

18 May 2022

Market Announcements Office
ASX Limited
Exchange Centre
20 Bridge Street
Sydney NSW 2000

Online lodgement

Dear Sir/Madam

Notice of change in substantial holder notice

We act for the Galipea Partnership (ABN 43 843 920 211) (**Galipea Partnership**). On behalf of Galipea Partnership, we attach a Form 604 (Notice of change of interests of substantial holder) (the **Notice**).

Galipea Partnership previously announced it held a 11.28% interest in AGL Energy Limited (**AGL**) comprising a relevant interest in 56,779,867 Shares (representing 8.44% of Shares on issue) and an economic interest in respect of a further 19,103,523 Shares (equivalent to 2.84% of Shares on issue) pursuant to a cash settled total return swap with J.P. Morgan Securities PLC (**JPM**).

We are instructed as follows:

1. Galipea Partnership and its affiliates have taken steps to simplify their interest in AGL. Relevantly, Galipea Partnership now holds a relevant interest in 75,883,390 fully paid ordinary shares in AGL (**Shares**) representing 11.28% of Shares on issue. Galipea Partnership has invested approximately \$650 million to build its relevant interest of 11.28% in Shares, with close to \$600 million funded with cash and the remainder in debt.
2. Galipea Partnership has fully settled the cash settled total return swap it previously entered into with JPM in respect of 19,103,523 Shares.
3. Galipea Partnership has partially unwound its collar with JPM through the settlement of cash settled put and call options in relation to 59,157,171 reference Shares. Galipea Partnership continues to hold cash settled put and call options with JPM in relation to 8,117,552 reference Shares. These cash settled options do not give Galipea Partnership any relevant interest in AGL.
4. The securities lending agreement between JPM and Galipea Partnership disclosed to the ASX on 5 May 2022 has been amended such that the number of Shares JPM is entitled to borrow from Galipea Partnership is limited to the number of reference Shares under the collar, currently 8,117,552 Shares. The number of Shares available to JPM will decrease to the extent Galipea Partnership settles further cash settled put and call options under the collar. As at the date of this notice, JPM has not borrowed any Shares under these arrangements.
5. Although Galipea Partnership will retain a relevant interest in any Shares borrowed by JPM under the securities lending agreement, it would not be entitled to voting rights attaching to those shares for so long as they are loaned to JPM.

Copies of the relevant documents are contained in Annexure A to the change in substantial holder notice.

Yours sincerely

Tom Story
Partner
Allens
Tom.Story@allens.com.au

Charles Ashton
Partner
Allens
Charles.Ashton@allens.com.au

Attach

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme AGL Energy Limited (**AGL**)

ACN/ARSN ABN 74 115 061 375

1. Details of substantial holder (1)

Name Michael Alexander Cannon-Brookes, Galipea Partnership (by its partners CBC Co Pty Limited as trustee of the Cannon-Brookes Head Trust and Feroniella Pty Limited), CBC Co Pty Limited in its personal capacity and as trustee of the Cannon-Brookes Head Trust, Cannon-Brookes Services Pty Limited and each of their related entities from time to time (together the **Group**)

ACN/ARSN (if applicable) ABN 43 843 920 211

There was a change in the interests of the substantial holder on 17/05/2022

The previous notice was given to the company on 02/05/2022

The previous notice was dated 02/05/2022

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares in AGL (Shares)	56,779,867	8.44%	75,883,390	11.28%

*Note: On 17 May 2022 Galipea Partnership fully settled its cash settled total return swap with J.P. Morgan Securities PLC (**JPM**) in respect of 19,103,523 Shares (**TRS**). The TRS did not give Galipea Partnership or any other member of the Group a relevant interest in AGL. In addition, Galipea Partnership has partially unwound its collar with JPM through the settlement of cash settled put and call options in relation to 59,157,171 reference Shares. Galipea Partnership continues to hold cash settled put and call options with JPM in relation to 8,117,552 reference Shares. However, these cash settled options do not give Galipea Partnership or any other member of the Group a relevant interest in AGL. The cash settled put and call options were entered into pursuant to a collar transaction with JPM, documentation in respect of which is set out in the annexure.

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
17/05/2022	Galipea Partnership by its partners CBC Co Pty Limited as trustee of the Cannon-Brookes Head Trust and Feroniella Pty Limited (Galipea Partnership)	Increase in relevant interest under s608(1) of the Corporations Act due to acquisition of Shares	\$8.62 per Share	19,103,523 Shares	19,103,523 Shares
17/05/2022	The Group	Increase in relevant interest under s608(3) of the Corporations Act	N/A	19,103,523 Shares	19,103,523 Shares

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Galipea Partnership	Neweconomy.com.au Nominees Pty Ltd	Neweconomy.com.au Nominees Pty Ltd	Relevant interest under s608(1) of the Corporations Act due to acquisition of Shares	56,779,867 Shares	56,779,867 Shares
The Group	Neweconomy.com.au Nominees Pty Ltd	Neweconomy.com.au Nominees Pty Ltd	Relevant interest under s608(3) of the Corporations Act	56,779,867 Shares	56,779,867 Shares
Galipea Partnership	Unknown	Neweconomy.com.au Nominees Pty Ltd	Relevant interest under s608(1) of the Corporations Act due to acquisition of Shares	19,103,523 Shares	19,103,523 Shares
The Group	Unknown	Neweconomy.com.au Nominees Pty Ltd	Relevant interest under s608(3) of the Corporations Act	19,103,523 Shares	19,103,523 Shares

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Not applicable	

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Galipea Partnership and each member of the Group	Level 6, 341 George Street, Sydney NSW AUSTRALIA 2000
Neweconomy.com.au Nominees Pty Ltd	Level 18, 85 Castlereagh Street, Sydney NSW AUSTRALIA 2000

Signature

print name Catherine Manuel

capacity

Attorney for Galipea Partnership under power of attorney dated 28 April 2021

sign here

C. E. Manuel

date

18 May 2022

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
 - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
 - (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
 - (4) The voting shares of a company constitute one class unless divided into separate classes.
 - (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
 - (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
 - (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
 - (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure "A" to Form 604

This is Annexure "A" of 126 pages referred to in Form 604 signed by me and dated 18 May 2022.

C. E. Manuel

Attorney for Galipea Partnership under power of attorney dated 28 April 2021

EXECUTION VERSION

(Equity Collar)

Confirmation of a Loan and Equity Collar Transaction

2 May 2022

Transaction

Galipea Partnership (by its general partners CBC Co Pty Limited (ACN 108 337 104) as trustee for the Cannon-Brookes Head Trust and Feroniella Pty Limited (ACN 647 086 628))
of Level 6, 341 George Street, Sydney NSW 2000

Dear Sirs,

The purpose of this letter agreement (this “**Confirmation**”) is to confirm the terms and conditions of the transaction entered into between **J.P. MORGAN SECURITIES PLC** (“**JPMorgan**”) and **GALIPEA PARTNERSHIP** (by its general partners CBC Co Pty Limited as trustee for the Cannon-Brookes Head Trust and Feroniella Pty Ltd, each a “**General Partner**”) (the “**Counterparty**”) on the Trade Date specified below (the “**Transaction**”). This Confirmation constitutes a ‘Confirmation’ as referred to in the Agreement specified below, and supersedes all or any prior written or oral agreements in relation to the Transaction.

The definitions and provisions contained in the 2006 ISDA Definitions as amended and supplemented as at the date hereof (the “**2006 Definitions**”) and the 2002 ISDA Equity Derivatives Definitions (the “**Equity Definitions**”, and together with the 2006 Definitions, the “**Definitions**”), in each case as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”) are incorporated into this Confirmation. References herein to a ‘Transaction’ shall be deemed references to a ‘Swap Transaction’ for the purposes of the 2006 Definitions and a ‘Share Option Transaction’ for the purposes of the Equity Definitions. In the event of any inconsistency between the 2006 Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

Notwithstanding anything else in this Confirmation, the obligations of the General Partners are joint and several and where a provision provides for an agreement, obligation, undertaking, covenant, representation or warranty of “the Counterparty”, such agreement, obligation, undertaking, covenant, representation or warranty shall be assumed or given by the General Partners on a joint and several basis (other than where any provision expressly provides for otherwise). Each General Partner shall be bound by any act of the other General Partner under or in connection with this Agreement (irrespective of whether such other General Partner was aware of such act).

1. This Confirmation evidences a complete and binding agreement between the Counterparty and JPMorgan as to the terms of the Transaction to which this Confirmation relates. This Confirmation constitutes a “Confirmation” as referred to in, and shall supplement, form part of, and be subject to, a single agreement (the “**Agreement**”) in the form of the ISDA 2002 Master Agreement as published by ISDA (the “**ISDA Master**”) deemed to be entered into pursuant to a confirmation relating to the Share Swap Transaction (the “**TRS Transaction**”) dated 4 April 2022 entered into between JPMorgan and the Counterparty (the “**TRS Confirmation**”). All provisions contained in the Agreement and incorporated herein by reference will govern this Confirmation except as expressly modified below.
2. This Confirmation shall be deemed to be a “Transaction Document” for the purposes of the Agreement.
3. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms applicable to the Call Options and the Put Options

Trade Date:	2 May 2022, subject to the provisions set out at Paragraph 9 (<i>Conditions Precedent</i>)
Effective Date:	2 May 2022, subject to the provisions set out at Paragraph 9 (<i>Conditions Precedent</i>)
Hedging Activities:	The activities (if any) undertaken by JPMorgan in order to establish the Applicable Hedge Positions. For the avoidance of doubt, JPMorgan will determine its Hedging Activities in its sole and absolute discretion and is under no obligation to enter into any Hedging Activities.
Hedging Notice:	Means a notice, substantially in the form set out in Appendix 3 (<i>Form of Hedging Notice</i>). JPMorgan may deliver one or more Hedging Notice to the Counterparty on the First Initial Settlement Date, provided that any subsequently delivered Hedging Notice delivered shall prevail over any previous

Hedging Notice to the extent of any inconsistency.

Provided that no Event of Default or Potential Event of Default is continuing in respect of the Counterparty, following each Expiration Date, JPMorgan will deliver a revised Hedging Notice to the Counterparty showing the revised Total Number of Shares under the remaining Call Options and Put Options.

Applicable Hedge Positions:

The Hedge Positions that JPMorgan determines, in its sole and absolute discretion, are necessary at such time to hedge, through the Hedge Positions alone, JPMorgan's position in entering into and performing its obligations with respect to the Transaction.

Shares:

The ordinary shares of the Issuer (ISIN: AU000000AGL7)

Issuer:

AGL Energy Limited (Bloomberg code: AGL AU)

Initial Reference Price:

The closing price of the Shares on the Effective Date, as specified in the latest Hedging Notice delivered by JPMorgan to the Counterparty.

Business Days:

Sydney

Notional Amount:

At any time, an amount equal to the Number of Put Options multiplied by the Initial Reference Price.

Fee

Zero.

Share Sale and Purchase:

Share Purchase:

On the Purchase Date, Counterparty shall purchase Shares equal to the Total Number of Initial Delta Shares (the “**Initial Delta Shares**”) from JPMorgan, free from any security interest or other encumbrance, for an aggregate purchase price equal to the Aggregate Purchase Price,

provided that the settlement of the relevant purchase of Shares shall be on the Initial Settlement Dates in accordance with the provisions immediately below.

On each Initial Settlement Date:

- (i) Counterparty shall pay the aggregate of the (x) the relevant Aggregate Purchase Price and (y) any financial transaction taxes, stamp duties, registration duties or other similar taxes or duties incurred or due by JPMorgan by reason of the purchase or delivery of the relevant Number of Initial Delta Shares (the “**Gross Aggregate Purchase Price**”), to JPMorgan; and
- (ii) JPMorgan will give irrevocable instructions to transfer the relevant Number of Initial Delta Shares to the Securities Account.

Counterparty’s obligation to pay the relevant Gross Aggregate Purchase Price to JPMorgan on an Initial Settlement Date is subject to the provisions set out at “Payment Netting” below.

Purchase Date:

The Effective Date

Total Number of Initial Delta Shares:

The aggregate of the Number of Initial Delta Shares

Initial Settlement Date:

Each of:

- (i) the Effective Date (the “**First Initial Settlement Date**”); and
- (ii) the date which is two Exchange Business Days following the Effective Date (the “**Second Initial Settlement Date**”).

Aggregate Purchase Price:

In respect of an Initial Settlement Date, an amount in AUD equal to the product of:

- (i) the relevant Initial Reference Price; and

- (ii) the relevant Number of Initial Delta Shares.

Number of Initial Delta Shares:

In respect of each Initial Settlement Date, such number of Shares as specified in the relevant Hedging Notice delivered by JPMorgan to the Counterparty, provided that the Total Number of Initial Delta Shares shall not exceed 67,274,723 Shares.

Tranches:

Tranches:

The Transaction is made up of a number of individual tranches (each, a “**Tranche**”) equal to the Number of Tranches, each with the terms and conditions set out in this Confirmation, as supplemented by the latest Hedging Notice. For the avoidance of doubt, each Tranche does not comprise a separate Transaction.

Number of Tranches:

Up to a maximum number of 120 Tranches, as specified in the latest Hedging Notice delivered by JPMorgan to the Counterparty, as may be amended by agreement between the parties.

Total Number of Shares:

Up to a maximum number of 67,274,723 Shares, as specified in the latest Hedging Notice delivered by JPMorgan to the Counterparty.

Tranche Notional Amount:

In respect of each Tranche, the Number of Put Options per Tranche multiplied by the Initial Reference Price.

Exchange:

Australian Securities Exchange

Related Exchange(s):

All Exchanges

Premium:

Zero, no Premium is payable.

Premium Payment Date:

Each Drawdown Date

Premium Payer:

Counterparty

General Terms applicable to the Call Options

Option Style:	European
Option Type:	Call
Seller:	Counterparty
Buyer:	JPMorgan
Number of Call Options:	The number that is equal to the Total Number of Shares.
Number of Call Options per Tranche:	In respect of a Tranche, the number specified as such in respect of that Tranche in Annex A (<i>Tranche Terms</i>) to the latest Hedging Notice; provided that the aggregate of the Number of Call Options per Tranche will be equal to the Number of Call Options.
Option Entitlement:	One Share per Option
Strike Price:	Initial Reference Price * Call Strike Percentage
Call Strike Percentage:	110.40%
Valuation Time:	As provided in Section 6.1 of the Equity Definitions.
Valuation Date:	With respect to each Tranche, the Expiration Date related thereto.

General Terms applicable to the Put Options

Option Style:	European
Option Type:	Put
Seller:	JPMorgan
Buyer:	Counterparty
Number of Put Options:	The number that is equal to the Total Number of Shares.
Number of Put Options per Tranche:	In respect of a Tranche, the number specified as such in respect of that Tranche in Annex A (<i>Tranche Terms</i>) to the latest Hedging Notice; provided that the aggregate of the Number of

	Put Options per Tranche will be equal to the Number of Put Options.
Option Entitlement:	One Share per Option
Strike Price:	Initial Reference Price * Put Strike Percentage
Put Strike Percentage:	100.00%
Valuation Time:	As provided in Section 6.1 of the Equity Definitions.
Valuation Dates:	With respect to each Tranche, the Expiration Date related thereto

Procedure for Exercise applicable to the Call Options and the Put Options:

Expiration Time:	The Valuation Time
Expiration Dates:	In respect of a Tranche, the date specified as such in respect of that Tranche in Annex A (<i>Tranche Terms</i>) to the latest Hedging Notice
Automatic Exercise:	Applicable, provided that Section 3.4(c) of the Equity Definitions shall be deleted in its entirety and replaced with the following: “In-the-Money” means, in respect of a Call Option, that the Reference Price is greater than the Strike Price and, in respect of a Put Option, that the Reference Price is less than the Strike Price.” An Option Transaction may not be exercised unless it is In-the-Money at the Expiration Time on the Expiration Date.
Reference Price:	With respect to each Tranche, the volume weighted average price per Share that would be realised by JPMorgan and/or any of its Affiliate(s) in terminating or liquidating any Applicable Hedge Positions with respect to such Tranche (plus any expenses, fees, exchange fees, costs, Taxes, Stamp Taxes, levies, charges, commissions and trading fees incurred by JPMorgan and/or any of its Affiliate(s)), as determined by JPMorgan, acting in a commercially reasonable manner, and as

communicated to the Counterparty as soon as reasonably practicable.

Settlement Terms applicable to the Call Options and the Put Options:

Cash Settlement:	Applicable
Settlement Currency:	AUD
Cash Settlement Payment Dates:	In respect of each Tranche, two Currency Business Days following the determination of the Reference Price in respect of such Tranche
Settlement Price:	The Reference Price.

Loan:

(i) Drawdown

On each Drawdown Date, JPMorgan will make available to the Counterparty a loan (the “**Loan**”) in a principal amount that is equal to the relevant Initial Principal Amount.

Initial Principal Amount:	In respect of the first Drawdown Date, an amount in AUD equal to the product of (i) the Notional Amount as at the Effective Date; and (ii) the Initial Loan Percentage%.
---------------------------	--

In respect of the second Drawdown Date, an amount in AUD equal to the product of (i)(x) the Notional Amount as at the second Drawdown Date *minus* (y) the Notional Amount as at the Effective Date; and (ii) the Initial Loan Percentage.

Initial Loan Percentage:	As specified in the latest Hedging Notice delivered by JPMorgan to the Counterparty
--------------------------	---

Drawdown Date:	Each Initial Settlement Date
----------------	------------------------------

JPMorgan’s obligation to make the Loan available to Counterparty shall be subject to the application of payment netting to the extent permitted under Section 2(c) of the Agreement.

(ii) Repayment of the Loan

The Counterparty will repay the Loan in instalments by paying to JPMorgan each Instalment Amount on each Instalment Date.

Instalment Amount: With respect to each Tranche, an amount in AUD equal to the product of (i) Tranche Notional Amount of such Tranche; and (ii) the Put Strike Percentage.

Instalment Dates: In respect of each Tranche, two Currency Business Days prior to the Expiration Date in respect of such Tranche.

Net Settlement

(i) Payment Netting

For the avoidance of doubt, unless otherwise stated, all payments in respect of this Transaction and all other Transactions that are subject to the Agreement will be subject to the application of payment netting to the extent permitted under Section 2(c) of the Agreement.

In particular (but without limiting the generality of the foregoing), JPMorgan and Counterparty agree that:

- (a) JPMorgan's obligation to transfer the Loan to Counterparty on each Drawdown Date pursuant to the provisions set out at "Drawdown" above;
- (b) Counterparty's obligation to pay the Gross Aggregate Purchase Price on each Drawdown Date pursuant to the provisions set out at "Share Sale and Purchase" above;
- (c) any other payments due from the Counterparty to JPMorgan or from JPMorgan to Counterparty, in each case on each Drawdown Date and as separately agreed between the parties,

are all subject to payment netting pursuant to Section 2(c) of the Agreement, provided that the net amount payable by one party to the other on the First Initial Settlement Date pursuant to Section 2(c) of the Agreement shall instead be payable on the Second Initial Settlement Date instead.

Dividend Adjustments:

The parties have assumed that no dividends shall be declared or paid by the Issuer to holders of Shares at any time during the period between the Trade Date and the final Expiration Date (inclusive). If any Actual

Dividend (as defined below) is declared on the Shares with respect to which the Ex-Dividend Date falls on a date falling between the Trade Date and the final Expiration Date (inclusive), then:

- (a) JPMorgan shall promptly notify the Counterparty of the Dividend Adjustment Amount (the date that JPMorgan provides such notification being the “**Information Date**”) and the Counterparty shall pay to JPMorgan an amount equal to the Dividend Adjustment Amount within two Currency Business Day following payment of such Actual Dividend (the “**Actual Dividend Payment Date**”).
- (b) the Counterparty may, within one Business Day of the Information Date, provide JPMorgan with a written request (an “**Amendment Request**”) to amend the terms of the Transaction, in which event:
 - (i) JPMorgan, acting in a commercially reasonable manner, shall make such adjustments to the Transaction as it believes would have the same economic effect as if the Counterparty made the payment referred to in paragraph (a) above on the due date; and
 - (b) the Counterparty shall not be required to make the payment referred to in paragraph (a) above; and
- (c) in the event that JPMorgan does not receive the Amendment Request pursuant to sub-paragraph (b) above within one Business Day of the Information Date and the Counterparty fails to pay the relevant Dividend Adjustment Amount within two Currency Business Day following payment of such Actual Dividend, JPMorgan may, acting in a commercially reasonable manner, either:
 - (i) terminate the Transaction pursuant to Section 5(a)(i) of the Agreement; or
 - (ii) make such adjustments to the Transaction as it believes would have the same economic effect as if the Counterparty made the payment referred to in paragraph (a) above on the due date, in which event the Counterparty shall not be required to make the payment referred to in paragraph (a) above.

Where:

“**Dividend Adjustment Amount**” means the amount calculated in accordance with the following formula:

Number of Options * Actual Dividend * Prevailing Delta where:

“**Number of Options**” means the Number of Put Options (as reduced by the aggregate of the Number of Put Options per Tranche in respect of which an Expiration Date has occurred).

“**Actual Dividend**” means 100% of the gross cash ordinary dividend per Share (before deduction for or on account of any withholding tax but taking into account any applicable franking credit) paid by the Issuer to holders of record of a Share.

“**Prevailing Delta**” an amount expressed as a percentage that is equal to the quotient of:

- (a) Delta Quantity; over
- (b) Total Number of Shares.

"**Delta Quantity**" is a number determined by JPMorgan in a commercially reasonable manner that represents JPMorgan's delta short position in connection with JPMorgan's hedging (either actual or synthetic) of this Transaction as of the close of business on the Exchange Business Day immediately prior to the relevant Ex-Dividend Date (and which will be a number that is between zero and the Total Number of Shares).

"**Ex-Dividend Date**" means, in respect of an Actual Dividend, the date on which the Shares commence trading ex-dividend on the Exchange in respect of such Actual Dividend.

Liquidity Adjustments

Upon the occurrence of an Illiquidity Event:

- (a) JPMorgan may, in its sole discretion, notify the Counterparty of such occurrence; and
- (b) for the period of ten (10) Scheduled Trading Days following the date of JPMorgan sending the notice set out in (a) above (such period, the "**Illiquidity Adjustment Period**"), notwithstanding any other provision of this Confirmation, the Calculation Agent shall be entitled to make such adjustments to the terms of the Transaction (including, without limitation, to increase the Number of Tranches or to increase the period over which valuations are made) as it determines to be appropriate to account for the occurrence of such Illiquidity Event. Such amendments will be effective upon written notice thereof being given to the Counterparty.

As used herein, "**Illiquidity Event**" means a determination by the Calculation Agent that the daily trading volume of the Shares traded on the Exchange as determined by reference to the Bloomberg screen page AGL AU Equity HP on the Bloomberg source (or a successor or replacement page thereto, or if such information is not available for any reason, or is manifestly incorrect, as determined by the Calculation Agent) has been less than 3,750,000 Shares per Scheduled Trading Day for a period of more than 20 consecutive Scheduled Trading Days.

Adjustments:

Method of Adjustment:

Calculation Agent Adjustment

Extraordinary Events:

Consequences of Merger Events:

- | | |
|-------------------------|---------------------------------------|
| (a) Share-for-Share: | Modified Calculation Agent Adjustment |
| (b) Share-for-Other: | Modified Calculation Agent Adjustment |
| (c) Share-for-Combined: | Modified Calculation Agent Adjustment |
| Determining Party: | JPMorgan |

Merger Event Date: Section 12.1(b) of the Equity Definitions shall be amended by replacing the words “Merger Date” in the fourth last line thereof with the words “Merger Event Date”.

Sections 12.2(b) and 12.2(e) of the Equity Definitions shall be amended by replacing the words “Merger Date” each time they appear with the words “Merger Event Date”.

“Merger Event Date” means, in respect of a Merger Event, the date of the occurrence of such Merger Event, which shall be deemed to be the Announcement Date or such other date as the Calculation Agent determines is commercially reasonable in the circumstances.

Tender Offer:	Applicable
---------------	------------

Consequences of Tender Offers:

- | | |
|-------------------------|---------------------------------------|
| (a) Share-for-Share: | Modified Calculation Agent Adjustment |
| (b) Share-for-Other: | Modified Calculation Agent Adjustment |
| (c) Share-for-Combined: | Modified Calculation Agent Adjustment |
| Determining Party: | JPMorgan |

Composition of Combined Consideration:	Not Applicable
--	----------------

Tender Offer Date: Sections 12.3(a) and 12.3(d) of the Equity Definitions shall be amended by replacing the words “Tender Offer Date” each time they appear with the words “Tender Offer Event Date”.

“Tender Offer Event Date” means, in respect of a Tender Offer, the date of the occurrence of such Tender Offer, which shall be deemed to be the Announcement Date or such other date as the Calculation Agent determines is commercially reasonable in the circumstances.

Nationalisation, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination)
---	--

Additional Disruption Events:	For the purposes of Section 12.9 of the Equity Definitions, references to the terms 'a party' or a
-------------------------------	--

'Hedging Party' will be deemed to include any of its Affiliates for all purposes other than giving or receiving notice.

(a) Change in Law:

Applicable, *provided* that:

(i) Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase “the interpretation” in the third line thereof with the phrase “or public announcement or statement of the formal or informal interpretation,” and (ii) replacing the parenthetical beginning after the word “regulation” in the second line thereof with the words “(including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute)” and

(ii) the word “Shares” in Section 12.9 (a)(ii) of the Equity Definitions is replaced by the words “Hedge Positions”.

(b) Failure to Deliver:

Applicable

(c) Insolvency Filing:

Applicable

(d) Hedging Disruption:

Applicable, *provided* that:

(i) Section 12.9(a)(v) of the Equity Definitions is hereby replaced in its entirety by the following:

“Hedging Disruption” means that the Hedging Party is unable, after using commercially reasonable efforts, to either (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hedge Position(s) it deems necessary to hedge any relevant price risk of entering into and performing its obligations with respect to the relevant Transaction (including, without limitation and for the avoidance of doubt, any synthetic equity borrowing transaction, if applicable) or (B) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any such Hedge Position(s).

(ii) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by:

(a) inserting in the third line thereof, after the words “to terminate the Transaction”, the words “or a portion of the Transaction affected by such Hedging Disruption”; and

(b) adding the words “(or, if such Hedging Disruption is due to any restriction imposed by (A) the Issuer of any relevant Shares or (B) any court, tribunal or regulatory authority with competent jurisdiction, in either case on the ability of a person to acquire or maintain ownership of such Shares by virtue of being a foreign person in the country of incorporation of such Issuer or issuer, such shorter notice as may be required to comply with such restriction)” after the word “notice” in the fourth line thereof

Hedge Position:

The definition of “Hedge Positions” in Section 13.2(b) of the Equity Definitions shall be amended by deleting the words after “means” and replacing them with the words “any purchase, sale, entry into, unwind, termination or maintenance of any positions in the Shares that the Hedging Party deems necessary, acting reasonably, to hedge the equity price risk of entering into and performing its obligations with respect to the relevant Transaction,”.

	Hedging Party:	JPMorgan
(e)	Loss of Stock Borrow:	Applicable
	Hedging Party:	JPMorgan
	Maximum Stock Loan Rate:	2.0%
(f)	Increased Cost of Stock Borrow:	Applicable.
	Hedging Party:	JPMorgan
	Initial Stock Loan Rate:	0.50%

(g) Increased Cost of Hedging: Applicable

Determining Party and Hedging Party: JPMorgan

4. Calculation Agent: JPMorgan. The Calculation Agent is responsible for making all determinations under this Transaction that are not expressed to be the responsibility of an identified party. Whenever the Calculation Agent is required to act or exercise judgement in any way, it will do so in good faith and in a commercially reasonable manner.

5. Credit Support Document

For the purpose of the Agreement, each of the Transaction Documents (other than the Agreement) will be a Credit Support Document in respect of the Counterparty.

6. Account Details:

(1) Account for payments to JPMorgan:

To be separately advised by JPMorgan.

(2) Account for payments to Counterparty:

To be separately advised by Counterparty.

7. Offices and Contact Details for the Purpose of Giving Notice pursuant to the Agreement (including pursuant to Section 6 and 12 of the Agreement):

(1) The Office and contact details of JPMorgan for the Transaction is:

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London
E14 5JP

Project_Dash@jpmchase.com; DSG_Sydney@jpmorgan.com;
aus.markets.legal.notices@jpmorgan.com

Attention:
Mark Kirollos, Sewmay Lee, Joe Lau

(2) The Office and contact details of Counterparty for the Transaction is:

Galipea Partnership
52 Central Park Ave
Norwest NSW 2153
investments@grok.ventures
Attention: Mike Cannon-Brookes

8. Additional Events of Default, Additional Termination Events and Close-out Amount

8.1 The following new paragraph 5(a)(ix) shall be added to Section 5(a) of the Agreement:

“(ix) **Breach of Undertakings:** Counterparty breaches any of the undertakings set out in Paragraph 12 (*Information and General Undertakings*) of this Confirmation, provided that in respect of a Non-Material Undertaking only, such breach shall only constitute an Event of Default if such breach is not remedied within 14 days after notice of such breach is given to the Counterparty.

8.2 The following shall constitute an Additional Termination Event:

Termination of TRS Transaction: The (x) TRS Transaction is terminated or unwound in full or in part and (y) the number of Shares in the Securities Account will be less than (A) the Total Number of Shares *minus* (B) the “Number of Shares” (as defined in the TRS Confirmation) following such termination or unwind (any such shortfall, the “**Unsecured Number of Shares**”), , as determined by JPMorgan taking into account any evidence of transfer provided by the Counterparty. For the purpose of this Additional Termination Event, the Counterparty shall be the sole Affected Party and a proportion of the Transaction equal to the Unsecured Proportion shall be the Affected Transaction.

The Calculation Agent shall, on each Early Termination Date in respect of this Additional Termination Event, adjust the term of this Transaction (including without limitation, Number of Tranches, Number of Shares, Total Number of Shares, Tranche Notional Amount, Notional Amount, Number of Call Options per Tranche and/or Number of Put Option per Tranche) to account for the relevant partial termination of this Transaction arising from this Additional Termination Event.

Where, “**Unsecured Proportion**” means, in respect of a termination or unwind of the TRS Transaction, the quotient of (a) the relevant Unsecured Number of Shares and (b) the Total Number of Shares immediately prior to such termination or unwind.

8.3 Notwithstanding anything else in the Agreement, the parties agree and acknowledge that in respect of the determination of the Close-out Amount, Cancellation Amount or any other amount payable following the termination and/or cancellation of this Transaction (the “**Termination Amount**”):

- (a) the relevant determining party shall determine such Termination Amount based on the prevailing market price per Share (as selected by such determining party in good faith and commercially reasonable manner) (such price, the “**Close-out Share Price**”);
- (b) JPMorgan shall be entitled to terminate, liquidate or re-establish its hedge in respect of this Transaction at a time following the determination of the Termination Amount for this Transaction; and
- (c) to the extent that there is any mismatch between the Close-out Share Price and the price per Share realised by JPMorgan in actually terminating, liquidating or re-establishing its hedge in respect of this Transaction (taking into account any expenses, fees, exchange

fees, costs, Taxes, Stamp Taxes, levies, charges, commissions and trading fees incurred by JPMorgan and/or any of its Affiliate(s)) (the “**Hedge Unwind Price**”), JPMorgan shall promptly notify the Counterparty of the applicable Hedge Unwind Adjustment Amount and:

- (x) if the Hedge Unwind Adjustment Amount is positive, JPMorgan shall pay to the Counterparty such Hedge Unwind Adjustment Amount within two Currency Business Days of such notification; or
- (y) if the Hedge Unwind Adjustment Amount is negative, the Counterparty shall pay to JPMorgan the absolute value of such Hedge Unwind Adjustment Amount within two Currency Business Days of such notification.

Where:

“**Hedge Unwind Adjustment Amount**” means, an amount as determined by JPMorgan in good faith and acting in a commercially reasonable manner in accordance with the following:

$(A-B) \times C$

where:

“**A**” means the Close-out Share Price;

“**B**” means the Hedge Unwind Price; and

“**C**” means a number determined by JPMorgan in a commercially reasonable manner that represents JPMorgan’s delta short position in connection with JPMorgan’s hedging (either actual or synthetic) of this Transaction as of the close of business on (x) the Early Termination Day or (y) the date on which the Termination Amount (other than a Close-Out Amount) is determined as of (and which will be a number that is between zero and the Total Number of Shares).

9. Conditions Precedent

- 9.1 Counterparty agrees to provide all of the documents and evidence set out in Appendix 1 (Conditions Precedent) to JPMorgan upon, or prior to, executing this Confirmation.

The occurrence of the Effective Date, the Trade Date and JPM’s obligations under this Transaction shall be subject to the condition precedent that JPMorgan has notified Counterparty on or prior to the Trade Date that it has received (or waived its right to receive) all of the documents and evidence set out in Appendix 1 (Conditions Precedent), in each case, in form and substance satisfactory to JPMorgan.

JPMorgan must give such notification to Counterparty promptly upon determining in its sole and absolute discretion that it is so satisfied.

- 9.2 In the event that JPMorgan determines that it has not received (or has not waived its right to receive) all of the documents and evidence set out in Appendix 1 (Conditions Precedent) on or prior to the Trade Date, as an independent obligation and notwithstanding any other provision of this Confirmation or the Agreement, the Counterparty shall pay to JPMorgan an amount equal to any Hedge Unwind Costs within two Currency Business Days of written demand from JPMorgan.

“Hedge Unwind Costs” means an amount, as reasonably determined by JPMorgan, equal to any costs, losses and expenses that would be suffered by JPMorgan and/or any of its Affiliates in connection with terminating or liquidating (in whole or in part) any transaction, contract, position, instrument or other arrangement (howsoever described) entered into by JPMorgan and/or any of its Affiliates in connection with the Transaction.

10. Other Provisions

Non-Reliance:	Applicable
Agreements and Acknowledgements Regarding Hedging Activities:	Applicable
Additional Acknowledgements:	Applicable

11. Counterparty Representations:

For the purposes of Section 3 of the Agreement, the Counterparty represents to JPMorgan on the date of this Confirmation, the Trade Date, the Effective Date, each Drawdown Date and each Instalment Date that (provided that the representations in paragraphs 11.22 to 11.30 (inclusive) which are to be given in respect of the Trustee only):

11.1 **Status**

Each of the Counterparty and each General Partner:

- (a) in respect of each General Partner only, is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation;
- (b) in respect of the Counterparty only, is a validly established general partnership
- (c) has the power to own its assets and carry on its business as it is being conducted;
- (d) is not a US Tax Obligor;
- (e) is not a FATCA FFI; and
- (f) is resident for tax purposes in Australia.

11.2 **Binding obligations**

- (a) The obligations expressed to be assumed by it in each Transaction Document constitutes its valid and legally binding obligations and is enforceable against it in accordance with its terms subject to any necessary stamping and registration requirements and laws generally affecting creditors' rights and equitable principles.
- (b) Without limiting the generality of paragraph (a) above, subject to the Perfection Requirements, each Security Document creates the security interests which that Security Document purports to create and those security interests are valid and effective.

11.3 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents do not and will not conflict with:

- (a) any law or regulation applicable to it;
 - (b) its constitutional documents or any Trust Deed or the Partnership Agreement as applicable;
 - (c) any document or security interest which is binding upon it or the Partnership or any of its assets; or
 - (d) any agreement or instrument binding upon or affecting it or its assets,
- nor (except as provided in any Security Document) result in the existence of, or oblige it to create, any Security over any of its assets.

11.4 **Power and authority**

It has full power and authority to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents.

11.5 **Validity and admissibility in evidence**

Subject, in the case of the Security Documents, to the Perfection Requirements, all Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents;
- (b) to make the Transaction Documents admissible in evidence in its jurisdiction of incorporation; and
- (c) to enable it to create the Security expressed to be created by it pursuant to any Security Document and to ensure that such Security has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect.

11.6 Governing law and enforcement

- (a) Subject to any general principles of law which are specifically referred to in any legal opinion provided to JPMorgan in connection with the Transaction Documents, the choice of New South Wales law as the governing law of the Transaction Documents will be recognised and enforced in its jurisdiction of incorporation.
- (b) Subject to any general principles of law which are specifically referred to in any legal opinion provided to JPMorgan in connection with the Transaction Documents, any judgment obtained in New South Wales in relation to a Transaction Document will be recognised and enforced in its jurisdiction of incorporation.

11.7 No default

- (a) No Event of Default is continuing or might reasonably be expected to result from the entry into, the performance of, or any transaction contemplated by, any Transaction Document.
- (b) There is no Event of Default or Potential Event of Default under Section 5(a)(vii) (Bankruptcy) of the Agreement and the performance of any obligation under any Transaction Document would not cause such an Event of Default or Potential Event of Default.
- (c) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might have a Material Adverse Effect.

11.8 No misleading information

- (a) Any written factual information provided by or on behalf of the Counterparty in relation to any Transaction Document was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.
- (b) Nothing has occurred or been omitted from the factual information referred to in paragraph (a) above and no information has been given or withheld that results in that information being untrue or misleading in any material respect.
- (c) Without limiting the foregoing, all copies of documents delivered to JPMorgan pursuant to Appendix 1 (Conditions Precedent) are true, complete and up-to-date copies and there are no other documents or other matters not disclosed to JPMorgan in writing at the time of delivery of those copies that amends or otherwise affects them or any resolution, consent or approval evidenced by them.

11.9 **[Intentionally omitted]**

11.10 **No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body, tribunal or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect, to the best of its knowledge having made reasonable enquiries, have been started or threatened against it.

11.11 **No breach of laws**

It has not breached any law or regulation which would impair its ability to perform its obligations under the Transaction Documents or the ability of JPMorgan or it to hold, acquire or dispose of any Shares or the ability of JPMorgan to hold, acquire or dispose of any Security over the Shares or to enforce the Transaction Security expressed to be created by the Security Documents.

11.12 **Taxation**

- (a) It is not required to make any Tax Deduction from any payment it may make under any Transaction Document.
- (b) It is not overdue in the filing of any Tax returns and it is not overdue in the payment of any amount in respect of Tax except to the extent that (i) such payment is being contested in good faith, (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them, and (iii) such payment can be lawfully withheld.
- (c) It does not have any domicile or place of business in the US.

11.13 **[Intentionally omitted]**

11.14 **Security and ranking**

- (a) Subject to the Perfection Requirements, each Security Document creates (or, once entered into, will create) in favour of JPMorgan the Security which it is expressed to create with the ranking and priority it is expressed to have.
- (b) Without limiting paragraph (a) above, its payment obligations under the Transaction Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies or partnerships (as applicable) generally.
- (c) It is the absolute legal owner of the Collateral Assets and except for the Security Documents, any lien or security interest routinely imposed by CHESS, the legal title held by the Nominee on behalf of the Counterparty under the Nominee Agreement and any lien held by the Nominee under

the Nominee Agreement, no Security or other third party right or interest exists or will exist on or over the Collateral Assets or any amount deposited with the Nominee to be held as part of the Cash Account.

- (d) On it acquiring any property forming part of the Collateral, it will be the absolute legal owner of that property and no other person has any interests in the Collateral other than under a Security Document, an interest of a General Partner or an interest of the beneficiaries under the Trust Deed that is subject in priority to the interest of JPMorgan under the Security Documents.
- (e) There is no agreement, filing or registration that would enable another person to obtain a priority over the Collateral which is inconsistent with the priority contemplated by the Security Documents.
- (f) It has the right to grant the mortgage over the Collateral in the manner contemplated by the Security Documents.
- (g) All Marketable Securities (as defined in the Security Documents) forming part of the Collateral are, or upon acquisition will be, fully paid.
- (h) No Distribution (as defined in the Security Documents) or any other consideration, rent, profit, amount or other entitlement (whether in the nature of capital or income) in respect of any of the Collateral has been assigned or encumbered pursuant to a Security Interest other than pursuant to the Transaction Documents.

11.15 Title to assets

It has:

- (a) good and marketable title (as sole and absolute owner) to the Shares which are expressed to be included in the Collateral; and
- (b) not sold, transferred, lent, assigned, parted with its interest in or disposed of, granted any option in respect of or otherwise dealt with any of its rights, title and interest in and to the Collateral Assets, or agreed to do any of the foregoing (other than pursuant to the Transaction Documents).

11.16 Charged Shares

- (a) The Charged Shares:
 - (i) are not in certificated form;
 - (ii) are listed on the Exchange;
 - (iii) are fully paid and no moneys or liabilities are outstanding or payable in respect of any of them;

- (iv) have been duly authorised and validly issued; and
 - (v) are not subject to any legal or contractual restriction which may result in any adverse consequences to JPMorgan or on the ability of JPMorgan to value, market, realise or enforce its Security over those Charged Shares.
- (b) The Nominee is recorded as the holder of each Charged Share in CHESS.
- (c) No:
- (i) form of notification is or will be required to be made to any stock exchange, regulatory authority or similar body or to any other person by JPMorgan, the Counterparty, the Issuer or any other person, provided that JPMorgan does not have a substantial holding (as defined in section 9 of the Corporations Act) in the Issuer, other than as required to be made under Chapter 6C of the Corporations Act or pursuant to Australian Takeover Panel's Guidance Note 20 – Equity Derivatives;
 - (ii) approval from any stock exchange, regulatory authority or similar body or any other person is or will be required;
 - (iii) breach by the Counterparty or any of its Associates of applicable securities laws or the rules relating to the listing and trading of securities on the Exchange as amended from time to time (the "**Securities Laws**") or any other similar law or regulation has occurred or will occur;
 - (iv) clearance to deal under the Securities Laws or any other similar law or regulation or any applicable governance policy is or will be required by the Counterparty or any of its Associates; or
 - (v) mandatory offer or bid is or will be required to be made by JPMorgan or any transferee or purchaser of the Shares,
- as a result of the entry into or performance of any rights or obligations pursuant to any of the Transaction Documents.
- (d) On the date of this Confirmation, the Counterparty and their Associates hold relevant interests, in aggregate, of zero Shares (including, in each case, the Charged Shares).

11.17 **Material Non-Public Information**

Neither it nor (to the best of its knowledge and belief) any Relevant Individual:

- (a) is in possession of any Material Non-Public Information relating to the Issuer or the Shares which would (i) restrict its ability to deal in the Shares

or grant Security over the Shares to JPMorgan or (ii) affect its ability to enter into or perform its obligations under the Transaction Documents;

- (b) is engaged in, or has engaged in conduct prohibited under section 1043A of the Corporations Act 2001 (insider dealing) or in market abuse or market manipulation in entering into and performing its obligations under the Transaction Documents; or
- (c) has made the decision to enter into the Transaction Documents (or has been influenced in making such decision) on the basis of Material Non-Public Information in violation of the Securities Laws, any other applicable laws of Australia or any comparable applicable legislation in any other applicable jurisdiction.

11.18 Regulation S

None of the Counterparty, its Affiliates or any person acting on their behalf has engaged, or will engage, in any directed selling efforts, as defined in Regulation S under the US Securities Act of 1933, as amended, with respect to the Shares.

11.19 Sanctions

- (a) It has implemented and maintains in effect policies and procedures designed to ensure compliance by it, its Affiliates and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and it, its Affiliates and their respective officers and employees, and to its knowledge, its directors and agents and each General Partner are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects.
- (b) None of:
 - (i) it, any of its Affiliates or, to its or such Affiliate's knowledge, any of their respective directors, officers or employees; or
 - (ii) to its knowledge, any of its agents or any of its Affiliate's agents that will act in any capacity in connection with or benefit from the Transaction Document or any General Partner,is a Sanctioned Person.
- (c) No Loan, use of proceeds or other transaction contemplated by the Transaction Documents will violate Anti-Corruption Laws or applicable Sanctions.
- (d) The representation and warranty given in paragraphs (a), (b) and (c) above shall not be made to JPMorgan to the extent (and only to the extent) it would expose JPMorgan or any director, officer or employee of JPMorgan to any liability under EU Regulation (EC) 2271/96 or any similar anti-boycott law or regulation.

- (e) Neither the Counterparty nor any of its subsidiaries, directors, officers or employees, nor, to the knowledge of the Counterparty, any agent, or affiliate or other person associated with or acting on behalf of the Counterparty or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”) or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “**blocked person**”), the United Nations Security Council (“**UNSC**”), the European Union, Her Majesty’s Treasury (“**HMT**”), or other relevant sanctions authority (collectively, “**Sanctions**”), nor is the Counterparty, any of its subsidiaries is located, organized or resident in a country, region or territory that is the subject or the target of Sanctions, including, without limitation, the Crimea Region of Ukraine, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Cuba, Iran, North Korea and Syria (each, a “**Sanctioned Country**”); and the Counterparty will not directly or indirectly use the proceeds of the offering of the securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions.

11.20 **Nominee Agreement**

- (a) It is and will at all times be the sole, absolute, legal and beneficial owner of its rights under the Nominee Agreement.
- (b) The Nominee Agreement remains in full force and effect without any material amendment, supplement or variation.

11.21 **[Intentionally omitted]**

11.22 **Proper administration of Trust**

The Trustee enters the Counterparty into the Transaction Documents to which it is expressed to be a party (by executing them as a General Partner of the Partnership) as part of the proper administration of the Trust by it and for the benefit of the Trust Beneficiaries.

11.23 **No default under Trust Deed**

The Trustee is not in default under the Trust Deed.

11.24 **Internal management of Trust**

- (a) The Trust Deed and the Trustee's constituent documents give it power to enter the Counterparty into (by executing as a General Partner of the Partnership) and assume liability for the performance of its obligations under each Transaction Document and to carry on the business and other activities now conducted by it.
- (b) All acts of internal management of the Trust in respect of each of the Transaction Documents to which it enters the Counterparty (by executing as a General Partner of the Partnership) as a party and the assumption by it of liability for the performance of its obligations under each Transaction Document have been duly performed and all consents, authorisations and approvals required under the Trust Deed are in full force and effect.
- (c) No determination has been made to distribute Trust Property prior to the latest date under the Trust Deed by which the Trust Property must be distributed.

11.25 **Terms of Trust**

The Trust Deed:

- (a) complies with all applicable laws and has been duly executed and duly stamped in accordance with all applicable laws; and
- (b) comprises all the terms relevant to the relationship of trustee and beneficiary between it as Trustee and the Trust Beneficiaries and constitutes legal, valid and binding obligations, and neither the Trust Deed nor any part of it is void, voidable or otherwise unenforceable.

11.26 **True copy of Trust Deed**

The representation in this clause 26 (*True copy of Trust Deed*) is non-repeating.

The copy of the Trust Deed delivered to JPMorgan on or before the date of this agreement is a true and up to date copy of the Trust Deed and there is no other document governing the Trust.

11.27 **Legal owner of Trust Property**

- (a) The Trustee is the sole trustee and legal owner of the Trust Property;
- (b) The Trustee will be the sole trustee and legal owner of any property it acquires as Trust Property;
- (c) No person other than the Trustee and the Trust Beneficiaries holds or is entitled to hold an interest in the Trust Property or the Trustee's Indemnity

other than under a security interest permitted pursuant to a Transaction Document; and

- (d) All the Trust Property is held by the Trustee.

11.28 No conflict

Entering the Counterparty into the Transaction Documents (by executing as a General Partner in the Partnership) does not constitute a conflict of interest or duty on the part of the Trustee or a breach of the Trust Deed.

11.29 Indemnity against Trust Property

All rights of indemnity and any equitable lien or other security interest which the Trustee now or in the future has against or over the Trust Property or against the Trust Beneficiaries:

- (a) have not been and will not be excluded, modified, waived, released, lost, diminished or rendered unenforceable, void or voidable, by any agreement, act or omission of the Trustee except as a result of any breach of trust; and
- (b) have priority over the rights of the Trust Beneficiaries.

11.30 [Intentionally omitted]

11.31 Status

- (a) The Partnership is a general partnership and is not a limited partnership as defined under the NSW Partnership Act 1892.
- (b) The Partnership has the power to own the Partnership Assets and carry on its business as it is being conducted.
- (c) The ABN of the Partnership is 43 843 920 211.

11.32 Powers and authority

The Counterparty has the power and authority to enter into and bind the Partnership to the Transaction Documents to which the Partnership is or will be a party and the transactions contemplated by those Transaction Documents.

11.33 Legal validity

Each Transaction Document to which the Counterparty is a party constitutes valid and legally binding obligations of the Partnership and is enforceable against the Partnership in accordance with its terms subject to any necessary stamping and registration requirements and laws generally affecting creditors' rights and equitable principles.

11.34 Solvency

The Partnership is solvent.

11.35 Immunity from suit

The Partnership does not, and nor do any of the Partnership Assets, enjoy immunity from suit or execution.

11.36 Benefit

The Partnership will receive reasonable commercial benefits from entering into the Transaction Documents to which the Partnership is or is to be a party and performing its obligations under those documents.

11.37 Good title

The Partnership is the sole legal and beneficial owner of the Partnership Assets and has good title to the Partnership Assets free from security interests other than any security interests permitted pursuant to the Transaction Documents.

11.38 Ownership

The Partnership Interests of each General Partner are fully paid.

11.39 Partners

The General Partners are the only partners of the Partnership.

11.40 Terms of the Partnership Agreement

Subject to any necessary stamping and registration requirements and laws generally affecting creditors' rights and equitable principles, the Partnership Agreement constitutes the legally binding, valid and enforceable obligations of each General Partner and contains all material terms of the partnership agreement between those persons.

11.41 No termination of the Partnership

- (a) The Partnership has not been terminated or dissolved and no resolution has been passed or direction given for the winding-up, dissolution or termination of the Partnership or the distribution of the Partnership Assets.
- (b) The contractual term of the Partnership Agreement shall extend beyond the date of satisfaction of all obligations of the Counterparty under the Transaction Documents.

11.42 Acknowledgement

Counterparty acknowledges that JPMorgan is entering into this Transaction in express reliance upon the above representations and warranties.

For the purposes of the above representations and the undertakings made by the Counterparty in Appendix 2 (Counterparty Undertakings) below:

“**Affiliate**” means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

“**AGAAP**” means the Australian accounting standards made under the Corporations Act and generally accepted accounting principles and practices in Australia which are not inconsistent with those standards.

“**Anti-Corruption Laws**” means all laws, rules, and regulations of any jurisdiction applicable to the Counterparty, its Affiliates and any General Partner from time to time concerning or relating to bribery or corruption.

“**Associate**” has the meaning given in section 12 of the Corporations Act.

“**Cash Account**” means any moneys from time to time deposited by the Counterparty with the Nominee or otherwise held by the Nominee for the Counterparty in accordance with the Nominee Agreement and any account or investment in which those moneys may from time to time be held.

“**Charged Shares**” means, at any time, those Shares which are subject to the Security created by the Securities and Cash Account Security Deed.

“**CHESS**” means the Clearing House Electronic Subregister System.

“**Collateral**” means, at any time, the Collateral Assets at that time which are subject to perfected security in favour of JPMorgan under the Security Documents.

“**Collateral Assets**” means, at any time, the Charged Shares and the Cash Account.

“**FATCA Deduction**” means a deduction or withholding from a payment under a Transaction Document required by FATCA.

“**FATCA Exempt Party**” means a party that is entitled to receive payments free from any FATCA Deduction.

“**FATCA FFI**” means a foreign financial institution as defined in section 1471(d)(4) of the Code which, if any party to the Transaction Documents is not a FATCA Exempt Party, could be required to make a FATCA Deduction.

“**Financial Indebtedness**” means any indebtedness for or in respect of:

- (i) moneys borrowed;
- (ii) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

- (iii) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (iv) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS be treated as balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with IFRS in force at the date of this Confirmation, have been treated as an operating lease);
- (v) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (vi) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (vii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (viii) shares which are expressed to be redeemable (other than at the option of the issuer) prior to, and including, the last Expiration Date;
- (ix) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (x) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (ix) above.

“Holding Company” means, in relation to a person, any other person in respect of which it is a Subsidiary.

“IFRS” means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

“Material Adverse Effect” means a material adverse effect on or material adverse change in:

- (i) the financial condition, assets or business of the Counterparty;
- (ii) the ability of the Counterparty to perform and comply with its obligations under any Transaction Document;

- (iii) the validity, legality or enforceability of any Transaction Document; or
- (iv) the validity, legality or enforceability of any Transaction Security or on the priority and ranking of any of that Transaction Security.

“Material Adverse Effect” means a material adverse effect on:

- (i) the ability of the Counterparty to perform its obligations under the Transaction Documents; or
- (ii) the validity or enforceability of, or the effectiveness or ranking of any Security Document or the rights or remedies of JPMorgan under any of the Transaction Documents.

“Material Non-Public Information” means any information (including, any information regarding any material adverse change or prospective material adverse change in the condition of, or any actual, pending or threatened litigation, arbitration or similar proceeding involving, the Issuer) that is not described in the Issuer's most recent annual report or subsequent public information releases to the Exchange and which, if it were made public, would be likely to have a significant effect on the price or value of the Shares (including without limitation, information which constitutes inside information as defined in Division 3 of Part 7.10 of the Corporations Act 2001) .

“Partnership” means the general partnership known as “Galipea Partnership”, ABN 43 843 920 211 as constituted by the Partnership Agreement.

“Partnership Assets” means all present and future undertakings, assets, rights and property interests purchased, acquired or held from time to time by or on behalf of the Partnership, including any undertakings, assets, rights or property interests attaching to or arising out of or otherwise in respect of the holding of an interest in a Partnership Interest, any distributions paid or payable under or in respect of a Partnership Interest, any proceeds of, or from the disposal, redemption, repurchase, cancellation or forfeiture of a Partnership Interest, or the moneys standing to the credit of any bank account of the Partnership.

“Partnership Interest” means in respect of a Partner, the rights and obligations of the Partner under the Partnership Agreement and all other interests of that Partner in the Partnership.

“Perfection Requirements” means the making of the appropriate registrations, filings or notifications of the Security Documents as specifically contemplated by any legal opinion delivered pursuant to Appendix 1 (*Conditions Precedent*), including the Permitted Registration.

“Permitted Registration” means the registration of the Security Documents under the PPSA and payment of associated fees, which registrations, filings, taxes and fees will be made and paid promptly after the date of the Security Documents.

“Relevant Individual” means any individual who is an officer, director or employee of the Counterparty (or any individual able to direct the decision-making of the Counterparty) or any individuals working on its or their behalf, who has knowledge of the transactions contemplated in the Transaction Documents.

“Sanctioned Person” means, at any time:

- (a) any person listed in any Sanctions-related list of designated persons maintained by the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of State, the United Nations Security Council, the European Union or any EU member state or the Australian government;
- (b) any person operating, organised or resident in a Sanctioned Country; or
- (c) any person under paragraph (a) or (b) above controlled by any such person.

“Sanctions” means any trade, economic or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced from time to time by:

- (a) the US government, including those administered by the Office of Foreign Assets Control of the US Department of the Treasury or the US Department of State;
- (b) the United Nations Security Council, the European Union, any member state of the European Union or Her Majesty's Treasury of the United Kingdom (each as a whole and not its individual members or, in the case of the European Union, its individual member states); or
- (c) the Commonwealth of Australia.

“Subsidiary” means a subsidiary within the meaning of Part 1.2 Division 6 of the Corporations Act 2001.

“Tax” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“Tax Deduction” means a deduction or withholding for or on account of Tax from a payment under a Transaction Document, other than a FATCA Deduction.

“Transaction Security” means any Security created or evidenced or expressed to be created or evidenced under the Security Documents.

“Trust Beneficiary” means a person who is from time to time a beneficiary of the Trust.

“Trust Property” means all the present and future undertakings, assets and rights of the Trustee as Trustee including but not limited to all real and personal property, choses in action and goodwill.

“Trustee” means the trustee of the Trust, which as of the date of this Confirmation is CBC Co Pty Limited as trustee of the Trust.

“Trustee's Indemnity” means the present and future interest of the Trustee as Trustee in respect of:

- (a) its administration of the Trust;
- (b) its right of indemnity from the Trust Property and any Trust Beneficiary; and
- (c) any equitable liens and other security interests granted to it securing any present or future interest of the Trustee in respect of the Trust, the Trust Property or the Trust Beneficiaries,

and all moneys paid or payable under or in respect of any such interest.

“US” and **“United States”** means the United States of America.

“US Tax Obligor” means a party:

- (a) that is resident for tax purposes in the US; or
- (b) some or all of whose payments under the Transaction Documents are from sources within the US for US federal income tax purposes. Counterparty undertakes promptly to inform JPMorgan if any of the above representations is or becomes untrue or incorrect.

- 12. Information and General Undertakings: The Counterparty makes each of the undertakings set out in Appendix 4 (*Counterparty Undertakings*).
- 13. Time of dealing: The time of dealing will be confirmed by JPMorgan upon written request.
- 14. Designation by JPMorgan

Notwithstanding any other provision in the Agreement to the contrary requiring or allowing JPMorgan to receive or deliver any Shares or other securities, or make or receive any payment in cash, to or from Counterparty, JPMorgan may designate any of its affiliates to receive or deliver such Shares or other securities, or make or receive such payment in cash, and otherwise to perform JPMorgan's obligations in respect of the Transaction hereunder and any such designee may assume such obligations. JPMorgan shall be discharged of its obligations to Counterparty to the extent of any such performance.

- 15. Controlling Shareholder

- (a) If:
- (i) the Counterparty or any of its Associates makes a public statement or announcement of any transaction (whether or not conditional and including, without limitation, a takeover bid or scheme of arrangement) which, if implemented, would result in either the Counterparty or any of its Associates gaining control of the Issuer within the meaning of section 50AA of the Corporations Act (such transaction, a “**Control Transaction**”); or
 - (ii) any proposal by or intention of the Counterparty or any of its Associates (whether or not conditional) to enter into a Control Transaction otherwise becomes publicly available,

JPMorgan has the right to request that the Counterparty shall within 2 Business Days of such request (the “**Prepayment Date**”) pay to JPMorgan an amount in the Settlement Currency equal to the aggregate of all Instalment Amounts which have not been paid on or prior to the Prepayment Date and for the avoidance of doubt, following such prepayment of an amount equal to the aggregate Instalment Amounts, the Transaction shall continue in accordance with its terms (save in relation to the date of payment of the Instalment Amounts).

- (b) If JPMorgan determines, in its reasonable opinion, that the gaining of control of the Issuer within the meaning of section 50AA of the Corporations Act by the Counterparty or any of its Associates pursuant to a Control Transaction is reasonably imminent or reasonably likely within the next calendar month:
 - (i) JPMorgan shall send notice by email to Counterparty advising that it has made such a determination (the “**Anticipated Control Notice**”); and
 - (ii) the issue of such Anticipated Control Notice by JPMorgan shall constitute an Additional Termination Event, Counterparty shall be the sole Affected Party and JPMorgan shall be the party entitled to designate an Early Termination Date pursuant to Section 6 of the Agreement.

16. Additional Definitions

The following terms are added to Section 14 (Definitions) of the Agreement:

“**Account Control Deed**” means the account control deed dated on or about the date of this Confirmation and entered into between the Counterparty, the Nominee and JPMorgan, as supplemented or amended from time to time.

“**AMSLA**” means the Australian Master Securities Lending Agreement (including the Schedule thereto) dated on or before the date of this Confirmation between the Counterparty and JPMorgan, as supplemented and amended from time to time, together with the master confirmation for securities loan dated on or about the date of this Confirmation supplemented by any transaction supplement to be delivered from JPMorgan to Counterparty from time to time.

“**Authorisation**” means: (i) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration; or (ii) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

“**Governmental Agency**” means any government or any governmental, semi-governmental or judicial entity or authority (including any self regulatory organisation established under statute or any stock exchange).

“**Material Undertaking**” means the undertakings in paragraphs (c), (f), (g), (h), (k) and (l) of General Undertakings of Appendix 4 (*Counterparty Undertakings*).

“**Nominee**” means NewEconomy.com.au Nominees Pty Limited, ACN 004 732 138.

“**Nominee Agreement**” means the agreement titled “Nominee Agreement” dated on or about the date of this Confirmation and entered into between the Counterparty as client and the Nominee as nominee, as supplemented or amended from time to time.

“**Non-Material Undertaking**” means any undertaking of the Counterparty pursuant Paragraph 12 (*Information and General Undertakings*) of this Confirmation other than a Material Undertaking.

“**Partnership Agreement**” means the document governing the Partnership titled “Partnership Agreement” dated 12 January 2021.

“**PPSA**” means the *Personal Property Securities Act 2009* (Cth).

“**Trust**” means the Cannon-Brookes Head Trust.

“**Trust Deed**” means the trust deed dated on or about 27 May 2004 constituting the Trust as amended or varied from time to time.

“**Securities and Cash Account Security Deed**” means the security deed dated on or about the date of this Confirmation between the Counterparty and JPMorgan under which Security is created (or expressed to be created) by the Counterparty in favour of JPMorgan over,

among other things, certain Shares and the Cash Account, as supplemented or amended from time to time.

“**Security**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“**Securities Account**” means the nominee account in the name of the Counterparty with account number 0044424355 pursuant to the Nominee Agreement.

“**Security Documents**” means (a) the Securities and Cash Account Security Deed and (b) the Account Control Deed.

“**Transaction Documents**” means the Security Documents, the AMSLA, the Nominee Agreement and this Agreement.

17. PPSA provisions

Where JPMorgan has a security interest (as defined in the PPSA) under any Transaction Document, to the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - (1) JPMorgan need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4) of the PPSA; and
 - (2) sections 142 and 143 of the PPSA are excluded;
- (b) for the purposes of section 115(7) of the PPSA, JPMorgan need not comply with sections 132 and 137(3) of the PPSA;
- (c) the Counterparty waive its right to receive from JPMorgan any notice required under the PPSA (including a notice of a verification statement);
- (d) if JPMorgan exercises a right, power or remedy, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless JPMorgan states otherwise at the time of exercise. However, this paragraph (d) does not apply to a right, power or remedy which can only be exercised under the PPSA; and
- (e) if the PPSA is amended to permit the parties to agree not to comply with or to exclude other provisions of the PPSA, JPMorgan may notify the Counterparty that any of those provisions is excluded, or that JPMorgan need not comply with any of those provisions.

This does not affect any rights a person has or would have other than by reason of the PPSA and applies despite any other provision in any Transaction Document.

18. Additional Provisions

(a) Stamp duties and Taxes

Section 4(e) is deleted and the parties agree that the Counterparty shall:

- (i) pay; and
- (ii) within three Business Days of demand, indemnify JPMorgan against any cost, expense, loss or liability that JPMorgan incurs in relation to,

all stamp duty, registration or other similar Tax payable in respect of any of the Transaction Documents.

(b) Other Indemnities

Without prejudice to Section 11 of the Agreement, the Counterparty shall, within three Business Days of demand, indemnify JPMorgan against any cost, expense, loss or liability (including legal fees) incurred by JPMorgan as a result of:

- (i) the occurrence of any Event of Default, Potential Event of Default or Termination Event;
- (ii) any enquiry, investigation, subpoena (or similar order) or litigation with respect to the Counterparty or with respect to the transactions contemplated or financed under this Agreement;
- (iii) a failure by the Counterparty to pay any amount due under the Agreement on its due date;
- (iv) funding, or making arrangements to fund, the Loan but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by JPMorgan alone); or
- (v) investigating any event which it reasonably believes is an Event of Default, Potential Event of Default or Termination Event.

(c) Costs and Expenses

- (i) Amendment and other costs

If the Counterparty requests an amendment, waiver or consent or makes or initiates a request or demand under the PPSA in connection with Transaction Documents, the Counterparty shall, within three Business Days of demand, reimburse JPMorgan for the amount of all costs and expenses (including legal fees) reasonably incurred by JPMorgan in responding to, evaluating, negotiating or complying with that request or requirement.

(ii) Enforcement costs

The Counterparty shall, within three Business Days of demand, pay to JPMorgan the amount of all costs and expenses (including legal fees) incurred by JPMorgan in connection with:

- (a) the enforcement of, or the preservation of any rights under, the Transaction Documents;
- (b) any proceedings instituted by or against JPMorgan as a consequence of taking or holding the security arrangements described in the Transaction Documents,

including but not limited to taking, holding, perfecting or enforcing Security against all or any of the Collateral Assets, any stamp, transfer, registration or other taxes or fees payable in relation to the Collateral Assets and, on a sale of the Collateral Assets, any costs associated with realising the Collateral Assets on an accelerated or block trade basis (which shall include brokerage fees charged by JPMorgan or any Affiliate for realising the Collateral Assets, provided such fees are set by reference to prevailing market conditions at the time of realising and the fees charged by JPMorgan or Affiliate for similar transactions).

(iii) Security expenses

The Counterparty shall, within three Business Days of demand, pay JPMorgan the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the administration or release of any security pursuant to the Transaction Documents.

The provisions of this clause 18(c) are without prejudice to Section 11 of the Agreement.

(d) Indemnities and Reimbursement

All indemnities and reimbursement obligations (and any other payment obligations of the Counterparty) in the Transaction Documents are continuing and survive the termination of the Transaction and repayment of the Loan.

(e) Changes to the Counterparty.

The Counterparty may not assign or transfer any of its rights or obligations under the Transaction Documents without the prior written consent of JPMorgan.

(f) Amendments

Without prejudice to Section 9(b) of the Agreement, no terms of the Transaction Documents may be amended or waived without the consent of JPMorgan and the Counterparty and any such amendment or waiver will be binding on all parties.

(g) SFTR Information Statement

Counterparty represents to JPMorgan that it has reviewed and fully understood the content of the information statement set out in Appendix 2 (Information Statement) hereto.

(h) Additional Acknowledgement and Agreements

- (i) The Counterparty acknowledges that neither JPMorgan nor any of their advisers have given any representation or warranty or other assurance to the Counterparty or any General Partner in relation to the Transaction Documents and the transactions they contemplate, including as to tax or other effects. The Counterparty has not relied on JPMorgan or any adviser or on any conduct (including any recommendation) by any of them. The Counterparty has obtained its own tax and legal advice.
- (ii) Without limiting paragraph (i) the Counterparty represents and warrants that:
 - (I) it is acting for its own account, and it has made its own independent decisions to enter into the Transaction and the Transaction Documents and as to whether the Transaction and the Transaction Documents are appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary;
 - (II) it is not relying on any communication (written or oral) of JPMorgan as investment advice or as a recommendation to enter into that Transaction and the Transaction Documents, it being understood that information and explanations related to the terms and conditions of the Transaction and the Transaction Documents will not be considered investment advice or a recommendation to enter into the Transaction and the Transaction Documents;
 - (III) no communication (written or oral) received from a JPMorgan has been relied on as or will be deemed to be an assurance or guarantee as to the expected results of the Transaction and the Transaction Documents;
 - (IV) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction and the Transaction Documents;
 - (V) it is capable of assuming, and assumes, the risks of that Transaction and the Transaction Documents;
 - (VI) JPMorgan is not acting as a fiduciary for or an adviser to it in respect of the Transaction and the Transaction Documents.

- (iii) The Code of Banking Practice does not apply to the Transaction Documents and the transactions under them.

- (i) Confidential Information

- (i) Each Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by sub-paragraph 18 (i)(ii) (*Disclosure of Confidential Information*) below or any undertaking agreed pursuant to paragraph 12 (*Information and General Undertakings*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information. To the extent that Confidential Information comprises personal information of any officer, director or employee of the Counterparty, JPMorgan agrees to hold that personal information in accordance with the Australian Privacy Principles.

- (ii) Disclosure of Confidential Information

JPMorgan may disclose:

- (i) to any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as JPMorgan shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
 - (ii) to any person:
 - (I) to (or through) whom it assigns or transfers (or may potentially assign or transfer), all or any of its rights and/or obligations under one or more Transaction Documents and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
 - (II) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to or in relation to, one or more Transaction Documents and/or the Counterparty and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
 - (III) appointed by JPMorgan or by a person to whom paragraph (ii) (I) or (II) above applies to receive communications, notices, information or documents delivered pursuant to the Transaction Documents on its behalf;

- (IV) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation (except that this paragraph does not permit disclosure of any information under section 275(4) of the PPSA unless section 275(7) applies);
- (V) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes (except that this paragraph does not permit disclosure of any information under section 275(4) of the PPSA unless section 275(7) applies);
- (VI) with the consent of the Counterparty;
- (VII) that JPMorgan determines in connection with JPMorgan enforcing (or preparing to enforce) its rights pursuant to the Transaction Documents (which, for the avoidance of doubt, may be before the occurrence of an Event of Default, a Potential Event of Default or the security pursuant to the Security Documents is enforceable); or
- (VIII) following the occurrence of an Event of Default, a Potential Event of Default or Termination Event pursuant to the Agreement.

For this purpose:

(x) “Confidential Information” means all information relating to the Counterparty or the Transaction Documents of which JPMorgan becomes aware in its capacity as, or for the purpose of becoming, a party to the Agreement from either the Counterparty or its advisers in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (i) is or becomes public information other than as a direct or indirect result of any breach by JPMorgan of Clause 17(i) (Confidential Information); or
- (ii) is identified in writing at the time of delivery as non-confidential by the Counterparty or its advisers; or
- (iii) is known by JPMorgan before the date the information is disclosed to it in accordance with paragraphs (i) or (ii) above or is lawfully obtained by JPMorgan after that date, from a source which is, as far as JPMorgan is aware,

unconnected with the Counterparty and which, in either case, as far as JPMorgan is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

- (y) “**Related Fund**” means in relation to a fund (the “**first fund**”), a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.
- (z) “**Representative**” means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

(j) Demerger

The parties acknowledge and agree that:

- (x) the demerger of the Issuer into two separate legal entities (whether by way of a scheme of arrangement or otherwise) (the “**Demerger**”) shall constitute a Potential Adjustment Event for the purpose of the Equity Definitions, provided that if (A) both such separate legal entities are listed on the Exchange, the Demerger shall not of itself constitute an Extraordinary Event or (B) one or more of such separate legal entities are not listed on the Exchange, the Demerger shall constitute a Merger Event, the date of the first public announcement of such Demerger shall be the relevant Announcement Date and the consequences of such Merger Event shall be Modified Calculation Agent Adjustment; and
- (y) without prejudice to the rights of the Calculation Agent, the Calculation Agent may determine (A) the adjustments to the terms of the Transaction to account for the effect of such Demerger (including, without limitation, amendment of the Transaction to reference a basket of underlying shares resulting from the Demerger or a split of the Transaction into two separate Transactions each referencing an issuer resulting from the Demerger) and (B) the effective date(s) of such adjustment(s).

19. QFC Stay Terms

The parties acknowledge and agree that (i) to the extent that prior to the date hereof both parties have adhered to the 2018 ISDA U.S. Resolution Stay Protocol (the “**Protocol**”), the terms of the Protocol are incorporated into and form a part of this Agreement, and for such

purposes this Agreement shall be deemed a Protocol Covered Agreement, the J.P. Morgan entity that is a party to this Agreement (“**JPMorgan**”) shall be deemed a Regulated Entity and the other entity that is a party to this Agreement (“**Counterparty**”) shall be deemed an Adhering Party; (ii) to the extent that prior to the date hereof the parties have executed a separate agreement the effect of which is to amend the qualified financial contracts between them to conform with the requirements of the QFC Stay Rules (the “**Bilateral Agreement**”), the terms of the Bilateral Agreement are incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a Covered Agreement, JPMorgan shall be deemed a Covered Entity and Counterparty shall be deemed a Counterparty Entity; or (iii) if clause (i) and clause (ii) do not apply, the terms of Section 1 and Section 2 and the related defined terms (together, the “**Bilateral Terms**”) of the form of bilateral template entitled “Full-Length Omnibus (for use between U.S. G-SIBs and Corporate Groups)” published by ISDA on November 2, 2018 (currently available on the 2018 ISDA U.S. Resolution Stay Protocol page at www.isda.org and, a copy of which is available upon request), the effect of which is to amend the qualified financial contracts between the parties thereto to conform with the requirements of the QFC Stay Rules, are hereby incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a “Covered Agreement,” JPMorgan shall be deemed a “Covered Entity” and Counterparty shall be deemed a “Counterparty Entity.” In the event that, after the date of this Agreement, both parties hereto become adhering parties to the Protocol, the terms of the Protocol will replace the terms of this paragraph. In the event of any inconsistencies between this Agreement and the terms of the Protocol, the Bilateral Agreement or the Bilateral Terms (each, the “**QFC Stay Terms**”), as applicable, the QFC Stay Terms will govern. Terms used in this paragraph without definition shall have the meanings assigned to them under the QFC Stay Rules. For purposes of this paragraph, references to “this Agreement” include any related credit enhancements entered into between the parties or provided by one to the other. In addition, the parties agree that the terms of this paragraph shall be incorporated into any related covered affiliate credit enhancements, with all references to JPMorgan replaced by references to the covered affiliate support provider.

“**QFC Stay Rules**” means the regulations codified at 12 C.F.R. 252.2, 252.81–8, 12 C.F.R. 382.1-7 and 12 C.F.R. 47.1-8, which, subject to limited exceptions, require an express recognition of the stay-and-transfer powers of the FDIC under the Federal Deposit Insurance Act and the Orderly Liquidation Authority under Title II of the Dodd Frank Wall Street Reform and Consumer Protection Act and the override of default rights related directly or indirectly to the entry of an affiliate into certain insolvency proceedings and any restrictions on the transfer of any covered affiliate credit enhancements.

20. Limitation of liability

- (a) CBC Co Pty Limited ("**Trustee**") enters into and performs the Transaction Documents and the transactions it contemplates only as trustee of the Trust, except
-

where expressly stated otherwise. This applies also in respect of any past and future conduct (including omissions) relating to the Transaction Documents or those transactions.

(b) Under and in connection with the Transaction Documents and those transactions and conduct:

(i) Trustee's liability (other than any liability arising from the Trustee's gross negligence, wilful default and/or fraud) is limited to the extent it can be satisfied out of the assets of the Trust. Trustee need not pay any such liability out of other assets;

(ii) another party may only do the following with respect to Trustee (but any resulting liability remains subject to the limitations in this clause):

(A) prove and participate in, and otherwise benefit from, any form of insolvency administration of Trustee but only with respect to Trust assets;

(B) exercise rights and remedies with respect to Trust assets, including set-off;

(C) enforce its security (if any) and exercise contractual rights; and

(D) bring any other proceedings against Trustee, seeking relief or orders that are not inconsistent with the limitations in this clause

and may not:

(E) bring other proceedings against Trustee;

(F) take any steps to have Trustee placed into any form of insolvency administration (but this does not prevent the appointment of a receiver, or a receiver and manager, in respect of Trust assets); or

(G) seek by any means (including set-off) to have a liability of Trustee to that party (other than any liability arising from the Trustee's gross negligence, wilful default and/or fraud) satisfied out of any assets of Trustee other than Trust assets.

(c) Paragraphs (a) and (b) apply despite any other provision in the Transaction Documents but do not apply with respect to any liability of the Trustee to another party:

(i) to the extent that Trustee has no right or power to have Trust assets applied towards satisfaction of that liability, or its right or power to do so is subject to a deduction, reduction, limit or requirement to make good, in either case

because Trustee's behaviour was beyond power or improper in relation to the Trust (including due to Trustee's gross negligence, wilful default and/or fraud); or

(ii) under any provision which expressly binds Trustee other than as trustee of the Trust (whether or not it also binds it as trustee of the Trust).

(d) The limitation in paragraph (b)(i) is to be disregarded for the purposes (but only for the purposes) of the rights and remedies described in paragraph (b)(ii), and interpreting the Transaction Documents and any security for it, including determining the following:

(i) whether amounts are to be regarded as payable (and for this purpose damages or other amounts will be regarded as payable if they would have been owed had a suit or action barred under paragraph (b)(ii) been brought);

(ii) the calculation of amounts owing; or

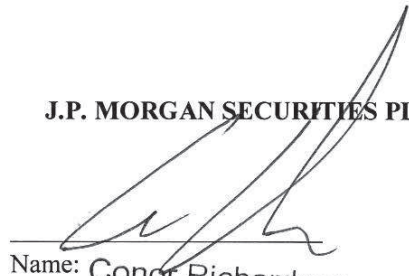
(iii) whether a breach or default has occurred,

but any resulting liability will be subject to the limitations in this clause.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation.

Yours sincerely,

J.P. MORGAN SECURITIES PLC

By: 

Name: Conor Richardson
Title: Managing Director

Counterparty

Signed for and on behalf of the **GALIPEA PARTNERSHIP** by its general partners:

Executed by **CBC CO PTY LIMITED** in
its capacity as trustee for **CANNON-
BROOKES HEAD TRUST (as partner
under the Galipea Partnership)** in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by authority of
its director:



Signature of Michael Alexander
Cannon-Brookes who states that he
is the sole director and sole company
secretary of **CBC CO PTY
LIMITED** as trustee for **CANNON-
BROOKES HEAD TRUST (as
partner under the Galipea
Partnership)**

Executed by **FERONIELLA PTY
LIMITED (as partner under the Galipea
Partnership)** in accordance with section
127(1) of the *Corporations Act 2001* (Cth)
by authority of its director and company
secretary:

C. E. Manuel

Signature of director

CATHERINE MANUEL

Name of director (block letters)

Kevin Chiu

Signature of company secretary

KEVIN CHIU

Name of company secretary (block
letters)

CATHERINE MANUEL

APPENDIX 1 – CONDITIONS PRECEDENT

1. A verification certificate confirming that the Counterparty is solvent and that entering into this Transaction would not cause any borrowing or similar limit binding on the Partnership) to be exceeded and that it is not prevented by Chapter 2E of the Corporations Act 2001 from entering into and performing any Transaction Document, dated no earlier than the date of this Confirmation and with complete and up-to-date copies of the following documents attached to the certificate:
 - (a) constitutional documents of each General Partner and a copy of the Trust Deed and the Partnership Agreement;
 - (b) a resolution of each General Partner (including in the case of the Trustee in its capacity as Trustee of the Trust and including resolutions of the Galipea Partnership):
 - (I) approving the terms of, and the transactions contemplated by, the Transaction Documents, resolving that it execute, deliver and perform each of the Transaction Documents; and
 - (III) authorising a specified person or persons, on its behalf, as authorised signatory to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Transaction Documents;
 - (c) a specimen signature of each person authorised by the resolution referred to in (b) above; and
 - (d) resolutions of the partners of the Galipea Partnership resolving to enter into such partnership..
2. Executed copies of each of the Transaction Documents
3. A copy of any other Authorisation or other document, opinion or assurance which JPMorgan considers to be necessary or desirable (if it has notified the Counterparty accordingly) in connection with the entry into and performance of the transactions contemplated by the Transaction Documents or for the validity and enforceability of any of the Transaction Documents.
4. Appointer deed poll.

APPENDIX 2

Information Statement

This information statement is provided by JPMorgan to the Counterparty for information purposes only. It does not amend or supersede the express terms of any Transaction Document or any rights or obligations you may have under applicable law, create any rights or obligations, or otherwise affect your or our liabilities and obligations.

This information statement has been prepared to comply with Article 15 of the Securities Financing Transactions Regulation by informing you of the general risks and consequences that may be involved in consenting to a right of use of collateral on concluding a title transfer collateral arrangement ("**Re-use Risks and Consequences**"). The information required to be provided to you pursuant to Article 15 of the Securities Financing Transactions Regulation relates only to Re-use Risks and Consequences, and so this information statement does not address any other risks or consequences that may arise as a result of your particular circumstances or as a result of the terms of any Transaction Document.

This information statement is provided without prejudice to the "Non-Reliance" provision under paragraph 10 of this Confirmation and is not intended to be, and should not be relied upon as, legal, financial, tax, accounting or other advice. Unless otherwise expressly agreed in writing, we are not providing you with any such legal, financial, tax, accounting or other advice and you should consult your own advisors for advice on consenting to a right of use of collateral on concluding a title transfer collateral arrangement, including the impact on your business and the requirements of, and results of, entering into any Transaction Document.

In this information statement:

- (a) "**we**", "**our**" and "**us**" refer to JPMorgan (or, where we are acting on behalf of another person, including where that person is an affiliate, that person);
- (b) "**you**" and "**your**" refer to the Counterparty;
- (c) "**right of use**" means any right we have to use, in our own name and on our own account or the account of another counterparty, financial instruments received by us by way of collateral under a title transfer collateral arrangement between you and us;
- (d) "**Securities Financing Transactions Regulation**" means Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency

of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 (as amended from time to time); and

- (e) **"financial instruments"** has the meaning given to that term in the Securities Financing Transactions Regulation.

If we exercise a right of use in relation to any financial instruments that you have provided to us by way of collateral under a title transfer collateral arrangement, we draw your attention to the following Re-use Risks and Consequences:

- (i) your rights, including any proprietary rights that you may have had, in those financial instruments will be replaced by an unsecured contractual claim for delivery of equivalent financial instruments subject to the terms of the Transaction Documents;
- (ii) those financial instruments will not be held by us in accordance with client asset rules, and, if they had benefited from any client asset protection rights, those protection rights will not apply (for example, the financial instruments will not be segregated from our assets and will not be held subject to a trust);
- (iii) in the event of our insolvency or default under the Transaction Documents your claim against us for delivery of equivalent financial instruments will not be secured and will be subject to the terms of the Transaction Documents and applicable law and, accordingly, you may not receive such equivalent financial instruments or recover the full value of the financial instruments (although your exposure may be reduced to the extent that you have liabilities to us which can be set off or netted against or discharged by reference to our obligation to deliver equivalent financial instruments to you);
- (iv) in the event that a resolution authority exercises its powers under any relevant resolution regime in relation to us any rights you may have to take any action against us, such as to terminate a Transaction Document, may be subject to a stay by the relevant resolution authority and:
 - (A) your claim for delivery of equivalent financial instruments may be reduced (in part or in full) or converted into equity; or
 - (B) a transfer of assets or liabilities may result in your claim on us, or our claim on you, being transferred to different entities,

although you may be protected to the extent that the exercise of resolution powers is restricted by the availability of set-off or netting rights;

- (v) as a result of your ceasing to have a proprietary interest in those financial instruments you will not be entitled to exercise any voting, consent or similar rights attached to the financial instruments, and even if we have agreed to exercise voting, consent or similar rights attached to any equivalent financial instruments in accordance with your instructions or any Transaction Document entitles you to notify us that the equivalent financial instruments to be delivered by us to you should reflect your instructions with respect to the subject matter of such vote, consent or exercise of rights, in the event that we do not hold and are not able to readily obtain equivalent financial instruments, we may not be able to comply (subject to any other solution that may have been agreed between you and us);
- (vi) in the event that we are not able to readily obtain equivalent financial instruments to deliver to you at the time required: you may be unable to fulfil your settlement obligations under a hedging or other transaction you have entered into in relation to those financial instruments; a counterparty, exchange or other person may exercise a right to buy-in the relevant financial instruments; and you may be unable to exercise rights or take other action in relation to those financial instruments;
- (vii) subject to any express agreement between you and us, we will have no obligation to inform you of any corporate events or actions in relation to those financial instruments;
- (viii) you will not be entitled to receive any dividends, coupon or other payments, interests or rights (including securities or property accruing or offered at any time) payable in relation to those financial instruments, although the express written terms of the Transaction Documents may provide for you to receive or be credited with a payment by reference to such dividend, coupon or other payment (a "**manufactured payment**");
- (ix) our exercise of a right of use in respect of any financial collateral provided to us by you and the delivery by us to you of equivalent financial instruments may give rise to tax consequences that differ from the tax consequences that would have otherwise applied in relation to the holding by you or by us for your account of those financial instruments; and
- (x) where you receive or are credited with a manufactured payment, your tax treatment may differ from your tax treatment in respect of the original dividend, coupon or other payment in relation to those financial instruments.

Copyright © 2016 by the International Swaps and Derivatives Association, Inc., the Association for Financial Markets in Europe, the Futures Industry Association, Inc., the International Capital Market Association, the International Securities Lending Association and SIFMA. Neither the International Swaps and Derivatives Association, Inc., the Association for Financial Markets in Europe, the Futures Industry Association, Inc., the International Capital Market Association and the International Securities Lending Association nor SIFMA, has reviewed or endorsed any modifications that may have been made to this document.

APPENDIX 3

FORM OF HEDGING NOTICE

To: GALIPEA PARTNERSHIP (ABN 43 843 920 211) by its general partners CBC Co Pty Limited (ACN 108 337 104) as trustee for Cannon-Brookes Head Trust and Feroniella Pty Limited
From: J.P. Morgan Securities Plc
Subject: Loan and Equity Collar Transaction – Execution Pricing
Date: [●]

The purpose of this Hedging Notice is to notify you of certain of the terms and conditions of the Transaction entered into between J.P. Morgan Securities Plc (“**JPMorgan**”) and the Galipea Partnership (“**Counterparty**”) (together, the “**Contracting Parties**”) on the Trade Date specified below.

The definitions and provisions contained in the Confirmation specified below are incorporated into this Hedging Notice. In the event of any inconsistency between those definitions and provisions and this Hedging Notice, this Hedging Notice will govern.

1, This Hedging Notice supplements, forms part of, and is subject to the Confirmation dated as of [●] (the “**Confirmation**”) between the Contracting Parties, as amended and supplemented from time to time. All provisions contained in the Confirmation govern this Hedging Notice except as expressly modified below.

2. The Confirmation specified a method or formula for determining the amounts, dates or numbers below. The actual amounts, dates or numbers are as follows:

Initial Reference Price: [●]

Number of Initial Delta Shares in respect of the First Initial Settlement Date: [●]

[Number of Initial Delta Shares in respect of the Second Initial Settlement Date: [●]]

Number of Tranches: [●]

Total Number of Shares: [●]

Initial Loan Percentage: [●]%

Annex A to the Hedging Notice

TRANCHE TERMS

Tranche	Number of Call Options per Tranche	Number of Put Options per Tranche	Expiration Date
1			

APPENDIX 4 – COUNTERPARTY UNDERTAKINGS

INFORMATION UNDERTAKINGS

Each of the below undertakings shall remain in force from the date of this Confirmation up to, and including, the last Expiration Date.

(a) **Information: miscellaneous**

The Counterparty shall supply to JPMorgan:

- (i) all documents dispatched by the Counterparty to any General Partner, shareholders or its creditors generally at the same time as they are dispatched;
- (ii) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Counterparty, or any General Partner, and which might, if adversely determined, have a Material Adverse Effect;
- (iii) promptly upon becoming aware of them, the details of:
 - (A) any breach, alleged breach or potential breach by the Counterparty or any General Partner of any law, regulation, stock exchange rule or Securities Laws applicable to the Shares;
 - (B) any requirement that the Counterparty, any General Partner, the Issuer or any other person must make a notification to any stock exchange,

regulatory authority or similar body or to any other person in connection with the Shares; and

- (C) any clearance to deal being required under the Securities Laws or any other similar law or regulation or applicable governance policies by the Counterparty or any General Partner,

in each case as a result of entry into or the performance of any rights or obligations pursuant to the Transaction Documents;

- (iv) promptly such further information regarding the Collateral Assets, the Nominee Agreement or the financial condition, business and operations of the Counterparty as JPMorgan may reasonably request; and

- (v) in respect of:

(A) the Trustee only, copies of all documents issued by it to the Trust Beneficiaries at the same time as their issue; and

(B) the Galipea Partnership only, copies of all the documents issued to the partners,

which would have a Material Adverse Effect.

(b) Notification of default

- (i) The Counterparty shall notify JPMorgan of any Potential Event of Default, Event of Default or Termination Event that has occurred in respect of which Counterparty is the Defaulting Party or in respect of which Counterparty is the Affected Party (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- (ii) Promptly upon a reasonable request by JPMorgan, the Counterparty shall supply to JPMorgan a certificate signed by two of its directors or senior officers (or if there is only one director, that director) on its behalf certifying that no Potential Event of Default, Event of Default or Termination Event is continuing (or if a Potential Event of Default, Event of Default or Termination Event is continuing, specifying the Potential Event of Default, Event of Default or Termination Event and the steps, if any, being taken to remedy it).

(c) Provision of Material Non-Public Information

- (i) The Counterparty shall not provide JPMorgan with any Material Non-Public Information in any document or notice required to be delivered pursuant to the Transaction Documents or in any communication in connection with the

Transaction Documents (each a “**Communication**”) without (i) first notifying JPMorgan in writing that the Communication that the Counterparty is about to deliver contains Material Non Public Information, and (ii) JPMorgan having given written confirmation that it wishes to receive such information and instructing the Counterparty to whom such information shall be delivered.

- (ii) If JPMorgan has refused to receive such Material Non-Public Information, the Counterparty shall only deliver the Communication to the extent that it does not contain Material Non-Public Information, in which event the Counterparty shall not be deemed to have breached paragraph (i) above. Absent such notification from the Counterparty, the Counterparty shall be deemed to have represented that such Communication contains no such Material Non-Public Information.
- (iii) The Counterparty irrevocably authorises and consents to JPMorgan (together with any person acting on JPMorgan’s behalf) disclosing to any person any Material Non-Public Information that JPMorgan considers (x) necessary or desirable for the purposes of or in connection with the entry into and performance of any rights or obligations pursuant to the Transaction Documents or (y) as required by (A) applicable law or (B) guidance issued by any governmental or regulatory authority (including without limitation, the Australian Securities and Investments Authority or the Australian Takeovers Panel).

(d) **"Know your customer" checks**

If:

- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Confirmation;
- (ii) any change in the status of the Counterparty after the date of this Confirmation;
- (iii) any change in the shareholders of the Counterparty after the date of this Confirmation; or
- (v) a proposed assignment or transfer by JPMorgan of any of its rights and obligations under this Agreement,

obliges JPMorgan (or, in the case of paragraph (v) above, any prospective assignee or transferee) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Counterparty shall promptly upon the request of JPMorgan supply, or procure the supply of, such documentation and other evidence as is reasonably requested by JPMorgan (for itself or, in the case of the event described in paragraph (v) above, on behalf of any prospective assignee or transferee) in order for JPMorgan or, in the case of the event described in paragraph (v)

above, any prospective assignee or transferee to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Transaction Documents.

GENERAL UNDERTAKINGS

Each of the below undertakings shall remain in force from the date of this Confirmation up to, and including, the last Expiration Date.

(a) **Authorisations**

The Counterparty shall promptly:

- (i) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (ii) supply certified copies to JPMorgan of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to:

- (A) enable it to perform its obligations under the Transaction Documents;
- (B) subject, in the case of the Security Documents, to the Perfection requirements, ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Transaction Document; or
- (C) required for it to carry on its business.

(b) **Compliance with laws**

- (i) The Counterparty shall comply in all respects with all laws, including but not limited to those in respect of market abuse and market manipulation, to which it may be subject in respect of any Shares and the performance of its obligations under the Transaction Documents and otherwise to the extent that failure to so comply would impair the ability of JPMorgan to hold, acquire or dispose of any Shares or Security over the Shares or to enforce any rights pursuant to (or expressed to be created by) any of the Transaction Documents.
- (ii) None of the Counterparty, its Associates or any Relevant Individual shall take any action that would, as a result of the entry into or performance of any rights or obligations pursuant to the Transaction Documents, result in (I) any breach by the Counterparty, any of its Associates, any Relevant Individual or the Issuer of the Securities Laws or any other similar law or regulation, or (II) any breach of any clearance to deal or any clearance to deal being required under the Securities Laws or any other similar law or

regulation or applicable governance policy by the Counterparty, any of its Associates, any Relevant Individual or any person in accordance with whose instructions the Counterparty is accustomed or obliged to act.

- (iii) The Counterparty shall, on request of JPMorgan, take all commercially reasonable steps to procure that the Issuer will publish an announcement on the Exchange in accordance with the Securities Laws (or the Exchange otherwise publishes against the Issuer's name) in respect of any Material Non-public Information and/or "inside information" (as defined in Division 3 of Part 7.10 of the Corporations Act 2001) about the Issuer, a shareholder or officer of the Issuer or the Shares or their derivatives which is received by JPMorgan and arises in connection with the Transaction Documents; provided that failure to do so will not affect any other rights of JPMorgan under the Transaction Documents.

(c) **Financings**

Neither the Counterparty nor any of its Affiliates nor any General Partner shall, prior to the final Expiration Date, enter into any Equity Financing or pledge any Shares (other than pursuant to the Transaction Documents):

- (i) on economic terms more favourable to any other party than the terms available to JPMorgan under this Confirmation; and
- (ii) without first offering to JPMorgan the right to elect to provide all or any part of any proposed additional financing on substantially the same terms as those being offered by the other lender, provided that JPMorgan shall be deemed to have not accepted such offer if it fails to respond within 10 Business Days of notification by the Counterparty,

provided that this paragraph shall not require or prevent the Counterparty or any of its Affiliates or General Partners from doing anything that would cause JPMorgan to obtain a relevant interest in any Shares as a result of this clause.

For the purposes of this paragraph (c), "**Equity Financing**" means any margin loan, equity derivative, exchangeable or convertible debt, stock loan, repo or other similar equity-related financing, hedging or monetisation transaction (or any combination of such transactions) or any other Financial Indebtedness or other derivative transaction in respect of, or relating to, any Shares.

(d) **Merger**

The Counterparty shall not enter into any amalgamation, demerger, merger, corporate reconstruction, joint venture, new partnership, or any other similar venture.

(e) **Change of business**

The Counterparty shall procure that no substantial change is made to the general nature of its business carried on at the date of this Confirmation.

(f) **Security and ranking**

- (i) The Counterparty shall ensure that without limiting paragraph (i)(A) above, its payment obligations under the Transaction Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to partnerships generally.
- (ii) The Counterparty shall ensure that it remains the owner of the Collateral Assets and not do or permit the doing of anything which would or would be likely to prejudice the validity, enforceability or priority of any of the Security created pursuant to the Security Documents or give any person a right to or interest in the Collateral Assets or any amount deposited with the Nominee to be held as part of the Cash Account which could compete with JPMorgan's rights under any Transaction Document.

(g) **Assets**

- (i) The Counterparty shall ensure that:
 - (A) the Charged Shares and any Shares transferred to JPMorgan pursuant to the Transaction Documents are fully paid and no moneys or liabilities are outstanding or payable in respect of any of them;
 - (B) all calls, subscription moneys and other moneys payable on or in respect of any of the Charged Shares and any Shares transferred to JPMorgan pursuant to the Transaction Documents are promptly paid and JPMorgan and its nominees are indemnified against any cost, liabilities or expenses which it or they may suffer or incur as a result of any failure by the Counterparty to pay the same;
 - (C) all necessary disclosures (including by any General Partner) in respect of the acquisition or holding of any interests in the Shares are made in accordance with any applicable law and/or regulation;
 - (D) all the cash, securities and other assets held by it as legal or beneficial owner shall be situated in, and any person in which it holds any equity, debt or other interest as legal or beneficial owner and any other person with which it has a contractual or other relationship or arrangement with, shall be incorporated and situated in, Australia; and
 - (E) at any time, the sum of (x) the number of Charged Shares and (y) the "Number of Shares" (as defined in the TRS Confirmation) is equal to or greater than the Total Number of Shares at such time.

(h) **Sanctions, Anti-Corruption Laws and Money Laundering Laws**

- (i) The Counterparty will maintain in effect and enforce policies and procedures designed to ensure compliance by the Counterparty, its Affiliates and their respective directors, officers, employees and agents with Anti-Corruption Laws, Money Laundering Laws and applicable Sanctions.
- (ii) The Counterparty will not request the drawdown of the Loan or directly or indirectly use the proceeds of the Transaction, and the Counterparty shall not use, and shall procure that its Affiliates and their respective directors, officers, employees and agents shall not use, the proceeds of the Loan or directly or indirectly use the proceeds of the Transaction:
 - (A) in furtherance of an offer, payment, promise to pay, or authorisation of the payment or giving of money, or anything else of value, to any person in violation of any Anti-Corruption Laws or Money Laundering Laws;
 - (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person or in any Sanctioned Country; or
 - (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.
- (iii) The provisions of paragraph (i) and (ii) above shall not apply to the extent (and only to the extent) it would expose JPMorgan or any director, officer or employee of JPMorgan to any liability under EU Regulation (EC) 2271/96 or any similar anti-boycott law or regulation.

For the purposes of this paragraph (h), “**Money Laundering Laws**” means all applicable financial record-keeping and reporting requirements and money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency.

(i) **Centre of main interests**

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the “**Regulation**”), the Counterparty agrees that its centre of main interest (as that term is used in Article 3(1) of the Regulation) is and will be situated in the jurisdiction of incorporation of the Counterparty and it has and will have no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

(j) **Taxation**

- (i) The Counterparty shall duly and punctually pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties (except to the extent that (A) such payment is being contested in good faith, (B) adequate reserves are being maintained for those Taxes and the costs required to contest them, and (C) such payment can be lawfully withheld).
- (ii) The Counterparty may not change its residence for Tax purposes.

(k) **Trust**

The Trustee:

- (a) must not, without the prior written consent of JPMorgan:
 - (i) resign as Trustee or cause or permit any other person to become an additional Trustee;
 - (ii) unless required by law, amend, vary, add to or remove any term of the Trust Deed in a manner which would have a Material Adverse Effect;
 - (iii) acquire any Trust Property other than in the name of the Trustee or resettle any Trust Property;
 - (iv) make or permit any distribution of the Trust's capital in a manner which would have a Material Adverse Effect;
 - (v) do, or fail to do, anything in breach of the terms of the Trust Deed or which would enable or cause its removal as Trustee or otherwise disqualify it from holding Trust Property;
 - (vi) exercise any power to change the vesting date of the Trust or allow the early determination of the Trust; or
 - (vii) do anything which detrimentally affects the Trustee's Indemnity;
 - (viii) dissolve or wind up the Trust or take any action to do so; and
- (b) must ensure that:
 - (i) its lien over the Trust Property has priority over the rights of the Trust Beneficiaries;
 - (ii) there is no restriction or limitation on, or any derogation from the Trustee's Indemnity or its rights of subrogation, regardless of whether the right arises under the Trust Deed;

- (iii) it exercises its powers under the Trust Deed and the Trustee's Indemnity in a manner which is consistent with its obligations under the Finance Documents and which does not prejudice the rights of the Finance Parties under the Finance Documents.
 - (c) confirms that the ABN of the Trust is 59 100 394 562.
- (l) **Partnership matters**
- (a) The Counterparty must comply at all times with the terms of the Partnership Agreement.
 - (b) The Counterparty may not, without the prior written consent of JPMorgan:
 - (i) amend or vary, or agree to amend or vary (by conduct or otherwise) any provision of the Partnership Agreement or waive any of its rights under the Partnership Agreement in a manner which would have a Material Adverse Effect;
 - (ii) enter into any agreement or arrangement inconsistent with the Partnership Agreement, in any way which would adversely affect the interest of JPMorgan under the Transaction Documents;
 - (iii) terminate, repudiate, rescind or revoke the Partnership Agreement;
 - (iv) (ii) take (or fail to take) any action which could result in the termination of the Partnership Agreement or the dissolution, winding up or deregistration of the Partnership; or
 - (v) (iii) assign or novate its interest in the Partnership Agreement or consent to or permit another party to the Partnership Agreement to assign, novate or grant any security interest over the Partnership Agreement.
 - (c) The Counterparty must notify JPMorgan of any breach of the Partnership Agreement, as soon as reasonably practicable after it has become aware of the same where such breach (if not remedied) would result in the termination of the Partnership Agreement or the dissolution, winding up or deregistration of the Partnership or is would adversely affect the interest of JPMorgan under the Transaction Documents.
 - (d) The Counterparty must procure that JPMorgan is provided with a certified copy of any document amending the Partnership Agreement promptly after it has been executed.

HEDGING NOTICE

To: GALIPEA PARTNERSHIP (ABN 43 843 920 211) by its general partners CBC Co Pty Limited (ACN 108 337 104) as trustee for Cannon-Brookes Head Trust and Feroniella Pty Limited
From: J.P. Morgan Securities Plc
Subject: Loan and Equity Collar Transaction – Execution Pricing
Date: 17 May 2022

The purpose of this Hedging Notice is to notify you of certain of the terms and conditions of the Transaction entered into between J.P. Morgan Securities Plc (“**JPMorgan**”) and the Galipea Partnership (“**Counterparty**”) (together, the “**Contracting Parties**”) on the Trade Date specified below.

The definitions and provisions contained in the Confirmation specified below are incorporated into this Hedging Notice. In the event of any inconsistency between those definitions and provisions and this Hedging Notice, this Hedging Notice will govern.

1. This Hedging Notice supplements, forms part of, and is subject to the Confirmation dated as of 2 May 2022 (the “**Confirmation**”) between the Contracting Parties, as amended and supplemented from time to time. All provisions contained in the Confirmation govern this Hedging Notice except as expressly modified below. This Hedging Notice prevails over any previous Hedging Notice to the extent of any inconsistency.

2. The Confirmation specified a method or formula for determining the amounts, dates or numbers below. The actual amounts, dates or numbers are as follows:

Initial Reference Price:	8.62
Total Number of Shares as specified on the Hedging Notice dated 2 May 2022:	67,274,723
Number of Shares subject to unwind:	59,157,171
Total Number of Shares:	8,117,552
Number of Tranches:	106
Initial Loan Percentage:	89.47%

Annex A to the Hedging Notice

TRANCHE TERMS

Tranche	# of Call Options per Tranche	# of Put Options per Tranche	Expiration Date
1	76,580	76,580	5-Nov-2024
2	76,580	76,580	7-Nov-2024
3	76,580	76,580	12-Nov-2024
4	76,580	76,580	14-Nov-2024
5	76,580	76,580	19-Nov-2024
6	76,580	76,580	21-Nov-2024
7	76,580	76,580	26-Nov-2024
8	76,580	76,580	28-Nov-2024
9	76,580	76,580	3-Dec-2024
10	76,580	76,580	5-Dec-2024
11	76,580	76,580	10-Dec-2024
12	76,580	76,580	12-Dec-2024
13	76,580	76,580	17-Dec-2024
14	76,580	76,580	19-Dec-2024
15	76,580	76,580	24-Dec-2024
16	76,580	76,580	27-Dec-2024
17	76,580	76,580	31-Dec-2024
18	76,580	76,580	2-Jan-2025
19	76,580	76,580	7-Jan-2025
20	76,580	76,580	9-Jan-2025
21	76,580	76,580	14-Jan-2025
22	76,580	76,580	16-Jan-2025
23	76,580	76,580	21-Jan-2025
24	76,580	76,580	23-Jan-2025
25	76,580	76,580	28-Jan-2025
26	76,580	76,580	30-Jan-2025
27	76,580	76,580	4-Feb-2025
28	76,580	76,580	6-Feb-2025
29	76,580	76,580	11-Feb-2025
30	76,580	76,580	13-Feb-2025
31	76,580	76,580	18-Feb-2025
32	76,580	76,580	20-Feb-2025
33	76,580	76,580	25-Feb-2025
34	76,580	76,580	27-Feb-2025
35	76,580	76,580	4-Mar-2025
36	76,580	76,580	6-Mar-2025
37	76,580	76,580	11-Mar-2025
38	76,580	76,580	13-Mar-2025

39	76,580	76,580	18-Mar-2025
40	76,580	76,580	20-Mar-2025
41	76,580	76,580	25-Mar-2025
42	76,580	76,580	27-Mar-2025
43	76,580	76,580	1-Apr-2025
44	76,580	76,580	3-Apr-2025
45	76,580	76,580	8-Apr-2025
46	76,580	76,580	10-Apr-2025
47	76,580	76,580	15-Apr-2025
48	76,580	76,580	17-Apr-2025
49	76,580	76,580	22-Apr-2025
50	76,580	76,580	24-Apr-2025
51	76,580	76,580	29-Apr-2025
52	76,580	76,580	1-May-2025
53	76,580	76,580	6-May-2025
54	76,580	76,580	8-May-2025
55	76,580	76,580	13-May-2025
56	76,580	76,580	15-May-2025
57	76,580	76,580	20-May-2025
58	76,580	76,580	22-May-2025
59	76,580	76,580	27-May-2025
60	76,580	76,580	29-May-2025
61	76,580	76,580	3-Jun-2025
62	76,580	76,580	5-Jun-2025
63	76,580	76,580	10-Jun-2025
64	76,580	76,580	12-Jun-2025
65	76,580	76,580	17-Jun-2025
66	76,580	76,580	19-Jun-2025
67	76,580	76,580	24-Jun-2025
68	76,580	76,580	26-Jun-2025
69	76,580	76,580	1-Jul-2025
70	76,580	76,580	3-Jul-2025
71	76,580	76,580	8-Jul-2025
72	76,580	76,580	10-Jul-2025
73	76,580	76,580	15-Jul-2025
74	76,580	76,580	17-Jul-2025
75	76,580	76,580	22-Jul-2025
76	76,580	76,580	24-Jul-2025
77	76,580	76,580	29-Jul-2025
78	76,580	76,580	31-Jul-2025
79	76,580	76,580	5-Aug-2025
80	76,580	76,580	7-Aug-2025
81	76,580	76,580	12-Aug-2025

82	76,580	76,580	14-Aug-2025
83	76,580	76,580	19-Aug-2025
84	76,580	76,580	21-Aug-2025
85	76,580	76,580	26-Aug-2025
86	76,580	76,580	28-Aug-2025
87	76,580	76,580	2-Sep-2025
88	76,580	76,580	4-Sep-2025
89	76,580	76,580	9-Sep-2025
90	76,580	76,580	11-Sep-2025
91	76,580	76,580	16-Sep-2025
92	76,580	76,580	18-Sep-2025
93	76,580	76,580	23-Sep-2025
94	76,580	76,580	25-Sep-2025
95	76,580	76,580	30-Sep-2025
96	76,580	76,580	2-Oct-2025
97	76,580	76,580	7-Oct-2025
98	76,580	76,580	9-Oct-2025
99	76,580	76,580	14-Oct-2025
100	76,580	76,580	16-Oct-2025
101	76,580	76,580	21-Oct-2025
102	76,580	76,580	23-Oct-2025
103	76,580	76,580	28-Oct-2025
104	76,580	76,580	30-Oct-2025
105	76,580	76,580	4-Nov-2025
106	76,652	76,652	6-Nov-2025



Australian Securities Lending Association Limited

(ACN 054 944 482)
Level 18, 20 Bond Street
Sydney NSW 2000
Tel: (02) 9220 1413
Fax: (02) 9220 1379

AUSTRALIAN MASTER SECURITIES LENDING AGREEMENT *

(Version: November 2003)

dated as of: 2 May 2022

Between: (1) (Name of Company) **J.P. Morgan Securities plc (JPMorgan)**

(ACN or ARBN (as applicable)) ARBN 622 981 686

a company incorporated under the laws of England and Wales

of (Business address) 25 Bank Street
Canary Wharf
London E14 5JP
UK

And: (2) (Name of Company) Galipea Partnership (by its general partners CBC Co Pty Limited ACN 108 337 104 in its capacity as trustee for the Cannon-Brookes Head Trust ABN 59 100 394 562 and Feroniella Pty Limited ACN 647 086 628 (each a **General Partner**)) (the **Counterparty**)

(ACN or ARBN (as applicable)) ABN 43 843 920 211

a partnership established under the laws of New South Wales

of (Business address) Level 6
341 George Street
Sydney NSW 2000
Australia

* The original (Version: 4 April 1997) version of this agreement was adapted from the ISLA Overseas Securities Lender's Agreement (Version: December 1995, as amended by 1996 UK Tax Addendum), prepared by Clifford Chance, London, England for use by parties required to meet UK Inland Revenue tax requirements. The 4 April 1997 version has been updated in December 2002 and November 2003 to take account of, among other things, intervening Australian tax, stamp duty and regulatory changes, and also to better reflect Australian market practice.

* The original and updated versions of this agreement are both also subject to the "Warning and Disclaimer" on the coversheet to the original (Version: 4 April 1997) and updated (Version: November 2003) "User's Guide" relating to this agreement.

© m
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Telephone (02) 9296 2000

Fax (02) 9296 3999
DX 113 Sydney
Ref: JCK

AGREEMENT

Recitals:

- A. The Parties hereto are desirous of agreeing to a procedure whereby either one of them (the “**Lender**”) will make available to the other of them (the “**Borrower**”) from time to time Securities (as hereinafter defined).
- B. All transactions carried out under this Agreement will be effected in accordance with the Rules (as hereinafter defined), if applicable, **together with** current market practices, customs and conventions, in so far as they are not inconsistent with the terms of this Agreement.

Operative provisions:

1 Interpretation

- 1.1 **[Definitions]** The terms defined in clause 26 and in Schedule 1 have the meanings therein specified for the purposes of this Agreement.
- 1.2 **[Inconsistency]** In the event of any inconsistency between the provisions of Schedule 1 and the other provisions of this Agreement, Schedule 1 will prevail. In the event of any inconsistency between the provisions (if any) of Schedule 3 and the other provisions of this Agreement (including Schedule 1), Schedule 3 will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Agreement (including Schedules 1 and 3), such Confirmation will prevail for the purpose of the relevant transaction.
- 1.3 **[Single agreement]** All transactions are entered into in reliance on the fact that this Agreement and all Confirmations form a single agreement between the Parties (collectively referred to as this “**Agreement**”), and the Parties would not otherwise enter into any transactions.
- 1.4 **[Interpretation]** In this Agreement:
 - (a) Unless the context otherwise requires:
 - (i) The **singular** includes the plural and vice versa.
 - (ii) A **person** includes a corporation.
 - (iii) A **corporation** includes any body corporate and any statutory authority.
 - (iv) A reference to a statute, ordinance, code or other law or the Rules includes regulations or other instruments under it or them and consolidations, amendments, re-enactments or replacements of any of them.
 - (b) Notwithstanding the use of expressions such as “borrow”, “lend”, “Collateral”, “Margin”, “redeliver” etc., which are used to reflect terminology used in the market for transactions of the kind provided for in

this Agreement, all right, title and interest in and to Securities “borrowed” or “lent” and “Collateral” which one Party Transfers to the other in accordance with this Agreement (“**title**”) shall pass from one Party to the other free and clear of any liens, claims, charges or encumbrances or any other interest of the Transferring Party or of any third party (other than a lien routinely imposed on all securities in a relevant clearance system), the Party obtaining such title being obliged to redeliver Equivalent Securities or Equivalent Collateral, as the case may be. Each Transfer under this Agreement will be made so as to constitute or result in a valid and legally effective transfer of the Transferring Party’s legal and beneficial title to the recipient.

- (c) Where, in respect of any transaction, any distribution is made, or Income or fee is paid, other than in cash, the provisions of this agreement (other than clause 4.2(b)) shall apply, with necessary modifications, to the same extent as if the distribution, Income or fee had been made or paid in cash, and terms such as “pay” and “amount” shall be construed accordingly.

- 1.5 **[Headings]** All headings appear for convenience only and shall not affect the interpretation of this Agreement.
- 1.6 **[Currency conversion]** For the purposes of clauses 6, 8.3 and 8.4, when a conversion into the Base Currency is required, all prices, sums or values (including any Value, Offer Value and Bid Value) of Securities, Equivalent Securities, Collateral or Equivalent Collateral (including Cash Collateral) stated in currencies other than the Base Currency shall be converted into the Base Currency at the rate quoted by an Australian bank selected by the Lender (or, if an Event of Default has occurred in relation to the Lender, by the Borrower) at or about 11.00am (Sydney time) on the day of conversion as its spot rate for the sale by the bank of the Base Currency in exchange for the relevant other currency.
- 1.7 **[Other agreements]** Where at any time there is in existence any other agreement between the Parties the terms of which make provision for the lending of Securities (as defined in this Agreement) as well as other securities, the terms of this Agreement shall apply to the lending of such Securities to the exclusion of any other such agreement.
- 1.8 **[Nominees]** If payment is made or Securities, Equivalent Securities, Collateral or Equivalent Collateral is Transferred to a Party’s nominee or otherwise in accordance with the directions of a Party (whether by the other Party or by a third party), it shall be deemed, for the purposes of this agreement, to have been paid or made or Transferred to the first mentioned Party.

2 Loans of Securities

- 2.1 **[Borrowing Request and acceptance thereof]** The Lender will lend Securities to the Borrower, and the Borrower will borrow Securities from the Lender, in accordance with the terms and conditions of this Agreement and with the Rules. The terms of each Loan should be agreed prior to the commencement of the relevant Loan, either orally or in writing (including any agreed form of electronic communication) and confirmed in such form and on such basis as is agreed between the Parties. Any confirmation produced by a Party shall not supersede or prevail over the prior oral, written or electronic communication (as the case may be).

- 2.2 **[Changes to a Borrowing Request]** The Borrower has the right to reduce the amount of Securities referred to in, or otherwise vary, a Borrowing Request **provided that:**
- (a) the Borrower has notified the Lender of such reduction or variation no later than midday Australian Eastern standard or summer (as appropriate) time on the day which is two Business Days prior to the Settlement Date, unless otherwise agreed between the Parties, and
 - (b) the Lender shall have accepted such reduction or variation (by whatever means).

3 Delivery of Securities

[Delivery of Securities] The Lender shall procure the delivery of Securities to the Borrower or deliver such Securities in accordance with the relevant agreement **together with** appropriate instruments of transfer (where necessary) duly stamped (where necessary) and such other instruments (if any) as may be requisite to vest title thereto in the Borrower. Such Securities shall be deemed to have been delivered by the Lender to the Borrower on delivery to the Borrower or as it shall direct of the relevant instruments of transfer and certificates or other documents of title (if any), or in the case of Securities title to which is registered in a computer based system which provides for the recording and transfer of title to the same by way of electronic entries (such as CHESS), on the transfer of title in accordance with the rules and procedures of such system as in force from time to time, or by such other means as may be agreed.

4 Title, Distributions and Voting

- 4.1 **[Passing of title]** The Parties shall execute and deliver all necessary documents and give all necessary instructions to procure that all right, title and interest in:

- (a) any Securities borrowed pursuant to clause 2;
- (b) any Equivalent Securities redelivered pursuant to clause 7;
- (c) any Collateral delivered pursuant to clause 6;
- (d) any Equivalent Collateral redelivered pursuant to clauses 6 or 7,

shall pass from one Party to the other, free from all liens, charges, equities and encumbrances, on delivery or redelivery of the same in accordance with this Agreement. In the case of Securities, Collateral, Equivalent Securities or Equivalent Collateral title to which is registered in a computer based system which provides for the recording and transfer of title to the same by way of electronic entries, delivery and transfer of title shall take place in accordance with the rules and procedures of such system as in force from time to time.

- 4.2 **[Distributions]**

- (a) **[Distributions]** Unless otherwise agreed, where Income is paid by the issuer in relation to any Securities on or by reference to an Income Payment Date on which such Securities are the subject of a loan under this Agreement, the Borrower shall, on the date of the payment of such Income, or on such other date as the Parties may from time to time agree, (the

“**Relevant Payment Date**”) pay to the Lender a sum of money (a “**Substitute payment**”) equivalent to the amount that the Lender would have been entitled to receive (after any deduction, withholding or payment for or on account of any tax made by the relevant issuer (or on its behalf) in respect of such Income) had such Securities not been loaned to the Borrower and been held by the Lender on the Income Payment Date, irrespective of whether the Borrower received the same.

- (b) **[Corporate actions]** Subject to paragraph (c) (unless otherwise agreed), where, in respect of any borrowed Securities or any Collateral, any rights relating to conversion, subdivision, consolidation, pre-emption, rights arising under a takeover offer or other rights, including those requiring election by the holder for the time being of such Securities or Collateral, become exercisable prior to the redelivery of Equivalent Securities or Equivalent Collateral, then the Lender or Borrower, as the case may be, may, within a reasonable time before the latest time for the exercise of the right or option, give written notice to the other Party that, on redelivery of Equivalent Securities or Equivalent Collateral, as the case may be, it wishes to receive Equivalent Securities or Equivalent Collateral in such form as will arise if the right is exercised or, in the case of a right which may be exercised in more than one manner, is exercised as is specified in such written notice.
- (c) **[1936 Tax Act sections 26BC(3)(c)(ii) and (v) requirements]** Notwithstanding paragraph (b), where, in respect of any borrowed Securities or any Collateral, the relevant issuer company, trustee, government or government authority issues any right or option in respect of the borrowed Securities or Collateral, as the case may be, the Borrower or the Lender, respectively, must deliver or make available, as the case may be, to the other Party on the date of such issue or on such other date as the Parties may from time to time agree:
 - (i) the right, or option; or
 - (ii) an identical right or option; or
 - (iii) a payment equal to the value to the Lender or the Borrower, respectively, of the right or option;

together with any such endorsements or assignments as shall be customary and appropriate.
- (d) **[Manner of payment]** Any payment to be made by the Borrower under this clause shall be made in a manner to be agreed between the Parties.

- 4.3 **[Voting]** Unless paragraph 4 in Schedule 1 specifies that this clause 4.3 does not apply, each Party undertakes that, where it holds Securities of the same description as any Securities borrowed by it or transferred to it by way of Collateral at a time when a right to vote arises in respect of such Securities, it will use its best endeavours to arrange for the voting rights attached to such Securities to be exercised in accordance with the instructions of the other Party **provided always that** each Party shall use its best endeavours to notify the other of its instructions in writing no later than seven Business Days prior to the date upon which such votes are exercisable, or as otherwise agreed between the Parties, and that the Party concerned shall not be obliged so to exercise the votes in respect of the number of Securities greater than the number so lent or transferred to it. For the avoidance of

doubt, the Parties agree that, subject as hereinbefore provided, any voting rights attaching to the relevant Securities, Equivalent Securities, collateral and/or Equivalent Collateral shall be exercisable by the persons in whose name they are registered, or in the case of Securities, Equivalent Securities, collateral and/or Equivalent Collateral in bearer form by the persons by or on behalf of whom they are held, and not necessarily by the Borrower or the Lender (as the case may be).

5 Fees

- 5.1 **[Fees]** In respect of each loan of Securities:
- (a) for which the Collateral is cash:
 - (i) the Lender must pay a fee to the Borrower in respect of the amount of that Collateral, calculated at the rate agreed between them; and
 - (ii) unless the Parties otherwise agree, the Borrower is not obliged to pay a fee to the Lender;
 - (b) for which there is no Cash Collateral, the Borrower must pay a fee to the Lender, calculated at the rate agreed between them.
- 5.2 **[Where there are different types of Collateral]** Where the Collateral comprises only partly cash, clause 5.1 is to be construed as if there were separate loans of Securities, one secured solely by Cash Collateral and the other secured solely by non-cash Collateral.
- 5.3 **[Calculation of fees]** In respect of each loan of Securities, the payments referred to in clause 5.1 of this clause shall accrue daily in respect of the period commencing on and inclusive of the Settlement Date and terminating on and exclusive of the Business Day upon which Equivalent Securities are redelivered or Cash Collateral is repaid. Unless otherwise agreed, the sums so accruing in respect of each calendar month shall be paid in arrears by the Borrower to the Lender or to the Borrower by the Lender (as the case may be) not later than the Business Day which is one week after the last Business Day of the calendar month to which such payment relates or such other date as the Parties from time to time agree. Any payment made pursuant to clause 5.1 shall be in Australian currency, unless otherwise agreed, and shall be paid in such manner and at such place as shall be agreed between the Parties.

6 Collateral

- 6.1 **[Borrower's obligation to provide Collateral]** Unless otherwise agreed, subject to the other provisions of this clause 6, the Borrower undertakes to deliver to or deposit with the Lender (or in accordance with the Lender's instructions) Collateral of the kind specified in the relevant Borrowing Request or as otherwise agreed between the Parties (together with appropriate instruments of transfer duly stamped (where necessary) and such other instruments as may be requisite to vest title thereto in the Lender) simultaneously with delivery of the borrowed Securities by the Lender.
- 6.2 **[Global margining]**
- (a) **[Adjustments to Collateral]** Unless otherwise agreed between the Parties, subject to paragraph (b), clause 6.4 and paragraph 1.5 in Schedule 1:
 - (i) The aggregate Value of the Collateral delivered to or deposited with the Lender or its nominated bank or depositary (excluding any

Collateral repaid or redelivered under paragraph (ii) below (as the case may be)) in respect of **all** loans of Securities outstanding under this Agreement (“**Posted Collateral**”) shall from day to day and at any time be at least the aggregate of the Required Collateral Values in respect of such loans.

- (ii) If at any time the aggregate Value of the Posted Collateral in respect of all loans of Securities outstanding under this Agreement exceeds the aggregate of the Required Collateral Values in respect of such loans, the Lender shall (on demand) repay such Cash Collateral and/or redeliver to the Borrower such Equivalent Collateral as will eliminate the excess.
 - (iii) If at any time the aggregate Value of the Posted Collateral in respect of all loans of Securities outstanding under this Agreement falls below the aggregate of Required Collateral Values in respect of all such loans, the Borrower shall (on demand) provide such further Collateral to the Lender as will eliminate the deficiency.
- (b) **[Netting of Collateral obligations where a Party is both Lender and Borrower]** Unless otherwise agreed between the Parties, subject to clause 6.4 and paragraph 1.5 in Schedule 1, where paragraph (a) applies, if a Party (the “**first Party**”) would, but for this paragraph, be required under paragraph (a) to repay Cash Collateral, redeliver Equivalent Collateral or provide further Collateral in circumstances where the other Party (the “**second Party**”) would, but for this paragraph, also be required to repay Cash Collateral, redeliver Equivalent Collateral or provide further Collateral under paragraph (a), then the Value of the Cash Collateral, Equivalent Collateral or further Collateral deliverable by the first Party (“**X**”) shall be set-off against the Value of the Cash Collateral, Equivalent Collateral or further Collateral deliverable by the second Party (“**Y**”) and the only obligation of the Parties under paragraph (a) shall be, where X exceeds Y, an obligation of the first Party, or where Y exceed X, an obligation of the second Party, (on demand) to repay Cash Collateral, redeliver Equivalent Collateral or deliver further Collateral having a Value equal to the difference between X and Y.
- 6.3 **[Required Collateral Value]** For the purposes of clause 6.2(a), the Value of the Posted Collateral to be delivered or deposited in respect of any loan of Securities, while the loan of Securities continues, shall be equal to the aggregate of the Value of the borrowed Securities and the Margin applicable thereto (the “**Required Collateral Value**”).
- 6.4 **[Time for payment/repayment of Collateral]** Except as provided in clause 6.1 or clause 6.6 or as otherwise agreed, where any Cash Collateral is to be repaid, Equivalent Collateral is to be redelivered or further Collateral is to be provided under this clause 6, it shall be paid or delivered as stated in paragraph 1.4 in Schedule 1.
- 6.5 **[Substitution of Alternative Collateral]** The Borrower may from time to time call for the repayment of Cash Collateral or the redelivery of Equivalent Collateral prior to the date on which the same would otherwise have been repayable or redeliverable,

provided that, at the time of such repayment or redelivery, the Borrower shall have delivered or delivers Alternative Collateral acceptable to the Lender.

6.6 [Return of Collateral/Equivalent Collateral on redelivery of Equivalent Securities]

- (a) Cash Collateral shall be repaid and Equivalent Collateral shall be redelivered at the same time as Equivalent Securities in respect of the Securities borrowed are redelivered.
- (b) Where Collateral is provided through a book entry transfer system (such as Austraclear or RITS), the obligation of the Lender shall be to redeliver Equivalent Collateral through such book entry transfer system in accordance with this Agreement. If the loan of Securities in respect of which Collateral was provided has not been discharged when the Equivalent Collateral is redelivered, any payment obligation generated within the book entry transfer system on such redelivery shall, until the loan of Securities is discharged or further Collateral is provided, be deemed to constitute an obligation to pay Cash Collateral.

6.7 [Receipt by Lender of Income on Collateral] Where Collateral (other than Cash Collateral) is delivered in respect of which any Income may become payable and an Income Payment Date in respect of that Collateral occurs prior to the redelivery of Equivalent Collateral, then, unless such Income is paid directly to the Borrower, the Lender shall, on the date on which such Income is paid or on such other date as the Parties may from time to time agree, pay to the Borrower a sum of money (a “**Substitute payment**”) equivalent to the amount of such Income that (after any deduction, withholding or payment for or on account of any tax made by the relevant issuer (or on its behalf) in respect of such Income) the Lender either actually received, or would have been entitled to receive had such Collateral been held by the Lender on the Income Payment Date, irrespective of whether the Lender received the same. If the Lender is required by law, as modified by the practice of any relevant taxing authority, to make any deduction or withholding from any Substitute payment to be made under the preceding sentence, then the Lender must:

- (a) promptly pay to the relevant taxing authority the full amount of the deduction or withholding; and
- (b) forward to the Borrower on request a copy of any official receipt or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxing authority.

6.8 [Borrower’s rights re Collateral are not assignable] The Borrower may not assign, transfer or otherwise dispose of, or mortgage, charge or otherwise encumber, or otherwise deal with its rights in respect of any Collateral without the prior written consent of the Lender.

6.9 [Lender may set off obligation to repay or return Equivalent Collateral] If the Borrower fails to comply with its obligation to redeliver Equivalent Securities, the obligation of the Lender in respect of any Collateral may be the subject of a set-off in accordance with clause 8.

6.10 [Collateral provided to Lender’s Nominee] Without limiting clause 1.8, where Collateral is provided to the Lender’s nominee, any obligation under this Agreement to repay or redeliver or otherwise account for Equivalent Collateral shall be an

obligation of the Lender, notwithstanding that any such repayment or redelivery may be effected in any particular case by the nominee.

- 6.11 **[Letters of Credit]** If the Collateral in respect of one or more loans of Securities is or includes a letter of credit, the Lender may only draw down under that letter of credit when an Event of Default occurs in relation to the Borrower and, upon the Lender drawing down, whether or not permitted under this clause 6.11, the Collateral (or that part of it represented by the letter of credit) becomes Cash Collateral.
- 6.12 **[Non-Cash Collateral]** If the Collateral in respect of one or more loans of Securities is or includes other Securities and either the Borrower is a taxpayer to whom the Tax Act applies in respect of the disposal of those other Securities or in any other case the Parties so agree:
- (a) The Parties acknowledge that the provision of those other Securities is by way of a loan of Securities under this Agreement, to which section 26BC(3)(a) of the 1936 Tax Act may apply (subject to the re-acquisition time being less than 12 months after the original disposal time).
 - (b) For the purposes of section 26BC(3)(d) of the 1936 Tax Act, the notifiable consideration in respect of the provision of those Securities by way of loan is specified as follows:
 - (i) There is no fee.
 - (ii) There is no adjustment for variations in the market value of the Collateral or Equivalent Collateral.
 - (iii) There is other consideration: see the obligations of the recipient of the Collateral under clauses 4.2(b), 4.2(c), 4.3 and 6.7.
 - (c) For the avoidance of doubt, this clause 6.12 is directed solely at clarifying either or both of the following issues: that the provision of the other Securities as Collateral is eligible for the application of first section 26BC and secondly, where applicable, sections 216-10 and 216-30 of the 1997 Tax Act. Accordingly, clauses 2, 4.2(a), 5, 6.1 to 6.11, 7, 8, 9.1, 9.2 (unless otherwise agreed), 9.4 and 12 do not apply to any loan of Securities under paragraph (a). Instead, those Securities are simply to be regarded as Collateral for the purposes of those clauses.

7 Redelivery of Equivalent Securities

- 7.1 **[Borrower's obligation to redeliver Equivalent Securities]** The Borrower undertakes to redeliver Equivalent Securities in accordance with this Agreement and the terms of the relevant Borrowing Request.
- 7.2 **[Lender may call for redelivery of Equivalent Securities]** Subject to clause 8 and the terms of the relevant Borrowing Request, the Lender may call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the Standard Settlement Time for such Equivalent Securities or the equivalent time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered. The Borrower shall as hereinafter provided redeliver such Equivalent Securities not later than the expiry of such notice in accordance with the Lender's instructions.

- 7.3 **[Lender may terminate loan if Borrower defaults]** If the Borrower does not redeliver Equivalent Securities in accordance with such call, the Lender may elect to continue the loan of Securities; **provided that**, if the Lender does not elect to continue the loan, the Lender may by written notice to the Borrower elect to terminate the relevant loan. Upon the expiry of such notice the provisions of clauses 8.2 to 8.5 shall apply as if upon the expiry of such notice an Event of Default had occurred in relation to the Borrower (who shall thus be the Defaulting Party for the purposes of this Agreement) and as if the relevant loan were the only loan outstanding.
- 7.4 **[Consequence of exercise of “buy-in” against Lender, as a result of Borrower default]** In the event that, as a result of the failure of the Borrower to redeliver Equivalent Securities to the Lender in accordance with this Agreement, a “buy-in” is exercised against the Lender, then, provided that reasonable notice has been given to the Borrower of the likelihood of such a “buy-in”, the Borrower shall account to the Lender for the total costs and expenses reasonably incurred by the Lender as a result of such “buy-in”.
- 7.5 **[Right of Borrower to terminate loan early]** Subject to the terms of the relevant Borrowing Request, the Borrower shall be entitled at any time to terminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender’s instructions.

7A Suspended Securities

- 7A.1 This clause 7A applies if:
- (a) dealings in any borrowed Securities or Collateral Securities are suspended from trading by the stock exchange on which the Securities were listed at the time of delivery under this Agreement, whether by reason of the adverse position of the issuer or otherwise; or
 - (b) for any other reason concerning the issuer of those Securities (such as the liquidation, provisional liquidation, administration or receivership of the issuer, or the Securities ceasing to be listed for trading on the stock exchange on which they were listed at the time of delivery under this Agreement), or concerning the exchange or clearing house through which they are traded, one Party is unable to transfer title to those Securities or Equivalent Securities to the Other Party.
- 7A.2 At any time while a situation described in clause 7A.1 prevails in relation to particular borrowed or Collateral Securities (the “**Suspended Securities**”), either the Lender or the Borrower may give notice (a “**Suspension Notice**”) to the other, in which event clauses 7A.3 and 7A.4 shall apply.
- 7A.3 If a Suspension Notice is given, the Borrower and the Lender shall promptly enter into negotiations in good faith with a view to promptly agreeing the market value of the Suspended Securities for the purposes of this clause 7A. Neither the Borrower nor the Lender may unreasonably withhold or delay its agreement to a market value reasonably proposed by the other Party.
- 7A.4 Any market value agreed under clause 7A.3 applies to the Suspended Securities notwithstanding the definition of Value in clause 26.

8 Set-off etc.

- 8.1 **[Requirement for simultaneous delivery]** On the date and time that Equivalent Securities are required to be redelivered by the Borrower in accordance with the provisions of this Agreement the Lender shall simultaneously redeliver the Equivalent Collateral and repay any Cash Collateral held (in respect of the Equivalent Securities to be redelivered) to the Borrower. Neither Party shall be obliged to make delivery (or make a payment as the case may be) to the other unless it is satisfied that the other Party will make such delivery (or make an appropriate payment as the case may be) to it simultaneously. If it is not so satisfied (whether because an Event of Default has occurred in respect of the other Party or otherwise), it shall notify the other Party and, unless that other Party has made arrangements which are sufficient to assure full delivery (or the appropriate payment as the case may be) to the notifying Party, the notifying Party shall (provided it is itself in a position, and willing, to perform its own obligations) be entitled to withhold delivery (or payment, as the case may be) to the other Party.
- 8.2 **[Netting following occurrence of Event of Default]** If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations (and any other obligations they have under this Agreement) shall be accelerated so as to require performance thereof at the time such Event of Default occurs (the date of which shall be the "**Performance Date**" for the purposes of this clause), and in such event:
- (a) the Relevant Value of the Securities to be delivered (or payment to be made, as the case may be) by each Party shall be established in accordance with clause 8.3; and
 - (b) on the basis of the Relevant Values so established, an account shall be taken (as at the Performance Date) of what is due from each Party to the other and (on the basis that each Party's claim against the other in respect of delivery of Equivalent Securities or Equivalent Collateral or any cash payment equals the Relevant Value thereof) the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable (by the Party having the claim valued at the lower amount pursuant to the foregoing) and such balance shall be payable on the Performance Date.
- 8.3 **[Relevant Value]** For the purposes of clause 8.2 the Relevant Value:
- (a) of any cash payment obligation shall equal its par value (disregarding any amount taken into account under (b) or (c) below);
 - (b) of any Securities to be delivered by the Defaulting Party shall, subject to clause 8.4(b) and (c) below, equal the Offer Value thereof; and
 - (c) of any Securities to be delivered to the Defaulting Party shall, subject to clause 8.4(b) and (c) below, equal the Bid Value thereof.
- 8.4 **[Bid Value/Offer Value]**
- (a) For the purposes of clause 8.3, but subject to (b) and (c) below, the Bid Value and Offer Value of any Securities shall be calculated as at the Close of Business in the most appropriate market for Securities of the relevant description (as determined by the Non-Defaulting Party) on the first Business Day following the Performance Date, or, if the relevant Event of

Default occurs outside the normal business hours of such market, on the second Business Day following the Performance Date (the “**Default Valuation Time**”).

- (b) Where the Non-Defaulting Party has, following the occurrence of an Event of Default but prior to the Default Valuation Time, purchased Securities forming part of the same issue and being of an identical type and description to those to be delivered by the Defaulting Party and in substantially the same amount as those Securities or sold Securities forming part of the same issue and being of an identical type and description to those to be delivered by the Non-Defaulting Party to the Defaulting Party and in substantially the same amount as those Securities, the cost of such purchase or the proceeds of such sale, as the case may be, (taking into account all reasonable costs, fees and expenses that would be incurred in connection therewith) shall be treated as the Offer Value or Bid Value, as the case may be, of the relevant Securities for the purposes of this clause 8.
- (c) Where the amount of any Securities sold or purchased as mentioned in (b) above is not in substantially the same amount as those Securities to be valued for the purposes of clause 8.3, the Offer Value or the Bid Value (as the case may be) of those Securities shall be ascertained by:
 - (i) dividing the net proceeds of sale or cost of purchase by the amount of the Securities sold or purchased so as to obtain a net unit price; and
 - (ii) multiplying that net unit price by the amount of the Securities to be valued.

- 8.5 **[Interpretation: “Securities”]** Any reference in this clause 8 to Securities shall include any asset other than cash provided by way of Collateral, and, for the avoidance of doubt, shall include Equivalent Securities and Equivalent Collateral.
- 8.6 **[Interpretation: “Event of Default”]** If the Borrower or the Lender for any reason fails to comply with its respective obligations under clause 6.6 in respect of the redelivery of Equivalent Collateral or the repayment of Cash Collateral, such failure shall be an Event of Default for the purposes of this clause 8, and the person failing to comply shall thus be the Defaulting Party.
- 8.7 **[Waiver of right to require simultaneous delivery]** Subject to and without prejudice to its rights under clause 8.1, either Party may from time to time in accordance with market practice and in recognition of the practical difficulties in arranging simultaneous delivery of Securities, Collateral and cash transfers waive its right under this Agreement in respect of simultaneous delivery and/or payment; **provided that** no such waiver in respect of one transaction shall bind it in respect of any other transaction.

9 Stamp duty, taxes etc and loss of tax benefits

- 9.1 **[Stamp duty etc]** The Borrower hereby undertakes promptly to pay and account for any transfer or similar duties or taxes, and any loan security or other stamp duties, (if any) chargeable in connection with any transaction effected pursuant to or contemplated by this Agreement, and shall indemnify and keep indemnified the Lender against any liability arising in respect thereof as a result of the Borrower’s failure to do so.

9.2 **[Borrower to give Transfer of Distribution Statement to Lender re Franked Distributions]** If:

- (a) an Income Payment Date occurs during an Income Determination Period in relation to a particular loan of Securities;
- (b) had the Lender been the holder of those Securities on the relevant Income Payment Date, it would have received a Franked Distribution in respect of those Securities;
- (c) the Agreement or the relevant Confirmation states that the Lender is an Australian Taxpayer;
- (d) the failure of the Lender to receive a Franked Distribution is not due to any unreasonable act or omission by or on behalf of the Lender; and
- (e) neither paragraph 7 in Schedule 1 nor the relevant Confirmation states that the Lender is **not** entitled to compensation for the loss of Imputation Benefits;

then:

- (f) the Borrower must either:
 - (i) if section 216-10 of the 1997 Tax Act applies, as soon as practicable, and in any event within 10 Business Days after the relevant Income Payment Date, give to the Lender a Transfer of Distribution Statement in respect of those Securities (which the Borrower is to be taken as having warranted is correct in all material respects and is effective for the purposes of section 216-30 of the 1997 Tax Act); or
 - (ii) otherwise, on the 10th Business Day after the relevant Income Payment Date pay to the Lender an amount equal to the Franking Credit allocated (or, under section 202-65 of the 1997 Tax Act, taken to have been allocated) to the Franked Distribution and specified in the Distribution Statement for that Franked Distribution.

9.3 **[Deleted.]**

9.4 **["Notifiable consideration" for the purposes of s 26BC(3)(d) of the 1936 Tax Act]** For the purposes of section 26BC(3)(d) of the 1936 Tax Act, the notifiable consideration in respect of any loan of Securities is dissected as follows:

- (a) a fee - see clause 5.1 (as applicable); and
- (b) other consideration - see clauses 4.2, 6 and 9 and the definition of "Equivalent Securities" in clause 26.

9.5 **[GST]**

- (a) All payments (including the provision of any non-monetary consideration) to be made by either Party under or in connection with this Agreement have been calculated without regard to GST.
- (b) If all or part of any such payment is the consideration for a Taxable Supply, then, when the payer makes the payment, the payer must, after receipt of a

Tax Invoice, pay to the supplier additional consideration equal to the GST Amount. Such additional amount is to be paid on the earlier of:

- (i) the date of the first payment for the Taxable Supply; and
 - (ii) the date five Business Days after the date on which the Tax Invoice for the Taxable Supply is received by the payer.
- (c) Where under or in connection with this Agreement a Party is required to reimburse or indemnify for an amount, that Party will pay the relevant amount:
- (i) including any sum in respect of GST which has been paid by the payee upon any supply made to the payee in connection with the circumstances giving rise to the operation of the indemnity or right of reimbursement;
 - (ii) less any GST Input Tax Credit that that Party determines (acting reasonably) that the payee is entitled to claim in respect of the circumstances giving rise to the operation of the indemnity or right of reimbursement.
- (d) If a person is a member of a GST Group, references to GST for which the person is liable and to Input Tax Credits to which the person is entitled include GST for which the Representative Member of the GST Group is liable and Input Tax Credits to which the Representative Member is entitled.
- (e) In this clause:

GST means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charges.

GST Amount means in relation to a Taxable Supply the amount of GST for which the supplier is liable in respect of the Taxable Supply.

GST Group has the meaning given to this term by the GST Law.

GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia) and any regulation made under that Act.

Input Tax Credit has the meaning given to that term by the GST Law.

Invoice has the meaning given to that term by the GST Law.

Representative Member has the meaning given to that term by the GST Law.

Taxable Supply has the meaning given to that term by the GST Law.

Tax Invoice has the meaning given to that term by the GST Law.

9.6 [Non-Australian GST]

- (a) All payments (including the provision of any non-monetary consideration) to be made by either Party under or in connection with this Agreement have been calculated without regard to Non-Australian GST.

- (b) If all or part of any such payment is the consideration for a supply of goods or services (however defined) in respect of which Non-Australian GST is payable (whether by a Party or its Related Entities or any person on its behalf or in its place (the “**supplier**”)) to any relevant tax authority or government agency, the other Party must pay to the supplier additional consideration equal to the amount of any such Non-Australian GST. Such additional amount is to be paid on demand by the supplier.
- (c) Where under or in connection with this Agreement a Party is required to reimburse or indemnify for an amount, that Party will pay the relevant amount:
 - (i) including any sum in respect of non-Australian GST which has been paid by the payee upon any supply made to the payee in connection with the circumstances giving rise to the operation of the indemnity or right of reimbursement;
 - (ii) less any input tax credit (however defined or described) that that Party determines (acting reasonably) that the payee is entitled under the law applicable to that Non-Australian GST to claim in respect of the circumstances giving rise to the operation of the indemnity or right of reimbursement.
- (d) In this clause, the expression ***Non-Australian GST*** means any goods and services tax, value added tax or similar transactional tax, however described, imposed on supplies of goods or services (however defined) under the law of any jurisdiction outside Australia, together with any related interest, penalties, fines or other charges.

9.7 [Grossing up]

- (a) All payments under clauses 4.2 (a), 5.1(b) and 13 of this Agreement are to be made free and clear of, and without any deduction or withholding for or on account of, any taxes.
- (b) Accordingly, if any deduction or withholding in respect of any such payment is required by law, as modified by the practice of any relevant taxing authority, then the payer must:
 - (i) pay to the other Party, in addition to the payment to which that other Party is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount (free and clear of any taxes payable by deduction or withholding, whether assessed against one Party or the other) will equal the full amount that that other Party would have received had no such deduction or withholding been required;
 - (ii) promptly pay to the relevant taxing authority the full amount of the deduction or withholding by the payer; and
 - (iii) forward to the payee on request a copy of any official receipt or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxing authority.

- (c) Otherwise, unless otherwise agreed in respect of a particular loan of Securities or a particular payment, no such gross up is required in respect of any payment under this Agreement.

10 Lender's warranties

[Lender's warranties] Each Party hereby warrants and undertakes to the other on a continuing basis, to the intent that such warranties shall survive the completion of any transaction contemplated by this Agreement, that, where acting as a Lender:

- (a) it is duly authorised and empowered to perform its duties and obligations under this Agreement;
- (b) it is not restricted under the terms of its constitution or in any other manner from lending Securities in accordance with this Agreement or from otherwise performing its obligations under this Agreement;
- (c) it is absolutely entitled to pass full legal and beneficial ownership of all Securities provided by it under this Agreement to the Borrower free from all liens, charges, equities and encumbrances;
- (d) where paragraph 3 in Schedule 1 specifies that this clause 10(d) applies, it is not resident in Australia for the purposes of the Tax Act and either:
 - (i) does not have a branch or other permanent establishment in Australia for the purposes of the Tax Act or of any applicable double tax agreement between Australia and its country of tax residence; or
 - (ii) if it does have such a branch or other permanent establishment in Australia, that the loan is not entered into in the course of carrying on business through such branch or permanent establishment; and
- (e) unless clause 14 applies, it is acting as principal in respect of this Agreement.

11 Borrower's warranties

[Borrower's warranties] Each Party hereby warrants and undertakes to the other on a continuing basis, to the intent that such warranties shall survive the completion of any transaction contemplated by this Agreement, that, where acting as a Borrower:

- (a) it has all necessary licences and approvals, and is duly authorised and empowered, to perform its duties and obligations under this Agreement and will do nothing prejudicial to the continuation of such authorisation, licences or approvals;
- (b) it is not restricted under the terms of its constitution or in any other manner from borrowing Securities in accordance with this Agreement or from otherwise performing its obligations under this Agreement;
- (c) it is absolutely entitled to pass full legal and beneficial ownership of all Collateral provided by it under this Agreement to the Lender free from all liens, charges, equities and encumbrances;

- (d) it is acting as principal in respect of this Agreement; and
- (e) unless otherwise agreed, it shall in respect of every loan of Securities return to the Lender Equivalent Securities not later than 360 days from the date of delivery by the Lender of the original Securities to the Borrower.

12 Events of Default

- 12.1 **[Events of Default]** Each of the following events occurring in relation to either Party (the “**Defaulting Party**”, the other Party being the “**Non-Defaulting Party**”) shall be an Event of Default for the purpose of clause 8:
- (a) the Borrower or Lender failing to pay or repay Cash Collateral or deliver or redeliver Collateral or Equivalent Collateral upon the due date, and the Non-Defaulting Party serves written notice on the Defaulting Party;
 - (b) the Lender or Borrower failing to comply with its obligations under clause 6, and the Non-Defaulting Party serves written notice on the Defaulting Party;
 - (c) the Borrower failing to comply with clause 4.2 or clause 9.2 and the Non-Defaulting Party serves written notice on the Defaulting Party;
 - (d) an Act of Insolvency occurring with respect to the Lender or the Borrower and (except in the case of an Act of Insolvency which is the presentation of a petition for winding up or any analogous proceeding or the appointment of a liquidator or analogous officer of the Defaulting Party in which case no such notice shall be required) the Non-Defaulting Party serves written notice on the Defaulting Party;
 - (e) any representations or warranties made by the Lender or the Borrower being incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, and the Non-Defaulting Party serves written notice on the Defaulting Party;
 - (f) the Lender or the Borrower admitting to the other that it is unable to, or it intends not to, perform any of its obligations hereunder and/or in respect of any loan hereunder, and the Non-Defaulting Party serves written notice on the Defaulting Party;
 - (g) the Lender (if appropriate) or the Borrower being declared in default by the appropriate authority under the Rules or being suspended or expelled from membership of or participation in any securities exchange or association or other self-regulatory organisation, or suspended from dealing in securities by any government agency, and the Non-Defaulting Party serves written notice on the Defaulting Party;
 - (h) any of the assets of the Lender or the Borrower or the assets of investors held by or to the order of the Lender or the Borrower being ordered to be transferred to a trustee by a regulatory authority pursuant to any securities regulating legislation and the Non-Defaulting Party serves written notice on the Defaulting Party, or
 - (i) the Lender or the Borrower failing to perform any other of its obligations hereunder and not remedying such failure within 30 days after the Non-Defaulting Party serves written notice requiring it to remedy such failure,

and the Non-Defaulting Party serves a further written notice on the Defaulting Party.

- 12.2 **[Obligation of each Party to notify its Event of Default]** Each Party shall notify the other if an event occurs which would constitute an Event of Default in relation to it with the giving of notice.

13 Outstanding payments

[Default interest] In the event of either Party failing to remit sums in accordance with this Agreement, such Party hereby undertakes to pay to the other Party upon demand interest (before as well as after judgment) on the net balance due and outstanding, for the period commencing on and inclusive of the original due date for payment to (but excluding) the date of actual payment, in the same currency at a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it in good faith) if it were to fund or of funding the relevant amount, plus 2% (or other agreed percentage) per annum.

14 Transactions entered into as agent

- 14.1 **[Agency Transactions]** Subject to the following provisions of this clause, the Lender may enter into loans as agent (in such capacity, the “**Agent**”) for a third person (a “**Principal**”), whether as custodian or investment manager or otherwise (a loan so entered into being referred to in this clause as an “**Agency Transaction**”).
- 14.2 **[Conditions for Agency Transactions]** A Lender may enter into an Agency Transaction if, but only if:
- (a) it specifies that loan as an Agency Transaction at or before the time when it enters into it;
 - (b) it enters into that loan on behalf of a single Principal whose identity is disclosed to the Borrower (whether by name or by reference to a code or identifier which the Parties have agreed will be used to refer to a specified Principal) at the time when it enters into the loan or as otherwise agreed between the Parties;
 - (c) it has at the time when the loan is entered into actual authority to enter into the loan and to perform on behalf of that Principal all of that Principal’s obligations under the agreement referred to in clause 14.4(b) below; and
 - (d) the Borrower has agreed that the Lender may act as Agent in respect of the relevant loan, including as indicated (if at all) in paragraph 8 in Schedule 1.
- 14.3 **[Undertakings by Lender]** The Lender undertakes that, if it enters as agent into an Agency Transaction, forthwith upon becoming aware:
- (a) of any event which constitutes an Act of Insolvency with respect to the relevant Principal; or
 - (b) of any breach of any of the warranties given in clause 14.5 below or of any event or circumstance which has the result that any such warranty would be untrue if repeated by reference to the current facts,

it will inform the Borrower of that fact and will, if so required by the Borrower, furnish it with such additional information as it may reasonably request.

14.4 [Consequences of Agency Transaction]

- (a) Each Agency Transaction shall be a transaction between the relevant Principal and the Borrower and no person other than the relevant Principal and the Borrower shall be a party to or have any rights or obligations under an Agency Transaction. Without limiting the foregoing, the Lender shall not be liable as principal for the performance of an Agency Transaction or for breach of any warranty contained in clause 10(d) of this Agreement, but this is without prejudice to any liability of the Lender under any other provision of this clause.
- (b) All the provisions of the Agreement shall apply separately as between the Borrower and each Principal for whom the Agent has entered into an Agency Transaction or Agency Transactions as if each such Principal were a party to a separate agreement with the Borrower in all respects identical with this Agreement other than this paragraph and as if the Principal were Lender in respect of that agreement; **provided that:**
 - (i) if there occurs in relation to the Agent an Event of Default or an event which would constitute an Event of Default if the Borrower served written notice under any paragraph of clause 12, the Borrower shall be entitled by giving written notice to the Principal (which notice shall be validly given to the Lender in accordance with clause 20) to declare that, by reason of that event, an Event of Default is to be treated as occurring in relation to the Principal. If the Borrower gives such a notice, then an Event of Default shall be treated as occurring in relation to the Principal at the time when the notice is deemed to be given; and
 - (ii) if the Principal is neither incorporated nor has established a place of business in Australia, the Principal shall for the purposes of the agreement referred to in the preamble in this paragraph (b) be deemed to have appointed as its agent to receive on its behalf service of process in the courts of Australia the Agent, or, if the Agent is neither incorporated nor has established a place of business in Australia, the person appointed by the Agent for the purposes of this Agreement, or such other person as the Principal may from time to time specify in a written notice given to the other party.
- (c) The foregoing provisions of this clause do not affect the operation of the Agreement as between the Borrower and the Lender in respect of any transactions into which the Lender may enter on its own account as principal.

- 14.5 **[Warranty by Lender]** The Lender warrants to the Borrower that it will, on every occasion on which it enters or purports to enter into a transaction as an Agency Transaction, have been duly authorised to enter into that loan and perform the obligations arising thereunder on behalf of the person whom it specifies as the Principal in respect of that transaction and to perform on behalf of that person all the obligations of that person under the agreement referred to in clause 14.4(b).

15 Termination of course of dealings by notice

Each Party shall have the right to bring the course of dealing contemplated under this Agreement to an end by giving not less than 15 Business Days' notice in writing to the other Party (which notice shall specify the date of termination), subject to an obligation to ensure

that all loans which have been entered into but not discharged at the time such notice is given are duly discharged in accordance with this Agreement and with the Rules (if applicable).

16 No reliance on tax or accounting representations by other Party

Each Party acknowledges, represents and warrants to the other that, except as expressly stated in this Agreement or any Confirmation:

- (a) it has not relied on any advice, statement, representation or conduct of any kind by or on behalf of the other Party in relation to any tax (including stamp duty) or accounting issues concerning this Agreement or any transactions effected under it; and
- (b) it has made its own determination as to the tax (including stamp duty) and accounting consequences and treatment of any transaction effected under this Agreement, including (without limitation) of any moneys paid or received or any property transferred or received in connection with any such transaction.

17 Observance of procedures

Each of the Parties hereto agrees that, in taking any action that may be required in accordance with this Agreement, it shall observe strictly the procedures and timetable applied by the Rules (if and to the extent applicable) and, further, shall observe strictly any agreement (oral or otherwise) as to the time for delivery or redelivery of any money, Securities, Equivalent Securities, Collateral or Equivalent Collateral entered into pursuant to this Agreement.

18 Severance

If any provision of this Agreement is declared by any judicial or other competent authority to be void or otherwise unenforceable, that provision shall be severed from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The Agreement shall, however, thereafter be amended by the Parties in such reasonable manner so as to achieve, without illegality, the intention of the Parties with respect to that severed provision.

19 Specific performance

Each Party agrees that, in relation to legal proceedings, it will not seek specific performance of the other Party's obligation to deliver or redeliver Securities, Equivalent Securities, Collateral or Equivalent Collateral, but without prejudice to any other rights it may have.

20 Notices

20.1 **[Effectiveness]** Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under clause 12 or clause 15 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see paragraph 6 in Schedule 1) and will be deemed effective as indicated:

- (a) if in writing and delivered in person or by courier, on the date it is delivered;
- (b) if sent by telex, on the date the recipient's answerback is received;

- (c) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and may be met by a transmission report generated by the sender's facsimile machine);
- (d) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or
- (e) if sent by electronic messaging system, on the date that electronic message is received,

unless the date of that delivery (or attempted delivery) or the receipt, as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

- 20.2 **[Change of Address]** Either Party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

21 Assignment

Neither Party may assign, transfer or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written consent of the other Party.

22 Non-Waiver

No failure or delay by either Party to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege as provided in this Agreement.

23 Time

Time shall be of the essence of the Agreement.

24 Recording

The Parties agree that each may electronically record all telephonic conversations between them.

25 Miscellaneous

- 25.1 **[Entire Agreement]** This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.
- 25.2 **[Amendments]** No amendment in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the Parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.
- 25.3 **[Survival of Obligations]** The obligations of the Parties under this Agreement will survive the termination of any transaction.

- 25.4 **[Remedies Cumulative]** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.
- 25.5 **[Counterparts]** This Agreement (and each amendment in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.
- 25.6 **[Expenses]** A Defaulting Party will, on demand, indemnify and hold harmless the other Party for and against all reasonable out-of-pocket expenses, including legal fees and stamp duty, incurred by such other Party by reason of the enforcement and protection of its rights under this Agreement or by reason of the early termination of any transaction, including, but not limited to, costs of collection.

26 Definitions

In this Agreement:

Act of Insolvency means in relation to either Party:

- (a) its making a general assignment for the benefit of, or entering into a reorganisation, arrangement, or composition with creditors; or
- (b) its admitting in writing that it is unable to pay its debts as they become due; or
- (c) its seeking, consenting to or acquiescing in the appointment of any trustee, administrator, receiver or liquidator or analogous officer of it or any material part of its property; or
- (d) the presentation or filing of a petition in respect of it (other than by the other Party to this Agreement in respect of any obligation under this Agreement) in any court or before any agency alleging or for the bankruptcy, winding-up or insolvency of such Party (or any analogous proceeding) or seeking any reorganisation, arrangement, composition, re-adjustment, administration, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such petition (except in the case of a petition for winding-up or any analogous proceeding in respect of which no such 30 day period shall apply) not having been stayed or dismissed within 30 days of its filing; or
- (e) the appointment of a receiver, administrator, liquidator or trustee or analogous officer of such Party over all or any material part of such Party's property; or
- (f) the convening of any meeting of its creditors for the purpose of considering a compromise or arrangement within Part 5.1 of the Corporations Law of Australia (or any analogous proceeding).

In this definition:

- (g) "liquidator" shall be deemed to include a "provisional liquidator";
- (h) "receiver" shall be deemed to include a "receiver and manager";
- (i) "administrator" shall be deemed to include an "official manager";

- (j) “arrangement” shall be deemed to include a “scheme of arrangement”; and
- (k) “creditors” shall be deemed to include “any class of creditors”.

Agent has the meaning given in clause 14.

Alternative Collateral means Collateral of a Value equal to the Collateral delivered pursuant to clause 6 and provided by way of substitution for Collateral originally delivered or previously substituted in accordance with the provisions of clause 6.5.

Australian Taxpayer means any person other than:

- (a) a Party who is not a resident of Australia for the purposes of the Tax Act (whether that Party is acting as a trustee, nominee or agent or in some other capacity) at the time a Distribution is paid; or
- (b) a Party who is acting in the capacity of trustee, nominee or agent for a person who is not a resident of Australia for the purposes of the Tax Act at the time a Distribution is paid.

Bankers Acceptances has the meaning given in paragraph 1.1(d) in Schedule 1.

Base Currency has the meaning given in paragraph 2 in Schedule 1.

Bid Price, in relation to Equivalent Securities or Equivalent Collateral, means the best available bid price thereof on the most appropriate market in a standard size.

Bid Value, subject to clause 8.5, means:

- (a) in relation to Equivalent Collateral at a particular time:
 - (i) in relation to Collateral type (h) (more specifically referred to in paragraph 1.1 in Schedule 1), the Value thereof as calculated in accordance with paragraph 1.2(d) in Schedule 1;
 - (ii) in relation to all other types of Collateral (more specifically referred to in paragraph 1.1 in Schedule 1), the amount which would be received on a sale of such Collateral at the Bid Price thereof at such time **less** all costs, fees and expenses that would be incurred in connection with selling or otherwise realising such Equivalent Collateral, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out such sale or realisation and adding thereto the amount of any interest, dividends, distributions or other amounts paid to the Lender and in respect of which equivalent amounts have not been paid to the Borrower in accordance with clause 6.7 prior to such time in respect of such Equivalent Collateral or the original Collateral held gross of all and any tax deducted or paid in respect thereof; and
- (b) in relation to Equivalent Securities at a particular time, the amount which would be received on a sale of such Equivalent Securities at the

Bid Price thereof at such time **less** all costs, fees and expenses that would be incurred in connection therewith, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out the transaction.

Borrower, in relation to a particular loan of Securities, means the Borrower as referred to in Recital A of this Agreement.

Borrowing Request means a request which may be oral or in writing in such form as is agreed between the Parties (a written example of which comprises Schedule 2 to this Agreement) by the Borrower to the Lender pursuant to clause 2.1 specifying, as necessary:

- (a) the description, title and amount of the Securities required by the Borrower;
- (b) the description (if other than Australian currency) and amount of any Collateral to be provided;
- (c) the proposed Settlement Date;
- (d) the duration of such loan (if other than indefinite);
- (e) the mode and place of delivery, which shall, where relevant, include the bank, agent, clearing or settlement system and account to which delivery of the Securities and any Collateral is to be made;
- (f) the Margin in respect of the transaction (if different from that stated in Schedule 1 or Schedule 3, as appropriate); and
- (g) the Fee.

Business Day means a day on which banks and securities markets are open for business generally in each place stated in paragraph 5 in Schedule 1 and, in

relation to the delivery or redelivery of any of the following in relation to any loan, in the place(s) where the relevant Securities, Equivalent Securities, Collateral (including Cash Collateral) or Equivalent Collateral are to be delivered.

Cash Collateral means Collateral that takes the form of a deposit of currency.

Close of Business means:

- (a) in relation to any borrowing of Securities or redelivery of Equivalent Securities under this Agreement, the final time on a Business Day at which settlement of the transfer of those Securities can take place in order to constitute good delivery on that day; and
- (b) in relation to the provision of Collateral or return of Equivalent Collateral or the making of any other payment under this agreement, the time at which trading banks close for general banking business in the place in which payment is to be made or Collateral or Equivalent Collateral is to be delivered or redelivered.

Collateral means such securities or financial instruments or deposits of currency as are referred to in paragraph 1.1 in Schedule 1 or any combination

thereof which are delivered by the Borrower to the Lender in accordance with this Agreement and includes the certificates or other documents of title (if any) and transfer in respect of the foregoing (as appropriate), and includes Alternative Collateral.

Confirmation means the Borrowing Request, as it may be amended pursuant to clause 2.2, or other confirming evidence exchanged between the Parties confirming the terms of a transaction.

Defaulting Party has the meaning given in clause 12.

Distribution has the meaning given to that term in section 995-1(1) of the 1997 Tax Act.

Distribution Statement means a statement given in accordance with section 202-80 (as it may be finally amended under section 202-85) of the 1997 Tax Act.

Equivalent Collateral or Collateral equivalent to, in relation to any Collateral provided under this Agreement, means securities, cash or other property, as the case may be, of an identical type, nominal value, description and amount to particular Collateral so provided and shall include the certificates or other documents of title (if any) and transfer in respect of the foregoing (as appropriate). If and to the extent that such Collateral consists of securities that are partly paid or have been converted, subdivided, consolidated, redeemed, made the subject of a takeover, capitalisation issue, rights issue or event similar to any of the foregoing, the expression shall have the following meaning:

- (a) in the case of conversion, subdivision or consolidation the securities into which the relevant Collateral has been converted, subdivided or consolidated **provided that**, if appropriate, notice has been given in accordance with clause 4.2(b);
- (b) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;
- (c) in the case of a takeover, a sum of money or securities, being the consideration or alternative consideration of which the Borrower has given notice to the Lender in accordance with clause 4.2(b);
- (d) in the case of a call on partly paid securities, the paid-up securities **provided that** the Borrower shall have paid to the Lender an amount of money equal to the sum due in respect of the call;
- (e) in the case of a capitalisation issue, the relevant Collateral **together with** the securities allotted by way of a bonus thereon;
- (f) in the case of a rights issue, the relevant Collateral **together with** the securities allotted thereon, **provided that** the Borrower has given notice to the Lender in accordance with clause 4.2(b), and has paid to the Lender all and any sums due in respect thereof;
- (g) in the event that a payment or delivery of Income is made in respect of the relevant Collateral in the form of securities or a certificate which may at a future date be exchanged for securities or in the event of an

option to take Income in the form of securities or a certificate which may at a future date be exchanged for securities, and notice has been given to the Lender in accordance with clause 4.2(b), the relevant Collateral **together with** securities or a certificate equivalent to those allotted; and

- (h) in the case of any event similar to any of the foregoing, the relevant Collateral **together with** or replaced by a sum of money or securities equivalent to that received in respect of such Collateral resulting from such event.

For the avoidance of doubt, in the case of Bankers' Acceptances (Collateral type (d)), Equivalent Collateral must bear dates, acceptances and endorsements (if any) by the same entities as the bill to which it is intended to be equivalent and, for the purposes of this definition, securities are equivalent to other securities where they are of an identical type, nominal value, description and amount and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (as appropriate).

Equivalent Securities means securities of an identical type, nominal value, description and amount to particular Securities borrowed and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (if appropriate). If and to the extent that such Securities are partly paid or have been converted, subdivided, consolidated, redeemed, made the subject of a takeover, capitalisation issue, rights issue or event similar to any of the foregoing, the expression shall have the following meaning:

- (a) in the case of conversion, subdivision or consolidation the securities into which the borrowed Securities have been converted, subdivided or consolidated **provided that** if appropriate, notice has been given in accordance with clause 4.2(b);
- (b) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;
- (c) in the case of a takeover, a sum of money or securities, being the consideration or alternative consideration of which the Lender has given notice to the Borrower in accordance with clause 4.2(b);
- (d) in the case of a call on partly paid securities, the paid-up securities **provided that** the Lender shall have paid to the Borrower an amount of money equal to the sum due in respect of the call;
- (e) in the case of a capitalisation issue, the borrowed Securities **together with** the securities allotted by way of a bonus thereon;
- (f) in the case of a rights issue, the borrowed Securities **together with** the securities allotted thereon, **provided that** the Lender has given notice to the Borrower in accordance with clause 4.2(b), and has paid to the Borrower all and any sums due in respect thereof;
- (g) in the event that a payment or delivery of Income is made in respect of the borrowed Securities in the form of securities or a certificate which may at a future date be exchanged for securities or in the event of an option to take Income in the form of securities or a certificate which

may at a future date be exchanged for securities, and notice has been given to the Borrower in accordance with clause 4.2(b), the borrowed Securities **together with** securities or a certificate equivalent to those allotted; and

- (h) in the case of any event similar to any of the foregoing, the borrowed Securities **together with** or replaced by a sum of money or securities equivalent to that received in respect of such borrowed Securities resulting from such event.

For the purposes of this definition, securities are equivalent to other securities where they are of an identical type, nominal value, description and amount and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (as appropriate).

Event of Default has the meaning given in clause 12.

Fee, in respect of a transaction, means the fee payable by one Party to the other in respect of that transaction under clause 5.

Franked Distribution has the meaning given to that term in section 995-1(1) of the 1997 Tax Act.

Franking Credit has the meaning given to that term in section 995-1(1) of the 1997 Tax Act.

Imputation Benefits has the meaning given to that term in section 204-30(6) (other than paragraph (d) thereof) of the 1997 Tax Act.

Imputation System has the meaning given to that term in section 995-1(1) of the 1997 Tax Act.

Income means any dividends, interest or other distributions of any kind whatsoever with respect to any Securities or Collateral.

Income Determination Period, in relation to a particular loan of Securities, means:

- (a) in relation to the Securities, the period commencing when the Securities cease to be registered in the name of the Lender (or the relevant transferor) upon or before delivery of those Securities under clause 3 and ending when Equivalent Securities are registered in the name of the Lender (or the relevant transferee) upon or following redelivery of those Equivalent Securities under clause 7.1; and
- (b) in relation to Collateral (other than Cash Collateral), the period commencing when the Collateral ceases to be registered in the name of the Borrower (or the relevant transferor) upon or before delivery of that Collateral under clause 6.1 and ending when Equivalent Collateral is registered in the name of the Borrower (or the relevant transferee) upon or following redelivery of that Equivalent Collateral under clause 6.6.

Income Payment Date, in relation to any Securities or Collateral, means the date on which Income is paid in respect of such Securities or Collateral, or, in the case of registered Securities or Collateral, the date by reference to which

particular registered holders are identified as being entitled to payment of Income.

Lender, in relation to a particular loan of Securities, means the Lender as referred to in Recital A of this Agreement.

Margin has the meaning in paragraph 1.3 in Schedule 1.

Nominee means an agent or a nominee appointed by either Party to accept delivery of, hold or deliver Securities, Equivalent Securities, Collateral and/or Equivalent Collateral on its behalf whose appointment has been notified to the other Party.

Non-Defaulting Party has the meaning given in clause 12.

Offer Price, in relation to Equivalent Securities or Equivalent Collateral, means the best available offer price thereof on the most appropriate market in a standard size.

Offer Value, subject to clause 8.5, means:

- (a) in relation to Collateral equivalent to Collateral type (h) (more specifically referred to in paragraph 1.1 in Schedule 1), the Value thereof as calculated in accordance with paragraph 1.2(d) in Schedule 1; and
- (b) in relation to Equivalent Securities or Collateral equivalent to all other types of Collateral (more specifically referred to in paragraph 1.1 in Schedule 1), the amount it would cost to buy such Equivalent Securities or Equivalent Collateral at the Offer Price thereof at such time **plus** all costs, fees and expenses that would be incurred in connection therewith, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out the transaction.

Paid, in relation to a Distribution, includes credited, distributed or issued and like terms are to be construed accordingly.

Parties means the Lender and the Borrower and **Party** shall be construed accordingly.

Performance Date has the meaning given in clause 8.

Posted Collateral has the meaning given in clause 6.2(a)(i).

Principal has the meaning given in clause 14.

Reference Price means:

- (a) in relation to the valuation of Securities, Equivalent Securities, Collateral and/or Collateral equivalent to type (g) or (i) (more specifically referred to in paragraph 1.1 in Schedule 1), such price as is equal to the mid market quotation of such Securities, Equivalent Securities, Collateral and/or Equivalent Collateral as derived from a reputable pricing information service (such as the services provided by SEATS, Bloomberg or Reuters) reasonably chosen in good faith by the Lender or if unavailable the market value thereof as derived from the

prices or rates bid by a reputable dealer for the relevant instrument reasonably chosen in good faith by the Lender, in each case at Close of Business on the previous Business Day; and

- (b) in relation to the valuation of Securities, Equivalent Securities, Collateral and/or Collateral equivalent to Collateral types (b)-(f) (more specifically referred to in paragraph 1.1 in Schedule 1), the market value thereof as derived from the prices or rates bid by a market maker or reputable dealer for the relevant instrument reasonably chosen by the Lender in good faith or, in the absence of such a bid, the average of the rates bid by two leading market makers reasonably chosen in good faith by the Lender in each case at Close of Business on the previous Business Day.

Relevant Payment Date has the meaning given in clause 4.2(a).

Required Collateral Value has the meaning given in clause 6.3.

Rules means the rules for the time being of the Stock Exchange (where either Party is a member of the Stock Exchange) and/or any other regulatory authority whose rules and regulations shall from time to time affect the activities of the Parties pursuant to this Agreement (**provided that** in an Event of Default, where either Party is a member of the Stock Exchange, the Rules and Regulations of the Stock Exchange shall prevail).

Securities means “eligible securities” within the meaning of section 26BC(1) of the 1936 Tax Act which the Borrower is entitled to borrow from the Lender in accordance with the Rules and which may be or are the subject of a loan or provided as Collateral pursuant to this Agreement and such term shall include the certificates or other documents of title (if any) in respect of the foregoing.

Settlement Date means the date upon which Securities are or are to be transferred to the Borrower in accordance with this Agreement.

Standard Settlement Time in relation to a Security means the period of time within which transactions in such Securities are customarily required to be settled.

Stock Exchange means the Australian Stock Exchange Limited.

Tax Act includes:

- (a) the Income Tax Assessment Act 1936 (the “**1936 Tax Act**”);
- (b) the Income Tax Assessment Act 1997 (the “**1997 Tax Act**”); and
- (c) Schedule 1 to the Taxation Administration Act 1953.

Transfer means:

- (a) in relation to Cash, payment or delivery by wire transfer into one or more bank accounts;
- (b) in relation to certificated securities that cannot, or which the Parties have agreed will not, be paid or delivered by book-entry, payment or delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer,

assignments in blank, transfer tax stamps and any other documents necessary to constitute a valid and legally effective transfer to the recipient;

- (c) in relation to securities that must, or which the Parties have agreed will, be paid or delivered by book-entry, initiating the Transfer by the giving of written instructions (including instructions given by telephone, facsimile transmission, telex, e-mail or message generated by an electronic messaging system or otherwise) to the relevant depository institution or other entity specified by the recipient, together with a written copy thereof to the recipient, sufficient if complied with to result in a valid and legally effective transfer of the relevant interest to the recipient.

Transfer of Distribution Statement, in relation to Distributions, means a properly completed document in the form, or substantially in the form, of Appendix 6.27 to the Rules or a properly completed statement in another form which is acceptable for the purposes of section 216-30 of the 1997 Tax Act.

Transferring Party means the Party making or effecting a Transfer to the other Party.

Value at any particular time means, in relation to Securities and Equivalent Securities, the Reference Price thereof then current and in respect of Collateral and/or Equivalent Collateral such worth as determined in accordance with paragraph 1.2 in Schedule 1.

27 Governing Law and Jurisdiction

27.1 **[Governing law]** This Agreement is governed by, and shall be construed in accordance with, the law in force in New South Wales, Australia.

27.2 **[Consent to jurisdiction]** Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales in respect of any dispute in connection with this Agreement.

EXECUTED as an agreement

Schedule 1 Particulars

1 **COLLATERAL** *(see definition in clause 26, and also clause 6)*

1.1. The Parties agree that neither the Lender nor the Borrower shall have any obligation to deliver or deposit any Collateral or any Equivalent Collateral in respect of any Loan and all provisions in the Agreement relating to Alternative Collateral, Cash Collateral, Collateral, Equivalent Collateral, letter of credit, Margin, Posted Collateral, Required Collateral Value and all provisions which are in any way consequential thereon shall have no effect in relation to any Loan; and the Agreement shall for all purposes be read and construed accordingly. In particular:

1.1.1. clauses 3 (*Delivery of Securities*), 4.1 (*Passing of title*), 8.2 (*Netting following occurrence of Event of Default*), 12.1 (*Events of Default*) and 19 (*Specific Performance*) of the Agreement are hereby amended to be applicable only to Securities and Equivalent Securities as if no reference were made to Collateral, Cash Collateral or Equivalent Collateral as the case may be; and

1.1.2. clauses 6 (*Collateral*), 8.1 (*Requirement for simultaneous delivery*) and 11(c) (*Borrower's Warranties*) of the Agreement shall not apply and reference thereto in other paragraphs of the Agreement shall be disregarded.

1.2. The Parties agree that any Loan of Securities under this Agreement shall be documented by way of a master confirmation letter ("**Master Confirmation**") to be delivered by JPMorgan to the Counterparty, as supplemented by transaction supplements thereto (each, a "**Transaction Supplement**").

1.3 Notwithstanding anything else in this Agreement, the obligations of the General Partners are joint and several and where a provision provides for an agreement, obligation, undertaking, covenant, representation or warranty of the Lender, the Borrower or a Party (in the General Partners' capacity as such), such agreement, obligation, undertaking, covenant, representation or warranty shall be assumed or given by the General Partners on a joint and several basis (other than where any provision expressly provides for otherwise). Each General Partner shall be bound by any act of the other General Partner under or in connection with this Agreement (irrespective of whether such other General Partner was aware of such act).

1.4 Neither Borrower nor Lender shall owe the other any obligations pursuant to clause 5 (*Fees*) of the Agreement. Accordingly clause 5 (*Fees*) of the Agreement shall not apply.

2 **BASE CURRENCY** *(see definition in clause 26 and clause 1.6)*

The Base Currency applicable to this Agreement is Australian Dollars.

3 **LENDER'S WARRANTIES** *(see clause 10(d))*

Clause 10(d) shall not apply to J.P. Morgan Securities plc

4 **VOTING** *(see clause 4.3)*

Clause 4.3 ~~does~~/does not* apply.

5 **PLACE OF BUSINESS** *(see definition of "Business Day" in clause 26)*

Sydney.

6 ADDRESS FOR NOTICES AND STATUS OF PARTIES (see clause 20.1)

6.1 Address for notices or communications to J.P. Morgan Securities plc:

Address: 25 Bank Street, Canary Wharf London, E14 5JP, UK

Attention: Robert Nichols / Nicholas Sayers

Facsimile No: +61 2 9220 7736

Telephone No: Robert Nichols +61 2 9003 7731

Nicholas Sayers +61 2 9003 7732

Electronic Messaging System Details: Equity.Finance@jpmorgan.com;
Project_Dash@jpmchase.com ;
aus.markets.legal.notices@jpmorgan.com

which ~~is~~is not * an Australian Taxpayer.

6.2 Address for notices or communications to Counterparty

Address: 52 Central Park Ave, Norwest NSW 2153, Australia

Attention: Mike Cannon-Brookes

Facsimile No: Not Applicable

Telephone No: +61 417 709 741

Electronic Messaging System Details: investments@grok.ventures

which ~~is~~is not * an Australian Taxpayer.

7 COMPENSATION FOR LOSS OF IMPUTATION BENEFITS (see clause 9.2)

Clause 9.2 applies.

8 [Substituted in November 2003 revision.]

8 AGENCY (see clause 14.2(d))

Clause 14 may apply to J.P. Morgan Securities plc: No.

Clause 14 may apply to [•]: ~~Yes~~No*.

*** DELETE ONE ALTERNATIVE**

Schedule 2

**Specimen Form of Borrowing Request (see
clause 2.1 and definition of “Borrowing Request” in
clause 26)**

[Deleted]

Schedule 3**Supplementary Terms and Conditions (if any)**

This Schedule forms part of and amends the Master Securities Lending Agreement (including Schedule 1) to which it is a Schedule, as follows:

- 1 Capitalised words and phrases used in the Agreement and not otherwise defined herein shall have the meaning given to them in the Derivative Confirmation.

2 **Recitals**

Recital A is deleted and replaced by the following:

“In connection with the Derivative Transaction, from time to time the Parties acting through their Designated Offices may enter into transactions in which Counterparty (**Lender**) will transfer to JPMorgan (**Borrower**) certain shares as specified in the Master Confirmation.”

3 **Clause 1.4(b)**

Clause 1.4(b) is deleted and replaced by the following:

“(b) Notwithstanding the use of expressions such as “borrow”, “lend”, “redeliver” etc., which are used to reflect terminology used in the market for transactions of the kind provided for in this Agreement, all right, title and interest in and to Securities “borrowed” or “lent” in accordance with this Agreement (“**title**”) shall pass from Lender to Borrower free and clear of any liens, claims, charges or encumbrances or any other interest of the Lender or of any third party (other than a lien routinely imposed on all securities in a relevant clearing system), the Borrower being obliged to redeliver Equivalent Securities. Each Transfer under this Agreement will be made so as to constitute or result in a valid and legally effective transfer of the Lender’s legal and beneficial title to the Borrower.”

4 **Clause 2.2**

Clause 2.2 is deleted in its entirety and replaced with the following:

“The Parties agree that any Loan of Securities under this Agreement shall be documented by way of a master confirmation letter (“**Master Confirmation**”) to be delivered by Borrower to Lender, as supplemented by transaction supplements thereto (each, a “**Transaction Supplement**”).”

5 **Clause 3**

Clause 3 is amended by inserting “Securities which are provided through a book entry transfer system (such as Austraclear) or” after “in the case of” in the seventh line.

6 **Clause 4.1**

Clause 4.1 is amended by inserting “which are provided through a book entry transfer system or” before “title to which is registered” in the fourth line of the last paragraph.

7 **Clause 4.2**

For the purpose of Clause 4.2, the Relevant Payment Date shall be the Actual Dividend Payment Date(as defined in the Derivative Confirmation).

8 **Clause 4.3**

Clause 4.3 of this Agreement is deleted in its entirety.

9 Clause 6.6

Clause 6.6 is amended by deleting “or RITS” in the second line of paragraph (b).

10 Clause 7.1

Clause 7.1 is deleted and replaced by the following:

The Borrower undertakes to redeliver Equivalent Securities in accordance with this Agreement.

11 Clause 7.2-7.4

Clauses 7.2, 7.3 and 7.4 are deleted.

12 Clause 8.2

Clause 8.2 is amended by adding the following clause 8.2(c):

“(c) In respect of:

(i) an Event of Default or Termination Event in respect of the ISDA, if the Party entitled to designate an Early Termination Date under the ISDA designates such date in accordance with Section 6(a) or 6(b) of the ISDA, the Performance Date will occur on such Early Termination Date; or

(ii) a Cancellation Event, if the Party entitled to terminate or cancel the Derivative Transaction does so in accordance with the terms of the ISDA and the Derivative Confirmation, the Performance Date will occur on the date on which payment is due by one Party to the other pursuant to such terms (the “**Cancellation Payment Date**”).

Any notices required to be given under paragraph 12 (*Event of Default*) of this Agreement will, upon the delivery of a notice under Section 6(a) or 6(b) of the ISDA or any notice in respect of a Cancellation Event, be deemed to have been given with effect from a date such that the Performance Date will occur on the Early Termination Date or Cancellation Payment Date as the case may be.

13 Clause 9.1

Clause 9.1 is deleted and replaced by the following:

“The Borrower hereby undertakes promptly to pay and account for any transfer or similar duties or taxes, and any loan security or other stamp duties (if any) (together, “**Stamp Tax**”) chargeable in connection with any transaction effected pursuant to or contemplated by this Agreement. The Lender shall indemnify and keep indemnified Borrower against any liability for any Stamp Tax which is levied or imposed upon Borrower in connection with any Loan effected pursuant to or contemplated by this Agreement (other than any Stamp Tax that would not be chargeable but for Borrower’s failure to apply for Stamp Tax relief or Borrower’s failure to comply with its obligations under this Agreement).”

14 Clause 10

Clause 10 is amended as follows:

- (a) by deleting “and” at the end of clause 10(d);
- (b) by deleting “.” at the end of clause 10(e) and replacing it with “; and”;
- (c) by adding the following clause 10(f):

“(f) it is not relying on any communication (whether oral or written, except for the express representations, warranties, covenants, undertakings and agreements set forth in the Agreement and this Schedule 3) of the other Party or any Agent as advice, warranties or representations, and it has obtained such independent professional tax, accounting, regulatory, legal and financial advice as it has deemed necessary.”

15 Clause 12

Clause 12 is amended as follows:

- (a) by deleting clauses 12.1(a), 12.1(b), 12.1(d), 12.1(g) and 12.1(h);
- (b) by inserting “undertakings,” after the word “any” in the first line of clause 12.1(e);
- (c) by deleting “or” at the end of clause 12.1(h) and “.” at the end of clause 12.1(i); and
- (d) by inserting new clauses 12.1(j) to (m):
 - “(j) the Borrower failing to redeliver Equivalent Securities in accordance with this Agreement.”
 - (k) an “Event of Default” in respect of a Party under the ISDA. That Party shall be the Defaulting Party and the other Party shall be the Non-Defaulting Party. This Event of Default will take effect from the date designated as the Early Termination Date in respect of such Event of Default in accordance with Section 6(a) of the ISDA;
 - (l) a “Termination Event” in respect of a Party or both Parties under the ISDA. Where there is only one Affected Party under the Termination Event, that Party shall be the Defaulting Party and the other Party shall be the Non-Defaulting Party. Where there are two Affected Parties under the Termination Event, the Counterparty shall be the Defaulting Party and JPMorgan shall be the Non-Defaulting Party. This Event of Default will take effect from the date designated as the Early Termination Date in respect of such Termination Event in accordance with Section 6(b) of the ISDA; and
 - (m) a Cancellation Event. The Party with the right to terminate or cancel a Transaction under the ISDA as a result of the Cancellation Event will be the Non-Defaulting Party, provided if such party is the “Calculation Agent” (as defined in the ISDA), the Non-Defaulting Party shall be JPMorgan. The other Party will be the Defaulting Party.”; and
- (e) Clause 12.2 is amended by deleting and replacing it with the following:

“**[Obligation of each Party to notify its Event of Default]** Each Party shall notify the other in writing (the “Notice”) if an event occurs, which would constitute an Event of Default in relation to it with the giving of notice (where applicable). The Notice must set forth the nature of such default and the steps being taken by it to remedy such default.”

16 Clause 15

Clause 15 is deleted.

17 Clause 25

Clause 25 is amended by adding a new subparagraph 25.7 which reads as follow:

“25.7 The parties acknowledge and agree that (i) to the extent that prior to the date hereof both parties have adhered to the 2018 ISDA U.S. Resolution Stay Protocol (the “Protocol”), the terms of the Protocol are incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a Protocol Covered Agreement, J.P. Morgan Securities Australia Limited (“J.P. Morgan”) shall be deemed a Regulated Entity and the other entity that is a party to this Agreement (“Counterparty”) shall be deemed an Adhering Party; (ii) to the extent that prior to the date hereof the parties have executed a separate agreement the effect of which is to amend the qualified financial contracts between them to conform with the requirements of the QFC Stay Rules (the “Bilateral Agreement”), the terms of the Bilateral Agreement are incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a Covered Agreement, J.P. Morgan shall be deemed a Covered Entity and Counterparty shall be deemed a Counterparty Entity; or (iii) if clause (i) and clause (ii) do not apply, the terms of Section 1 and Section 2 and the related defined terms (together, the “Bilateral Terms”) of the form of bilateral template entitled “Full-Length Omnibus (for use between U.S. G-SIBs and Corporate Groups)” published by ISDA on November 2, 2018 (currently available on the 2018 ISDA U.S. Resolution Stay Protocol page at www.isda.org and, a copy of which is available upon request), the effect of which is to amend the qualified financial contracts between the parties thereto to conform with the requirements of the QFC Stay Rules, are hereby incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a “Covered Agreement,” J.P. Morgan shall be deemed a “Covered Entity” and Counterparty shall be deemed a “Counterparty Entity.” In the event that, after the date of this Agreement, both parties hereto become adhering parties to the Protocol, the terms of the Protocol will replace the terms of this paragraph. In the event of any inconsistencies between this Agreement and the terms of the Protocol, the Bilateral Agreement or the Bilateral Terms (each, the “QFC Stay Terms”), as applicable, the QFC Stay Terms will govern. Terms used in this paragraph without definition shall have the meanings assigned to them under the QFC Stay Rules. For purposes of this paragraph, references to “this Agreement” include any related credit enhancements entered into between the parties or provided by one to the other. In addition, the parties agree that the terms of this paragraph shall be incorporated into any related covered affiliate credit enhancements, with all references to J.P. Morgan replaced by references to the covered affiliate support provider.

“*QFC Stay Rules*” means the regulations codified at 12 C.F.R. 252.2, 252.81–8, 12 C.F.R. 382.1-7 and 12 C.F.R. 47.1-8, which, subject to limited exceptions, require an express recognition of the stay-and-transfer powers of the FDIC under the Federal Deposit Insurance Act and the Orderly Liquidation Authority under Title II of the Dodd Frank Wall Street Reform and Consumer Protection Act and the override of default rights related directly or indirectly to the entry of an affiliate into certain insolvency proceedings and any restrictions on the transfer of any covered affiliate credit enhancements.

18 Clause 26

Clause 26 is amended by:

- (a) “Act of Insolvency” is amended by replacing the words “Corporations Law of Australia” in paragraph (f) with the words “*Corporations Act 2001* (Cth)”;
- (b) deleting the definition of “Borrowing Request” and all provisions which are in any way consequential thereon shall have no effect in relation to any Loan;
- (c) deleting and replacing “agreement” with “Agreement” in the second line of paragraphs (b) of the definition of “Close of Business”;
- (d) inserting the following definitions:

“**Cancellation Event** means any event (other than an Event of Default or Termination Event, each as defined in ISDA) giving a Party the right to terminate or cancel a Transaction under the ISDA (including without limitation any provision related to disruption events).”

“**Close-Out Event** means the occurrence of an Event of Default, Termination Event, Cancellation Event or any other event or circumstance, however described, which (i) entitles a Party to terminate a Transaction; (ii) causes automatically the termination of a Transaction; or (iii) with the giving of notice or the lapse of time or both, would entitle a Party to terminate a Transaction or cause automatically the termination of a Transaction.”

“**Close-out and Netting Provisions** means in relation to this Agreement, paragraphs 8.2 and 8.3 (as amended by this Schedule 3) and in relation to the ISDA, Section 6(e).”

“**Derivative Confirmation**” means a confirmation evidencing the terms of a loan and equity collar transaction referencing the shares of AGL Energy Limited (and such transaction being the “**Derivative Transaction**”). The Derivative Confirmation supplements, forms part of and is subject to an agreement in the form of a 2002 ISDA Master Agreement (the “**ISDA**”).

“**Master Agreement** means either this Agreement or the ISDA, in each case as supplemented by the terms of each Master Confirmation and Transaction Supplement or the Derivative Confirmation (as applicable).”

“**Net Termination Amount** means, in relation to a Master Agreement, the net balance payable by one Party to the other under such Master Agreement, following the occurrence of a Close-out Event in relation to either Party or as the case may be, both Parties, under the applicable Close-out and Netting Provisions;

“**Transaction** means a transaction governed by the ISDA”;

- (d) deleting and replacing “Australian Stock Exchange Limited” with “Australian Securities Exchange Limited” in the definition of “**Stock Exchange**”.

19 Clause 28

The following new clause 28 is inserted:

“28. Payment and Settlement Set-off:

- (a) If, on any date, amounts payable in the same currency under each Master Agreement or in respect of one or more Transactions thereunder by each Party to the other (including without limitation, any Early Termination Amount determined under and as defined in the ISDA), then, on such date, each Party’s obligation to pay any such amount will be set-off against the other Party’s payment obligation to pay such amount such that if the aggregate amount payable by one Party exceeds the aggregate amount payable by the other Party, the obligations of each Party in respect of these payments will be fully discharged by the Party by whom the larger aggregate amount would have been payable paying to the other Party the excess of the larger aggregate amount over the smaller aggregate amount.
- (b) If, on any date, securities are deliverable in respect of one or more Transactions by each Party to the other, then, on such date, each Party’s obligation to deliver such securities will be set-off against the other Party’s obligation to deliver such securities such that if the aggregate number of such securities deliverable by one Party exceeds the aggregate number deliverable by the other Party, the obligations of each Party in respect of those deliveries will be fully discharged by the Party by whom the larger aggregate number would have been deliverable delivering to the other Party securities in a number equal to the excess of the larger aggregate number over the smaller aggregate number.
- (c) Each payment and delivery obligation of each Party under each Transaction is subject to the condition precedent that no Event of Default or Potential Event of Default under the ISDA with respect to the other party has occurred and is continuing in respect of that Party (whether or not in respect of the same Transaction).”

20 Clause 29

The following new clause 29 is inserted:

“29. Termination:

- (a) Without prejudice to clause 12 of the Agreement, prior to the relevant Scheduled Termination Date (as set out in the Master Confirmation), each Loan may only be terminated (in whole or in part) by Borrower, at any time by procuring the Delivery of Equivalent Securities to the Secured Securities Account (as defined in the Master Confirmation) and Lender shall accept such Delivery.
- (b) The Parties agree and acknowledge that each delivery by Borrower to Lender of Equivalent Securities shall be allocated to the then outstanding Loan(s) with the earliest Settlement Date(s) on a first in, first out basis.
- (c) Following any termination in part of any Loan, any part of that Loan that is not terminated shall continue in accordance with its terms and the Quantity (as defined in the Master Confirmation), where applicable, in respect of that Loan will be reduced to reflect such termination in part.”

21 Clause 30

The following new clause 30 is inserted:

“30. Delivery Notice:

Prior to the termination of a Loan pursuant to clause 29 above or on the Scheduled Termination Date, upon request by Borrower, Lender shall provide to Borrower written notice (which notice may be provided by email) (the “**Delivery Notice**”) confirming that no event described in (A) Section 5(a)(vii) (Bankruptcy) of the ISDA or (B) the definition of “Act of Insolvency” (as amended by this Schedule 3) has occurred or is continuing with respect to Lender.

The Delivery Notice must be delivered to Borrower no later than the date which is five (5) Business Days prior to the Scheduled Termination Date.”

22 **Clause 31**

The following new clause 31 is inserted:

“31. The Derivative Confirmation:

If JPMorgan makes any determination under, adjustment to, amendment of or decision in respect of the Derivative Transaction in its role as Calculation Agent, then JPMorgan may, acting in good faith and in a commercially reasonable manner, make any corresponding or related determination under, adjustment to, amendment of or decision in respect of this Agreement and the terms of any Loan (including, without limitation, any additional payment obligation or any adjustment to any actual or contingent payment or delivery obligation under this Agreement) as JPMorgan determines in good faith and in a commercially reasonable manner is appropriate in view of such determination under, adjustment to, amendment of or decision in respect of the Derivative Transaction, provided that:

- (a) prior to making such determination under, adjustment to, amendment of or decision in respect of this Agreement or any relevant Loan, JPMorgan shall consult with the Counterparty in good faith regarding such determination, adjustment, amendment or decision, provided that if JPMorgan and Counterparty are unable to reach an agreement as to the relevant determination, adjustment, amendment or decision within two Business Days from the date that JPMorgan contacts (or attempts to contact, as the case may be) Counterparty regarding such consultation (including, for the avoidance of doubt, in the case of JPMorgan being unable to contact, or not receiving any response from, the Counterparty by the end of the two-Business Day period), JPMorgan shall have the right to make any determination under, adjustment to, amendment of or decision in respect of this Agreement and the terms of any Loan as it determines in good faith and in a commercially reasonable manner is appropriate; and
- (b) after making any such determination under, adjustment to, amendment of or decision in respect of this Agreement or any relevant Loan, JPMorgan shall provide the Counterparty with reasonable details relating to such determination, adjustment, amendment or decision.”

23 **Clause 32**

The following new clause 32 is inserted:

“32. Set Off of Net Termination Amounts:

- 34.1 If following the occurrence or deemed occurrence of a Close-Out Event, a Net Termination Amount falls to be calculated in respect of both Master Agreements then:

- (a) notwithstanding any other provisions of the relevant Master Agreements, the Net Termination Amount payable in respect of each Master Agreement will be due and payable on the later of (i) the date when such amount falls due and payable pursuant to the Master Agreement under which such Net Termination Amount arises and (ii) the date when the relevant Net Termination Amount falls due pursuant to the other Master Agreement; and
- (b) if a Net Termination Amount is due by each Party, such Net Termination Amounts will be set off against each other and only the balance (the "**Net Sum**") will be payable by the Party from whom the larger Net Termination Amount is due.

34.2 The Net Sum payable by one Party to the other Party will be paid in the Base Currency by close of business on the due date determined in accordance with this Clause 34. Any such amount which is not paid on the due date will bear interest at the Default Rate (as defined in the ISDA) for each day for which such amount remains unpaid. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. Interest to be paid in accordance with this provision will be capitalised if due for a period in excess of one year."

24 **Clause 33**

The following new clause 33 is inserted:

"33. Limitation of liability:

- (a) CBC Co Pty Limited ("**Trustee**") enters into and performs this Agreement and the transactions it contemplates only as trustee of the Trust, except where expressly stated otherwise. This applies also in respect of any past and future conduct (including omissions) relating to this Agreement or those transactions.
- (b) Under and in connection with this Agreement and those transactions and conduct:
 - (i) Trustee's liability (other than any liability arising from the Trustee's gross negligence, wilful default and/or fraud) is limited to the extent it can be satisfied out of the assets of the Trust. Trustee need not pay any such liability out of other assets;
 - (ii) another party may only do the following with respect to Trustee (but any resulting liability remains subject to the limitations in this clause):
 - (A) prove and participate in, and otherwise benefit from, any form of insolvency administration of Trustee but only with respect to Trust assets;
 - (B) exercise rights and remedies with respect to Trust assets, including set-off;
 - (C) enforce its security (if any) and exercise contractual rights; and
 - (D) bring any other proceedings against Trustee, seeking relief or orders that are not inconsistent with the limitations in this clause

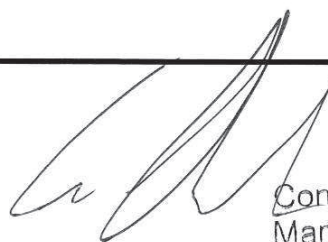
and may not:

- (E) bring other proceedings against Trustee;
 - (F) take any steps to have Trustee placed into any form of insolvency administration (but this does not prevent the appointment of a receiver, or a receiver and manager, in respect of Trust assets); or
 - (G) seek by any means (including set-off) to have a liability of Trustee to that party (other than any liability arising from the Trustee's gross negligence, wilful default and/or fraud) satisfied out of any assets of Trustee other than Trust assets.
- (c) Paragraphs (a) and (b) apply despite any other provision in this Agreement but do not apply with respect to any liability of the Trustee to another party:
- (i) to the extent that Trustee has no right or power to have Trust assets applied towards satisfaction of that liability, or its right or power to do so is subject to a deduction, reduction, limit or requirement to make good, in either case because Trustee's behaviour was beyond power or improper in relation to the Trust (including due to Trustee's gross negligence, wilful default and/or fraud); or
 - (ii) under any provision which expressly binds Trustee other than as trustee of the Trust (whether or not it also binds it as trustee of the Trust).
- (d) The limitation in paragraph (b)(i) is to be disregarded for the purposes (but only for the purposes) of the rights and remedies described in paragraph (b)(ii), and interpreting this Agreement and any security for it, including determining the following:
- (i) whether amounts are to be regarded as payable (and for this purpose damages or other amounts will be regarded as payable if they would have been owed had a suit or action barred under paragraph (b)(ii) been brought);
 - (ii) the calculation of amounts owing; or
 - (iii) whether a breach or default has occurred,
- but any resulting liability will be subject to the limitations in this clause.

Execution page

SIGNED by J.P. Morgan Securities plc
by its duly authorised representative

)
)
)



Conor Richardson
Managing Director

.....
Signature of authorised representative

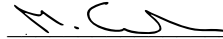
CONOR RICHARDSON

.....
Name of authorised representative

Counterparty

Signed for and on behalf of the **GALIPEA PARTNERSHIP** by its general partners:

Executed by **CBC CO PTY LIMITED** in its capacity as trustee for **CANNON-BROOKES HEAD TRUST (as partner under the Galipea Partnership)** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its director:



Signature of Michael Alexander
Cannon-Brookes who states that he is
the sole director and sole company
secretary of **CBC CO PTY
LIMITED** as trustee for **CANNON-
BROOKES HEAD TRUST (as
partner under the Galipea
Partnership)**

Executed by **FERONIELLA PTY LIMITED**
(as partner under the Galipea Partnership)
in accordance with section 127(1) of the
Corporations Act 2001 (Cth) by authority of its
director and company secretary:



Signature of director

CATHERINE MANUEL

Name of director (block letters)



Signature of company secretary

KEVIN CHIU

Name of company secretary (block
letters)

ANNEX I

This Annex I forms a part of the Australian Master Securities Lending Agreement dated as of [REDACTED]
between J.P. Morgan Securities plc and [REDACTED].

Information Statement in accordance with Article 15 of the Securities Financing Transactions Regulation

This Information Statement is provided for information purposes only and does not amend or supersede the express terms of any Transaction, Collateral Arrangement or any rights or obligations you may have under applicable law, create any rights or obligations, or otherwise affect your or our liabilities and obligations.

1. Introduction

You have received this Information Statement because you have entered into or may hereafter enter into one or more title transfer collateral arrangements or security collateral arrangements containing a right of use (together, "**Collateral Arrangements**") with us.

This Information Statement has been prepared to comply with Article 15 of the Securities Financing Transactions Regulation by informing you of the general risks and consequences that may be involved in consenting to a right of use of collateral provided under a security collateral arrangement or of concluding a title transfer collateral arrangement ("**Re-use Risks and Consequences**"). The information required to be provided to you pursuant to Article 15 of the Securities Financing Transactions Regulation relates only to Re-use Risks and Consequences, and so this Information Statement does not address any other risks or consequences that may arise as a result of your particular circumstances or as a result of the terms of particular Transactions.

This Information Statement is not intended to be, and should not be relied upon as, legal, financial, tax, accounting or other advice. Unless otherwise expressly agreed in writing, we are not providing you with any such legal, financial, tax, accounting or other advice and you should consult your own advisors for advice on consenting to a right of use of collateral provided under a security collateral arrangement or on concluding a title transfer collateral arrangement, including the impact on your business and the requirements of, and results of, entering into any Transaction.

In this Information Statement:

- "we", "our", "ours" and "us" refer to the provider of this Information Statement that may conduct Transactions with you (or, where we are acting on behalf of another person, including where that person is an affiliate, that person);
- "you", "your" and "yours" refer to each of the persons to which this Information Statement is delivered or addressed in connection with entering into, continuing, executing or agreeing upon the terms of Transactions with us (or, where you are acting on behalf of other persons, each of those persons);
- "right of use" means any right we have to use, in our own name and on our own account or the account of another counterparty, financial instruments received by us by way of collateral under a security collateral arrangement between you and us;

- "Securities Financing Transactions Regulation" means Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 (as amended from time to time);
- "Transaction" means a transaction entered into, executed or agreed between you and us under which you agree to provide financial instruments as collateral, either under a security collateral arrangement or under a title transfer collateral arrangement;
- "financial instruments", "security collateral arrangement" and "title transfer collateral arrangement" have the meaning given to those terms in the Securities Financing Transactions Regulation. These are set out in Appendix 1 for reference.

2. Re-use Risks and Consequences

- a) Where you provide financial instruments to us under a title transfer collateral arrangement or if we exercise a right of use in relation to any financial instruments that you have provided to us by way of collateral under a security collateral arrangement containing a right of use, we draw your attention to the following Re-use Risks and Consequences:
 - i. your rights, including any proprietary rights that you may have had, in those financial instruments will be replaced by an unsecured contractual claim for delivery of equivalent financial instruments subject to the terms of the relevant Collateral Arrangement;
 - ii. those financial instruments will not be held by us in accordance with client asset rules, and, if they had benefited from any client asset protection rights, those protection rights will not apply (for example, the financial instruments will not be segregated from our assets and will not be held subject to a trust);
 - iii. in the event of our insolvency or default under the relevant agreement your claim against us for delivery of equivalent financial instruments will not be secured and will be subject to the terms of the relevant Collateral Arrangement and applicable law and, accordingly, you may not receive such equivalent financial instruments or recover the full value of the financial instruments (although your exposure may be reduced to the extent that you have liabilities to us which can be set off or netted against or discharged by reference to our obligation to deliver equivalent financial instruments to you);
 - iv. in the event that a resolution authority exercises its powers under any relevant resolution regime in relation to us any rights you may have to take any action against us, such as to terminate our agreement, may be subject to a stay by the relevant resolution authority and:
 - a) your claim for delivery of equivalent financial instruments may be reduced (in part or in full) or converted into equity; or

-
- b) a transfer of assets or liabilities may result in your claim on us, or our claim on you, being transferred to different entities

although you may be protected to the extent that the exercise of resolution powers is restricted by the availability of set-off or netting rights;

- v. as a result of your ceasing to have a proprietary interest in those financial instruments you will not be entitled to exercise any voting, consent or similar rights attached to the financial instruments, and even if we have agreed to exercise voting, consent or similar rights attached to any equivalent financial instruments in accordance with your instructions or the relevant Collateral Arrangement entitles you to notify us that the equivalent financial instruments to be delivered by us to you should reflect your instructions with respect to the subject matter of such vote, consent or exercise of rights, in the event that we do not hold and are not able to readily obtain equivalent financial instruments, we may not be able to comply (subject to any other solution that may have been agreed between the parties);
- vi. in the event that we are not able to readily obtain equivalent financial instruments to deliver to you at the time required: you may be unable to fulfil your settlement obligations under a hedging or other transaction you have entered into in relation to those financial instruments; a counterparty, exchange or other person may exercise a right to buy-in the relevant financial instruments; and you may be unable to exercise rights or take other action in relation to those financial instruments;
- vii. subject to any express agreement between you and us, we will have no obligation to inform you of any corporate events or actions in relation to those financial instruments;
- viii. you will not be entitled to receive any dividends, coupon or other payments, interests or rights (including securities or property accruing or offered at any time) payable in relation to those financial instruments, although the express written terms of the relevant Collateral Arrangement or Transaction may provide for you to receive or be credited with a payment by reference to such dividend, coupon or other payment (a "manufactured payment");
- ix. the provision of title transfer collateral to us, our exercise of a right of use in respect of any financial collateral provided to us by you and the delivery by us to you of equivalent financial instruments may give rise to tax consequences that differ from the tax consequences that would have otherwise applied in relation to the holding by you or by us for your account of those financial instruments;
- x. where you receive or are credited with a manufactured payment, your tax treatment may differ from your tax treatment in respect of the original dividend, coupon or other payment in relation to those financial instruments.

-
- b. Where we provide you with clearing services (whether directly as a clearing member or otherwise), we draw your attention to the following additional Re-use Risks and Consequences:
- i. if we are declared to be in default by an EU central counterparty ("EU CCP") the EU CCP will try to transfer ("**port**") your transactions and assets to another clearing broker or, if this cannot be achieved, the EU CCP will terminate your transactions;
 - ii. in the event that other parties in the clearing structure default (e.g., a central counterparty, a custodian, settlement agent or any clearing broker that we may instruct) you may not receive all of your assets back and your rights may differ depending on the law of the country in which the party is incorporated (which may not necessarily be English law) and the specific protections that that party has put in place;
 - iii. in some cases a central counterparty may benefit from legislation which protects actions it may take under its default rules in relation to a defaulting clearing member (e.g., to port transactions and related assets) from being challenged under relevant insolvency law.

Appendix 1

Defined terms for the purposes of the Securities Financing Transactions Regulation:

"financial instrument" means the instruments set out in Section C of Annex I to Directive 2014/65/EU on markets in financial instruments, and includes without limitation:

- 1) Transferable securities;
- 2) Money-market instruments;
- 3) Units in collective investment undertakings.

"title transfer collateral arrangement" means an arrangement, including repurchase agreements, under which a collateral provider transfers full ownership of financial collateral to a collateral taker for the purpose of securing or otherwise covering the performance of relevant financial obligations.

"security collateral arrangement" means an arrangement under which a collateral provider provides financial collateral by way of security in favour of, or to, a collateral taker, and where the full ownership of the financial collateral remains with the collateral provider when the security right is established.



Australian Securities Lending Association Limited

(ACN 054 944 482)
Level 18, 20 Bond Street
Sydney NSW 2000
Tel: (02) 9220 1413
Fax: (02) 9220 1379

Coversheet to

AUSTRALIAN MASTER SECURITIES LENDING AGREEMENT*

(Version: November 2003)

dated as of:

Between: J.P. Morgan Securities plc

And: *The original (Version: 4 April 1997) version of this agreement was adapted from the ISLA Overseas Securities Lender's Agreement (Version: December 1995, as amended by 1996 UK Tax Addendum), prepared by Clifford Chance, London, England for use by parties required to meet UK Inland Revenue tax requirements. The 4 April 1997 version has been updated in December 2002 and November 2003 to take account of, among other things, intervening Australian tax, stamp duty and regulatory changes, and also to better reflect Australian market practice.*

* *The original and updated versions of this agreement are both also subject to the "Warning and Disclaimer" on the coversheet to the original (Version: 4 April 1997) and updated (Version: November 2003) "User's Guide" relating to this agreement.*

© m
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Telephone (02) 9296 2000
Fax (02) 9296 3999
DX 113 Sydney
Ref: JCK

Contents	Australian Master Securities Lending Agreement	Page No
1	Interpretation	3
2	Loans of Securities	4
3	Delivery of Securities	5
4	Title, Distributions and Voting	5
5	Fees	7
6	Collateral	7
7	Redelivery of Equivalent Securities	10
7A	Suspended Securities	11
8	Set-off etc.	12
9	Stamp duty, taxes etc and loss of tax benefits	13
10	Lender's warranties	17
11	Borrower's warranties	17
12	Events of Default	18
13	Outstanding payments	19
14	Transactions entered into as agent	19
15	Termination of course of dealings by notice	20
16	No reliance on tax or accounting representations by other Party	21
17	Observance of procedures	21
18	Severance	21
19	Specific performance	21
20	Notices	21
21	Assignment	22
22	Non-Waiver	22
23	Time	22
24	Recording	22
25	Miscellaneous	22
26	Definitions	23
27	Governing Law and Jurisdiction	31
Schedule 1	Particulars	32
Schedule 2	Specimen Form of Borrowing Request (see clause 2.1 and definition of "Borrowing Request" in clause 26)	34
Schedule 3	Supplementary Terms and Conditions (if any)	35

To: Galipea Partnership (ABN 43 843 920 211) (by its general partners CBC Co Pty Limited (ACN 108 337 104) as trustee for the Cannon-Brookes Head Trust (ABN 59 100 394 562) and Feroniella Pty Limited (ABN 15 647 086 628)) ("**you**")

From: J.P. Morgan Securities Plc ("JPMorgan")

Re: Securities Loan on AGL Energy Limited

Date: 17 May 2022

Dear Sirs

Master Confirmation for Securities Loan

The purpose of this letter (the "**Master Confirmation**") is to set forth the terms and conditions of the above-referenced securities lending transactions entered into between you and JPMorgan on each Trade Date specified below (each such transaction, a "**Loan**").

This Master Confirmation supplements, forms a part of and is subject to the Australian Master Securities Lending Agreement dated as of 02 May 2022 as amended and supplemented from time to time, between you and JPMorgan including the supplemental terms and conditions contained in the schedule thereto (the "**Agreement**").

The confirmation applicable to each Loan, which shall constitute a "confirmation" for the purposes of the Agreement, shall consist of this Master Confirmation as supplemented by the trade details applicable to such Loan and set forth in a transaction supplement (each, a "**Transaction Supplement**").

All provisions contained in, or incorporated by reference to, the Agreement shall govern this Master Confirmation and each Transaction Supplement except as expressly modified below. Notwithstanding anything to the contrary, in the event of any inconsistency between the provisions of the Agreement, this Master Confirmation and a Transaction Supplement, this Master Confirmation, as supplemented by the related Transaction Supplement, will govern for the purposes of each relevant Loan. In this Master Confirmation and each Transaction Supplement, defined words and expressions shall have the same meaning as in the Agreement unless otherwise defined in this Master Confirmation, in which case for the avoidance of doubt, terms used in this Master Confirmation shall take precedence over terms used in the Agreement.

Notwithstanding anything contained in paragraph 3 of the Agreement, this Master Confirmation, as supplemented by each relevant Transaction Supplement, shall record the terms of each relevant Loan confirmed hereunder and shall supersede and prevail over any previous agreement or understanding with respect to each such Loan, whether oral, electronic or otherwise in writing.

Lender agrees that, upon a request to do so by Borrower at a time while the Derivative Transaction is outstanding, if Borrower determines in its sole discretion that (a) the Hedging Party (as defined in the Derivative Confirmation) would incur a rate to borrow AGL Shares (as defined below) in respect of the Derivative Transaction that is greater than 0.50% or (b) there isn't sufficient liquidity for AGL Shares for the Hedging Party to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Derivative Transaction, the Lender shall enter into a Loan with Borrower in respect of ordinary shares of AGL Energy Limited (Bloomberg Code: AGL AU; ISIN: AU000000AGL7) ("**AGL Shares**"). Each such Loan shall be entered into automatically on the day of such request by the delivery of a Transaction Supplement from Borrower to Lender with no further action being required by either Party. Lender agrees that it shall take all steps required by Borrower in order

to effect the delivery to Borrower of the relevant number of AGL Shares specified in such Transaction Supplement.

Lender agrees that if it has failed to deliver Loaned Securities when required under the terms of a Loan, it shall pay within one Business Day of a demand from Borrower and hold harmless Borrower with respect to all reasonable losses, costs and expenses incurred in connection with the failure to deliver.

The Parties agree that the aggregate number of Loaned Securities under the outstanding Loans from time to time shall not exceed the Maximum Number of Securities. For this purpose, the "**Maximum Number of Securities**" means, at any time, a number of Securities that is determined by Borrower in its sole and absolute discretion as being the lesser of (a) equal to the Total Number of Shares (as defined in the Derivative Confirmation) and (b) (x) the number of Shares that would require JPMorgan to give a notice to the Treasurer under section 81 of the Foreign Acquisitions and Takeovers Act 1975 (Cth) ("**FATA**") minus (y) one.

The parties acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, JPMorgan shall not have any right to request borrow of any Share (a "**Restricted Share**") to the extent that the existence of such right to borrow in respect of that Restricted Share would require JPMorgan to give a notice to the Treasurer under section 81 of the FATA and all rights and obligations under this Agreement must be read down such that JPMorgan does not "acquire" any "interest" in each case within the meaning of FATA in any Restricted Share or have any right to have any Restricted Share transferred to it or to any of its "associates" (within the meaning of FATA) and the parties agree that no right to borrow or right to request the borrow of any Restricted Share exist.

General Terms

Lender:	You
Borrower:	JPMorgan
Calculation Agent:	JPMorgan
Loaned Securities:	AGL Shares
Trade Date:	The date of the related Transaction Supplement
Scheduled Termination Date:	In relation to any Loan, the date that JPMorgan determines that no amount is or may become payable pursuant to the ISDA in respect of the Derivative Confirmation
Quantity:	The number of "Relevant Shares" as set out in the related Transaction Supplement
Borrower's Securities Account details:	
As notified by the Borrower from time to time	
Lender's Securities Account details:	
As notified by the Lender from time to time	
Lender's Cash Account details:	
As notified by the Lender from time to time	

Additional Provisions

The Agreement is hereby amended in respect of each Loan as follows:

1. Term of each Loan:

Without prejudice to clause 29 (Termination) as set out in Schedule 3 to the Agreement, the term of each relevant Loan shall commence on the related Settlement Date and terminates on the date which is the earliest to occur of:

- (a) the Scheduled Termination Date;
- (b) the date determined in accordance with the Agreement following the occurrence of an Event of Default; and
- (c) the date, as determined in accordance with clause 33 (Set Off of Net Termination Amount) to the Agreement, following the occurrence of an Event of Default or Termination Event in respect of the ISDA or a Cancellation Event.

This Master Confirmation and any non-contractual obligations arising in relation to the Master Confirmation are governed by, and shall be construed in accordance with, the law in force in New South Wales, Australia.

Please signify your agreement to the above terms and conditions by signing and dating the attached copy of this Master Confirmation and returning it to J.P. Morgan Securities Plc.

Yours faithfully

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

CONOR RICHARDSON

MANAGING DIRECTOR

For and on behalf of

J.P. MORGAN SECURITIES PLC

We hereby agree to be bound by the terms and conditions set out in this Master Confirmation.

Counterparty

Signed for and on behalf of the **GALIPEA PARTNERSHIP** by its general partners:

Executed by **CBC CO PTY LIMITED**
in its capacity as trustee for **CANNON-
BROOKES HEAD TRUST (as
partner under the Galipea
Partnership)** in accordance with section
127(1) of the *Corporations Act 2001*
(Cth) by authority of its director:



Signature of Michael Alexander
Cannon-Brookes who states that he
is the sole director and sole company
secretary of **CBC CO PTY
LIMITED** as trustee for **CANNON-
BROOKES HEAD TRUST (as
partner under the Galipea
Partnership)**

Executed by **FERONIELLA PTY
LIMITED (as partner under the
Galipea Partnership)** in accordance with
section 127(1) of the *Corporations Act
2001* (Cth) by authority of its director and
company secretary:



Signature of director

CATHERINE MANUEL

Name of director (block letters)



Signature of company secretary

KEVIN CHIU

Name of company secretary (block
letters)