit a Valid Originating Message which has the effect of Transmuting CDIs to Principal Financial Products without the prior authority of the Holder of CDIs.

Introduced 11/03/04 Origin SCH 3A.9.6.5

13.9.7 Principal Financial Product to CDI Transmutation

A Principal Financial Product to CDI Transmutation may be initiated by a Participant that:

(a) lodges a properly completed document of Transfer and Certificate or Marked Transfer with the Principal Issuer within the Scheduled Time; and

(b) Transmits a Valid Originating Message to ASX Settlement in accordance with the Procedures.

This rule 13.9.7 applies to Principal Financial Products that are Government Bonds only in the circumstances specified in the Procedures.

Introduced 11/03/04 Origin SCH 3A.9.7.1 Amended 06/06/05, 21/05/13

13.9.8 ASX Settlement to request Principal Issuer to authorise the Transmutation

If an Originating Message Transmitted to ASX Settlement complies with Rule 13.9.7(b), ASX Settlement will:

(a) Transmit to the Principal Issuer a Message requesting the Principal Issuer to authorise the Transmutation of Principal Financial Products to CDIs in accordance with that Originating Message; and

(b) specify the Registration Details in the Message to the Issuer to enable the Issuer to validate the Registration Details, where applicable.

Introduced 11/03/04 Origin SCH 3A.9.7.2 Amended 04/04/05, 06/06/05

13.9.9 Principal Issuer to process the Transfer

If a Principal Issuer receives:

(a) a properly completed document of Transfer and Certificate or Marked Transfer; and

(b) a Valid Message under Rule 13.9.8 from ASX Settlement pursuant to an Originating Message,

the Principal Issuer must, within the Scheduled Time:

(c) enter the Transfer in the Principal Register;

(d) Transmit a Message to ASX Settlement to Transfer the Financial Products in accordance with the Originating Message; and

(e) in the case of a Message requesting the Principal Issuer to authorise a Transfer where the Transfer has the effect of a Conversion, ensure the Registration Details specified in the Message for the Target Holding match the Registration Details maintained by the Principal Issuer for the Source Holding.

Introduced 11/03/04 Origin SCH 3A.9.7.3 Amended 04/04/05

13.9.10 ASX Settlement to enter Financial Products into Target Holding

If ASX Settlement receives a Valid Message under Rule 13.9.9(d), ASX Settlement must enter Financial Products into the Target Holding in accordance with the Originating Message.

Introduced 11/03/04 Origin SCH 3A.9.7.4

13.9.11 Conditions for Issuer's authorisation of a Transfer not met

If the conditions for authorisation by the Issuer of a Transfer as stipulated in Rule 13.9.9 are not met, the Issuer must, within the Scheduled Time:

(a) reject the Message; and/or

(b) return the properly completed document of Transfer and Certificate or Marked Transfer to the Participant that lodged it without entering the Transfer in the Principal Register,

whichever is relevant.

Introduced 11/03/04 Origin SCH 3A.9.7.5 Amended 09/05/05

13.9.12 Time at which Transfer takes effect

A Transfer initiated under Rule 13.9.7 takes effect when both the actions described in Rule 13.9.9(c) and (d) are completed.

Introduced 11/03/04 Origin SCH 3A.9.7.6

13.9.13 ASX Settlement may purge unactioned Messages

If a Principal Issuer receives a Message from ASX Settlement under Rule 13.9.8 and does not respond to ASX Settlement under either Rule 13.9.9 or Rule 13.9.11 within the relevant Scheduled Time for response, ASX Settlement may purge the unactioned Message from the Settlement Facility.

Introduced 09/05/05

13.10 SHUNTING BETWEEN REGISTERS

13.10.1 Shunt from DI register to Principal Register

Where a Holder gives Notice requesting that the Principal Issuer shunt all or part of a Holding of DIs into Principal Financial Products, the Principal Issuer must reduce that Holding by the number specified in the Notice and take such steps as are necessary to shunt the same number of Principal Financial Products from the relevant Segregated Account to the Approved Clearing House account nominated in the Notice, within 2 Business Days of receipt of that Notice.

Introduced 11/03/04 Origin SCH 3A.10.1 Amended 07/03/16, 01/05/26

13.10.2 Shunt from Principal Register to DI register

Where a Holder gives Notice requesting that the Principal Issuer shunt all or part of a Holding of Principal Financial Products into DIs, the Principal Issuer must take all necessary steps to shunt those Principal Financial Products to the Segregated Account and enter the same number of DIs into a Holding in accordance with the instructions given in the Notice, within 2 Business Days of receipt of that Notice.

This Rule 13.10 does not apply to Principal Financial Products that are Government Bonds or to Government Bond Depositary Interests.

Introduced 11/03/04 Origin SCH 3A.10.2 Amended 21/05/13, 07/03/16, 01/05/26

13.11 TAX LAWS

13.11.1 Principal Issuer to comply with Tax laws

The Principal Issuer will use its best endeavours to:

(a) comply with all applicable Tax laws as agent and attorney of the Depositary Nominee;

(b) ensure that the Depositary Nominee complies with all applicable Tax laws, including to uphold the absolute entitlement of a Holder of CDIs to the Principal Financial Products; and

(c) not do any act or thing which creates a Tax liability, or not omit to do any act or thing, the omission of which creates a Tax liability, which must be discharged by the Depositary Nominee, unless provision has been made for the discharge of the liability by some person other than the Depositary Nominee.

The obligations of the Principal Issuer and the Depositary Nominee are subject to all relevant Tax laws.

Introduced 11/03/04 Origin SCH 3A.11.1, 3A.11.2 Amended 01/05/26

13.12 NOTICE

13.12.1 Notice to Holders of CDI's

Any obligation to give notice to Holders of CDIs under Rules 13.1 to 13.13 must be discharged upon the Depositary Nominee giving notice to the Holder of CDIs at the address of the Holder of CDIs noted on the CDI Register.

Introduced 11/03/04 Origin SCH 3A.12.1

13.13 GENERAL INDEMNITY AND EXCLUSION OF LIABILITY

13.13.1 Principal Issuer to indemnify the Depositary Nominee

The Principal Issuer indemnifies the Depositary Nominee against all expenses, losses, damages and costs that the Depositary Nominee may sustain or incur in connection with:

(a) CDIs;

(b) its capacity as holder of Principal Financial Products;

(c) any act done, or required to be done, by the Principal Issuer (whether or not on behalf of the Depositary Nominee) under Rules 13.1 to 13.13 of the Rules; and

(d) any act otherwise done or required to be done by the Depositary Nominee under Rules 13.1 to 13.13 of the Rules.

This Rule 13.13.1 does not apply to a Government Bond Issuer.

Introduced 11/03/04 Origin SCH 3A.13.1 Amended 21/05/13

13.13.2 Exclusion of liability

The Depositary Nominee:

(a) shall have no duties or obligations except those expressly set out in the Nominee Terms and these Rules;

(b) may apply to a court for directions as to any matter arising in connection with the exercise of its powers and functions under these Rules, and shall not be responsible for any delay arising as a result;

(c) will only be considered to have knowledge, awareness or notice of a thing, or grounds to believe any thing, by virtue of the officers of the Depositary Nominee having day to day responsibility for the holding the Principal Financial Products in accordance with these Rules and the Nominee Terms having actual knowledge, actual awareness or actual notice of that thing, or grounds to believe that thing (and similar references will be interpreted in this way).

To the extent permitted by law, and subject to the provisions of these Rules and the Nominee Terms, neither the Depositary Nominee nor its successors, substitutes or assigns will be liable in respect of any conduct, delay, negligence or breach of duty in the exercise or non-exercise of any power, nor for any loss (including consequential loss) which results, unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default by the Depositary Nominee.

Introduced 01/05/26

13.14 APPLICATION AND SCOPE OF FDI RULES

13.14.1 Effect of Rules 13.14 to 13.29

Rules 13.14 to 13.29 only apply to, and have effect in relation to, Participating International Financial Products and FDIs.

All of the Rules, to the extent that they are not inconsistent with Rules 13.14 to 13.29 have full force and effect in relation to FDIs other than as specifically modified by the provisions of these Rules 13.14 to 13.29.

Note: Where Rules 13.14 to 13.29 are inconsistent with other Rules, Rules 13.14 to 13.29 must take precedence.

Introduced 11/03/04 Origin SCH 3B.1.1, 3A.1.2 Amended 06/06/05

13.15 PREREQUISITES FOR SETTLEMENT OF INSTRUCTIONS IN PARTICIPATING INTERNATIONAL FINANCIAL PRODUCTS

13.15.1 Declaration of Participating International Financial Products

ASX Settlement may declare a class of financial products to be Participating International Financial Products available for settlement by means of FDIs if:

(a) ASX Settlement has given Notice to the Depositary Nominee of those financial products;

(b) the Depositary Nominee agrees to hold the financial products on behalf of, and in accordance with its arrangements with, persons entitled to those financial products and to record FDIs on the FDI Register;

(c) ASX Settlement is satisfied that the Depositary Nominee is capable of complying with Rules 13.14 to 13.29;

(d) ASX Settlement is satisfied that arrangements are made for the Depositary Nominee to comply with the requirements of Rule 13.18.3 and 13.19.4; and

(e) ASX Settlement is satisfied that transactions in those financial products may be settled in CHESS by means of FDIs.

Introduced 11/03/04 Origin SCH 3B.2.1 Amended 10/06/04, 06/06/05

13.15.2 FDIs as Approved Financial Products

Where ASX Settlement makes a declaration under Rule 13.15.1, the FDIs corresponding to those Participating International Financial Products are Approved Financial Products for the purposes of these Rules. Each FDI will correspond to one financial product in the class of Participating International Financial Products. Without limiting the effect of this Rule 13.15.2, references to Financial Products in Rules 7.1.10, 7.2.1, 7.2.2, 7.2.3, 7.2.4 and 7.2.5 include references to FDIs.

Note: References to Rules 7.1.10, 7.2.1, 7.2.2, 7.2.3, 7.2.4 and 7.2.5 in this rule clarifies that the sponsorship provisions between participants and holders apply in relation to FDIs.

Introduced 11/03/04 Origin SCH 3B.2.2, 3A.2.3 Amended 06/06/05

13.15.3 Effective date of approval of FDIs

Where ASX Settlement makes a declaration under Rule 13.15.1, the effective date of approval of FDIs corresponding to the Participating International Financial Products will be the date ASX Settlement notifies the Depositary Nominee of the approval.

Introduced 11/03/04 Origin SCH 3B.2.4 Amended 10/06/04, 06/06/05

13.15.4 FDIs as Approved Financial Products – transitional provision

From the date on which this Rule 13.15.4 comes into effect, all FDIs corresponding to a class of previously approved Participating International Financial Products will be taken to be Approved Financial Products.

Introduced 06/06/05

13.16 VESTING OF TITLE OR OTHER INTERESTS IN THE DEPOSITARY NOMINEE

13.16.1 Vesting arrangements

A Depositary Nominee must make arrangements for the vesting in the Depositary Nominee of either:

(a) Title to Participating International Financial Products; or

(b) an Other Interest in Participating International Financial Products (in which case, "Title" in these Rules 13.14 to 13.29 includes a reference to such Other Interest).

Introduced 11/03/04 Origin SCH 3B.3.1

13.16.2 Recording FDIs on the FDI Register

Subject to Rule 13.24.2, if pursuant to arrangements to which Rule 13.16.1 applies, Title to Participating International Financial Products vests in the Depositary Nominee, the Depositary Nominee must, as soon as reasonably practicable:

(a) give Notice to ASX Settlement that Title to the Participating International Financial Products has vested in the Depositary Nominee; and

(b) record:

(i) the number of FDIs corresponding to the Participating International Financial Products on the FDI Register; and

(ii) the information required to be recorded under these Rules in such manner as to identify each Holder of the FDIs on the FDI Register.

Introduced 11/03/04 Origin SCH 3B.3.2 Amended 04/04/05

13.16.3 Transfers of Participating International Financial Products

If a Holder of FDIs, in accordance with its arrangements with a Depositary Nominee, transfers Participating International Financial Products corresponding to the FDIs, then the Depositary Nominee must as soon as reasonably practicable:

(a) cause Title to the quantity of the Participating International Financial Products to be transferred in accordance with the arrangements with the Holder of FDIs;

(b) remove the number of FDIs corresponding to the Participating International Financial Products and if the transfer is for the total number of FDIs for that Holder the name of the Holder from the FDI Register; and

(c) give notice to the Holder of FDIs that the transfer of Participating International Financial Products has been effected.

Subject to Rule 13.19.5, in effecting a transfer of Participating International Financial Products or a Transmutation of FDIs to Participating International Financial Products, the Depositary Nominee may use any Participating International Financial Products of the same issuer and class in respect of which Title is vested in it from time to time and may acquire other Participating International Financial Products of the same issuer and class for the purpose of discharging its obligations to the Holders of FDIs from time to time.

Introduced 11/03/04 Origin SCH 3B.3.3.1, 3B.3.3.2 Amended 04/04/05

13.16.4 Receipt of non Participating International Financial Products

If the Depositary Nominee receives financial products that are not Participating International Financial Products, it must:

(a) not record FDIs corresponding to those financial products on the FDI Register unless those financial products are declared to be Participating International Financial Products under Rule 13.15; and

(b) transfer the financial products to the person entitled to those financial products or to its designated agent or nominee.

Introduced 11/03/04 Origin SCH 3B.3.3.4 Amended 06/06/05

13.16.5 Disposal of non Participating International Financial Products

If, after reasonable endeavours, the Depositary Nominee is unable to effect a transfer under Rule 13.16.4 to the person entitled to those financial products or its designated agent or nominee, the Depositary Nominee is entitled to dispose of the financial products and distribute the net proceeds to that person.

Introduced 11/03/04 Origin SCH 3B.3.3.5 Amended 06/06/05

13.17 TRANSMUTATION

13.17.1 Transmutation of Participating International Financial Products to FDIs

A person who holds Title to Participating International Financial Products may give Notice to the Depositary Nominee requesting the Transmutation of a quantity of those Participating International Financial Products to FDIs. The Notice must be accompanied by documents evidencing Title to the Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.4.1.1

13.17.2 Actions of Depositary Nominee

Subject to Rule 13.24.2, on receipt of such Notice under Rule 13.17.1 and corresponding documents, the Depositary Nominee must as soon as reasonably practicable:

(a) cause Title to the quantity of Participating International Financial Products specified in the Notice to be vested in the Depositary Nominee;

(b) record:

(i) the FDIs corresponding to the Participating International Financial Products on the FDI Register; and

(ii) the information required to be recorded under these Rules in such manner as to identify each Holder of FDIs on the FDI Register; and

(c) give Notice to the person that the Transmutation has been effected.

Introduced 11/03/04 Origin SCH 3B.4.1.2 Amended 10/06/04

13.17.3 Transmutation of FDIs to Participating International Financial Products

A Holder of FDIs may give Notice to the Depositary Nominee, requesting the Transmutation of a quantity of those FDIs to the corresponding Participating International Financial Products. The Notice must be accompanied by sufficient instructions to enable the Depositary Nominee to transfer the Participating International Financial Products to the Holder of FDIs or its designated agent or nominee.

Introduced 11/03/04 Origin SCH 3B.4.2.1

13.17.4 Actions of Depositary Nominee

On receipt of such Notice and instructions, the Depositary Nominee must within as soon as reasonably practicable:

(a) cause Title to the quantity of the Participating International Financial Products specified in the Notice to be vested in the Holder of FDIs or its designated agent or nominee;

(b) remove the number of FDIs corresponding to the Participating International Financial Products and if the Notice is for the total number of FDIs for that Holder the name of the Holder from the FDI Register; and

(c) give notice to the Holder of FDIs that the Transmutation has been effected.

Introduced 11/03/04 Origin SCH 3B.4.2.2 Amended 04/04/05

13.17.5 Participant may initiate a Transmutation on behalf of a person

A Participant that is authorised by a person to do so, may Transmute Participating International Financial Products to FDIs or FDIs to Participating International Financial Products on behalf of the person in any circumstance where a Transmutation by that person is permitted under these Rules.

Introduced 11/03/04 Origin SCH 3B.4.3

13.17.6 Transmutation by Depositary Nominee

If, in accordance with its arrangements with a Holder of FDIs, a Depositary Nominee has a right to Transmute FDIs to Participating International Financial Products other than in accordance with this Rule 13.17 then it must:

(a) 3 Business Days prior to effecting the Transmutation, send a Notice to the Holder of FDIs;

(b) as soon as reasonably practicable, cause Title to the quantity of Participating International Financial Products specified in the Notice to be vested in the Holder or its designated agent or nominee;

(c) remove the number of FDIs corresponding to the Participating International Financial Products and if the Notice is for the total number of FDIs the name of the Holder from the FDI Register; and

(d) give Notice to the Holder that the Transmutation has been effected in accordance with this Rule 13.17.6.

Introduced 11/03/04 Origin SCH 3B.4.4 Amended 04/04/05

13.18 CONSEQUENCES OF VESTING TITLE IN THE DEPOSITARY NOMINEE

13.18.1 Trust for Holders of FDIs

When Title to Participating International Financial Products is vested in a Depositary Nominee under these Rules, all right, title and interest in those Participating International Financial Products is held by the Depositary Nominee subject to the right of any person identified, in accordance with these Rules, as a Holder of FDIs in respect of those Participating International Financial Products to receive all direct economic benefits and any other entitlements in relation to those Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.5.1 Amended 17/03/08

13.18.2 Identification of Holders of FDIs

For the purposes of Rule 13.18.1, a person is (subject to any subsequent disposition) entitled to all direct economic benefits and any other entitlements in relation to Participating International Financial Products vested in a Depositary Nominee under these Rules if:

(a) in accordance with these Rules, the Depositary Nominee has recorded the person in the FDI Register as the Holder of FDIs for the corresponding Participating International Financial Products;

(b) in accordance with Rule 13.16.2, the person is entitled to be registered as the Holder of FDIs for the corresponding Participating International Financial Products (in which case, a reference to "Holder" in these Rules 13.14 to 13.29 includes a reference to such persons); or

(c) under Rules 13.17.1 and 13.17.2, the person is the former holder of Participating International Financial Products to which the FDIs relate, or that person's designated agent or nominee (in which case, a reference to "Holder" in these Rules 13.14 to 13.29 includes a reference to such persons).

Introduced 11/03/04 Origin SCH 3B.5.2

13.18.3 Immobilisation of Participating International Financial Products

A Depositary Nominee that holds Participating International Financial Products under these Rules must:

(a) where a Certificate is issued as evidence of Title to those Participating International Financial Products, make arrangements satisfactory to ASX Settlement for any Certificate representing its holding of Participating International Financial Products to be held by the Depositary Nominee or another person for safe keeping;

(b) where the Participating International Financial Products are held on account in or through an Approved Clearing House, ensure that a Segregated Account is maintained in respect of those Participating International Financial Products;

(c) not dispose of any of those Participating International Financial Products unless authorised by these Rules; and

(d) subject to Rule 13.18.4, not create any interest (including a security interest) which is inconsistent with the Title of the Depositary Nominee to the Participating International Financial Products and the interests of the Holders of FDIs in respect of the Participating International Financial Products unless authorised by these Rules.

Introduced 11/03/04 Origin SCH 3B.5.3

13.18.4 Approved Clearing House Security Interests

A Depositary Nominee is permitted to enter into any arrangement with an Approved Clearing House (or custodian or a nominee in relation to holdings in that Approved Clearing House) including, without limitation, where that arrangement involves the creation of an interest (including a security interest) affecting the Title of the Depositary Nominee to the Participating International Financial Products provided that:

(a) the circumstances in which the interest arises relate to the ordinary and usual activities of the Approved Clearing House, custodian or nominee in connection with the Participating International Financial Products; and

(b) the interest arises only in circumstances where the Depositary Nominee has failed to perform an obligation under the terms of its arrangements with the Approved Clearing House, the custodian or nominee.

Introduced 11/03/04 Origin SCH 3B.5.4

13.19 REGISTERS AND PROCESSING OF TRANSMUTATIONS AND TRANSFERS

13.19.1 FDIs not transferable

An FDI is a record of the beneficial interest or Other Interest of the Holder of FDIs in the corresponding Participating International Financial Products.

FDIs cannot be assigned or transferred by the Holder of FDIs to any other person except for the purposes of recording interests in FDIs in accordance with these Rules.

Introduced 11/03/04 Origin SCH 3B.6.1.1

13.19.2 Transfers of FDIs only recognised and registered for recording interests under these Rules

The Depositary Nominee must not recognise transfers of FDIs or register transfers in the FDI Register except for the purposes of recording interests in FDIs in accordance with these Rules.

A transfer of Participating International Financial Products vested in the Depositary Nominee will not be recognised by the Depositary Nominee except in accordance with these Rules.

Note: This means, transfers can only be effected in connection with the purchase or sale of Participating International Financial Products. A change of Controlling Participant in relation to an FDI Holding without a change in beneficial or other interest in the Participating International Financial Product does not constitute a Transfer.

Introduced 11/03/04 Origin SCH 3B.6.1.2, 3B.6.1.3

13.19.3 No right to deal with the Issuer of Participating International Financial Products

Registration of a Holder of FDIs on the FDI Register does not create any right in a Holder, its designated agent or nominee to deal with an issuer of Participating International Financial Products, except to the extent that such a right arises by a holding of a beneficial interest or Other Interest in Participating International Financial Products following a transfer under Rule 13.16.3 or a Transmutation.

Introduced 11/03/04 Origin SCH 3B.6.2

13.19.4 FDI Register

A Depositary Nominee, in which Title to Participating International Financial Products is vested under these Rules, must establish and maintain an FDI Register in Australia.
The manner of the establishment and maintenance of the FDI Register is set out in the Procedures.

The FDI Register must be a CHESS Subregister and the whole of the register for FDIs.

Introduced 11/03/04 Origin SCH 3B.6.3

13.19.5 FDI Register must reconcile to Participating International Financial Products

The Depositary Nominee must ensure at all times that the total number of FDIs on the FDI Register reconciles to the total number of Participating International Financial Products in which Title is vested in the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3B.6.4

13.19.6 Right of inspection of FDI Register

The Depositary Nominee must make the FDI Register available for inspection to the same extent and in the same manner as if that register were a register of members of an Australian listed public company.

Introduced 11/03/04 Origin SCH 3B.6.5

13.19.7 Third Party Provider as Agent

If a Depositary Nominee employs or retains a Third Party Provider to establish and maintain an FDI Register then, for the purposes of these Rules, the Third Party Provider is taken to perform those services as the agent of the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3B.6.6 Amended 06/06/05

13.19.8 Delegation of Powers

The Depositary Nominee may, in writing:

(a) delegate its powers to any person for any period;

(b) at its discretion, revoke any such delegation; and

(c) exercise or concur in exercising any power despite the Depositary Nominee or a delegate of the Depositary Nominee having a direct or personal interest in the mode or result of the exercise of that power.

Introduced 11/03/04 Origin SCH 3B.6.7

13.19.9 Indemnity

If a Depositary Nominee or its Third Party Provider registers a Holder of FDIs, or effects a Transmutation of Participating International Financial Products to FDIs or FDIs to Participating International Financial Products other than in accordance with these Rules, it indemnifies:

(a) ASX Settlement;

(b) the beneficial owner of the Participating International Financial Products; and

(c) each Participant;

against all losses, damages, costs and expenses that they or any of them may suffer or incur as a result of the registration of the Holder of FDIs or the Transmutation of Participating International Financial Products to FDIs or FDIs to Participating International Financial Products not being authorised by the beneficial owner of the Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.6.8

13.19.10 Depositary Nominee not to interfere in Transmutation

Unless otherwise permitted under these Rules, a Depositary Nominee must not refuse or fail to give effect to or otherwise interfere with the processing and registration of:

(a) a Transmutation of Participating International Financial Products to FDIs;

(b) a Transmutation of FDIs to Participating International Financial Products; or

(c) a transfer of Participating International Financial Products in accordance with Rule 13.16.3.

Introduced 11/03/04 Origin SCH 3B.6.9

13.19.11 No Notice of interests by persons that are not Holders of FDIs

For the purposes of all relevant Australian and foreign laws, neither ASX Settlement nor any Depositary Nominee is affected by actual, implied or constructive notice of any interest in FDIs or Participating International Financial Products unless the person is a Holder of FDIs or entitled to be a Holder of FDIs in accordance with these Rules.

Introduced 11/03/04 Origin SCH 3B.6.10

13.19.12 Dealings with Holders of FDIs

A Depositary Nominee may deal with the Holder of FDIs as if, for all purposes, the Holder of FDIs is the absolute beneficial owner of the Participating International Financial Products to which the FDIs relate, without any liability whatsoever to any other person who asserts an interest in the FDIs or in the Participating International Financial Products to which the FDIs relate.

Introduced 11/03/04 Origin SCH 3B.6.11

13.19 A TERMINATION OF FDI HOLDING BY THE DEPOSITARY NOMINEE

13.19A.1 Termination of trust over Participating International Financial Products

If approval of FDIs in respect of a class of Participating International Financial Products is revoked by ASX Settlement, the Depositary Nominee may, by resolution of its board of directors, revoke the trust under which it holds the Participating International Financial Products on a date specified in the resolution. The Depositary Nominee must notify the affected Holders of FDIs of the revocation in accordance with the Procedures.

From the date of revocation specified in the resolution:

(a) the Depositary Nominee holds the Participating International Financial Products and any other relevant property on trust for distribution to each Holder of FDIs and otherwise on the same terms as far as practicable as it held the Participating International Financial Products and other relevant property before such revocation of trust;

(b) the Depositary Nominee may, in its absolute discretion, continue to hold on trust the Participating International Financial Products and any other relevant property for any period determined by the Depositary Nominee instead of distributing that property to the Holder of FDIs and, in doing so, the Depositary Nominee will not be liable for any loss, cost, damage or expense suffered by the Holder of FDIs (except where such loss, cost, damage or expense is directly caused by the Depositary Nominee's actual fraud or dishonesty); and

(c) the Depositary Nominee may appoint a custodian or agent (including the Principal Issuer) for the purpose of holding Participating International Financial Products and any other relevant property (including, without limitation, net proceeds referred to in Rule 13.19A.2(c)) or performing any of its duties relating to the distribution or holding of property or for any other purpose for which a trustee may appoint an agent.

Introduced 17/03/08

13.19A.2 Distribution of Participating International Financial Products and power of sale

If a Depositary Nominee revokes the trust under which it holds a class of Participating International Financial Products in accordance with Rule 13.19A.1:

(a) the Depositary Nominee may, in its absolute discretion, notify the affected Holders of FDIs in accordance with the Procedures of a procedure by which the Participating International Financial Products and any other relevant property will be distributed to Holders;

(b) subject to any law or rule of any financial market where the Participating International Financial Products are listed or quoted, the Depositary Nominee may enter into arrangements with the issuer of the Participating International Financial Products for the purpose of assisting the Depositary Nominee to distribute the Participating International Financial Products and any other relevant property to Holders of FDIs in accordance with the procedure notified by the Depositary Nominee;

(c) if the Depositary Nominee, after taking any steps specified in the Procedures, has been unable to distribute the Participating International Financial Products and any other relevant property to a Holder of FDIs, then the Depositary Nominee may sell the Participating International Financial Products and any other relevant property and hold the net proceeds on trust for distribution to the Holder of FDIs and may, after any period specified by law for holding unclaimed moneys, remit those monies to a regulatory authority in accordance with relevant law; and

(d) where the Depositary Nominee has incurred any fees or expenses as a result of entering into arrangements with the issuer of Participating International Financial Products for the purposes of this Rule 13.19A, the Depositary Nominee is entitled to apportion the fees and expenses among Holders of FDIs on a fair and equitable basis and deduct from the Participating International Financial Products and any other relevant property held sufficient to reimburse the Depositary Nominee for such fees and expenses.

Introduced 17/03/08

13.19A.3 Exercise of power of sale

In exercising the power of sale in Rule 13.19A.2, the Depositary Nominee may do any of the following:

(a) sell, dispose of, transfer or otherwise deal with the Participating International Financial Products and any other relevant property to any person including without limitation to an associate of any of the issuer of the Participating International Financial Products, the Holder of FDIs or the Depositary Nominee;

(b) effect any sale by a single contract or in separate lots or parcels or in any other manner that the Depositary Nominee may in its absolute discretion think fit, with power to the Depositary Nominee to apportion the sale price and all costs, expenses, purchase money and fees between the Participating International Financial Products so dealt with, provided the apportionment is fair and equitable;

(c) subject to any contrary rule of law or equity, allow a purchaser of the Participating International Financial Products any time for payment of the whole or any part of the purchase money either with interest at any rate or without interest and either upon the security of the property sold or any part or upon any other security or without any security and the conditions of sale may include such special conditions as the Depositary Nominee may in its absolute discretion think fit;

(d) receive and retain the proceeds of any sale and issue receipts in respect of such proceeds; or

(e) sign deeds of sale with respect to the sale of any Principal Financial Product and any other relevant property, execute any other documents, and do any other thing (including without limitation dealing on behalf of the Holder with the issuer of Participating International Financial Products for the purpose of registering the Participating International Financial Products in the name of the Depositary Nominee or in the name of any other person) as may be convenient or required to exercise any of the powers of the Depositary Nominee in this Rule 13.19A or to transfer the rights of such Participating International Financial Products or any other relevant property.

Introduced 17/03/08

13.19A.4 Limitation of liability

If a Depositary Nominee exercises the power of sale in accordance with this Rule 13.19A, the exercise of that power does not involve on the part of the Depositary Nominee:

(a) incurring any personal liability in connection with that exercise or its consequences unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default; and

(b) any breach of duty or trust whatsoever, unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default.

Introduced 17/03/08

13.19A.5 Appointment of custodian or agent

If the Depositary Nominee appoints a custodian or agent in accordance with this Rule 13.19A, the following will apply to such appointment:

(a) the Depositary Nominee may in its absolute discretion appoint one or more persons whom the Depositary Nominee determines to be properly qualified to act as the custodian or agent in respect of the Participating International Financial Products and any other relevant property (including, without limitation, net proceeds referred to in Rule 13.19A.2(c)) ("Relevant Property");

(b) the Depositary Nominee and the custodian or agent must execute a written agreement setting out the terms and conditions in relation to the appointment of the custodian or agent which provides among other things:

(i) that the appointment of the custodian or agent will be subject to such conditions as the Depositary Nominee may from time to time determine, and the Depositary Nominee may delegate to and confer upon the appointed custodian or agent any authorities, powers and discretions as the Depositary Nominee sees fit;

(ii) a representation from the custodian or agent to the Depositary Nominee that it has the skill, facilities, capacity and staff to carry out the duties of a custodian or agent;

(iii) a representation that the custodian or agent agrees to follow any proper instructions or communications from the Depositary Nominee or any relevant regulatory authority in relation to the transfer, disposal or remittance of the Relevant Property;

(iv) for such other matters that by law are required to be specified in the written agreement between the Depositary Nominee and the custodian or agent;

(c) any consideration or fees applying to the provision of custodian or agency services under this Rule 13.19A will be deducted from the Relevant Property by the custodian or agent (or as otherwise determined in accordance with the relevant custody or agency agreement referred to in this Rule 13.19A); and

(d) where the Depositary Nominee appoints a custodian or agent in accordance with this clause 13.19A, the exercise of that power does not involve on the part of the Depositary Nominee:

(i) incurring any personal liability in connection with that exercise or its consequences unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default; and

(ii) any breach of duty or trust whatsoever unless it is committed, made or omitted in bad faith or as a result of negligence or wilful default.

Introduced 17/03/08

13.20 CORPORATE ACTIONS

13.20.1 Application of Rules

The purpose of the following Rules is to ensure that the benefit of Corporate Actions affecting Participating International Financial Products will enure to the benefit of the relevant Holders of FDIs on the Entitlement Date as if they were holders of the corresponding Participating International Financial Products held by a Depositary Nominee under these Rules.

Introduced 11/03/04 Origin SCH 3B.7.1

13.20.2 Entitlement Date

The Entitlement Date in respect of FDIs must correspond, as nearly as possible, to the record date in the relevant foreign jurisdiction (or such other term that is used in the foreign jurisdiction being the date used to identify the person entitled to the benefit of a Corporate Action).

Introduced 11/03/04 Origin SCH 3B.7.2

13.20.3 Distribution of dividends or other distributions to Holders of FDIs

If any dividend or other distribution or other payment is declared, or is otherwise owing in accordance with the terms of issue of the Participating International Financial Products, and is received by the Depositary Nominee, then the Depositary Nominee must:

(a) receive the dividend, distribution or payment on trust for Holders of FDIs; and

(b) where the relevant dividend, distribution or payment is paid wholly or partly in cash, distribute that cash to Holders of FDIs based on the Entitlement Date and otherwise deal with the dividend in accordance with Rule 13.20.6.

Introduced 11/03/04 Origin SCH 3B.7.3

13.20.4 Direction by Depositary Nominee

If permissible under the rules of the issuer of the Participating International Financial Products or the relevant foreign jurisdiction, the Depositary Nominee may direct the issuer of the Participating International Financial Products or another person to distribute any dividend, distribution or payment that would otherwise be payable to the Depositary Nominee, in accordance with these Rules and the payment to Holders of FDIs in accordance with such direction will discharge the obligation of the Depositary Nominee to distribute the dividend, distribution or payment under Rule 13.20.3.

Introduced 11/03/04 Origin SCH 3B.7.4

13.20.5 Payment Obligations

Where a Depositary Nominee makes a payment pursuant to this Rule 13.20, that payment must be made to all Holders of FDIs as soon as reasonably practicable after the payment of cleared funds to the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3B.7.5 Amended 04/04/05

13.20.6 Non-elective Corporate Actions

If a Corporate Action is declared in respect of the Participating International Financial Products (including for example, a bonus issue, rights issue, merger and reconstruction), the Depositary Nominee must:

(a) where the benefits conferred are additional or replacement Participating International Financial Products:

(i) ensure Title to those Participating International Financial Products is vested in the Depositary Nominee;

(ii) record additional or replacement FDIs in the FDI Register in the name of Holders of FDIs based on the Entitlement Date on the same terms as would otherwise have applied if the Holders of FDIs were holders of the Participating International Financial Products;

(b) subject to any arrangements with Holders of FDIs, where the benefits conferred are other financial products (that are not Participating International Financial Products), rights or property, arrange for those benefits to be sold and the proceeds distributed to Holders of FDIs based on the Entitlement Date;

(c) where the benefit conferred is a cash payment (including for example, a cash return of share capital), distribute the proceeds to Holders of FDIs based on the Entitlement Date.

Introduced 11/03/04 Origin SCH 3B.7.6

13.20.7 Elective Corporate Actions

If the Depositary Nominee receives an offer to subscribe for or otherwise acquire additional Participating International Financial Products or other financial products in its capacity as holder of the Participating International Financial Products, it is not obliged to take any action at all, including notifying the Holders of FDIs of that offer, responding in any way to the offer or, if it is renounceable, by disposing of it.

Nothing in this Rule 13.20.7 prevents the Depositary Nominee from entering into an arrangement with Holders of FDIs whereby the benefit of an elective Corporate Action may be made available to the Holder of FDIs including an arrangement contemplated by Rule 13.20.9.

Introduced 11/03/04 Origin SCH 3B.7.7

13.20.8 Dividend reinvestment plans or bonus share plans

The Depositary Nominee has no obligation to accept or participate in any dividend or other distribution reinvestment plan or bonus share plan on behalf of any Holder of FDIs.

Nothing in this Rule 13.20.8 prevents the Depositary Nominee from entering into an arrangement with Holders of FDIs whereby the benefit of a dividend, or other distribution, reinvestment plan or bonus share plan may be made available to the Holder of FDIs including an arrangement contemplated by Rule 13.20.9.

Introduced 11/03/04 Origin SCH 3B.7.8

13.20.9 Exercise of Rights of Holders of FDIs

To the extent the Depositary Nominee agrees to exercise any rights in relation to the Participating International Financial Products under any law (including any right to institute legal proceedings as a holder of Participating International Financial Products), the Depositary Nominee must act in accordance with:

(a) any instruction or other direction given or taken to be given by a Holder of FDIs in accordance with the arrangements with the Depositary Nominee; or

(b) any direction of Holders of FDIs given by ordinary resolution at a meeting of Holders of FDIs convened in accordance with these Rules.

If the Depositary Nominee does not have any instructions or directions from Holders of FDIs, it may take any reasonable action in relation to an elective Corporate Action to confer the benefit of the offer on Holders of FDIs according to Rule 13.20.6, provided that such action does not incur any additional liability to Holders of FDIs.

Introduced 11/03/04 Origin SCH 3B.7.9.1, 3B.7.9.2

13.20.10 Fractional entitlements

If, because of the number of Participating International Financial Products received by the Depositary Nominee as a result of a Corporate Action, a Holder of FDIs would have a fractional entitlement to additional or replacement FDIs, the Depositary Nominee must:

(a) round down the entitlement of the Holder to the nearest whole FDI;

(b) as soon as reasonably practicable, arrange for any surplus Participating International Financial Products to be sold; and

(c) distribute the proceeds to the Holder of FDIs or its designated nominee or agent in accordance with the arrangements between the Depositary Nominee and the Holder.

Introduced 11/03/04 Origin SCH 3B.7.10.1 Amended 04/04/05

13.20.11 Actions by Depositary Nominee in arranging for sale of Participating International Financial Products

In arranging for the sale of Participating International Financial Products pursuant to Rule 13.20.10 and this Rule 13.20.11, the Depositary Nominee:

(a) may aggregate the surplus fractional Participating International Financial Products to which the Holder and all other Holders of FDIs may be entitled; and

(b) arrange for the sale of those aggregated Participating International Financial Products,

remitting the proceeds of sale to the Holder or its designated nominee or agent pro rata, in accordance with the arrangements between the Depositary Nominee and the Holders.

Without limitation, the arrangements between the Depositary Nominee and the Holders may provide for the proceeds to be remitted to a designated nominee or agent of the Holder based on the pro rata aggregated entitlement of all Holders for which that designated nominee or agent acts from time to time.

Note: The designated nominee or agent of the Holder could, for example, be the Holder's Market Participant, or some other third party such as a nominated charity.

Introduced 11/03/04 Origin SCH 3B.7.10.2

13.20.12 Discharge of Depositary Nominee's obligations

Compliance with these Rules discharges the Depositary Nominee's obligation to make the benefit of a Corporate Action available to the Holder of FDIs. Without limitation, the sale of surplus Participating International Financial Products and distribution of proceeds to a Holder or its designated nominee or agent in accordance with Rules

13.20.10 and 13.20.11 discharges any obligation of the Depositary Nominee to issue FDIs or distribute proceeds to Holders in accordance with these Rules or otherwise.

Introduced 11/03/04 Origin SCH 3B.7.11

13.20.13 Processing of Corporate Actions

Unless otherwise agreed with the Depositary Nominee, ASX Settlement must not process any Corporate Action in relation to the Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.7.12.1

13.20.14 Adjustments to outstanding Instructions

ASX Settlement may make adjustments to outstanding Instructions to reflect Corporate Actions in any Participating International Financial Products.

Note: Adjustments to outstanding Instructions under this Rule will be undertaken by ASX Settlement through diary adjustments based on the Entitlement Date for the relevant Corporate Action notified by the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3B.7.12.2

13.21 TAKEOVERS

13.21.1 No obligation on the Depositary Nominee

If a takeover bid is made or announced for all or any of the Participating International Financial Products, the Depositary Nominee has no obligation to do anything in respect of the takeover bid including providing any information or document it receives in connection with that takeover bid to any Holder of FDIs and must not accept the bid except to the extent that acceptance is authorised by Holders of FDIs.

Introduced 11/03/04 Origin SCH 3B.8.1

13.21.2 Acceptance on behalf of Holders of FDIs

Where the Depositary Nominee agrees to act on behalf of Holders of FDIs to accept any takeover bid, it must:

(a) within 5 Business Days after the date of receipt of any documentation relating to the takeover bid from the bidder, send or cause to be sent to each Holder of FDIs registered on the FDI Register corresponding to the date of the bid, copies of the bid documentation, together with any other documents sent to target holders of the Participating International Financial Products; and

(b) ensure that the offer documentation sent to Holders of FDIs includes a Notice in a form satisfactory to ASX Settlement in accordance with the Procedures.

Introduced 11/03/04 Origin SCH 3B.8.2, 04/03/13

13.21.3 Liability of Depositary Nominee

If Rule 13.21.2 applies, the Depositary Nominee has no liability to:

(a) the issuer of the Participating International Financial Products;

(b) beneficial owners of Participating International Financial Products;

(c) Holders of FDIs;

(d) any person claiming an interest in Participating International Financial Products or FDIs; or

(e) the bidder,

with respect to lodging or not lodging takeover acceptances for the whole or any part of the Participating International Financial Products unless it:

(f) acts contrary to a report of a receiving agent or other record of acceptances by Holders of FDIs;

(g) acts negligently or in breach of these Rules; or

(h) negligently fails to lodge the acceptance or acceptances before the close of the offer period.

Introduced 11/03/04 Origin SCH 3B.8.3 Amended 06/06/05

13.21.4 Compulsory acquisition of Participating International Financial Products

If the Participating International Financial Products are compulsorily acquired under a takeover bid, then the Depositary Nominee must:

(a) (i) where the consideration is paid wholly or partly in cash, distribute that payment to Holders of FDIs;

(ii) subject to any arrangements with Holders of FDIs, where the consideration is received in other financial products, rights, property or other benefits, the Depositary Nominee must dispose of those benefits and distribute the proceeds to Holders of FDIs; and

(b) as soon as reasonably practicable, remove the name of the Holder and the number of FDIs corresponding to the Participating International Financial Products from the FDI Register.

Introduced 11/03/04 Origin SCH 3B.8.4 Amended 04/04/05

13.22 VOTING ARRANGEMENTS

13.22.1 Depositary Nominee not obliged to notify Holders of FDIs

A Depositary Nominee is not obliged to notify Holders of FDIs of any meeting of holders of Participating International Financial Products.

The Depositary Nominee is not obliged but may, from time to time, arrange for Holders of FDIs to be provided with copies of any financial statements, annual reports, notices of meetings or any other documents concerning the Participating International Financial Products which are ordinarily sent to holders of the Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.9.1

13.22.2 Depositary Nominee not obliged to vote on behalf of Holders of FDIs

The Depositary Nominee is not obliged to notify, or to exercise on behalf of Holders of FDIs, any voting entitlements in respect of the Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.9.2

13.22.3 Procedure for exercising voting entitlements

Where the Depositary Nominee agrees to exercise on behalf of Holders of FDIs any voting entitlements in respect of the Participating International Financial Products, the Depositary Nominee must only act upon instructions received in accordance with Rules

13.22.4 to 13.22.12.

Introduced 11/03/04 Origin SCH 3B.9.3

13.22.4 Depositary Nominee to notify Holders of FDIs of meeting

If a meeting is convened of holders of Participating International Financial Products vested in a Depositary Nominee, the Depositary Nominee must send a notice of the meeting to each Holder of FDIs at the address recorded in the FDI Register as soon as reasonably practicable after it receives such notice.

Introduced 11/03/04 Origin SCH 3B.9.4

13.22.5 Holders of FDIs may give Directions to Depositary Nominee

If a Depositary Nominee has a right to:

(a) appoint more than one proxy for the purpose of voting at a meeting; and

(b) cast different proxy votes for different parts of the holding of Participating International Financial Products,

the Depositary Nominee must appoint two proxies.

Introduced 11/03/04 Origin SCH 3B.9.5

13.22.6 Proxies to indicate results of resolution

One of the two proxies so appointed in accordance with Rule 13.22.5 must indicate the number of Participating International Financial Products in favour of the resolution described in the proxy, and the second proxy must indicate the number of Participating International Financial Products against the resolution described in the proxy.

Introduced 11/03/04 Origin SCH 3B.9.6

13.22.7 Determining the number of Participating International Financial Products for each proxy

The manner in which the number of Participating International Financial Products is determined for each proxy is by:

(a) taking the number of FDIs in favour of the resolution;

(b) taking the number of FDIs against the resolution; and

(c) entering the resultant number of Participating International Financial Products on the appropriate proxy.

Introduced 11/03/04 Origin SCH 3B.9.7 Amended 06/06/05

13.22.8 Depositary Nominee appointing a single proxy

If the Depositary Nominee can only appoint a single proxy, the Depositary Nominee must:

(a) take the number of FDIs in favour of the resolution;

(b) take the number of FDIs against the resolution;

(c) determine the net voting position either in favour of, or against the resolution; and

(d) enter the resultant number of Participating International Financial Products on the proxy.

Introduced 11/03/04 Origin SCH 3B.9.8

13.22.9 Voting instructions by Depositary Nominee

Where the appointed proxy or proxies are required to vote on multiple resolutions, the Depositary Nominee must instruct the proxy or proxies to vote in such manner as will, in the reasonable opinion of the Depositary Nominee, best represent the wishes of the majority of Holders of FDIs.

Introduced 11/03/04 Origin SCH 3B.9.9

13.22.10 Depositary Nominee must notify Holders of FDIs of their rights

The Depositary Nominee must:

(a) include with the notice of meeting distributed under Rule 13.22.4 a Notice in a form acceptable to ASX Settlement in accordance with the Procedures; and

(b) make appropriate arrangements whereby the Depositary Nominee or its receiving agent will:

(i) collect and process any directions by Holders of FDIs; and

(ii) provide the Depositary Nominee with a report in writing that clearly shows how the Depositary Nominee must exercise its right to vote by proxy at the meeting, in sufficient time to enable the Depositary Nominee to lodge a proxy for the meeting.

Introduced 11/03/04 Origin SCH 3B.9.10

13.22.11 Depositary Nominee may call for a poll

To the extent that it is able to do so, the Depositary Nominee may make or join in any demand for a poll in respect of any matter at a meeting of the issuer of Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.9.11

13.22.12 Meetings of Holders of FDIs

If it is necessary or appropriate for a meeting of Holders of FDIs to be convened for any purpose, including a purpose specified in these Rules, then the Depositary Nominee must convene a meeting according to the rules and procedures that would otherwise apply to a meeting of members of an Australian listed public company as if the FDIs were shares of that company.

Introduced 11/03/04 Origin SCH 3B.9.12

13.22.13 Liability of Depositary Nominee

The Depositary Nominee has no liability to Holders of FDIs or any person claiming an interest in the Participating International Financial Products or FDIs, with respect to any conduct or omission of the Depositary Nominee at or connected with a meeting of holders of Participating International Financial Products, unless the Depositary Nominee:

(a) acts contrary to a report given under Rule 13.22.10;

(b) acts negligently or in breach of these Rules; or

(c) negligently fails to vote or lodge forms of proxy before the close of the period within which proxies for the meeting may be lodged.

Introduced 11/03/04 Origin SCH 3B.9.13

13.23 DEPOSITARY NOMINEE DEALING IN PARTICIPATING INTERNATIONAL FINANCIAL PRODUCTS

13.23.1 Right of Depositary Nominee to deal in Participating International Financial Products

The Depositary Nominee must ensure that it does not deal in the Participating International Financial Products except in accordance with these Rules 13.14 to 13.29.

Introduced 11/03/04 Origin SCH 3B.10.1

13.23.2 Depositary Nominee to acquire Participating International Financial Products

If, as a result of a Depositary Nominee dealing in Participating International Financial Products in accordance with these Rules, the number of Participating International Financial Products vested in the Depositary Nominee is less than the total number of corresponding FDIs on the FDI Register, then the Depositary Nominee must immediately make arrangements to acquire more Participating International Financial Products and ensure that Title to those Participating International Financial Products is vested in the Depositary Nominee in order that the requirements of Rule 13.19.5 are satisfied.

Introduced 11/03/04 Origin SCH 3B.10.2

13.23.3 Depositary Nominee not to hold Participating International Financial Products beneficially

A Depositary Nominee must not hold any Participating International Financial Products beneficially and any Participating International Financial Products in respect of which Title is vested in the Depositary Nominee must be held for the benefit of either:

(a) a Holder of FDIs in accordance with these Rules; or

(b) another person.

Introduced 11/03/04 Origin SCH 3B.10.3

13.24 SUSPENSION OF TRANSMUTATION AND RECORDING OF FDIs

13.24.1 Depositary Nominee may give a suspension notice

A Depositary Nominee may in accordance with arrangements between the Depositary Nominee and Holders of FDIs, from time to time notify such Holders that it will for the period of time specified in the notice:

(a) not affect a Transmutation of Participating International Financial Products to FDIs; and/or

(b) not record FDIs on the FDI Register in respect of Participating International Financial Products in respect of which Title is vested in the Depositary Nominee.

This is a Suspension Notice.

Introduced 11/03/04 Origin SCH 3B.11.1

13.24.2 Certain obligations of Depositary Nominee cease to apply

The obligation of a Depositary Nominee to record FDIs on the FDI Register in accordance with Rule 13.16.2 and/or to affect a Transmutation of Participating International Financial Products to FDIs in accordance with Rule 13.17 ceases to apply for the period stated in the Suspension Notice. A Suspension Notice cannot state any continuous period of greater than one month and/or in any calendar year cannot operate for a period of greater than four months.

Introduced 11/03/04 Origin SCH 3B.11.2

13.24.3 Dealing with Participating International Financial Products during a suspension period

During any period in which Rule 13.24.2 operates as a result of giving of a Suspension Notice, if any Participating International Financial Products are vested in the Depositary Nominee during the suspension period it must deal with those financial products, in accordance with Rule 13.16.4, as if they were not Participating International Financial Products and FDIs corresponding to those Participating International Financial Products will be considered to be not approved during the suspension period.

Introduced 11/03/04 Origin SCH 3B.11.3 Amended 06/06/05

13.25 TAX LAWS

13.25.1 Depositary Nominee to company with Tax laws

The Depositary Nominee:

(a) must use its best endeavours to comply with all applicable Tax laws; and

(b) may, and if obliged by law must, deduct or withhold from any cash dividend or distribution payment otherwise owing to a Holder of FDIs such amount of Tax as required or permitted by law.

The obligations of the Depositary Nominee are subject to all relevant Tax laws.

Introduced 11/03/04 Origin SCH 3B.12.1 to 3B.12.3

13.26 NOTICE

13.26.1 Notice to Holders of FDI's

Any obligation to give a Notice to Holders of FDIs under Rules 13.14 to 13.29 is discharged upon the Depositary Nominee giving Notice to the Holder of FDIs at the address of the Holder of FDIs noted on the FDI Register.

Introduced 11/03/04 Origin SCH 3B.13.1

13.27 GENERAL INDEMNITY

13.27.1 Holder of FDI to indemnify Depositary Nominee

A Holder of FDIs indemnifies the Depositary Nominee against all expenses, losses, damages and costs that the Depositary Nominee may sustain or incur in connection with:

(a) the recording of that Holder's interest in FDIs;

(b) its capacity as holder of Participating International Financial Products for that Holder; and

(c) any act done or required to be done by the Depositary Nominee under Rules 13.14 to 13.29 for that Holder,

provided in each case the Depositary Nominee has acted in accordance with the Rules and the arrangements between the Holder and the Depositary Nominee.

Introduced 11/03/04 Origin SCH 3B.14.1

13.27.2 Set-off, deduction or withholding of moneys by Depositary Nominee

A Depositary Nominee may set-off, deduct or withhold any moneys which it may be or become liable to pay to the Holder under these Rules or otherwise in relation to FDIs or Participating International Financial Products, against any moneys which the Holder may be or become liable to pay to the Depositary Nominee under these Rules (including, without limitation, this indemnity) or otherwise in relation to FDIs or Participating International Financial Products.

Introduced 11/03/04 Origin SCH 3B.14.2

13.28 ASX SETTLEMENT APPROVAL REQUIRED FOR RTGS SETTLEMENT

13.28.1 FDI's not eligible for RTGS

Neither Participating International Financial Products nor corresponding FDIs are eligible to be settled in RTGS except with approval of ASX Settlement.

Introduced 11/03/04 Origin SCH 3B.15

13.29 CHANGE IN CONTROLLING PARTICIPANT

13.29.1 Participants not party to ASX World Link Agreement

A Participant which is not a party to the ASX World Link Agreement, may sponsor an FDI Holding. When that Participant sends a Message in CHESS which results in that Participant becoming the Controlling Participant of FDIs, it acknowledges that it has read the Terms and Conditions for FDI Controlling Participants and agrees to be bound by those terms and conditions from the time of sending such CHESS Message.

Introduced 11/03/04 Origin SCH 3B.16.1

13.29.2 Terms and Conditions for FDI Controlling Participants

The Terms and Conditions for FDI Controlling Participants do not form part of the Rules but ASX Settlement may from time to time notify Participants of those Terms and Conditions.

Note: The Terms and Conditions for FDI Controlling Participants and other material relevant to those Terms and Conditions is available on the ASX World Link Website. Those Terms and Conditions are in addition to the CHESS Sponsorship arrangements set out in section 7 of the Rules.

Introduced 11/03/04 Origin SCH 3B.16.2

End of Document

Exhibit 107

Calculation of Filing Fee Tables

Form S-3ASR
(Form Type)

Anteris Technologies Global Corp.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

		Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Fees to be Paid	1	Equity	Common Stock, $0.0001 par value per share	Other	2,346,936	$7.50	$17,602,020.00	0.0001381	$2,430.84
Fees to be Paid	2	Equity	Common Stock, $0.0001 par value per share	Other	3,038,064	$8.07	$24,517,176.48	0.0001381	$3,385.83
					Total Offering Amounts		$42,119,196.48		$5,816.67
					Total Fees Previously Paid				—
					Total Fee Offsets				—
					Net Fee Due				$5,816.67

1 Note 1a: Represents shares of common stock, par value $0.0001 per share ("common stock"), of Anteris Technologies Global Corp. (the "Company") that are issuable upon exercise of previously issued warrants to purchase common stock ("Common Stock Warrants").

Note 1b: Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), the shares of common stock being registered includes such indeterminate number of additional shares of common stock as may be issuable as a result of stock splits, stock dividends or similar transactions. Additionally, pursuant to Rule 416(b) under the Securities Act, if prior to the completion of the distribution of the common stock registered hereunder, all shares of common stock are combined by a reverse stock split into a lesser number of shares of common stock, the number of undistributed shares of common stock covered by the registration statement shall be proportionately reduced.

Note 1c: Pursuant to Rule 457(g) under the Securities Act and solely for the purpose of calculating the registration fee with respect to the shares of common stock issuable upon exercise of the Common Stock Warrants, the proposed maximum offering price per unit and proposed maximum aggregate offering price are based upon the exercise price of the Common Stock Warrants of $7.50 per share.

2 Note 2a: Represents shares of common stock represented by CHESS Depositary Interests ("CDIs") that are issuable upon the exercise of warrants to purchase CDIs ("CDI Warrants").

Note 2b: See Note 1b.

Note 2c: Pursuant to Rule 457(g) under the Securities Act and solely for the purpose of calculating the registration fee with respect to the shares of common stock represented by CDIs that are issuable upon exercise of the CDI Warrants, the proposed maximum offering price per unit and proposed maximum aggregate offering price are based upon the exercise price of the CDI Warrants of A$11.50 per share (as translated to approximately $8.07 per share using an exchange rate of A$1.4247 to $1.00 as of June 18, 2026, as released by the Board of Governors of the Federal Reserve System).