Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To: Company Name/Scheme: Pilbara Minerals Limited

ACN/ARSN: 112 425 788

1. Details of substantial holder

Name: Mitsubishi UFJ Financial Group, Inc.

The holder ceased to be a substantial holder on: 4 December 2024
The previous notice was given to the company on: 6 December 2024
The previous notice was dated: 6 December 2024
The holder became aware on: 6 December 2024

2. 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	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
See annexure A to this notice					

3. Changes in association

The persons who have become associates of, ceased to be associates of, or have changed the nature of their association 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

4. Addresses

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

Name	Address
Mitsubishi UFJ Financial Group, Inc.	1-4-5, Marunouchi, Chiyoda-ku, Tokyo 100-8330, Japan

5. Signature

Dated 9 December 2024

Hidetoshi Fuwa Authorised signatory

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This is annexure A of 7 pages referred to in Form 605, Notice of ceasing to be a substantial holder dated 9 December 2024

Hidetoshi Fuwa Authorised signatory Dated 9 December 2024

Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	6,292.00	2,600 Fully Paid ordinary shares	2600
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	122,500.00	50,000 Fully Paid ordinary shares	50000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	120,267.60	48,495 Fully Paid ordinary shares	48495
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	11,809.00	4,900 Fully Paid ordinary shares	4900
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	121,626.89	50,000 Fully Paid ordinary shares	50000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	17,760.76	7,279 Fully Paid ordinary shares	7279
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	73,800.00	30,000 Fully Paid ordinary shares	30000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	76,788.00	31,600 Fully Paid ordinary shares	31600
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Borrow Returned by an entity controlled by Morgan Stanley - see Annexure B	N/A	539,631 Fully Paid ordinary shares	539631
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Borrow Returned by an entity controlled by Morgan Stanley - see Annexure B	N/A	34,795,163 Fully Paid ordinary shares	34795163
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Collateral Returned by an entity controlled by Morgan Stanley - see Annexure B	N/A	856,061 Fully Paid ordinary shares	856061
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	5,337.60	2,224 Fully Paid ordinary shares	2224
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	1,965.60	819 Fully Paid ordinary shares	819
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	173,887.20	72,453 Fully Paid ordinary shares	72453
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	91.75	37 Fully Paid ordinary shares	37
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	26,329.60	10,880 Fully Paid ordinary shares	10880
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	30,880.44	12,708 Fully Paid ordinary shares	12708
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	25,810.32	10,492 Fully Paid ordinary shares	10492
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	1,798.94	748 Fully Paid ordinary shares	748
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	4,210.49 (USD)	2,727 Fully Paid ordinary shares	2727
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	74,100.00	30,000 Fully Paid ordinary shares	30000

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4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	50,227.40	20,585	Fully Paid ordinary shares	20585
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	38,809.52	15,649	Fully Paid ordinary shares	15649
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	5,094.10	2,105	Fully Paid ordinary shares	2105
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	60,250.00	25,000	Fully Paid ordinary shares	25000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	72,614.40	29,280	Fully Paid ordinary shares	29280
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	32,585.00	13,300	Fully Paid ordinary shares	13300
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	40,428.36	16,569	Fully Paid ordinary shares	16569
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	10,176.10	4,205	Fully Paid ordinary shares	4205
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	2,441,320.00	1,000,000	Fully Paid ordinary shares	1000000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	15,162.16	6,214	Fully Paid ordinary shares	6214
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	1,234.33	509	Fully Paid ordinary shares	509
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	3,732.40	1,505	Fully Paid ordinary shares	1505
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	1,219.08	504	Fully Paid ordinary shares	504
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	102,357.60	42,649	Fully Paid ordinary shares	42649
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	7,003.46	2,906	Fully Paid ordinary shares	2906
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	60,250.00	25,000	Fully Paid ordinary shares	25000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	87,429.60	36,429	Fully Paid ordinary shares	36429
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	27,765.60	11,569	Fully Paid ordinary shares	11569
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	48,600.00	20,000	Fully Paid ordinary shares	20000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	2,619.67	1,087	Fully Paid ordinary shares	1087
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	26,673.88	11,068	Fully Paid ordinary shares	11068
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	94,375.20	39,323	Fully Paid ordinary shares	39323
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	2,137.67	887	Fully Paid ordinary shares	887
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	51,732.00	21,555	Fully Paid ordinary shares	21555
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	24,200.00	10,000	Fully Paid ordinary shares	10000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	46,096.48	18,892	Fully Paid ordinary shares	18892
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	56,829.35	23,677	Fully Paid ordinary shares	23677
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	44,148.24	18,168	Fully Paid ordinary shares	18168
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	42,093.85	17,287	Fully Paid ordinary shares	17287

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4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	1,500.72	624	Fully Paid ordinary shares	624
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	21,884.36	8,969	Fully Paid ordinary shares	8969
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	3,735.00	1,500	Fully Paid ordinary shares	1500
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	11,331.82	4,702	Fully Paid ordinary shares	4702
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	11,421.00	4,700	Fully Paid ordinary shares	4700
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	37,887.61	15,721	Fully Paid ordinary shares	15721
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	3,354.44	1,389	Fully Paid ordinary shares	1389
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	78,593.55	32,079	Fully Paid ordinary shares	32079
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Purchase of securities by an entity controlled by Morgan Stanley	4,820.00	2,000	Fully Paid ordinary shares	2000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	23,327.75	9,541	Fully Paid ordinary shares	9541
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	6,055.85	2,487	Fully Paid ordinary shares	2487
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	131,992.74	54,318	Fully Paid ordinary shares	54318
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	7,956.84	3,261	Fully Paid ordinary shares	3261
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	134,286.66	55,262	Fully Paid ordinary shares	55262
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	285,104.24	116,846	Fully Paid ordinary shares	116846
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	30,233.00	12,340	Fully Paid ordinary shares	12340
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	15,775.98	6,413	Fully Paid ordinary shares	6413
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	7,261.92	2,952	Fully Paid ordinary shares	2952
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	263,971.37	106,871	Fully Paid ordinary shares	106871
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	48,394.85	19,816	Fully Paid ordinary shares	19816
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	4,704.32	1,928	Fully Paid ordinary shares	1928
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	10,914.12	4,473	Fully Paid ordinary shares	4473
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	12,982.04	5,288	Fully Paid ordinary shares	5288
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	7,158.06	2,898	Fully Paid ordinary shares	2898
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	2,295.43	935	Fully Paid ordinary shares	935
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	258,859.49	105,873	Fully Paid ordinary shares	105873
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	13,216.77	5,439	Fully Paid ordinary shares	5439
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	23,899.80	9,795	Fully Paid ordinary shares	9795
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	7,585.20	3,096	Fully Paid ordinary shares	3096

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4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	17,682.68	7,247 Fully Paid ordinary shares	7247
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	31,145.28	12,635 Fully Paid ordinary shares	12635
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	5,280.86	2,138 Fully Paid ordinary shares	2138
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	100,499.94	41,358 Fully Paid ordinary shares	41358
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	9,645.65	3,937 Fully Paid ordinary shares	3937
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	45,023.15	18,490 Fully Paid ordinary shares	18490
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	3,935.72	1,613 Fully Paid ordinary shares	1613
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	8,398.60	3,428 Fully Paid ordinary shares	3428
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	10,412.16	4,224 Fully Paid ordinary shares	4224
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	1,134.35	463 Fully Paid ordinary shares	463
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	3,360.30	1,380 Fully Paid ordinary shares	1380
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	108,024.99	44,182 Fully Paid ordinary shares	44182
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	7,013.46	2,851 Fully Paid ordinary shares	2851
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	3,762.48	1,542 Fully Paid ordinary shares	1542
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	312,077.36	127,639 Fully Paid ordinary shares	127639
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	24,486.84	9,954 Fully Paid ordinary shares	9954
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	11,362.73	4,591 Fully Paid ordinary shares	4591
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	33,190.15	13,547 Fully Paid ordinary shares	13547
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	586.67	238 Fully Paid ordinary shares	238
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	12,623.27	5,121 Fully Paid ordinary shares	5121
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	10,030.30	4,094 Fully Paid ordinary shares	4094
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	3,539.94	1,439 Fully Paid ordinary shares	1439
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	22,244.16	9,024 Fully Paid ordinary shares	9024
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	119,440.70	48,851 Fully Paid ordinary shares	48851
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	3,547.48	1,445 Fully Paid ordinary shares	1445
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	699,536.25	287,875 Fully Paid ordinary shares	287875
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	24,714.55	10,255 Fully Paid ordinary shares	10255
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	232,404.59	95,053 Fully Paid ordinary shares	95053
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	257.58	106 Fully Paid ordinary shares	106

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4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	1,851.66	762	Fully Paid ordinary shares	762
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	31,495.20	12,829	Fully Paid ordinary shares	12829
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	422.12	173	Fully Paid ordinary shares	173
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	51,837.12	21,072	Fully Paid ordinary shares	21072
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	735,443.45	300,181	Fully Paid ordinary shares	300181
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	1,678.25	685	Fully Paid ordinary shares	685
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	19,703.19	7,977	Fully Paid ordinary shares	7977
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	31,647.83	12,787	Fully Paid ordinary shares	12787
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	3,682.71	1,494	Fully Paid ordinary shares	1494
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	81,106.20	32,970	Fully Paid ordinary shares	32970
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	235,963.20	95,920	Fully Paid ordinary shares	95920
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	131,047.90	53,380	Fully Paid ordinary shares	53380
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	467,318.82	189,967	Fully Paid ordinary shares	189967
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	77,692.05	32,185	Fully Paid ordinary shares	32185
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	417.35	170	Fully Paid ordinary shares	170
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	54,764.91	22,537	Fully Paid ordinary shares	22537
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	22,261.94	9,068	Fully Paid ordinary shares	9068
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	61,104.95	24,890	Fully Paid ordinary shares	24890
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	48,600.00	20,000	Fully Paid ordinary shares	20000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	12,647.39	5,194	Fully Paid ordinary shares	5194
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	170,509.98	69,313	Fully Paid ordinary shares	69313
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	61,668.56	25,274	Fully Paid ordinary shares	25274
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	13,803.30	5,634	Fully Paid ordinary shares	5634
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	5,489.37	2,259	Fully Paid ordinary shares	2259
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	25,778.97	10,458	Fully Paid ordinary shares	10458
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	9,881.38	4,025	Fully Paid ordinary shares	4025
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	13,687.44	5,564	Fully Paid ordinary shares	5564
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	940.80	384	Fully Paid ordinary shares	384
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	16,638.36	6,819	Fully Paid ordinary shares	6819

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4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	5,050.80	2,070 Fully Paid ordinary shares	2070
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	5,995.02	2,437 Fully Paid ordinary shares	2437
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	137,401.92	56,544 Fully Paid ordinary shares	56544
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	85,400.00	35,000 Fully Paid ordinary shares	35000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	19,427.85	7,995 Fully Paid ordinary shares	7995
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	9,451.75	3,850 Fully Paid ordinary shares	3850
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	16,275.60	6,576 Fully Paid ordinary shares	6576
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	21,642.80	8,870 Fully Paid ordinary shares	8870
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	4,236.90	1,740 Fully Paid ordinary shares	1740
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	41,968.43	17,165 Fully Paid ordinary shares	17165
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	110,250.00	45,000 Fully Paid ordinary shares	45000
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	82,870.83	33,894 Fully Paid ordinary shares	33894
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	8,841.96	3,587 Fully Paid ordinary shares	3587
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	21,405.87	8,809 Fully Paid ordinary shares	8809
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	18,161.85	7,413 Fully Paid ordinary shares	7413
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	132,794.90	54,202 Fully Paid ordinary shares	54202
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	7,346.84	3,011 Fully Paid ordinary shares	3011
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	65,199.24	26,721 Fully Paid ordinary shares	26721
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	10,820.79	4,453 Fully Paid ordinary shares	4453
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	40,312.02	16,387 Fully Paid ordinary shares	16387
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	16,570.17	6,819 Fully Paid ordinary shares	6819
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	37,180.16	14,992 Fully Paid ordinary shares	14992
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	21,347.56	8,749 Fully Paid ordinary shares	8749
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	5,410.79	2,213 Fully Paid ordinary shares	2213
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	3,852.36	1,566 Fully Paid ordinary shares	1566
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	83,559.46	34,316 Fully Paid ordinary shares	34316
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	7,303.22	2,987 Fully Paid ordinary shares	2987
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	91,015.65	37,455 Fully Paid ordinary shares	37455
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	41,224.55	16,930 Fully Paid ordinary shares	16930

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4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	862.65	355 Fully Paid ordinary shares	355
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	3,814.65	1,557 Fully Paid ordinary shares	1557
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	26,667.62	10,907 Fully Paid ordinary shares	10907
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	44,660.87	18,118 Fully Paid ordinary shares	18118
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	7,070.70	2,886 Fully Paid ordinary shares	2886
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	32,267.97	13,279 Fully Paid ordinary shares	13279
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	405,251.10	166,770 Fully Paid ordinary shares	166770
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	3,025.75	1,235 Fully Paid ordinary shares	1235
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	60,895.08	24,957 Fully Paid ordinary shares	24957
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	39,734.18	16,185 Fully Paid ordinary shares	16185
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	11,736.40	4,810 Fully Paid ordinary shares	4810
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	39,589.44	16,192 Fully Paid ordinary shares	16192
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	7,392.30	3,005 Fully Paid ordinary shares	3005
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	17,782.72	7,288 Fully Paid ordinary shares	7288
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	5,928.60	2,410 Fully Paid ordinary shares	2410
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	469.96	193 Fully Paid ordinary shares	193
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	11,992.16	4,976 Fully Paid ordinary shares	4976
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	3,623.28	1,488 Fully Paid ordinary shares	1488
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	497,745.36	203,994 Fully Paid ordinary shares	203994
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	240.57	99 Fully Paid ordinary shares	99
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	231,591.15	95,305 Fully Paid ordinary shares	95305
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	1,544.20	629 Fully Paid ordinary shares	629
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	15,764.96	6,445 Fully Paid ordinary shares	6445
4/12/2024	Mitsubishi UFJ Financial Group, Inc.	Sale of securities by an entity controlled by Morgan Stanley	575.91	237 Fully Paid ordinary shares	237

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This is annexure B of 7 pages referred to in Form 605, Notice of ceasing to be a substantial holder dated 9 December 2024

Hidetoshi Fuwa Authorised signatory Dated 9 December 2024

The below schedules are based on the relevant standard agreements. The entity filing the report will, if requested by the company or responsible entity to whom the prescribed form must be given or ASIC, give a copy of the agreement to the company, responsible entity or ASIC.

Schedule	
Type of Agreement	Australian Master Securities Lending Agreement
Parties to agreement	Morgan Stanley Australia Securities Limited and BNP PARIBAS
Transfer Date	20241125; 20241203;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail 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.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail 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.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established and on the basis of the Relevant Values so established, an account shall be taken of what is due from each Party to the other and 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.	

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and BLACKROCK COLLECTIVE INVESTMENT FUNDS-ISHARES PACIFIC EX JAPAN EQUITY INDEX FUND (UK)
Transfer Date	20240730;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail The Lender is entitled to terminate a Loan and to 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 on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.	

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and JPMORGAN CHASE BANK, N.A.
Transfer Date	20230706; 20230710; 20230801; 20230802; 20230803; 20230804; 20230807; 20230809; 20230810; 20230811; 20230814; 20230815; 20230816; 20230817; 20230822; 20230823; 20230824; 20230828; 20230829; 20230830; 20230831; 20230901; 20230904; 20230915; 20230918; 20230920; 20230925; 20230926; 20230927; 20230928; 20230929; 20231023; 20231025; 20231027; 20231030; 20231031; 20231102; 20231109; 20231127; 20231206; 20240108; 20240110; 20240116; 20240118; 20240122; 20240125; 20240129; 20240130; 20240131; 20240201; 20240208; 20240209; 20240213; 20240216; 20240227; 20240229; 20240305; 20240308; 20240312; 20240313; 20240319; 20240320; 20240322; 20240325; 20240327; 20240328; 20240402; 20240403; 20240408; 20240411; 20240412; 20240416; 20240430; 20240529; 20240531; 20240603; 20240604; 20240612; 20240614; 20240618; 20240621; 20240624; 20240702; 20240704; 20240729; 20240808; 20240812; 20240813; 20240814; 20240819; 20240821; 20240822; 20240823; 20240826; 20240828; 20240829; 20240830; 20240902; 20240913; 20241007; 20241014; 20241023; 20241105; 20241111; 20241114; 20241121;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail The Lender is entitled to terminate a Loan and to 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 on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.	

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Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.	

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and PUBLIC EMPLOYEES RETIREMENT ASSOCIATION OF COLORADO
Transfer Date	20240821; 20241018; 20241023; 20241203;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail The Lender is entitled to terminate a Loan and to 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 on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.	

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM
Transfer Date	20241203;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail The Lender is entitled to terminate a Loan and to 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 on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.	

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and SCHRODER INTERNATIONAL SELECTION FUND
Transfer Date	20240110; 20240112; 20240115; 20240118; 20240131; 20240207; 20240301; 20240304; 20240416; 20240417; 20240423; 20240424; 20240522; 20240604; 20240606; 20240612; 20240613; 20240617; 20240618; 20240619; 20240704; 20240729; 20240801; 20240806; 20240814; 20240815; 20240819; 20240823; 20240902; 20240906; 20241010; 20241017; 20241023; 20241029; 20241129; 20241204;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail The Lender is entitled to terminate a Loan and to 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 on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.	

Schedule	
Type of Agreement	Master Securities Loan Agreement
Parties to agreement	Morgan Stanley & Co. LLC, MS Securities Services Inc. and JPMORGAN CHASE BANK, N.A.
Transfer Date	20230829; 20230830; 20230831; 20230901; 20230907; 20230915; 20230918; 20240305; 20240319; 20240624; 20240722; 20240729; 20240919; 20241007; 20241107;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
Will the securities be returned on settlement?	Yes/~~No~~

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If yes, detail any exceptions Upon the occurrence of a Default entitling the Lender to terminate all Loans, the Lender has the right to purchase a like amount of Loaned Securities, to sell any Collateral and to apply and set off the Collateral and any proceeds thereof against the payment of the purchase price for such Replacement Securities. In the event the Lender exercises such rights, the Borrower's obligation to return a like amount of the Loaned Securities shall terminate.

Schedule	
Type of Agreement	Master Securities Loan Agreement
Parties to agreement	Morgan Stanley & Co. LLC, MS Securities Services Inc. and STATE STREET BANK AND TRUST COMPANY
Transfer Date	20230829; 20230830; 20230831; 20230901; 20230904; 20230906; 20230914; 20230915; 20230918; 20230926; 20231108; 20231123; 20231214; 20231220; 20240119; 20240124; 20240131; 20240209; 20240223; 20240307; 20240308; 20240311; 20240625; 20240815; 20240828; 20240830; 20240923; 20241007; 20241204;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions Upon the occurrence of a Default entitling the Lender to terminate all Loans, the Lender has the right to purchase a like amount of Loaned Securities, to sell any Collateral and to apply and set off the Collateral and any proceeds thereof against the payment of the purchase price for such Replacement Securities. In the event the Lender exercises such rights, the Borrower's obligation to return a like amount of the Loaned Securities shall terminate.	

Schedule	
Type of Agreement	Master Securities Loan Agreement
Parties to agreement	Morgan Stanley & Co. LLC, MS Securities Services Inc. and THE BANK OF NEW YORK MELLON
Transfer Date	20241202; 20241203; 20241204;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail Either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. The termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice, which date shall, unless Borrower and Lender agree to the contrary, be the third Business Day following such notice.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions Upon the occurrence of a Default entitling the Lender to terminate all Loans, the Lender has the right to purchase a like amount of Loaned Securities, to sell any Collateral and to apply and set off the Collateral and any proceeds thereof against the payment of the purchase price for such Replacement Securities. In the event the Lender exercises such rights, the Borrower's obligation to return a like amount of the Loaned Securities shall terminate.	

Schedule	
Type of Agreement	Australian Master Securities Lending Agreement
Parties to agreement	Morgan Stanley Australia Securities Limited and CITIBANK NA
Transfer Date	20240819; 20240820; 20240826; 20240909; 20241007; 20241008; 20241009; 20241028; 20241029; 20241106; 20241113; 20241114; 20241128; 20241204;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail 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.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail 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.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations shall be accelerated so as to require performance thereof at the time such Event of Default occurs. In such event the Relevant Value of the Securities to be delivered by each Party shall be established and on the basis of the Relevant Values so established, an account shall be taken of what is due from each Party to the other and 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.	

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and GFL INTERNATIONAL CO., LIMITED
Transfer Date	20241003;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	

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Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail The Lender is entitled to terminate a Loan and to 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 on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.	

Schedule	
Type of Agreement	Global Master Securities Lending Agreement
Parties to agreement	Morgan Stanley & Co. International plc and STATE STREET BANK AND TRUST COMPANY
Transfer Date	20240115; 20240126; 20240424; 20240528; 20240603; 20240618; 20240704; 20240712; 20240807; 20240814; 20240816; 20240821; 20240822; 20240826; 20240902; 20240903; 20240904; 20240905; 20240909; 20240910; 20240913; 20241008; 20241011; 20241015; 20241016; 20241017; 20241018; 20241025; 20241030; 20241031; 20241106; 20241107; 20241114; 20241126; 20241127; 20241128;
Holder of Voting Rights	Borrower
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail The Borrower is entitled at any time to terminate a Loan and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail The Lender is entitled to terminate a Loan and to 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 on the exchange or in the clearing organisation through which the Loaned Securities were originally delivered.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions If the Borrower does not redeliver Equivalent Securities in accordance with the Agreement, the Lender may by written notice to Borrower terminate the Loan forthwith and the Parties' delivery and payment obligations in respect thereof.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and GLENEAGLE ASSET MANAGEMENT LIMITED AS RESPONSIBLE ENTITY FOR INDIAN PACIFIC FUND
Transfer Date	20241203;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co. LLC on behalf of all Morgan Stanley entities and customer FORTRESS MULTI-MANAGER MASTER FUND, L.P.
Transfer Date	20241204;
Holder of Voting Rights	Morgan Stanley
Are there any restrictions on voting rights?	No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes
If yes, detail Morgan Stanley may return rehypothecated shares at any time.	
Does the lender have the right to recall early?	Yes
If yes, detail The customer may recall shares from Morgan Stanley at any time.	
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions In the ordinary course of business, securities will be returned to customers. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral, including rehypothecated securities, for the purpose of arriving at a single closeout amount. In such a default scenario, Morgan Stanley may do an actual or deemed sale of the rehypothecated securities.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and ARROW MERCURY MASTER FUND
Transfer Date	20241204;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.	
Does the lender have the right to recall early?	Yes/~~No~~

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If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and CHANNEL INVESTMENT MANAGEMENT LIMITED AS RESPONSIBLE ENTITY FOR CC SAGE CAPITAL ABSOLUTE RETURN FUND
Transfer Date	20241203;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and BOYU CAPITAL OPPORTUNITIES MASTER FUND
Transfer Date	20241204;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	Default
Parties to agreement	Morgan Stanley & Co. International plc and AK JENSEN LIMITED
Transfer Date	20241106;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	~~Yes/~~No
If yes, detail The borrower may return shares at any time.	
Does the lender have the right to recall early?	~~Yes/~~No
If yes, detail The lender may recall shares from the borrower at any time.	
Will the securities be returned on settlement?	~~Yes/~~No
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and EAST SEA OPPORTUNITIES FUND
Transfer Date	20241204;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

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Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and CHANNEL INVESTMENT MANAGEMENT LIMITED AS RESPONSIBLE ENTITY FOR CC SAGE CAPITAL EQUITY PLUS FUND
Transfer Date	20241203;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and AUSBIL INVESTMENT MANAGEMENT LIMITED AS RESPONSIBLE ENTITY FOR AUSBIL GLOBAL RESOURCES FUND
Transfer Date	20241203;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and EQUITY TRUSTEES LIMITED AS TRUSTEE FOR ARROW MARKET NEUTRAL FUND
Transfer Date	20241203;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	International Prime Brokerage Agreement
Parties to agreement	Morgan Stanley & Co. International plc for itself and as agent and trustee for and on behalf of the other Morgan Stanley Companies and COASTER ABC SERVICES PTY LTD AS TRUSTEE FOR ARROW FUND
Transfer Date	20241203;
Holder of Voting Rights	Prime broker has the right to vote securities rehypothecated from the Client.
Are there any restrictions on voting rights?	~~Yes/~~No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes/~~No~~
If yes, detail Prime broker may return shares which were rehypothecated from the client at any time.	
Does the lender have the right to recall early?	Yes/~~No~~
If yes, detail Prime broker will be required to return to the client shares rehypothecated from the client's account upon a sale of those shares by the client.	
Will the securities be returned on settlement?	Yes/~~No~~
If yes, detail any exceptions Upon an Event of Default, the default market value of all Equivalent Securities to be delivered will be determined and on the basis of the amounts so established, an account shall be taken of what is due from each party to the other. The amounts due from one party shall be set off against the amounts due from the other party and only the balance of the account shall be payable.	

Schedule	
Type of Agreement	Customer Prime Broker Account Agreement
Parties to agreement	Morgan Stanley & Co. LLC on behalf of all Morgan Stanley entities and customer ATOM MASTER FUND L.P.

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Transfer Date	20241204;
Holder of Voting Rights	Morgan Stanley
Are there any restrictions on voting rights?	No
If yes, detail Not applicable	
Scheduled Return Date (if any)	Open
Does the borrower have the right to return early?	Yes
If yes, detail Morgan Stanley may return rehypothecated shares at any time.	
Does the lender have the right to recall early?	Yes
If yes, detail The customer may recall shares from Morgan Stanley at any time.	
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions In the ordinary course of business, securities will be returned to customers. Upon a customer Event of Default, Morgan Stanley has the right to set off obligations owed to the customer against obligations of the customer to Morgan Stanley and to foreclose on any collateral, including rehypothecated securities, for the purpose of arriving at a single closeout amount. In such a default scenario, Morgan Stanley may do an actual or deemed sale of the rehypothecated securities.	

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EXECUTION VERSION

Date: 2 October 2024

To: GFL International Co., Limited, a private company incorporated with limited liability under the laws of Hong Kong and having its registered office at Room 2408B, 24/F, Tower One, Lippo Centre, 89 Queensway, Hong Kong with unique business identifier 58149412 ("**Counterparty**")

From: Morgan Stanley & Co. International plc ("**Bank**")

Subject: Equity collar transaction referencing the ordinary shares of Pilbara Minerals Limited (ASX code: PLS)

Dear Sir or Madam:

The purpose of this communication (this "**Confirmation**") is to set forth the terms and conditions of the Transaction entered into on the Trade Date specified below (the "**Transaction**") between Bank and Counterparty (each a "**Party**" and together the "**Parties**").

This communication constitutes a "Confirmation" as referred to in the Agreement specified below.

This Confirmation is subject to, and incorporates, 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**"), each as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"). The Transaction shall constitute, for the purposes of the 2006 Definitions, a "Swap Transaction", and, for the purposes of the Equity Definitions, a "Share Option Transaction" as though each Tranche (as defined below) were a separate "Share Option Transaction". 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 this Confirmation and the Definitions or the Agreement, this Confirmation will govern.

This Confirmation evidences a complete and binding agreement between Bank and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall supplement, form a part of, and be subject to an agreement in the form of the ISDA 2002 Master Agreement (the "**ISDA Form**") as if Bank and Counterparty had executed an agreement in such form with the amendments and the elections in the Schedule as agreed in Schedule 1 to this Confirmation (the ISDA Form together with Schedule 1, the "**Agreement**") on the Trade Date, as amended from time to time.

All provisions contained in, or incorporated by reference to, the Agreement will govern this Confirmation except as expressly modified herein.

The Transaction shall be the only Transaction governed by the Agreement, unless otherwise agreed by the parties in writing prior to agreeing the terms of any such further Transaction.

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Bank and Counterparty each represents that (and such representation each constituting an Additional Representation for the purposes of Section 3 of the Agreement being made on the Trade Date and on the date of this Confirmation): (a) all internal consents, authorisations and resolutions required by it, and all internal policies and procedures applicable to it, in each case in connection with its entry into the Transaction Documents and performance of its obligations thereunder, have been obtained and complied with ; (b) it is entering into the Transaction Documents on arm's length terms, it is not relying on the other Party in connection with its decision to enter into the Transaction Documents, and neither Party is acting as an advisor to or fiduciary of the other Party in connection with the Transaction Documents regardless of whether the other Party provides it with market information or its views; (c) it understands the risks of the Transaction and any other transaction contemplated under the Transaction Documents and any legal, regulatory, tax, accounting and economic consequences resulting therefrom; (d) it has determined based upon its own judgment and upon any advice received from its own professional advisors as it has deemed necessary to consult that entering into the Transaction Documents is appropriate for such Party in light of its financial capabilities and objectives; and (e) upon due execution and delivery of this Confirmation, it will constitute a legally valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable principles of bankruptcy and creditors' rights generally and to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law).

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	2 October 2024
Effective Date:	The date falling two (2) Currency Business Days following the Hedge Period End Date.
Hedge Period:	The period from (and including) the Trade Date to (and including) the date falling on the Hedge Period End Date.
Hedge Period End Date:	The earlier to occur of: (a) the Hedge Period Cut-off Date; and (b) the first date by which the Hedging Party has established the Applicable Hedge Positions. Bank shall notify Counterparty in writing upon the occurrence of the Hedge Period End Date.
Hedge Period Cut-off Date:	The date falling eight Scheduled Trading Days following the Trade Date (or such other date as the parties may agree in writing), provided that if a Disrupted Day occurs during the Hedge Period, Bank may, by written notice to Counterparty, postpone the Hedge Period Cut-off Date by one Scheduled Trading Day for each such Disrupted Day, subject to a maximum of 8 Scheduled Trading Days.
Conditions Precedent:	The Transaction shall not come into effect, and neither party shall have any rights or obligations hereunder, unless Bank has notified Counterparty in writing that it is satisfied that the conditions specified in "Conditions Precedent" set out below have been met on or prior to the Trade Date (or such later date

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	as the parties may agree in writing) or it has waived any such condition. Bank shall give such written notification to Counterparty promptly upon determining that it is so satisfied or of any waiver of a condition (as the case may be).
Shares:	Ordinary shares of the Issuer.
Issuer:	Pilbara Minerals Limited (ASX code: PLS), a public company incorporated with limited liability under the laws of Australia with Australian Company Number 112 425 788.
Exchange:	Australian Securities Exchange ("**ASX**") or any successor to such exchange or quotation system.
Related Exchange(s):	All Exchanges
Initial Price:	AUD 3.16
Transaction Costs:	The amount of any Taxes and Stamp Taxes (without regard to any refund, credit or any other benefit, exemption or reduction in relation to any taxes may arise under an applicable tax treaty or any relevant laws or arrangements) and any other properly documented and reasonably incurred fees and expenses (including any costs of execution but excluding any legal fees or brokerage commissions) expressed in AUD withheld from or paid or otherwise incurred by the Hedging Party in connection with its establishment of the Applicable Hedge Positions, as determined by Bank in good faith and in a commercially reasonable manner. As of the Trade Date, the Transaction Costs are expected to be as follows: (a) Taxes: zero; (b) Stamp taxes: zero; (c) fees and expenses: zero. For the avoidance of doubt, the Transaction Costs set out in sub-paragraphs (a) to (c) above are indicative only and may be subject to changes after the Trade Date. The Hedging Party shall notify Counterparty in writing as soon as reasonably practicable if the amount of Transaction Costs changes during the Hedge Period.
Applicable Hedge Positions:	The Hedge Positions that Bank determines, in good faith and in a commercially reasonable manner, are necessary as at the Hedge Period End Date to hedge, through such Hedge Positions alone, Bank's position in entering into and performing its obligations with respect to the Transaction.

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Total Number of Shares:	The number of Shares as set forth in the Transaction Supplement, provided that the Total Number of Shares shall not exceed the Maximum Total Number of Shares.
Maximum Total Number of Shares:	52,700,986
Individual Tranche:	Each of the Call Options and the Put Options in the Transaction will be divided into a number of individual tranches that is equal to the Number of Tranches, as specified in the Transaction Supplement (each a "**Tranche**") each with the terms set forth in this Confirmation as supplemented by the Transaction Supplement. To the extent expressly provided for in this Confirmation, the exercise of rights under, and payments and deliveries required to be made in respect of, the Transaction will be determined separately for each Tranche, as if it were a separate Transaction under this Agreement. For all other purposes under the Agreement (including, without limitation, Sections 5 and 6 of the Agreement), the Tranches, together, will be treated as one Transaction.
Tranche Group:	All Tranches are categorised into two groups (each, a "**Tranche Group**"), as specified in the Transaction Supplement.
Number of Tranches:	As specified in the Transaction Supplement.
Number of Options:	With respect to each Tranche, the Total Number of Shares divided by the Number of Tranches, rounded to the nearest integer, as determined by the Calculation Agent. The parties acknowledge and agree that the Calculation Agent may apply such rounding as it determines appropriate to ensure that the aggregate of the Number of Options for all Tranches for the Transaction equals the Total Number of Shares.
Option Entitlement:	In respect of each Option comprised in each Tranche, one Share per Option.
Business Days:	Sydney, Hong Kong and Beijing.
VWAP:	In respect of any Exchange Business Day, the volume-weighted average price per Share in AUD (excluding opening auctions, closing auctions, odd lots trades, off exchange trades and block trades) published by or derived from Bloomberg Screen VWAP with Custom Condition code "Normal Trade" (or any successor page) in respect of the period of 10:00 am to 4:00 pm (in the time zone of the Exchange) as of such Exchange Business Day. In the event such information is not available on such Bloomberg page (or any successor page) promptly following the Scheduled Closing Time of the Exchange on the relevant Exchange Business Day for any reason or is manifestly erroneous, the price as determined by the Calculation Agent.

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AUD:	Means the lawful currency of Australia from time to time.
Transaction Supplement:	A supplement to this Confirmation substantially in the form set out in Annex 1 hereto setting out certain details relating to each Tranche and delivered by Bank to Counterparty. The terms and conditions specified in a Transaction Supplement shall be determined by Bank by reference to the Applicable Hedge Positions in good faith and in a commercially reasonable manner and shall, in the absence of manifest error, be effective and binding on Counterparty from the date it is effectively delivered by Bank to Counterparty. In the event of any inconsistency between a Transaction Supplement and this Confirmation, the Transaction Supplement shall govern.
GMSLA:	A Global Master Securities Lending Agreement (Version: January 2010) dated on or about the date hereof, as amended and supplemented by the Schedule attached thereto (the "**Stock Loan Appendix**") and one or more confirmations (each a "**Stock Loan Confirmation**") relating to loans of securities between Bank as "Borrower" and Counterparty as "Lender". The GMSLA and each Stock Loan Confirmation shall constitute a "Confirmation" for the purposes of the Agreement and shall supplement, form a part of, and be subject to, the Agreement. For the avoidance of doubt, the Global Master Securities Lending Agreement (Version: January 2010) (as amended and supplemented by the Schedule thereto) shall not constitute a separate agreement between the Parties. The parties acknowledge and agree that the loans of securities under the GMSLA and each Stock Loan Confirmation relate to the same parcel of Shares that are the subject of the Transaction.
Share Transfer:	Counterparty irrevocably and unconditionally agrees to enter into a stock loan facility up to the Maximum Total Number of Shares to Bank under the GMSLA at any time (and from time to time) during the period from (and including) the Trade Date to (and including) the final Settlement Date or final Cash Settlement Payment Date (whichever is applicable) (the "**Stock Loan Facility**"). Counterparty irrevocably and unconditionally authorises Bank to, and Bank may (notwithstanding any instruction from Counterparty to the Custodian to the contrary) apply (or instruct the Custodian to apply) all or any portion of the Shares held with the Custodian to discharge Counterparty's obligations to make any deliveries pursuant to the Stock Loan Facility.
Settlement Condition Failure:	If Physical Settlement would cause either Party (the "**Relevant Party**") to contravene the FATA, that settlement or termination (and Bank's obligations under this Agreement (including, without limitation, the GMSLA)) will be conditional on the approval of the acquisition under FATA (such condition, the

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"**Physical Settlement Condition**") in one of the following ways (and no contract to purchase Shares becomes binding until the Physical Settlement Condition is satisfied):

(a) the Relevant Party has received written notification by or on behalf of the Treasurer of the Commonwealth of Australia under the FATA to the effect that the Commonwealth Government has no objection to that acquisition, either on an unconditional basis or subject only to conditions satisfactory to the Relevant Party;

(b) the period provided for under the FATA during which the Treasurer may make an order or interim order under the FATA prohibiting the Relevant Party acquiring those Shares has elapsed without such an order being made; or

(c) if an interim order under section 68 of the FATA has been made to prohibit the Relevant Party acquiring those Shares, the subsequent period for making a final order under the FATA has elapsed without any final order being made.

If Bank or Counterparty determines in good faith and a commercially reasonable manner that the Physical Settlement Condition has not been satisfied on or before the relevant date for Physical Settlement (a "**Settlement Condition Failure**" and the date on which a Settlement Condition Failure occurs, a "**Settlement Condition Failure Date**"), it may notify the other party accordingly.

Cash Settlement upon a Settlement Condition Failure:

In respect of each Tranche Group, if Physical Settlement is applicable or is deemed to be applicable, but Bank or Counterparty determines in good faith and a commercially reasonable manner that the Settlement Condition Failure Date falls after the Settlement Method Election Date but prior to the Preliminary Cash Settlement Date in respect of such Tranche Group (determined as if Cash Settlement applied to such Tranche Group), Cash Settlement will apply to each Tranche under such Tranche Group and each subsequent Tranche Group (if any).

In respect of each Tranche Group, if Physical Settlement is applicable or is deemed to be applicable, but Bank or Counterparty determines in good faith and a commercially reasonable manner that the Settlement Condition Failure Date falls on or after the Preliminary Cash Settlement Date in respect of such Tranche Group (determined as if Cash Settlement applied to such Tranche Group), then, notwithstanding anything to the contrary in this Confirmation:

(a) in respect of each remaining Tranche in the same Tranche Group that has not yet been settled only (the "**Remaining Tranches**"), Counterparty shall pay the

Preliminary Cash Settlement Amount (if any) to Bank on the first Currency Business Day immediately following the Settlement Condition Failure Date (the "**Consolidated Payment Date**"). For the avoidance of doubt, if Counterparty fails to pay such amounts in full in accordance with this paragraph (a), then an Event of Default will occur in respect of Counterparty;

(b) for the purposes of paragraph (a), the Preliminary Cash Settlement Amount will be determined in accordance with the "Preliminary Cash Settlement Amount" provision below, except that the Preliminary Cash Settlement Amount Determination Date will be deemed to be the Scheduled Trading Day immediately prior to the Settlement Condition Failure Date;

(c) in respect of each Affected Tranche, the Valuation Date will be postponed to the date falling four Scheduled Trading Days after the original Valuation Date (as determined in accordance with the "Valuation Dates" provisions above), regardless of whether such date is a Valuation Date of a Tranche in the same Tranche Group that is not an Affected Tranche (such postponement, the "**Settlement Condition Failure Valuation Postponement**"), *provided that*:

(i) if, pursuant to the Settlement Condition Failure Valuation Postponement, the Valuation Date of an Affected Tranche would fall on a date later than the Valuation Cut-off Date in respect of such Affected Tranche, then the Valuation Date of such Affected Tranche shall be the later of (x) the Valuation Cut-off Date and (y) the first Scheduled Trading Day after the Consolidated Payment Date (such later date, in respect of each Affected Tranche, the "**Affected Tranche Valuation Cut-off Date**"); and

(ii) if, pursuant to the Settlement Condition Failure Valuation Postponement, the Valuation Date in respect of any Affected Tranche would fall on a day which is a Disrupted Day, then:

(A) the Valuation Date in respect of such Affected Tranche shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day;

(B) the Valuation Date for each subsequent Affected Tranche (if any) will be postponed by the same number of Scheduled Trading Days;

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(C) notwithstanding anything to the contrary in the foregoing, if pursuant to sub-paragraph (A) or (B) above, the Valuation Date of an Affected Tranche would fall on a date later than the corresponding Affected Tranche Valuation Cut-off Date, that Valuation Date shall be deemed to occur on such Affected Tranche Valuation Cut-off Date (whether or not the Affected Tranche Valuation Cut-off Date is a Disrupted Day); and

(D) the postponement mechanics as described in paragraphs (i) to (iii) of the "Valuation Dates" provision below will not apply to the Valuation Date in respect of any Affected Tranche;

(d) on the Valuation Date for the last to expire Tranche in such Tranche Group (as determined taking into account the postponement as described in paragraph (c) above), if the Calculation Agent determines that the sum of the Cash Settlement Adjustment Amount for all the Remaining Tranches in that Tranche Group (whether positive or negative), is a positive number, Bank shall pay such sum to Counterparty, or is a negative number, Counterparty shall pay the absolute value of such sum to Bank, in each case, on the Cash Settlement Payment Date (as determined after taking into account the postponement as described in paragraph (c) above) in respect of such Tranche Group; and

(e) Cash Settlement will be applicable to each Tranche under each subsequent Tranche Group (if any) in accordance with the "Cash Settlement" provisions, without giving effect to any postponement or changes as specified in any of the foregoing paragraphs.

Affected Tranches: In respect of each Settlement Condition Failure, each Tranche in respect of which the Valuation Date or the Settlement Date (determined as if Physical Settlement applied to such Tranche) falls on either the corresponding Settlement Condition Failure Date or the Consolidated Payment Date. For the avoidance of doubt, an Affected Tranche would also constitute a Remaining Tranche.

General Terms applicable to the Put:

Option Type: Put.

Option Style: European.

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Seller:	Bank.
Buyer:	Counterparty.
Put Strike Price:	In respect of each Tranche, as specified in the Transaction Supplement (being an amount in AUD equal to 90 per cent. of the Initial Price, as rounded up to four decimal places). For the purposes of the Equity Definitions, references in this Confirmation to the "Put Strike Price" will be read as references to the "Strike Price" in respect of each Put Option comprised in the Transaction.

General Terms applicable to the Call:

Option Type:	Call.
Option Style:	European.
Seller:	Counterparty.
Buyer:	Bank.
Call Strike Price:	In respect of each Tranche, as specified in the Transaction Supplement (being an amount in AUD equal to 130 per cent. of the Initial Price as rounded up to four decimal places). For the purposes of the Equity Definitions, references in this Confirmation to the "Call Strike Price" will be read as references to the "Strike Price" in respect of each Call Option comprised in the Transaction.

Procedures for Exercise:

Expiration Time:	With respect to each Tranche, the Valuation Time for that Tranche.
Expiration Date:	With respect to each Tranche, the Valuation Date for that Tranche. Section 3.1(f) of the Equity Definitions shall not apply to any Expiration Date hereunder.
Multiple Exercise:	Not Applicable.
Automatic Exercise:	Applicable, unless the Parties agree in writing prior to the Expiration Time on the Expiration Date that they do not wish Automatic Exercise to occur, in which case Automatic Exercise will not apply. Section 3.4(c) of the Equity Definitions is amended by replacing that paragraph with ""**In-the-Money**" means (i) in respect of a Call, that the Reference Price is greater than **or equal to** the Strike Price; and (ii) in respect of a Put, that the Reference Price is less than the Strike Price.".
Reference Price:	In respect of any date, the relevant VWAP.

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Valuation:

Valuation Time:	The Scheduled Closing Time of the Exchange.
Valuation Dates:	In respect of a Tranche, as set out in the Transaction Supplement, subject to adjustment as set out below. If the Valuation Date in respect of a Tranche falls on a day which is not a Scheduled Trading Day or is a Disrupted Day, then: (i) the Valuation Date in respect of such Tranche shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day; (ii) the Valuation Date for each subsequent Tranche (if any) in each Tranche Group will be postponed by the same number of Scheduled Trading Days such that no Tranche will have the same Valuation Date as any other Tranche; and (iii) notwithstanding anything to the contrary in the foregoing, if pursuant to sub-paragraph (i) or (ii) above, a Valuation Date would fall on a date later than the Valuation Cut-off Date, that Valuation Date shall be deemed to occur on the Valuation Cut-off Date (whether or not the Valuation Cut-off Date is a Disrupted Day or is, or is deemed to be, a Valuation Date in respect of any other Tranche). Notwithstanding the foregoing and anything to the contrary in the Equity Definitions, if a Market Disruption Event occurs on any Valuation Date, the Calculation Agent may determine that such Valuation Date is a Disrupted Day only in part, in which case the Reference Price (in the case where Physical Settlement applies in respect of the corresponding Tranche) or the Settlement Price (in the case where Cash Settlement applies in respect of the corresponding Tranche) for such Disrupted Day shall be determined by the Calculation Agent based on transactions in the Shares on the Exchange on such Disrupted Day taking into account the nature and duration of such Market Disruption Event on such day, and Calculation Agent shall make adjustments to the number of Shares for the relevant Tranche for which such day shall be the Valuation Date and shall designate the Scheduled Trading Day determined in the manner described above as the Valuation Date for the remaining number of Shares for such Tranche, with such adjustments based on, among other factors, the duration of any Market Disruption Event and the volume, historical trading patterns and price of the Shares.

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Valuation Cut-off Date:	In respect of each Tranche, the date falling eight Scheduled Trading Days after the originally scheduled Valuation Date as set out in the Transaction Supplement for that Tranche.
Market Disruption Event:	Section 6.3(a) of the Equity Definitions is hereby amended by deleting the words "during the one-hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" in clause (ii) thereof. Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.
Disrupted Day:	Without limiting the generality of Section 6.4 of the Equity Definitions, any Scheduled Trading Day on which a Regulatory Disruption occurs shall also constitute a Disrupted Day.
Regulatory Disruption:	In the event that Bank concludes, in its reasonable judgment, that it is appropriate with respect to any legal, regulatory or self-regulatory requirements or related policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Bank and *provided that* any such policies or procedures have been adopted by Bank in good faith and are generally applicable in similar situations and applied in a non-discriminatory manner) for it to refrain from effecting transactions with respect to Shares and/or in connection with the Transaction on any Scheduled Trading Day, a Regulatory Disruption will occur on such Scheduled Trading Day. Bank shall, promptly after reaching such conclusion, notify Counterparty in writing that a Regulatory Disruption has occurred on such Scheduled Trading Day or Days without being required to specify (and Bank shall not otherwise be required to communicate to Counterparty) the nature of such Regulatory Disruption.

Initial Exchange:

Initial Exchange Date:	Effective Date.
Initial Exchange Amount:	As specified in the Transaction Supplement and being an amount in the Settlement Currency equal to the product of: (i) the Initial Price; *multiplied by* (ii) the Total Number of Shares; *multiplied by* (iii) 77.3%
Initial Exchange Amount Payer:	Bank

Settlement Terms:

Settlement Currency:	AUD

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Settlement Method Election:	Applicable, provided that: (i) the Electing Party may make one election pursuant to Section 7.1 (*Settlement Method Election*) of the Equity Definitions which will apply to all Tranches under the Transaction; (ii) such election must be made prior to the Settlement Method Election Date; (iii) such election shall be substantially in the same form as Schedule 2; (iv) if Bank or Counterparty determines in good faith and a commercially reasonable manner that a Settlement Condition Failure has occurred on or before the Settlement Method Election Date, Cash Settlement shall apply to all Tranches; and (v) if Physical Settlement is applicable to any Tranche but Bank or Counterparty determines in good faith and a commercially reasonable manner that a Settlement Condition Failure has occurred after the Settlement Method Election Date, Cash Settlement shall apply in accordance with the "Cash Settlement upon a Settlement Condition Failure" provision above to all remaining Tranches that have not yet been settled under the Transaction.
Electing Party:	Counterparty.
Settlement Method Election Date:	In respect of all Tranches, the date falling ten (10) Scheduled Trading Days prior to the originally scheduled Valuation Date as set out in the Transaction Supplement for the first Tranche (ignoring for the purposes of determining the Settlement Method Election Date any postponement of such date as a result of such date falling on a day which is not a Scheduled Trading Day or is a Disrupted Day), or such other date agreed in writing by the Parties (acting reasonably).
Default Settlement Method:	Physical Settlement.
Settlement Price:	In respect of each Tranche to which Cash Settlement is applicable, the Settlement Price shall be equal to the Reference Price net of any Unwind Transaction Costs. In respect of each Tranche to which Physical Settlement applies, the Settlement Price shall be equal to: (a) in respect of the Call Options, the Call Strike Price applicable to such Tranche, and (b) in respect of the Put Options, the Put Strike Price applicable to such Tranche.

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Unwind Transaction Costs:	The amount of any Taxes and Stamp Taxes (without regard to any refund, credit or any other benefit, exemption or reduction in relation to any taxes may arise under an applicable tax treaty or any relevant laws or arrangements) and any other properly documented and reasonably incurred fees and expenses (excluding any legal fees or brokerage commissions) expressed in AUD withheld from or paid or otherwise incurred by the Hedging Party in connection with its unwind, termination or liquidation of the Hedge Positions, as determined by Bank in good faith and in a commercially reasonable manner. As of the Trade Date, the Unwind Transaction Costs are expected to be as follows: (a) Taxes: zero; (b) Stamp taxes: zero; (c) fees and expenses: zero. For the avoidance of doubt, the Unwind Transaction Costs set out in sub-paragraphs (a) to (c) above are indicative only and may be subject to changes after the Trade Date.
Cash Settlement Terms:	
Cash Settlement:	If applicable, then notwithstanding Section 8.1 of the Equity Definitions: (i) on each Preliminary Cash Settlement Date, Counterparty shall pay to Bank an amount equal to the sum of the Preliminary Cash Settlement Amount (if any) for all Tranches in the relevant Tranche Group; and (ii) on the Valuation Date for the last to expire Tranche in each Tranche Group, if the Calculation Agent determines that the sum of the Cash Settlement Adjustment Amount for all Tranches in that Tranche Group (whether positive or negative), is a positive number, Bank shall pay such sum to Counterparty, or is a negative number, Counterparty shall pay the absolute value of such sum to Bank, in each case, on the relevant Cash Settlement Payment Date.
Preliminary Cash Settlement Date:	In respect of each Tranche Group, the date that falls five Currency Business Days before the originally scheduled Valuation Date applicable to the earliest to expire Tranche in the Tranche Group (ignoring for the purposes of determining a Preliminary Cash Settlement Date any postponement of such date as a result of such date falling on a day which is not a Scheduled Trading Day or is a Disrupted Day).
Preliminary Cash Settlement Amount:	For each Tranche, an amount in AUD equal to the product of:

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(a) the Number of Options for that Tranche;

(b) the Option Entitlement; and

(c) an amount equal to the greater of (x) the excess of the relevant VWAP (as on the relevant Preliminary Cash Settlement Amount Determination Date) over the Call Strike Price and (y) zero.

Preliminary Cash Settlement Amount Determination Date:	In respect of each Tranche, the Exchange Business Day falling two Exchange Business Days prior to the Preliminary Cash Settlement Date of the corresponding Tranche Group.
Cash Settlement Payment Date:	In respect of each Tranche Group, one Settlement Cycle immediately following the applicable Valuation Date for the last to expire Tranche in the Tranche Group.
Cash Settlement Adjustment Amount:	For each Tranche, an amount in AUD equal to (x) the Preliminary Cash Settlement Amount for such Tranche *minus* (y) the aggregate Option Cash Settlement Amount in respect of each Call Option for such Tranche *plus* (z) the aggregate Option Cash Settlement Amount in respect of each Put Option for such Tranche.

Physical Settlement Terms:

Physical Settlement:	Section 9.1 of the Equity Definitions shall apply to each Tranche in respect of which Physical Settlement is applicable, provided that in respect of each such Tranche, the Number of Shares to be Delivered shall be equal to the number of Shares in respect of that Tranche.
Settlement Date:	One Settlement Cycle immediately following the applicable Valuation Date.

Final Exchange:

Final Exchange Date:	The date falling 364 calendar days after the Initial Exchange Date and, if such day is not a Currency Business Day, then the Final Exchange Date will fall on the immediately preceding Currency Business Day (such date the "**Scheduled Final Exchange Date**"). Notwithstanding the foregoing, if an Early Termination Date is designated in respect of the Transaction or if the Transaction is terminated or cancelled for any other reason, the Final Exchange Date shall be the earlier of (i) the Scheduled Final Exchange Date or (ii) the Early Termination Date or date of termination or cancellation (as applicable).
Final Exchange Amount:	The sum total of the Per-Tranche Final Exchange Amount for each Tranche.

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Per-Tranche Final Exchange Amount:	In respect of each Tranche, an amount determined by the Calculation Agent in the Settlement Currency equal to the product of: (i) the discounted present value of a right to receive an amount equal to the Put Strike Price on the Valuation Date for such Tranche, calculated as of the Final Exchange Date and using a discount rate selected by the Calculation Agent; and (ii) the Number of Options for such Tranche.
Final Exchange Amount Payer:	Counterparty
Interpretation:	Sections 5.3 and 5.5 of the Equity Definitions shall be deemed to apply to the Transaction notwithstanding that such provisions are intended to apply to Equity Swap Transactions only.
Application of Payment Netting and Delivery Netting in respect of Physical Settlement:	In respect of a Tranche, if Physical Settlement is applicable: (i) the provisions of Section 2(c) of the Agreement will apply with respect to (x) the payment by Bank of the cash amount (if any) payable pursuant to Section 9.1 of the Equity Definitions in respect of the relevant Options and any other amounts otherwise due from Bank under the Transaction or the other Transaction(s) under the Agreement (including the Stock Loan Facility) and (y) any amounts due from Counterparty under the Transaction or the other Transaction(s) under the Agreement (including the Stock Loan Facility) on the applicable Settlement Date; and (ii) the "Delivery Netting" provision below will apply with respect to (x) the delivery by Counterparty of the number of Shares (if any) deliverable pursuant to Section 9.1 of the Equity Definitions in respect of the relevant Options and any other number of Shares otherwise deliverable by Counterparty under the Transaction or the other Transaction(s) under the Agreement (including the Stock Loan Facility) and (y) the delivery of the number of Shares deliverable by Bank under the Transaction or the other Transaction(s) under the Agreement (including the Stock Loan Facility) on the applicable Settlement Date. Accordingly, for the purposes of the delivery against payment settlement contemplated by Sections 9.1(c) and 9.10 of the Equity Definitions, each of the payment and delivery obligations shall be determined after application of payment netting under Section 2(c) of the Agreement and the "Delivery Netting" provision respectively.
Delivery Netting:	If, on any date, a number of Shares would otherwise be deliverable under the terms of the Transaction and other

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Transaction(s) under the Agreement (including the Stock Loan Appendix), by each Party to the other, then, on such date, each Party's obligation to deliver such Shares will be automatically satisfied and discharged and, if the aggregate number of Shares that would otherwise have been deliverable by one Party exceeds the aggregate number of Shares that would otherwise have been deliverable by the other Party, replaced by an obligation upon the Party by whom the larger aggregate number of Shares would have been deliverable to deliver to the other Party Shares in a number equal to the excess of the larger aggregate number over the smaller aggregate number.

Dividends:

Dividend Adjustment(s):

If any cash ordinary dividend is declared on the Shares with respect to which the Ex-Dividend Date (as defined below) falls on a date between the Trade Date and the Valuation Date of a Tranche, then Counterparty shall pay to Bank in respect of that Tranche an amount equal to the Dividend Adjustment Amount (as defined below) on the date (the "**Dividend Adjustment Payment Date**") that is the first Currency Business Day immediately following the date of payment of such cash ordinary dividend. Bank shall notify Counterparty of the Dividend Adjustment Amount on the date of payment of each such cash ordinary dividend, *provided that* any failure by Bank to notify Counterparty shall not constitute a breach, a default or an Event of Default in respect of Bank under the Agreement and the relevant Dividend Adjustment Payment Date shall be postponed to the first Currency Business Day immediately following the date of the notification from Bank.

Where:

"**Actual Client Dividend Amount**" means the actual net cash ordinary dividend per Share paid by the Issuer that would be received by Counterparty had Counterparty been the beneficial owner in respect of the Shares, after the withholding or deduction of any taxes at source by or on behalf of any applicable authority having the power to tax in respect of such cash ordinary dividend.

"**Dividend Adjustment Amount**" means, in respect of each Tranche, the amount calculated in accordance with the following formula:

(Actual Client Dividend Amount x Delta Quantity)

"**Delta Quantity**" is a number determined by Bank in good faith and in a commercially reasonable manner that represents the number of Shares comprised in Bank's delta short position in connection with its hedging (either actual or synthetic) of the relevant Tranche as of the close of business on the Exchange Business Day immediately prior to the relevant Ex-Dividend

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Date (and which will be a number that is between zero and the Number of Options for that Tranche).

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

If an Extraordinary Dividend (including a special dividend payable in cash) is declared by the Issuer then Bank shall, in good faith and in a commercially reasonable manner, determine that this "*Dividend Adjustment(s)*" provision will apply to that Extraordinary Dividend as if any reference to a cash ordinary dividend in this provision is a reference to the Extraordinary Dividend; or determine that the Extraordinary Dividend shall be treated as a Potential Adjustment Event in accordance with the terms of the Agreement. To the extent Bank does not notify Counterparty of any such determination, the "*Dividend Adjustment(s)*" provision will apply to such Extraordinary Dividend.

Dividend Payment Obligations Relating to Physically-settled Tranches:	In respect of any Tranche to which Physical Settlement is applicable and a cash dividend (whether ordinary or extraordinary) in respect of the Shares in relation to which the Ex-Dividend Date occurs in the period from, but excluding, the Expiration Date to, and including, the Settlement Date, 100% of the gross cash dividends on the Shares in respect of such Tranche (before deduction for or on account of any withholding tax) paid by the Issuer to the holders of record of such Shares, shall be paid by Counterparty to Bank.
Disapplication of Section 10.5 of the Equity Definitions	Section 10.5 of the Equity Definitions will not apply for the purpose of the Transaction.
Additional provisions relating to Dividend Adjustment(s):	Provided that: (i) no Event of Default or Potential Event of Default with respect to Counterparty has occurred and is continuing; and (ii) all amounts then due and payable to Bank at the relevant time have been irrevocably paid in full, Counterparty may withdraw, from the applicable account with the Custodian, any relevant cash amounts (such amounts, the "**Accrued Dividend Amounts**") in respect of: (i) the manufactured cash payments paid by Bank pursuant to paragraph 6.2 (*Manufactured payments in respect of Loaned Securities*) of, and/or paragraph 16.1 of (*Distribution and Corporate Action*) of the schedule to, the Stock Loan Appendix; and

(ii) any actual cash dividends received in respect of any relevant Shares from time-to-time standing to the credit of the Collateral Account.

Following such withdrawal, Counterparty may use those amounts for its own purposes, free of any security interest in favour of Bank.

Notwithstanding the foregoing "*Additional provisions relating to Dividend Adjustment(s)*":

(i) in the event that Counterparty fails to pay in full any Dividend Adjustment Amount when due and the failure results in the occurrence of an Event of Default under Section 5(a)(i) of the Agreement (and without prejudice to Bank's right to terminate the Transaction as a result of Section 5(a)(i) of the Agreement), Bank may adjust the terms of the Transactions (including, without limitation, the Call Strike Price, the Put Strike Price and/or the Settlement Price) as Bank determines in good faith and a commercially reasonable manner appropriate to account for such payment failure; and

(ii) Counterparty irrevocably and unconditionally authorises Bank to, and Bank may (notwithstanding any instruction from Counterparty to the Custodian to the contrary):

(x) apply (or instruct the Custodian to apply) all or any portion of the Accrued Dividend Amounts held with the Custodian to discharge Counterparty's obligations to make any payments pursuant to this Agreement; and/or

(y) direct the Custodian to transfer all or any portion of the Accrued Dividend Amounts held with the Custodian to the Collateral Account (or any replacement account).

Share Adjustments:

Method of Adjustment: Calculation Agent Adjustment

Extraordinary Events:

Consequences of Merger Events:

Share-for-Share: Modified Calculation Agent Adjustment.

Share-for-Other: Modified Calculation Agent Adjustment.

Share-for-Combined: Modified Calculation Agent Adjustment.

Determining Party: Calculation Agent.

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Tender Offer:	Applicable.
Consequences of Tender Offers:	
Share-for-Share:	Modified Calculation Agent Adjustment.
Share-for-Other:	Modified Calculation Agent Adjustment.
Share-for-Combined:	Modified Calculation Agent Adjustment.
Determining Party:	Calculation Agent.
Composition of Combined Consideration:	Not Applicable, provided that, notwithstanding Sections 12.1 and 12.5(b) of the Equity Definitions, to the extent that the composition of the consideration for the relevant Shares pursuant to a Tender Offer or Merger Event could be determined by a holder of the Shares, the Calculation Agent will determine the relevant composition of Combined Consideration for the purposes of making any adjustment or calculation to the terms of the Transaction as a consequence of any Tender Offer or Merger Event.

For the purpose of this Transaction:

(i) Section 12.1(a) of the Equity Definitions will be amended by inserting the words "Significant Transaction," after the words "Tender Offer,".

(ii) The following new Section 12.1(o) will be inserted after Section 12.1(n) of the Equity Definitions:

"(o) "Significant Transaction" means an acquisition, merger or disposition (including, without limitation, by way of takeover bid, scheme of arrangement, capital reduction, sale or issue of securities, joint venture, dual listed company structure), or a proposed acquisition, merger or disposition, by the Issuer and/or its subsidiaries where the aggregate consideration (in cash or otherwise) exceeds 15% of the market capitalization of the Issuer as of the Announcement Date, notwithstanding the fact that: (i) an Announcement Date of such acquisition or disposition occurred on or before the Trade Date; and (ii) the effective date of the Significant Transaction may not, or may not be anticipated to, occur on or prior to the Valuation Date of the final Tranche.

(iii) Section 12.1(b) of the Equity Definitions will be amended by deleting the words after "in each case" in the fourth last line thereof and inserting in that place the following words: "notwithstanding the fact that the Merger Date may not, or may not be anticipated to, occur on or prior to the Valuation Date of the final Tranche".

(iv) Section 12.1(d) of the Equity Definitions will be amended by inserting the following words at the end thereof: ", in each case notwithstanding the fact that the Tender Offer Date may not, or may not be anticipated to, occur on or prior to the Valuation Date of the final Tranche".

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(v) The definition of "New Shares" in Section 12.1(i) of the Equity Definitions shall apply;

(vi) Section 12.1(l) of the Equity Definitions will be amended by (A) inserting the words "or a Significant Transaction" after the words "Merger Event" in the second line thereof, (B) replacing the words "the first public announcement of a firm intention" in the second and fourth lines thereof with the words "the first public announcement by any person of an intention", (C) deleting the parenthetical phrase in both the third line thereof and the fifth line thereof, (D) replacing the word "that" in both the third line thereof and the fifth line thereof with the words "whether or not such announcement", (E) adding immediately after the words "Merger Event" in the third line thereof the words "or the Significant Transaction, and any publicly announced change or amendment to such an announcement (including the announcement of an abandonment of such intention) or any subsequent public announcement of a change to such transaction or intention (including, without limitation, a new announcement, whether or not by the same party, relating to such a transaction or intention)", and (F) adding immediately after the words "Tender Offer" in the fifth line thereof the words ", and any publicly announced change or amendment to such an announcement (including the announcement of an abandonment of such intention) or any subsequent public announcement of a change to such transaction or intention (including, without limitation, a new announcement, whether or not by the same party, relating to such a transaction or intention)";

(vii) Sections 12.2 (e) and 12.3(d) of the Equity Definitions will each be amended by (A) replacing each occurrence of the words "Merger Date" and "Tender Offer Date", as the case may be, with the words "Announcement Date", (B) adding the words "and including, for the avoidance of doubt, so as to impose an obligation on Counterparty to make a payment or delivery" immediately after the word "spread" in the parenthetical beginning on the third line thereof, (C) replacing the words "to account for the economic effect on the Transaction of such Merger Event" in the fourth line of 12.2(e) and the words "to account for the economic effect on the Transaction of such Tender Offer" in the fourth and fifth lines of 12.3(d) with the words "to preserve the fair value of the Transaction and/or the Hedge Positions in respect of the Transaction to the parties", and (D) replacing the words "account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Transaction" in the fifth and sixth lines of 12.2(e) and 12.3(d) with the words "account for actual or expected changes in volatility, dividends, stock loan rate or liquidity relevant to the Shares or to the Transaction and/or the Hedge Positions in respect of the Transaction"; and

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(viii) Section 12.6(a)(ii) of the Equity Definitions is amended as set out in "*Amendments to the Equity Definitions*" below.

Consequences of Significant Transactions:

In respect of any Significant Transaction, on or after the relevant Announcement Date, the Calculation Agent shall (A) make such adjustment to the exercise, settlement, payment or any other terms of the Transaction as the Calculation Agent determines appropriate to preserve the fair value of the Transaction and/or any Hedge Position relating to the Transaction to the Parties (including adjustments to account for actual or expected changes in volatility, dividends, stock loan rate or liquidity relevant to the Shares, to the Transaction and/or any Hedge Position relating to the Transaction) and (B) determine the effective date of that adjustment. The Calculation Agent may make multiple such adjustments to the terms of the Transaction as a result of any such Significant Transaction and may take into account such information (including, without limitation, information known to the Parties on or prior to the Trade Date) as it determines appropriate.

Nationalization, Insolvency or Delisting:

Cancellation and Payment (Calculation Agent Determination) provided that subparagraph (A) of Section 12.6(c)(ii) of the Equity Definitions shall be amended by deleting the words "Seller will pay to Buyer the amount calculated in accordance with Section 12.7(b)" and replacing them with "an amount calculated in accordance with Section 12.7(b) will be paid by one party to the other".

Section 12.6(a)(iii) of the Equity Definitions shall be replaced in its entirety with the following:

""**Delisting**" means that:

(x) the Exchange announces that pursuant to the rules of the Exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange;

(y) the Issuer announces that the Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange; or

(z) the Shares cease to be listed, traded or publicly quoted on the Exchange,

in each case, for any reason (other than as a result of a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange.".

Section 12.1(l)(vi) of the Equity Definitions shall be replaced in its entirety with the following:

"(vi) in the case of Delisting, the earlier of (x) the date of the first public announcement by the Exchange, if any, that the Shares will cease to be listed, traded or publicly quoted; (y) the date of the first

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public announcement by the Issuer, if any, that the Shares will cease to be listed, traded or publicly quoted; and (z) the date on which the Shares cease to be listed, traded or publicly quoted, in each case, in the manner described in Section 12.6(a)(iii)".

Payments upon Certain Extraordinary Events:

Section 12.7(b) of the Equity Definitions shall be amended by deleting the words "by Seller to Buyer" and replacing them with "and the party required to pay such amount".

Section 12.7(b)(ii) of the Equity Definitions shall be amended by inserting the following at the end thereof:

"For the avoidance of doubt, the Calculation Agent may take into account the option rights of the parties in respect of the relevant Transaction. Any such determination may be made as of the date on which the Transaction terminated or cancelled, or as of one or more dates during a period commencing on (and including) the date on which the Transaction terminated or cancelled and ending a maximum of 2 months after the date on which the Transaction was terminated or cancelled, as determined by the Calculation Agent.".

Additional Disruption Events:

Change in Law:

Applicable, provided that Section 12.9(a)(ii)(B) of the Equity Definitions is replaced in its entirety as follows: "(B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation or published regulatory policy or guidance (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (X) the Hedging Party will, or there is a substantial likelihood that it will, become, or it has become illegal to hold, acquire or dispose of Hedge Positions relating to such Transaction or to hold, acquire or dispose of any Shares or any other assets secured or purported to be secured under any Credit Support Document or security over any assets secured or purported to be secured under any Credit Support Document or to enforce or to take any other steps under any Credit Support Document or (Y) a party to the Transaction will incur materially increased cost in performing its obligations under such Transaction (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

Failure to Deliver:

Not applicable.

Insolvency Filing:

Applicable.

Section 12.9(b)(i) of the Equity Definitions is amended by adding the following words at the end: "If neither party elects to terminate the Transaction, the Calculation Agent may, but only with the agreement of Bank and Counterparty, adjust the terms of the Transaction upon the occurrence of such an event pursuant to the Modified Calculation Agent Adjustment provisions (as if such event were a Tender Offer)".

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Hedging Disruption:	Applicable, provided that Section 12.9(a)(v) of the Equity Definitions is replaced in its entirety as follows: "(v) "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 transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk, including, but not limited to, any interest rate risk and/or currency risk) of entering into and performing its obligations with respect to this Transaction, or (B) freely (as compared to the circumstances existing on the Trade Date) realise, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions or this Transaction. For the avoidance of doubt, any such Hedge Position referred to in phrases (A) or (B) above must be available on commercially reasonable pricing and other material terms." "Consequences of Hedging Disruption": Section 12.9(b)(iii) of the Equity Definitions is replaced with the following: "(iii) If "Hedging Disruption" is specified in the relevant Confirmation to be applicable to a Transaction, then upon the occurrence of such an event, the Hedging Party may elect to terminate the Transaction or a portion of the Transaction affected by such Hedging Disruption upon notice to the Non-Hedging Party specifying the date of such termination, which may be the day on which the notice of termination issued, in which event the Determining Party will determine the Cancellation Amount payable by one party to the other, *provided that* if the Hedging Disruption is solely as a result of any Hedge Position referred to in phrases (A) or (B) of Section 12.9(a)(v) above not being available on commercially reasonable pricing, the Hedging Party may not terminate the Transaction or a portion of the Transaction affected by such Hedging Disruption unless (X) (i) the Hedging Party notifies the Non-Hedging Party that it intends to amend the Transaction by making a Price Adjustment and (ii) the Non-Hedging Party does not agree to the Price Adjustment or does not notify the Hedging Party that it elects to agree to amend the Transaction to take into account the Price Adjustment within one Scheduled Trading Day of receipt of the notice of Price Adjustment or (Y) the Hedging Party notifies the Non-Hedging Party that it determines that no Price Adjustment that it could make will produce a commercially reasonable result.
Increased Cost of Hedging:	Applicable, provided that Section 12.9(a)(vi) of the Equity Definitions is replaced as follows: "(vi) "**Increased Cost of Hedging**" means that the Hedging Party would incur a materially increased (as compared with the circumstances (including, without limitation, changes to circumstances resulting from any change in the interpretation, or any implementation or enforcement, of any applicable tax law or regulation by any taxing or other authority or from any other action by such authorities) that existed on the Trade Date) amount of tax (including any amount of tax due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Hedging Party), duty, expense, net financing cost or fee (other than brokerage

commissions) to (A) 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 (or any other relevant price risk including, but not limited to, currency risk) of entering into and performing its obligations with respect to this Transaction or (B) freely (as compared to the circumstances existing on the Trade Date) realise, recover, receive, repatriate, remit or transfer the proceeds of the Hedge Positions or this Transaction".

Section 12.9(b)(vi) of the Equity Definitions is amended as set out in "*Amendments to the Equity Definitions*" below.

Notwithstanding anything to the contrary in the Agreement or the Equity Definitions, if an Increased Cost of Hedging occurs as a result of the implementation or application of, or compliance with, Basel III, then:

(i) Section 12.9(b)(vi) of the Equity Definitions will not apply;

(ii) upon the occurrence of such an event, the Hedging Party will give prompt notice to the Non-Hedging Party that such increased costs have been incurred; and

(iii) the Hedging Party shall use commercially reasonable efforts to consult with the Non-Hedging Party for no more than two Currency Business Days the consequences of such an event, which shall be one of the following, unless as separately agreed in writing by the Hedging Party and the Non-Hedging Party:

(a) to amend the Transaction to take into account the Price Adjustment;

(b) the Non-Hedging Party to pay the Hedging Party an amount determined by the Calculation Agent that corresponds to the Price Adjustment; or

(c) to terminate the Transaction on the date as specified by the Hedging Party,

provided that (A) the consequences of such an event shall be determined by the Hedging Party acting in good faith and in a commercially reasonable manner and shall not be subject to the consent of the Non-Hedging Party and (B) any failure to consult shall not constitute a breach, a default or an Event of Default in respect of any Party under the Agreement.

"**Basel III**" means:

(i) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the

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countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(ii) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(iii) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

Loss of Stock Borrow: Applicable.

Section 12.9(b)(iv) of the Equity Definitions is amended by:

(i) deleting the words "within two Scheduled Trading Days of receipt of the notices of Loss of Stock Borrow" and replacing them with the words "by no later than 8:00a.m. (Sydney time) on the Scheduled Trading Day immediately following the Scheduled Trading Day on which the Hedging Party sends notice of the Loss of Stock Borrow, *provided that* a loan or prospective loan of Shares shall not satisfy such lending or referral condition unless it is on terms acceptable to the Hedging Party with respect to the exchange of collateral, the payment of manufactured dividends and the allocation of Tax risk in relation to such payments"; and

(ii) deleting the words "within this period" and replacing them with the words "on or prior to such deadline".

Notwithstanding any other provision of the Agreement, in the event that the Hedging Party elects to terminate the Transaction pursuant to Section 12.9(b)(iv), any termination notice delivered by the Hedging Party will be effective when it is delivered (regardless of whether it is delivered after the close of business on a Local Business Day or not on a Local Business Day).

Maximum Stock Loan Rate: 0%

Increased Cost of Stock Borrow: Applicable.

Section 12.9(b)(v) of the Equity Definitions is amended as set out in "*Amendments to the Equity Definitions*" below.

Initial Stock Loan Rate: 0%

Hedging Party: Bank and/or any of its Affiliates, as selected by Bank in its sole and absolute discretion (for all purposes), *provided that* such selection shall not result in any adverse tax consequences for Counterparty.

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Hedge Positions:	The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions is hereby deleted in its entirety and replaced with the following: ""**Hedge Positions**" means any one or more (i) positions or contracts in securities, options, futures, other derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) purchased, sold, entered into, terminated or maintained (as the case may be) by the Hedging Party in order to hedge, individually or on a portfolio basis, any risk in relation to a Transaction."
Determining Party:	Bank (for the purposes of all Additional Disruption Events).
Non-Reliance:	Applicable.
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable.
Additional Acknowledgments:	Applicable.
Miscellaneous:	
Adjustments on account of Taxes:	In its determinations of the existence and extent of any effect of any Potential Adjustment Event or Extraordinary Event and, in either case, any related adjustments to the terms of the Transaction, the Calculation Agent may take into account the implications of Transaction Costs in connection with such Potential Adjustment Event or Extraordinary Event, as the case may be.
Calculation Agent:	The Calculation Agent is Bank, unless an Event of Default under Section 5(a)(vii) of the Agreement has occurred and is continuing with respect to Bank, in which case Counterparty may elect to appoint an internationally recognised and independent leading dealer in over-the-counter corporate equity derivatives to act as the Calculation Agent. The Calculation Agent is responsible for making all determinations under the Transaction that are not expressed to be the responsibility of an identified party. The Calculation Agent will have no responsibility for any errors or omissions that occur while making, in good faith and in a commercially reasonable manner, any determination in connection with the Transaction.
Consistent determinations:	If, in relation to the Transaction, the Calculation Agent or the Determining Party (as the case may be) is required to make an initial binary (i.e. yes/no) determination as to whether an event or circumstance has occurred or exists, it shall make that determination in a manner that is consistent with its determination made in relation to all other transactions of the same type that do not have materially different terms from the Transaction and, if that event or circumstance relates to Hedge Positions, those other types of transactions shall also have substantially similar Hedge Positions. If,

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following the initial determination by the Calculation Agent or the Determining Party (as the case may be) as to whether an event or circumstance has occurred or exists, the parties to any such other transaction dispute the determination made or agree and/or negotiate a different result under such other transaction and/or a different result is imposed by a court, arbitrator or otherwise, this result shall not affect the validity of the Calculation Agent's or the Determining Party's (as the case may be) determination for the purposes of the Transaction. The Calculation Agent or the Determining Party (as the case may be) shall not be required to disclose the identity of any other counterparty in order to establish, at the request of a Party, that it has made a determination in a consistent manner, as provided in this provision.

Provision of information relating to determination, adjustment, selection or calculation:	In respect of any determination, adjustment, selection or calculation made by the Calculation Agent or the Determining Party (as the case may be), the Calculation Agent or the Determining Party (as the case may be) shall as soon as reasonably practicable upon written request from Counterparty, provide a written statement displaying in reasonable detail the basis for such determination, adjustment, selection or calculation, as the case may be (including any quotations, market data or information from external sources used in making such determination, adjustment, selection or calculation, as the case may be, it being understood that the Calculation Agent or the Determining Party (as the case may be) shall not be required to disclose its confidential or proprietary models or other information that is confidential, proprietary or subject to contractual, legal or regulatory obligations or self-regulatory requirements or related policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Calculation Agent or the Determining Party (as the case may be)) to not disclose such information, in each case, used by it in connection with such determination, adjustment, selection or calculation, as the case may be).
Consultation with Counterparty:	Calculation Agent shall, to the extent reasonably feasible in the then prevailing market conditions, use commercially reasonable efforts to consult with Bank and Counterparty for no more than 1 Currency Business Day prior to making any adjustments to the terms of the Transaction in accordance with Section 11.2(c) or 12.3(d) of the Equity Definitions, *provided that* (A) any adjustments shall be made by Calculation Agent acting in good faith and a commercially reasonable manner and shall not be subject to the consent of Counterparty and (B) any failure to consult shall not constitute a breach, a default or an Event of Default in respect of any Party under the Agreement.
Bit-by-bit termination:	(i) In the event that Cancellation and Payment applies to one or more of the Tranches or one or more of the Tranches is to be terminated pursuant to an Additional Disruption Event, such Tranches may be terminated on one or more dates as determined

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by Bank in order to allow for an orderly unwind of the Hedging Party's Hedge Positions.

(ii) Section 6(b)(iv)(1) of the Agreement is amended by deleting the words "Early Termination Date in respect of all Affected Transactions" and replacing them with "Early Termination Date in respect of one or more Affected Transactions, provided that the designation by such party of an Early Termination Date in respect of less than all Affected Transactions shall be without prejudice to such party's right to designate further Early Termination Date(s) in respect of the same Termination Event and the remaining Affected Transactions".

Calculation of Close-out Amount and Cancellation Amount:

Notwithstanding anything to the contrary in the Agreement, in determining a "Close-out Amount" or "Cancellation Amount" in respect of the Transaction, the Determining Party shall not be obliged to obtain or consider any quotations (whether firm or indicative) for replacement transactions or information consisting of relevant market data in the relevant market, in each case, supplied by one or more third parties and may also take into account the price at which the Hedging Party unwinds its Hedge Positions as a factor in the calculation of the Close-out Amount or Cancellation Amount.

Stamp Taxes:

In addition to the obligations under Section 4(e) of the Agreement and unless otherwise agreed between the parties, Counterparty shall promptly pay and account for any Stamp Tax levied or imposed upon it in connection with any Transaction effected pursuant to or contemplated by this Confirmation, and will indemnify Bank against any Stamp Tax levied or imposed upon Bank in connection with any Transaction effected pursuant to or contemplated by this Confirmation.

These provisions of "Stamp Taxes" shall survive termination of this Confirmation or this Agreement.

Bank's activities:

Counterparty acknowledges and agrees that:

(i) without prejudice to Section 13.4 and Section 13.2(c) of the Equity Definitions, Bank and/or its Affiliates will engage in hedging activities with respect to the Transaction. Such activities include buying and selling, on a dynamic basis, the Shares (and/or entering into related derivatives). For example, Bank and/or its Affiliates may, as part of such hedging activities, sell the Shares when the market price of the Shares is decreasing, and buy the Shares when the market price of the Shares is increasing. Such hedging activities may affect the market price of the Shares; and

(ii) as a result of the activities referred to in paragraph (i) above, a conflict may arise whereby Bank may have an interest in the outcome of the hedging activity that is distinct from Counterparty's interest in that outcome and, in particular, Bank and/or its Affiliates may carry out its hedging activities at their

discretion and without regard to the interests of Counterparty. Bank will not be required to account to Counterparty for any financial gain it may make as a result of such hedging activities.

ADDITIONAL REPRESENTATIONS AND COVENANTS

Additional Representations:

Counterparty represents and warrants to each of Bank and Broker as follows:

(a) **Status:** It is a corporation, duly incorporated and validly existing under the laws of Hong Kong.

(b) **Solvency**: It is not (and will not be deemed to be) unable to pay its debts as they become due at the time it enters into the Transaction Documents and will not, as a result of entering into and performing the Transaction, any Transaction Document or any transaction contemplated by the Transaction or the Transaction Documents be (or be deemed to be) unable to pay its debts as they become due. No step has been taken to wind up Counterparty, appoint a receiver in respect of it or any of its assets or enforce any Security over any of its assets. It has assets with a fair value greater than its liabilities and capital sufficient to carry on the business in which it engages.

(c) **Binding Obligations:** Upon due execution and delivery of the Transaction Documents, the obligations expressed to be assumed by it under the Transaction Documents will each constitute a legally valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable principles of bankruptcy and creditors' rights generally and to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law).

(d) **Powers:** It has the power and authority to own its assets, to carry on its business as it is being conducted, to execute and deliver the Transaction Documents (and any other related documents to which it is party) and to perform its obligations thereunder and the transactions contemplated by the Transaction Documents.

(e) **No conflict:** Such execution, delivery and performance do not conflict with any law or regulation applicable to it, its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contract or instrument to which it is a party or which is binding on it or any of its assets.

(f) **Consents:** It and the Parent Company have each obtained all consents, orders, approvals, and other authorisations, whether governmental, corporate or other, necessary or required to be obtained or made by them, including those required by the Australian Corporations Act or any other disclosure or notification requirements imposed under applicable market abuse rules or legal and regulatory provisions, published regulatory policy or guidance: (i) to enable Counterparty to lawfully enter into, exercise its rights and comply with its obligations in the Transaction Documents; (ii) to make the Transaction Documents admissible in evidence in the Relevant Jurisdictions; (iii) for Counterparty to carry on its business, and which are material; and (iv) to enable Counterparty to create the Security expressed to be created by Counterparty pursuant to the Security Documents and to ensure that such Security has the priority and ranking it is expressed to have, and such consents, orders, approvals and authorisations are in full force and effect and it has complied with all conditions of any such consents, orders, approvals or authorisations and all internal policies and procedures governing the Transaction Documents.

(g) **Purpose:** Its reasons and objectives in entering into the Transaction Documents constitute a genuine and legitimate business or commercial purpose which is in its best commercial interest and in furtherance of its business as a whole and the business of the group of companies to which it belongs.

(h) **No wager**: It is entering and has entered into the Transaction Documents in the ordinary course of its business and is not entering and has not entered into the Transaction Documents as a wager or bet.

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(i) **No control of the Issuer**: Neither it nor its Affiliates "control" the Issuer (within the meaning of section 50AA of the *Corporations Act* 2001 (Cth));

(j) **Security:**

(i) It has good, valid and marketable title to and is the sole beneficial owner of the Secured Property, subject to any other rights or interests arising as a result of any agreement between the Custodian and any other person, and has the legal right and power to sell and transfer legal and beneficial title in such Secured Property.

(ii) The Transaction Security over the Secured Property is a valid and effective Security in such Secured Property which is first ranking.

(iii) It has the power to grant Security in and over all the Secured Property and any and all property it transfers to the Collateral Account from time to time and has taken all necessary actions to authorise the granting of that Security.

(iv) All Secured Property is free and clear of any Security, Quasi-Security, option or other interest or restriction including any transfer restriction, other than (i) the Transaction Security, (ii) pursuant to the terms of the Custody Agreement or any agreement between the Custodian and any other person and (iii) Security generally imposed on all securities in a clearing system in which any Collateral Shares may be held.

(v) In the event of any sale, transfer or appropriation of the Secured Property (including in the event of any enforcement of Bank's rights pursuant to a Security Document) and subject to the release of the Transaction Security, good and valid legal (unless legal title is held by, or for, Counterparty by the CHESS Participant, in which case it is entitled to procure the CHESS Participant pass full legal title) and beneficial title to the Secured Property will, subject to all necessary actions being duly performed and all documents being duly executed in each case by such person having ownership of or controlling the Secured Property (including, where applicable, the CHESS Participant), pass to the purchasers or transferees of such Secured Property, or to the entities appropriating such Secured Property, free and clear of all Security.

(vi) Counterparty understands and acknowledges that in the event of a Potential Event of Default, Event of Default, Termination Event, designation of an Early Termination Date and/or an enforcement of the Transaction Security, information in respect of, relating to or arising out of the Transactions, the Transaction Documents, the Transaction Security and/or the Secured Property (including, without limitation, details of Counterparty, the applicable Potential Event of Default, Event of Default or Termination Event) may be disclosed by Bank (together with any person acting on Bank's behalf) to, without limitation, buyers and/or potential buyers of Shares (including any Collateral Shares), the Issuer and/or the market generally, and Counterparty hereby irrevocably authorises and consents to such disclosure.

(vii) Counterparty understands and acknowledges that upon the occurrence of a Potential Event of Default, Event of Default or Termination Event and the exercise of remedies with respect thereto under the Transaction Documents, (a) a bulk sale of the Collateral Shares subject to the Transaction Security may occur which may result in a substantially discounted realisation value with respect to such Collateral Shares compared to the then current market price and/or (b) a private sale of the Collateral Shares subject to the Transaction Security may occur which may result in less proceeds than a public sale. Counterparty acknowledges and agrees that (i) any such bulk sale or private sale, shall be a commercially reasonable disposition under applicable law notwithstanding any loss to it from a lower sale price than compared to the then current price; (ii) neither Bank nor any Affiliate of Bank shall have any liability or responsibility for any such loss unless Bank or such Affiliate of Bank breaches any of its obligations imposed under any

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Security Document or by English law; and (iii) Bank or any Affiliate of Bank may charge Counterparty a fee, recoverable from the proceeds of any such sale, for conducting any such sale and any activities ancillary thereto.

(k) **The Shares**:

(i) A number of Shares at least equal to the Maximum Total Number of Shares have been deposited into the Collateral Account by Counterparty as of the Trade Date.

(ii) The Shares held in the Collateral Account:

(I) are held in the Clearance System and are not in definitive form;

(II) have been duly authorised and validly issued and, subject to any restrictions of transfer set forth in any Transaction Document, are freely and fully transferable and not subject to any pre-emptive rights or restrictions on transfer;

(III) are listed on the Exchange, were acquired by Counterparty through special crossings and/or on-market acquisitions on the Exchange, and are registered in the name of the CHESS Participant in the CHESS sub-register;

(IV) are fully paid and have no moneys or liabilities outstanding or payable in respect of them;

(V) are not subject to any option to purchase or similar rights (other than under this Transaction); and

(VI) are not subject to any legal or contractual restriction (including without limitation the constitutional documents of the Issuer) which may result in any material adverse consequences to Bank in connection with its performance of its obligations under the Transaction or its engagement in any Hedging Activities in relation to the Transaction or relating to the ability of Bank to create, perfect, protect, value, market, realise or enforce its Security Interests over such Shares.

(iii) Neither (A) the transfer of the Shares to the Collateral Account, (B) the terms of the Transaction Documents, nor (C) the enforcement of any Security Document or the Security created thereby:

(I) will result in any form of notification being required to be made to any stock exchange, regulatory authority or similar body or to any other person by Bank, Counterparty, or, in respect of Counterparty, any of its Affiliates or Relevant Individual (as defined below) (other than the filing of any substantial shareholding notice or change in interests of substantial shareholding notice with the ASX or any filing required under Guidance Note 20 (Equity Derivatives) issued by the Australian Takeovers Panel);

(II) will result in a requirement for any approval to be obtained with respect to Counterparty or the Parent Company from any stock exchange, regulatory authority or similar body or from any other person (provided that in the case of a transfer to, or grant of an interest in favour of, a person, any notification or approval required under FATA (Commonwealth of Australia) is made or obtained by that person);

(III) will result in (a) any breach by Bank, Counterparty or any of Counterparty's Affiliates of the Listing Rules, Australian Corporations Act or any other similar law or regulation or published regulatory policy or guidance, or (b) any clearance to deal being required under the Listing Rules, Australian Corporations Act or any other similar law or regulation or published regulatory policy or guidance by Counterparty;

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(IV) will result in a breach of section 606 of the Australian Corporations Act by Bank, Counterparty or any of Counterparty's Affiliates; or

(V) will result in a mandatory offer or bid being required to be made by Bank or any transferee or purchaser of the Shares,

provided that in the case of paragraphs (I), (II) or (V), any other such Shares held by Bank will be disregarded.

(iv) The provisions of Section 9.11 of the Equity Definitions will apply to each delivery of Shares pursuant to the Transaction Documents save that the words "(other than a lien routinely imposed on all securities by the relevant Clearance System)" shall be replaced by the words "(other than any lien, charge or other encumbrance arising by operation of law or under the applicable custody documentation in favour of any custodian or sub-custodian through which the Shares are so held, or any lien routinely imposed on all securities by the relevant Clearance System (each, a "**Permitted Encumbrance**"))" and, without prejudice to the generality of Section 9.11 of the Equity Definitions, Counterparty is absolutely entitled to pass full legal (unless legal title is held by, or for, Counterparty by the CHESS Participant, in which case it is entitled to procure the CHESS Participant to pass full legal title) and beneficial ownership of all Shares delivered by it to Bank under the GMSLA free from all liens, charges and encumbrances (other than any Permitted Encumbrance).

(v) None of Counterparty, any of its Affiliates or any Relevant Individual intend to do anything which may cause the Shares to cease to be listed, traded or publicly quoted on the Exchange.

(l) **US Securities Laws**:

(i) To the best of Counterparty's knowledge and belief after due enquiry, the Issuer is a "foreign issuer" (as defined in Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**");

(ii) To the best of Counterparty's knowledge and belief after due enquiry, there is no substantial U.S. market interest (as defined in Regulation S) in the Shares.

(iii) The Shares satisfy the eligibility requirements of Rule 144A(d)(3) under the U.S. Securities Act.

(iv) To the best of Counterparty's knowledge and belief after due enquiry with respect to the facts made available to it, the Issuer is exempt from the reporting requirements of the U.S. Securities Exchange Act of 1934, as amended, pursuant to the exemption afforded by Rule 12g3-2(b) thereunder.

(v) Neither Counterparty, any of its Affiliates (as defined in Rule 501(b) of Regulation D under the U.S. Securities Act) or any Relevant Individual (as defined below) nor any person acting on its or their behalf, directly or indirectly, has:

(I) made or will make any offers or sales of, or has solicited or will solicit offers to buy, or has otherwise negotiated or will negotiate or has taken or will take any other action in respect of, Shares or other securities, in each case in circumstances that would require any Shares or other securities subject to the Transaction Security to be registered under the U.S. Securities Act;

(II) engaged or will engage in any "directed selling efforts" or any form of "general solicitation or general advertising" (each as defined under the U.S. Securities Act), with respect to any Shares or other securities subject to the Transaction Security; or

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(III) distributed or will distribute any offering or sales materials in connection with any offering and sale of Shares or other securities subject to the Transaction Security.

(vi) The Counterparty is not now, nor has the Counterparty been within the preceding three months, an affiliate (as defined in Rule 144(a)(1) under the U.S. Securities Act) of the Issuer. At least one year has elapsed since the later of the date the Shares were acquired from the Issuer or from an affiliate of the Issuer, as calculated in accordance with Rule 144(d) under the U.S. Securities Act.

(vii) To the best of Counterparty's knowledge and belief after due enquiry, the Issuer is not required to be registered as an "investment company" under, and as such term is defined in, the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

(viii) To the best of Counterparty's knowledge and belief after due enquiry, the Issuer is not a "covered fund" for purposes of the "Volcker Rule" under section 619 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

(m) **Full disclosure**: All information (as supplemented from time to time) that has been or will hereafter be made available to Bank by Counterparty or any of its representatives in connection with Counterparty or the transactions contemplated in the Transaction Documents is and will at all times be complete and correct (as at the date on which such information is or will be provided) and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements were or are made (as the case may be).

(n) **Assessment and Understanding:** Counterparty is capable of assessing the merits of and understanding the consequences of the Transaction (on Counterparty's own behalf or through independent professional advice and has taken independent legal advice in connection with the Transaction), and understands and accepts, the terms, conditions and risks of the Transaction. In particular, but without limitation, Counterparty has understood, evaluated and is willing to accept:

(i) the legal requirement pertaining to the Transaction;

(ii) the tax treatment of the Transaction; and

(iii) the accounting treatment of the Transaction.

(o) **Wholesale client:** The transactions contemplated in the Transaction Documents are being entered into by Counterparty as a wholesale client for the purposes of section 761G of the Australian Corporations Act.

(p) **Complex Risks:** Counterparty understands that the transactions contemplated in the Transaction Documents are subject to complex risks which may arise without warning, may at times be volatile, and that losses may occur quickly and in unanticipated magnitude.

(q) **Designated Person:** Except as disclosed to Bank in writing prior to the Trade Date, no Relevant Individual is a Designated Person as defined in the Issuer's securities dealing policy nor will any of them attain such status during the term of the transactions contemplated in the Transaction Documents.

(r) **Market Manipulation**:

(i) None of Counterparty, any of its Affiliates or any Relevant Individual is engaged in insider dealing, false trading, price rigging, stock market manipulation, other forms of abuse or similar conduct that is criminal, unlawful or improper pursuant to any applicable laws or regulations, including without limitation, the Australian Corporations Act, any other applicable laws of the Commonwealth of Australia or the ASX Listing Rules published and distributed by the ASX , in

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connection with Counterparty entering into, or exercising its rights and performing its obligations under, the Transaction Documents; and

(ii) Neither Counterparty, any of its Affiliates nor any Relevant Individual has engaged in any behaviour which is designed to cause, has caused, or might reasonably be expected to cause, manipulation of the price of any securities issued by the Issuer and neither Counterparty nor any of its Affiliates has made, and will make, any disclosure of false, incomplete, or misleading information which has caused, or might reasonably be expected to cause, a change in the normal functioning of the securities market or manipulation of the price of any securities issued by the Issuer.

(s) **Material Non-Public Information**:

(i) Neither it nor any Relevant Individual are in possession of any Material Non-public Information in respect of the Issuer or the Shares and Counterparty's reasons and objectives in entering into the transactions contemplated in the Transaction Documents constitute a genuine and legitimate business and commercial purpose;

(ii) Counterparty has not passed on any Material Non-public Information relating to the Issuer or the Shares to Bank, including in a Communication;

(iii) in entering into and performing its obligations under the Transaction Documents, neither Counterparty nor any Relevant Individual is or has engaged in market abuse or market manipulation, nor has Counterparty or any Relevant Individual made, or in any way influenced the decision to:

(I) enter into the Transaction Documents; or

(II) dispose of any Shares;

in each case, on the basis of inside information in violation of the Listing Rules, Australian Corporations Act, any other applicable laws of the Commonwealth of Australia or any comparable applicable legislation in any other applicable jurisdiction; and

(iv) none of Counterparty or any Relevant Individual is engaged in insider trading or similar conduct that is criminal or unlawful pursuant to or in breach of any applicable laws or regulations, including without limitation, section 1043A of the Australian Corporations Act, in connection with Counterparty:

(I) entering into, or exercising its rights and performing its obligations under, the Transaction Documents to which it is a party; or

(II) applying for, acquiring, disposing of, entering into an agreement to apply for, acquire, or dispose of, procuring another person to apply for, acquire, or dispose of, or procuring another person to enter into an agreement to apply for, acquire, or dispose of, Shares under the terms of this Confirmation.

(t) **Disclosure and Reporting**: Counterparty has complied, and will comply at all times, with all disclosure or reporting requirements, if any, that may be relevant to the Transaction and/or any Credit Support Documents in accordance with applicable legal or regulatory provisions, stock exchange rules and/or the constitutive documents of the Issuer, including (without limitation) under the Listing Rules, the Australian Corporations Act and Guidance Note 20 (Equity Derivatives) issued by the Australian Takeovers Panel.

(u) **No breach of laws**: Counterparty has not breached any law or regulation which would impair its ability to perform its obligations under the Transaction Documents or the ability of Bank or it to hold, acquire or dispose of any Shares or Hedge Positions. It has entered into the Transaction Documents for bona fide

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commercial reasons and for proper value, in deciding to enter into the Transaction Documents or to perform its obligations thereunder it was not, and will not be, influenced by a desire to prefer Bank, and it has not entered into the Transaction Documents with an intention to defraud or wilfully defeat an obligation owed to any creditor.

(v) **Eligible Contract Participant**: Counterparty is an "eligible contract participant" (as such term is defined in Section 1a of the Commodity Exchange Act, as amended (the "**CEA**")) and the Transaction Documents and the Transactions are subject to an individual negotiation by the Parties and have not been executed or traded on a "trading facility" as defined in Section 1a of the CEA.

(w) **Non-U.S. Person**: It reasonably believes that it does not fall within any of the U.S. Person Categories, as defined and outlined in the ISDA Cross-Border Representation Letter, and believes in good faith that it would not otherwise be deemed to be a "U.S. person" under the U.S. Commodity Futures Trading Commission's **("CFTC")** Final Cross-Border Interpretive Guidance.

(x) **Suitability**:

(i) It is a sophisticated, professional investor that has knowledge of transactions such as the transactions contemplated in the Transaction Documents and has made its own independent legal, tax, accounting and financial evaluation of the merits and risks of such transactions,

(ii) It understands that Bank is neither endorsing nor recommending the transactions contemplated in the Transaction Documents,

(iii) It has not relied on any representations, warranties or statements (including by omission) of any kind or nature, whether written or oral, expressed or implied, statutory or otherwise of Bank (or any Affiliate of Bank) or any of their respective officers, directors, affiliates or employees in connection with the transactions contemplated in the Transaction Documents; and

(iv) Counterparty has obtained what it considers adequate information in order to make an informed decision with respect to proceeding with the transactions contemplated in the Transaction Document.

(y) **Institutional Suitability:**

(i) It is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities;

(ii) It will exercise independent judgment in evaluating the recommendations of any of Bank, its Affiliates or their respective associated persons, unless it has otherwise notified Bank in writing; and

(iii) It has total assets of at least USD50 million as of the date hereof.

(z) **No Agency:** Bank is not acting as a fiduciary for or adviser to it in respect of the Transaction.

(aa) **Corporate Compliance**: The entry into the Transaction and performance of any obligation under the Transaction will not violate or conflict with any corporate policy of the Issuer or other rules or regulations applicable to Counterparty, including, but not limited to, the Issuer's trading window, blackout or other similar period policy.

(bb) **Sanctions**: It has implemented and maintains in effect policies and procedures designed to ensure compliance by it, its Affiliates, any Relevant Individual and any of their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions Laws and Regulations, and it, its Affiliates, any Relevant Individual and any of their respective directors, officers, employees and agents

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are in compliance with Anti-Corruption Laws and applicable Sanctions Laws and Regulations in all material respects.

(cc) **Sanctioned Person**: None of (x) it, its Affiliates, any Relevant Individual and their respective directors, officers, employees and agents and or (y) to its knowledge, any of its agents or any of its Affiliate's or any Relevant Individual's agents that will act in any capacity in connection with or benefit from this Agreement or any Credit Support Document, is or will become a Sanctioned Person.

(dd) **Use of proceeds**: No use of proceeds or other transaction contemplated by this Confirmation will violate Anti-Corruption Laws or applicable Sanctions Laws and Regulations.

(ee) **Voting Rights in Issuer**: As at the date of this Confirmation, it is the legal (unless legal title is held by, or for, Counterparty by the Custodian or a CHESS Participant) and beneficial owner of no more than 10% of the shares of the Issuer.

(ff) **No filing or stamp taxes**: Under the law and regulation of the Relevant Jurisdictions it is not necessary that the Transaction Documents be filed, registered, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Transaction Documents or the transactions contemplated by the Transaction Documents, other than any stamp duty arising under Australian law which may be payable upon any sale or other disposal or appropriation of any Collateral Shares by Bank in connection with any enforcement of the Security expressed to be created by the Security Documents.

(gg) **"Black Out" Policies and Australian Securities Law:** Its entry into the transactions contemplated in the Transaction Documents and the performance of its obligations thereunder will comply with and will not in any way breach or be limited by (a) any applicable trading or "black out" policies of the Issuer to which Counterparty may be subject, (b) any other applicable conditions on restrictions imposed by either the Issuer or by any shareholder's pact or agreement in relation to the Shares to which Counterparty may be subject, or (c) any statutory, regulatory, published regulatory policy or guidance or other restrictions to which Counterparty or any of its Affiliates may be subject (including without limitation Chapter 6 of the Australian Corporations Act, the Australian Takeovers Panel Guidance Notes and ASIC regulatory guides);

(hh) **Custody Agreement**:

(i) Subject to the Security Documents, Counterparty is and will at all times be the sole, absolute, legal and beneficial owner of its rights under the Custody Agreement.

(ii) The Custody Agreement remains in full force and effect without any material amendment, supplement or variation (other than as contemplated in accordance with the terms of the Custody Agreement or made with the prior written consent of Bank).

(iii) No:

(I) breach or default by Counterparty under the Custody Agreement has occurred and is continuing;

(II) right for Counterparty or any other party to rescind, cancel or terminate the Custody Agreement has arisen, unless Bank has consented to alternative custody arrangements and those arrangements, together with such documents as may be required by Bank to effect those alternative custody arrangements in form and substance satisfactory to Bank, are entered into not later than 14 days prior to termination of the Custody Agreement taking effect; or

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(III) claim has been made by Counterparty or any other party under or in connection with the Custody Agreement.

(ii) **Financial statements**:

(i) Its financial statements most recently supplied to Bank were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) Its financial statements most recently supplied to Bank give a true and fair view of (if audited) or fairly represent (if unaudited) its financial condition and operations for the financial period to which they relate, save to the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in its business or financial condition since the date of the financial statements described in this paragraph (ii).

Each of the above representations and the representations as set out in Part 4(m) of Schedule 1 (*ISDA Schedule Elections and Amendments*) are made by Counterparty as of the Trade Date and on:

(a) each date on which any Hedging Activities in connection with Bank's establishment of the Applicable Hedge Positions are entered into, priced or completed;

(b) the Effective Date;

(c) each date on which a Transaction Document is executed;

(d) each date on which Shares are transferred to Bank pursuant to the GMSLA;

(e) the Final Exchange Date;

(f) any day that Counterparty makes a Settlement Method Election under an Option Transaction;

(g) each Valuation Date, Settlement Date and Cash Settlement Payment Date under an Option Transaction;

(h) any day that Counterparty submits or withdraws a Consent Request (as defined below) in accordance with the "Physical Re-Delivery of Loaned Shares on Early Termination" provisions;

(i) any other day that Counterparty exercises its rights pursuant to this Confirmation or any other Transaction Documents; and

(j) (in respect of paragraph (ii) (*Financial Statements*) only) each date any financial statement is supplied to Bank,

in each case, by reference to the facts and circumstances then existing.

Counterparty acknowledges that Bank is entering into the Transaction and this Confirmation in reliance on the above representations.

<u>Information Undertakings:</u>

(a) **Financial statements**

Counterparty shall supply to Bank:

(i) as soon as the same become available, but in any event within 180 days after the end of each of its financial years, its audited financial statements for that financial year;

(ii) as soon as the same become available, but in any event within 180 days after the end of each of the Issuer's financial years, the Issuer's audited financial statements for that financial year;

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(iii) as soon as the same become available, but in any event within 180 days after the end of each half of each of the Issuer's financial years, the Issuer's audited financial statements for that financial half year;

(iv) as soon as the same become available, but in any event within 120 days after the end of each of the Parent Company's financial years, the Parent Company's audited financial statements for that financial year; and

(v) as soon as the same become available, but in any event within 120 days after the end of each half of each of the Parent Company's financial years, the Parent Company's audited financial statements for that financial half year.

(b) **Requirements as to financial statements**:

(i) Each set of financial statements delivered by Counterparty pursuant to paragraphs (a)(i) and (a)(ii) (*Financial statements*) shall be certified by a director of Counterparty as giving a true and fair view of (in the case of any such financial statements which are audited) or fairly representing (in the case of any such financial statements which are unaudited) its financial condition as at the date as at which those financial statements were drawn up.

(ii) Counterparty shall procure that each set of financial statements delivered pursuant to paragraphs (a)(i) and (a)(ii) (*Financial statements*) is prepared using GAAP.

(iii) The financial year end for Counterparty shall be 31 December in each year.

Additional Covenants:

An Event of Default under Section 5(a)(ii) of the Agreement with respect to Counterparty as the Defaulting Party shall be deemed to have occurred as soon as Counterparty (or, as applicable, any of its Affiliates or Relevant Individuals), breaches any of the covenants set out below or any provision of Annex 2 (*Regulatory Provisions*), without regard to any remedy or grace period set out in Section 5(a)(ii) of the Agreement.

Counterparty covenants to each of Bank and Broker that:

(a) **Incorporation**: Counterparty will for the term of the Transaction maintain its place of incorporation and domicile as in effect at the Trade Date;

(b) **Market activity**: during (i) the period commencing on (and including) the date falling 2 calendar days prior to the Hedge Period and ending on (and including) the Hedge Period End Date and (ii) in respect of each Tranche, each period commencing on (and including) the date falling 2 calendar days prior to the Valuation Date in respect of the first Tranche and ending on (and including) the Cash Settlement Payment Date or Settlement Date (as applicable) in respect of the final Tranche, Counterparty shall not, and shall procure that its Affiliates and the Relevant Individuals shall not:

(i) purchase or sell (directly or indirectly): (x) any Shares; (y) any other securities of the Issuer; or (z) save as contemplated by this Confirmation, any derivatives referencing any securities of the Issuer; or

(ii) engage in any market activity or market behaviour that might be expected to have a material influence on the price of the Shares (as determined by Bank in its sole and absolute discretion),

in each case, without the prior written consent of Bank;

(c) **Derivatives transactions:** Counterparty shall not, and shall procure that none of its Affiliates or any Relevant Individual will, enter into any derivative transaction (being a call, put, forward or swap or any

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combination thereof (howsoever described)) that references the Share other than pursuant to the Transaction Documents or the Permitted Derivative Transaction Documents;

(d) **Compliance with law**: Counterparty shall not, and shall procure that no Relevant Individual will, take any action that would, as a result of any transfer of Shares under this Agreement, the GMSLA or any Credit Support Document, result in (I) any breach by Counterparty, any of its Affiliates, any Relevant Individual or the Issuer of the Australian Corporations Act, FATA 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 Australian Corporations Act, FATA or any other similar law or regulation by Counterparty, any of its Affiliates, any Relevant Individual or any person in accordance with whose instructions Counterparty is accustomed or obliged to act;

(e) **Mandatory offers:** Counterparty shall not, and shall procure that none of its Affiliates and any Relevant Individual will, (a) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) which will or would result in any mandatory offer or bid in respect of any Shares being required to be made by Counterparty or Bank pursuant to any applicable law or regulation (including the takeover provisions in Chapter 6 of the Australian Corporations Act) or (b) make any voluntary takeover bid or scheme of arrangement for the Shares pursuant to any applicable law or regulation;

(f) **US / Singapore nexus**: Counterparty shall not, whether as legal or beneficial owner:

(i) hold any assets situated within Singapore or the US;

(ii) hold shares or other forms of interest in, or any contractual or other relationship or arrangement with, any person incorporated or otherwise organised under the laws of, or situated or resident in, the US or Singapore;

(iii) hold cash deposits with, or interests in any Specified Indebtedness issued or otherwise incurred by, any person incorporated or otherwise organised under the laws of, or situated or resident in, the US or Singapore; or

(iv) be a resident in the US and it shall not have any domicile, property or place of business in the US or Singapore;

(g) **AML / Sanctions**: Counterparty will not directly or indirectly use the proceeds of the Transaction, and Counterparty shall not use, and shall procure that its Affiliates, Relevant Individuals and their respective directors, officers, employees and agents shall not directly or indirectly use the proceeds of the Transaction:

(i) 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;

(ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person or in any Sanctioned Territory; or

(iii) in any manner that would cause or result in the violation of any Sanctions Laws and Regulations applicable to any party (including any party in connection with the transaction contemplated by the Transaction Documents).

(h) **Custody Arrangements:** Counterparty shall not terminate the Custody Agreement or replace the Custodian prior to the irrevocable discharge in full of all obligations of Counterparty to Bank under the Transaction Documents to the satisfaction of Bank;

(i) **No impairment of Security:**

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(i) Counterparty shall not, and shall procure that each of its Affiliates, any Relevant Person and any person acting on its or their behalf does not, take, or knowingly or negligently omit to take, any action which act or omission could reasonably be expected to impair, or would have the result of impairing, in any way any of the Transaction Security;

(ii) Counterparty shall not, and shall procure that each of its Affiliates, any Relevant Person and any person acting on its or their behalf does not, directly or indirectly:

(I) make any offers or sales of, or solicit offers to buy, or otherwise negotiate or take any other action in respect of Shares or other securities, in each case in circumstances that would require Shares or other securities subject to the Transaction Security to be registered under the U.S. Securities Act;

(II) engage in any "directed selling efforts" or any form of "general solicitation or general advertising" (each as defined under the U.S. Securities Act), with respect to Shares or other securities subject to the Transaction Security; or

(III) distribute any offering or sales materials in connection with any offering and sale of Shares or other securities subject to the Transaction Security;

(iii) Counterparty shall, at its own cost and expense, promptly take all such action as Bank may reasonably require:

(I) for the purpose of creating, perfecting or protecting any of Bank's rights under any of the Security Documents and the Custody Agreement; and

(II) for the purpose of maintaining the operation of any of the Security Documents and the Custody Agreement,

including, without limitation and in connection with paragraphs (I) and (II) above:

(III) the filing and registration of the Security Agreement at the Companies Registry of Hong Kong as required under Part 8 (*Registration of Charges*) of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong);

(IV) the execution of any transfer, conveyance, assignment or assurance of any asset and the giving of any notice, order or direction and the making of any registration which Bank may reasonably require; and

(V) the execution and doing of all such deeds, instruments, renunciations, proxies, notices, documents, acts and things in such form as Bank may from time to time require;

(iv) Counterparty shall ensure that 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 generally;

(j) **Exercise of voting rights:** Counterparty shall not exercise any voting or other rights it has in respect of any Shares in any manner which would restrict or inhibit any appropriation or transfer of the Collateral Shares or the creation or enforcement of the Transaction Security or take any action that would have the effect of imposing restrictions on the transferability of the Shares (including, without limitation, restrictions under or pursuant to any applicable securities law or regulation);

(k) **Disclosure:** Counterparty shall, and shall procure that its Affiliates and each Relevant Individual will, comply fully with all applicable filing, disclosure, transaction reporting and/or other notification requirements with respect to any aspect of the Transactions, in each case as required under applicable law, rule or regulation, published policy or guidance in accordance with any stock exchange regulations,

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including any requirement imposed by the Australian Corporations Act or any other disclosure or notification requirements imposed under applicable market abuse rules or legal and regulatory provisions, published regulatory policy or guidance and Counterparty shall, unless prohibited by law from doing so, provide Bank with a draft of any report or notice that it or the Parent Company intends to file in respect of any Transaction prior to filing it as well as a copy of any report or notice filed in respect of any Transaction promptly upon filing thereof or by any regulatory authority in any relevant jurisdiction;

(l) **Negative pledge**: Counterparty shall not create or permit to subsist any Security or Quasi-Security over any Secured Property or any other Shares, other than:

(i) any Security or Quasi-Security expressed to be created pursuant to the Transaction Documents;

(ii) any Security or Quasi-Security expressed to be created pursuant to the Custody Agreement in favour of the Custodian; or

(iii) any Security or Quasi-Security resulting from the rules and regulations of any clearing system or stock exchange over shares and/or other securities held in that clearing system or stock exchange.

(m) **Disposals:** Counterparty shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of, directly or indirectly, all or part of its beneficial interest in any Secured Property or any other Shares other than pursuant to the Transaction Documents.

(n) **Arm's length basis:** Counterparty shall not enter into any transaction with any person except on arm's length terms.

(o) **Merger:**

(i) Counterparty shall not enter into any amalgamation, demerger, merger, corporate reconstruction or similar arrangement.

(ii) Paragraph (i) above does not apply to any sale, lease, transfer or other disposal permitted pursuant to provision (m) (*Disposals*) above.

(p) **Change of business:** Counterparty shall procure that no change is made to the general nature of its business from that carried on at the date of this Confirmation.

(q) **Domicile and Tax Residence:** Counterparty shall continue to be incorporated in Hong Kong and shall not redomicile outside of Hong Kong or take any action to change its jurisdiction of organisation. Counterparty is a tax resident of Hong Kong and shall not change its residence for tax purposes;

(r) **Notification of default:** Counterparty will inform Bank immediately upon becoming aware of any of the following: (i) any of the statements in the "Additional Representations" section ceases to be true or it fails to comply with any of the undertakings in this "Additional Covenants" section or the "Additional Provisions" section below or (ii) an Event of Default, a Potential Event of Default, a Termination Event, an Additional Termination Event or an Extraordinary Event (including without limitation an Additional Disruption Event) has occurred;

(s) **Market Manipulation:** Counterparty shall not, and shall procure that none of its Affiliates or any Relevant Individual will, engage in insider dealing, false trading, price rigging, stock market manipulation, other forms of abuse or similar conduct that is criminal, unlawful or improper pursuant to any applicable laws or regulations, including without limitation, the Australian Corporations Act or the Listing Rules;

(t) **Provision of public information**:

(i) Counterparty shall not, and shall procure that none of its Affiliates or any Relevant Individual will, provide Bank with any Material Non-Public Information in any communication;

(ii) Counterparty shall, and shall procure that each of its Affiliates or any Relevant Individual will, only deliver a communication to Bank if it does not contain Material Non-Public Information; and

(iii) if, despite the above provisions, a communication does contain Material Non-Public Information, Counterparty shall notify Bank as soon as it becomes aware of that circumstance and it will be an Event of Default in respect of which Counterparty is the Defaulting Party;

(u) **No suspension or delisting of Shares**: Counterparty shall not, and shall procure that none of its Affiliates or any Relevant Individual will, do anything which may cause the Shares to cease to be listed, traded or publicly quoted on the Exchange;

(v) **Restricted payments**:

(i) Counterparty shall not:

(I) declare, make or pay any dividend or other distribution in respect of any of its shares;

(II) alter any rights attaching to its issued shares as at the date of this Confirmation in a manner which could reasonably be expected to adversely affect the interests of Bank; or

(III) redeem, repurchase, defease, retire or repay or redeem any of its share capital or resolve to do so; or

(IV) pay interest, commission or fees on, or repay, prepay, redeem, defease or otherwise discharge any loan provided by any of its direct or indirect shareholders or any of its Affiliates.

(ii) Paragraph (i) above does not apply to the extent that the action referred to in paragraph (i) above is:

(I) made at a time when no Potential Event of Default or Event of Default is continuing; and

(II) funded from:

(A) the proceeds of subscription by the shareholders of ordinary shares in Counterparty; or

(B) other cash belonging to Counterparty which is not credited to (and not required to be credited to) the Collateral Account.

Acknowledgements:

Counterparty acknowledges that, from time to time, Bank or its Affiliates may engage in other transactions involving the Shares for its or their own proprietary account and for other accounts under its or their management. Such proprietary transaction may have an adverse effect on Counterparty's position under the Transaction or any other transaction as contemplated by the Transaction Documents and neither Bank nor any of its Affiliates is under any obligation to disclose any such proprietary transactions or to have regard to Counterparty's position under the Transaction or any other transaction as contemplated by the Transaction Documents when dealing in such proprietary transactions.

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Additional Provisions:

(a) Counterparty acknowledges that the Hedging Activities are carried out by the Hedging Party acting on behalf of Bank and not on behalf or for the account of or as agent or fiduciary for Counterparty.

(b) Each party agrees to promptly provide the other party, in accordance with the notice procedures set out in Section 12 of the Agreement (as amended by the Schedule thereto), any information reasonably requested by such other party to enable such other party to comply with any request for information from any tax or other regulatory authority relating to the Transaction or any other transaction as contemplated by the Transaction Documents.

(c) With effect from the date on which all obligations or liabilities, due, owing or incurred by Counterparty to Bank under or in respect of the Transaction Documents, present or future, actual or contingent have been unconditionally and irrevocably paid and discharged in full to the satisfaction of Bank in its sole discretion, Bank will, at the request and at the cost of Counterparty, give such instructions and notices as are reasonably required under the Security Documents to release from the Transaction Security and permit the withdrawal from the Collateral Account of all Collateral Shares.

(d) Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Bank to purchase, sell, receive or deliver any Shares or other securities, or make or receive any payment in cash, to or from Counterparty, Bank may designate any of its affiliates to purchase, sell, receive or deliver such Shares or other securities, or make or receive such payment in cash, and otherwise to perform Bank's obligations in respect of the Transaction Documents, in each case, so long as (i) Counterparty will not as a result of such transfer be required to pay to Bank an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)), (ii) Counterparty will not as a result of such transfer receive a payment from which an amount is required to be deducted or withheld for or on account of a Tax (except in respect of interest under Section 9(h)) and no additional amount is required to be paid in respect of such Tax under Section 2(d)(i)(4) (other than by reason of Section 2(d)(i)(4)(A) or (B)) and (iii) no Event of Default or Termination Event occurs by reason of such transfer. Bank shall be discharged of the obligations so designated to be performed by such affiliate, but only to the extent of any such performance.

(e) Bank and Counterparty agree that the Transaction subject to the Transaction Documents and the Transaction subject to the GMSLA shall not be subject to the terms and conditions of, or form part of the services provided under, the Customer Agreement.

Amendments to the Equity Definitions:

The following amendments shall be made to the Equity Definitions:

(a) Section 11.2(a) of the Equity Definitions is hereby amended by deleting the words "a diluting or concentrative" and replacing them with "a material" and adding the following words at the end thereof "or options on such Shares";

(b) Section 11.2(c) of the Equity Definitions is hereby amended by (i) replacing the words "a diluting or concentrative" with "a material", (ii) adding the words ", the fair value of the Transaction or any Hedge Position in respect of the Transaction" after the words "on the theoretical value of the relevant Shares", (iii) deleting the phrase "for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Shares)" and replacing it with the phrase "for that effect (and, for the avoidance of doubt, adjustments may be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Shares or the fair value of the Transaction and/or any Hedge Position in respect of the Transaction)", and (iv) adding the parenthetical "(including, for the avoidance of doubt,

so as to impose an obligation on Counterparty to make a payment or delivery)" immediately after the word "Transaction" in the seventeenth line thereof;

(c) Section 11.2(e)(vii) of the Equity Definitions is hereby amended by deleting the words "a diluting or concentrative" and replacing them with the word "a material" and adding the following words at the end thereof ", the Transaction or options on such Shares";

(d) Section 12.6(a)(ii) of the Equity Definitions is hereby amended by (x) deleting from the fourth line thereof the word "or" after the word "official" and inserting a comma therefor, and (y) deleting the semi-colon at the end of subsection (B) thereof and inserting the following words therefor "or (C) at Party A's option, using good faith determinations, the occurrence of any of the events specified in Section 5(a)(vii)(1) through (9) of the ISDA 2002 Master Agreement with respect to that Issuer";

(e) Section 12.9(b)(v) of the Equity Definitions is hereby amended by (1) adding the word "or" immediately before subsection "(B)" and deleting the comma at the end of subsection (A); (2) deleting subsection (C) in its entirety and deleting the word "or" immediately preceding subsection (C); (3) inserting after the phrase "If such notice is not given" in the third sentence thereof the words "or the Non-Hedging Party has not elected an alternative specified in clause (A) or (B) above"; (4) replacing in the penultimate sentence the words "either party" with "the Hedging Party"; (5) deleting clause (X) and the words "or (Y)" in the final sentence; and (6) adding the words "*provided that* a loan or prospective loan of Shares shall not satisfy such referral condition unless it is on terms acceptable to the Hedging Party with respect to the exchange of collateral, the payment of manufactured dividends and the allocation of Tax risk in relation to such payments." at the end thereof; and

(f) Section 12.9(b)(vi) of the Equity Definitions is hereby amended by (1) adding the word "or" immediately before subsection "(B)" and deleting the comma at the end of subsection (A); (2) deleting subsection (C) in its entirety and deleting the word "or" immediately preceding subsection (C); and (3) replacing in the last sentence the words "either party" with "the Hedging Party".

Indemnification:

In addition to any remedies afforded Bank in connection with the transactions contemplated under the Transaction Documents, Counterparty agrees to indemnify and hold harmless Bank and its Affiliates and their respective officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an "**Indemnified Person**") from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several (collectively, "**Damages**"), to which an Indemnified Person may become subject arising out of or in connection with (i) any breach or alleged breach of any covenant or representation made by Counterparty in the Transaction Documents or any claim, litigation, investigation or proceeding relating thereto, regardless of whether any of such Indemnified Persons is a party thereto or (ii) any Indemnified Person's role in connection herewith (including, in each case, actions arising out of the Hedging Activities taken by Bank or an Affiliate thereof for the purpose of establishing the Applicable Hedge Positions), and to reimburse, within 30 days, upon written request, each of such Indemnified Persons for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing, in each case, except and solely to the extent that it is finally judicially determined that such Damages resulted from the gross negligence or willful misconduct of such Indemnified Person (and in such case, such Indemnified Person shall promptly return to Counterparty any amounts previously paid or reimbursed by Counterparty that relate to such Damages).

Bank has entered into this Transaction as principal. The time of this Transaction shall be notified to Counterparty upon request.

Physical Re-Delivery of Loaned Shares on Early Termination:

(a) On any date from (and including) the Trade Date, Counterparty may, by delivery of a written notice to Bank:

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(i) request that the provisions in paragraphs (b) to (g) below apply to any Modified Termination Date (as defined below) falling on or after the effective date of such notice (such request, a "**Consent Request**"); and

(ii) upon making any Consent Request, withdraw such Consent Request and, if it does so, such Consent Request shall be of no further effect from the date on which such notice of withdrawal has become effective in accordance with the Agreement.

(b) If:

(i) an Early Termination Date which is not a Cash Return Event Date (as defined below) is designated or deemed to occur in respect of the Transaction; or

(ii) a date of cancellation or termination of the Transaction, in whole or in part, in accordance with the Equity Definitions which is not a Cash Return Event Date (as defined below) occurs

(such Early Termination Date, date of cancellation or date of termination, as the case may be, a "**Modified Termination Date**"),

and a Consent Request is in effect with respect to such Modified Termination Date, then within one Business Day of such Modified Termination Date, Bank shall determine, acting in a commercially reasonable manner, whether it will consent to such Consent Request and inform Counterparty in writing accordingly. Each of Counterparty and Bank acknowledges and agrees that: (A) the determination made by the Permitted Derivative Entity under the "*Physical Re-Delivery of Loaned Shares on Early Termination*" provisions in the Permitted Derivative Confirmation: (I) may be different from the determination made by Bank pursuant to this paragraph (a); and (II) will not restrict Bank from making any contrary determination; and (B) Bank shall not be regarded as failing to act in a commercially reasonable manner on the basis of the fact that it has made a contrary determination *per se*.

(c) If Bank has provided its consent in accordance with paragraph (b) above, paragraphs (d) to (g) below shall apply to the relevant Modified Termination Date. In the case where no Consent Request is in effect with respect to a Modified Termination Date, or Bank has not consented to Counterparty's Consent Request with respect to such Modified Termination Date in accordance with paragraph (a) above, then paragraphs (d) to (g) below will be disregarded in their entirety with respect to such Modified Termination Date.

(d) Notwithstanding anything to the contrary in the Agreement:

(i) Sections 6(c)(ii) and 6(d) of the Agreement will not apply with respect to the Transaction, the Stock Loan Appendix or any Stock Loan Confirmation upon the effective designation of such Early Termination Date (in the case of sub-paragraph (i) of paragraph (b) above); or

(ii) the Transaction (or, in the case of a termination or cancellation of the Transaction in part, each Tranche (or part thereof) that is the subject of such termination or cancellation) will not terminate or cancel on the date specified for such purpose in Section 12 of the Equity Definitions (as modified by this Confirmation) (in the case of sub-paragraph (ii) of paragraph (b) above),

and instead the parties' rights and obligations under the Agreement will be settled in accordance with paragraphs (e) and (f) below.

(e) The Termination Amount Determining Party shall promptly notify the other party of the Estimated Termination Amount (in each case as defined below) and whether such amount is payable by Counterparty (the date on which such notification is deemed to be effective, the "**Estimated Termination Amount Notice Date**").

(f) If:

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(i) no Estimated Termination Amount is payable by Counterparty, or if the Estimated Termination Amount is payable by Counterparty to Bank and Counterparty pays to Bank in cleared funds an amount in the Termination Currency equal to the Estimated Termination Amount on or before the date falling one Business Day after the Estimated Termination Amount Notice Date (the date on which such payment is made, the "**Estimated Termination Amount Payment Date**"):

(I) on or as soon as reasonably practicable following the Estimated Termination Amount Payment Date or, if no Estimated Termination Amount is payable by Counterparty, the Estimated Termination Amount Notice Date, the Termination Amount Determining Party shall notify the other party of the relevant Termination Adjustment Amount and which party shall pay such amount (the date on which such notification is deemed to be effective, the "**Termination Adjustment Amount Notice Date**");

(II) on the Currency Business Day immediately following the Termination Adjustment Amount Notice Date:

(1) if the Termination Adjustment Amount is a negative number, Counterparty shall pay to Bank an amount equal to the absolute value of the Termination Adjustment Amount; and

(2) otherwise, Bank shall pay to Counterparty an amount equal to the Termination Adjustment Amount;

(III) the parties shall perform their obligations under the Stock Loan Appendix and any Stock Loan Confirmation in accordance with the terms thereof; and

(IV) other than the foregoing payments and deliveries, no further payments or deliveries under Section 2(a)(i) or 9(h)(i) of the Agreement in respect of the Transaction (or part thereof), the Stock Loan Appendix or any Stock Loan Confirmation will be required to be made, but without prejudice to the other provisions of the Agreement; or

(ii) Counterparty fails to pay any Estimated Termination Amount or Termination Adjustment Amount payable by it when due:

(I) in the case of sub-paragraph (i) of paragraph (b) above, Section 6(c)(ii) of the Agreement will immediately apply with respect to the Transaction, the Stock Loan Appendix and any Stock Loan Confirmation; or

(II) in the case of sub-paragraph (ii) of paragraph (b) above, the Transaction (or, in the case of a termination or cancellation of the Transaction in part, each Tranche (or part thereof) that is the subject of such termination or cancellation) will immediately terminate or cancel and the Cancellation Amount will be determined and payable in accordance with Section 12 of the Equity Definitions (as modified by this Confirmation).

(g) An Event of Default under Section 5(a)(i) of the Agreement with respect to Counterparty as the Defaulting Party shall be deemed to have occurred as soon as Counterparty fails to make any payment it is required to make pursuant to paragraph (f) above, without regard to any remedy or grace period set out in Section 5(a)(i) of the Agreement.

(h) Where:

"**Cash Return Event Date**" means:

(i) an Early Termination Date with respect to an Event of Default in respect of which Counterparty is the Defaulting Party;

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(ii) an Early Termination Date with respect to an Event of Default in respect of which Bank is the Defaulting Party;

(iii) an Early Termination Date with respect to a Termination Event under Section 5(b)(i) (*Illegality*) in relation to Bank's obligation to deliver Equivalent Securities (as defined in the Stock Loan Appendix) to, or to the account of, Counterparty;

(iv) an Early Termination Date with respect to an Additional Termination Event in respect of which Counterparty is the sole Affected Party under Part 1(g)(i) (*Trading Disruption*) or Part 1(g)(ii) (*ADTV Event*) of Schedule 1 (*ISDA Schedule Elections and Amendments*) to this Confirmation;

(v) a date of cancellation following a Nationalization under Section 12.6 of the Equity Definitions;

(vi) a date of cancellation following an Insolvency under section 12.6 of the Equity Definitions;

(vii) a date of termination following a Change in Law of the kind falling under paragraph (X) of Section 12.9(a)(ii) of the Equity Definitions (as modified by this Confirmation); or

(viii) a date of termination following an Insolvency Filing or Hedging Disruption under Section 12.9 of the Equity Definitions (as modified by this Confirmation).

"**Estimated Termination Amount**" means an amount in the Termination Currency equal to the Termination Amount Determining Party's good faith estimate of the Termination Amount.

"**Termination Adjustment Amount**" means an amount in the Termination Currency equal to any Estimated Termination Amount payable by Counterparty *minus* (x) any Termination Amount payable by Counterparty *plus* (y) any Termination Amount payable by Bank.

"**Termination Amount**" means an amount in the Termination Currency equal to:

(i) in respect of a Modified Termination Date falling under sub-paragraph (i) of paragraph (a) above, the Early Termination Amount in respect of the Transaction determined in accordance with Section 6 of the Agreement; and

(ii) in respect of a Modified Termination Date falling under sub-paragraph (ii) of paragraph (a) above, the relevant Cancellation Amount in respect of the Transaction (or, in the case of a termination or cancellation of the Transaction in part, each Tranche (or part thereof) that is the subject of such termination or cancellation) determined in accordance with the Equity Definitions,

in each case, for the avoidance of doubt, without taking into account the Stock Loan Appendix and any Stock Loan Confirmation.

"**Termination Amount Determining Party**" means the party required by the Agreement to determine the Early Termination Amount or the party required by the Equity Definitions to determine the Cancellation Amount, as the case may be.

Counterparts:

This Confirmation (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by electronic mail), each of which will be deemed an original.

Regulatory Provisions:

The Parties agree that the provisions of Annex 2 (*Regulatory Provisions*) will apply to this Confirmation, and each of the representations given under Paragraph 10 of Annex 2 (*Regulatory Provisions*) shall be given to each of Bank and Broker on (a) the Effective Date, (b) each date on which a Transaction Document is executed, (c) each date on

which Shares are transferred to Bank pursuant to the GMSLA, (d) the Final Exchange Date, (e) any day that Counterparty makes a Settlement Method Election under an Option Transaction, (f) each Valuation Date, Settlement Date and Cash Settlement Payment Date under an Option Transaction and (g) any other day that Counterparty exercises its rights pursuant to this Confirmation or any other Transaction Documents, in each case, by reference to the facts and circumstances then existing.

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Additional Definitions:

As used in this Confirmation:

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to Counterparty or its Affiliates, Relevant Individuals and their respective directors, officers, employees and agents from time to time concerning or relating to bribery or corruption.

"**ASIC**" means the Australian Securities and Investments Commission.

"**Australian Corporations Act**" means the Corporations Act 2001 (Commonwealth of Australia).

"**Broker**" means Morgan Stanley Australia Securities Limited.

"**CHESS Participant**" means HSBC Custody Nominees (Australia) Limited.

"**Clearance System**" means ASX Clear as implemented by ASX or any successor to such clearance system as determined by the Calculation Agent.

"**Collateral Account**" means the account with account number [redacted] held in the name of Counterparty with the Custodian in accordance with the terms of the Custody Agreement, and any other account designated as such in writing by Counterparty and Bank.

"**Collateral Shares**" means the securities from time to time recorded in and represented by the Collateral Account.

"**Communication**" means any document or notice required to be delivered pursuant to this Transaction, any Transaction Document or communication in connection with the transactions contemplated by the Transaction Documents.

"**Currency Business Day**" means any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in Sydney.

"**Custodian**" means Morgan Stanley & Co. International plc acting in its capacity as custodian.

"**Custody Agreement**" means the custody agreement dated 19 March 2024 between the Custodian and Counterparty.

"**Customer Agreement**" means the customer documents (Eligible Counterparty / Professional Client) sent to Counterparty on 29 February 2024 by Bank.

"**Equity Financing**" means any margin loan, equity derivative, exchangeable or convertible debt, stock loan, repo or other similar equity related financing, investment, hedging or monetisation transaction in respect of relating to (a) the Shares, (b) any other share capital or securities of the Issuer granting the right to payment of dividends and/or the proceeds of liquidation of the Issuer or (c) instruments referencing any of the securities referred to in paragraphs (a) and (b)."**FATA**" means the Foreign Acquisitions and Takeovers Act 1975 (Cth, Australia)

"**Fee Letter**" means the fee letter dated on or about the date of this Confirmation between Bank and Counterparty.

"**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 GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP 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 (other than any transaction referred to in paragraph (viii) below) entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any such 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) any Equity Financing in the form of equity derivatives, stock loans or repos (and, for this purpose, the amount of indebtedness will be equal to the principal amount, notional amount or other analogous amount of such Equity Financing after deduction therefrom any initial exchange amount, independent amount or other analogous amount paid by the relevant obligor to its counterparty for the purposes of funding (in full or in part) its entry into such Equity Financing);

(ix) shares which are expressed to be redeemable (other than at the option of the issuer) prior to the final Settlement Date or final Cash Settlement Payment Date (whichever is applicable);

(x) 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

(xi) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (x) above.

"**GAAP**" means generally accepted accounting principles, standards and practices in Hong Kong, including Hong Kong Financial Reporting Standards (HKFRS).

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

"**IRDA**" means the Insolvency, Restructuring and Dissolution Act 2018 (No. 40 of 2018) of Singapore.

"**Listing Rules**" means ASX Listing Rules published and distributed by the ASX.

"**Material Non-public Information**" means:

(i) material information (including without limitation 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 or otherwise generally available and which if it were made public, would be likely to have a material effect on the price or value of the Shares; or

(ii) other "inside information" (as defined in the Australian Corporations Act).

"**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.

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"**Parent Company**" means Ganfeng Lithium Group Co., Ltd. 江西赣锋锂业集团股份有限公司.

"**Permitted Derivative**" means the equity collar transaction referencing the Shares evidenced by the Permitted Transaction Confirmation.

"**Permitted Derivative Confirmation**" means the letter agreement confirming the terms and conditions of the equity collar transaction entered into between Counterparty and the Permitted Derivative Entity on or around the Trade Date.

"**Permitted Derivative Entity**" means Merrill Lynch International.

"**Permitted Derivative Transaction Documents**" has the meaning given to such term in the Permitted Derivative Confirmation.

"**PPSA**" means the Personal Property Securities Act 2009 (Commonwealth of Australia).

"**PRC**" means the People's Republic of China.

"**Quasi-Security**" means:

(i) the sale, transfer or other disposal of assets on terms whereby they are or may be leased to or re-acquired by Counterparty or any of its Affiliates;

(ii) the sale, transfer or other disposal of receivables on recourse terms;

(iii) the entry into of or permission to subsist any title retention arrangement in respect of assets;

(iv) the entry into of or permission to subsist any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts;

(v) the entry into of or permission to subsist any equity derivative, stock loan, repo or other similar equity-related financing, investment, hedging or monetisation transaction in respect of or relating to any assets or instruments referencing any assets; or

(vi) the entry into of or permission to subsist any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness of financing the acquisition of an asset.

"**Relevant Individual**" means in respect of Counterparty:

(i) any individual who is an officer or director of Counterparty;

(ii) any individual who is an employee of Counterparty who possesses the power to direct and cause the direction of the management and policies of Counterparty and has knowledge of the transactions contemplated in the Transaction Documents; or

(iii) any of its Associated Entities (as that term is defined in section 50AAA of the Australian Corporations Act) (or any individual able to direct the decision-making of Counterparty or any individual working on its behalf or any person who is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of Counterparty or who otherwise Controls Counterparty (as that term is defined in section 50AA of the Australian Corporations Act)), who has knowledge of the transactions contemplated in the Transaction Documents.

"**Relevant Jurisdiction**" means, in relation to, Counterparty:

(i) its jurisdiction of incorporation;

(ii) any jurisdiction where it conducts its business;

(iii) any jurisdiction where any asset subject to or intended to be subject to the Security created or evidenced or expressed to be created or evidenced under any Security Document is situated; and

(iv) the jurisdiction whose laws govern the perfection of any Security Document entered into by it.

"**Sanctioned Person**" has the meaning given to it in Paragraph 10(b)(i) of Annex 2 (*Regulatory Provisions*).

"**Sanctioned Territory**" has the meaning given to it in Paragraph 10(b)(ii) of Annex 2 (*Regulatory Provisions*).

"**Sanctions Laws and Regulations**" has the meaning given to it in Paragraph 10(b)(i) of Annex 2 (*Regulatory Provisions*).

"**Secured Property**" means all of the assets of Counterparty from time to time which are, or which are expressed to be, the subject of the Transaction Security including the Collateral Shares and/or any proceeds of the Collateral Shares.

"**Security**" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having similar effect, including any "security interest" as defined in section 12(1) or 12(2) of the PPSA.

"**Security Agreement**" means the Security Agreement dated on or about the date of this Confirmation between Bank and Counterparty.

"**Security Documents**" means the Security Agreement and the Specific Security Deed.

"**Specific Security Deed**" means the document entitled "Specific Security Deed" granted over the parcel of Shares owned by Counterparty that are the subject of the Transaction, dated on or about the date of this Confirmation between Bank and Counterparty.

"**Subsidiary**" means, in relation to a Holding Company, a company, corporation or other legal entity:

(i) which is controlled, directly or indirectly, by the Holding Company;

(ii) in which a majority of the voting shares are held by the Holding Company, either alone or pursuant to an agreement with others;

(iii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the Holding Company; or

(iv) which is a Subsidiary of another Subsidiary of the Holding Company,

and, for this purpose, a company, a corporation or other legal entity shall be treated as being controlled by a person if that other person is able to determine the composition of the majority of its board of directors or equivalent body or has the power to manage or direct the operating and financial policies of such person through ownership of share capital, by contract or otherwise.

"**Transaction Documents**" means the Agreement (including this Confirmation and the GMSLA), the Security Documents, the Fee Letter and the Custody Agreement.

"**Transaction Security**" means the Security created or expressed to be created in favour of Bank and any Receiver pursuant to any Security Document.

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Conditions Precedent:

The conditions precedent to the effectiveness of the Transaction referred to above are:

(a) receipt by Bank of evidence that on the Trade Date, a number of Shares at least equal to the Maximum Total Number of shares have been deposited into the Collateral Account;

(b) as at the Trade Date, no Event of Default or Potential Event of Default with respect to Counterparty has occurred and is continuing;

(c) each of the representations specified under "*Additional Representations*" above or given under Paragraph 10 of Annex 2 (*Regulatory Provisions*) is true in all material respects by reference to the facts and circumstances existing on the Trade Date;

(d) receipt by Bank of each Credit Support Document and the GMSLA duly executed by the parties thereto;

(e) receipt by Bank of a copy of all notices required to be sent under the Security Documents executed by Counterparty duly acknowledged by the addressee;

(f) delivery to Bank by Counterparty of a copy of the constitutional documents of Counterparty (including its certificate of incorporation, certificate of change of name (if any), business registration certificate, memorandum and articles of association, register of directors, register of members and register of charges);

(g) delivery to Bank by Counterparty of a copy of the board resolution (or equivalent) of Counterparty approving the terms of each Transaction Document and the transactions contemplated thereby, resolving to execute and perform each Transaction Document and the transactions contemplated thereby and authorising a specified person or persons to execute the Transaction Documents on its behalf;

(h) delivery to Bank by Counterparty of a specimen of the signature of each person authorised by the resolution referred to in paragraph (g) above;

(i) delivery to Bank by Counterparty of a copy of a resolution of the shareholder of Counterparty approving the terms of each Transaction Document and the transactions contemplated thereby;

(j) delivery to Bank by Counterparty of a certificate of an authorised signatory of Counterparty certifying that each copy document relating to it specified above is correct, complete and in full force and effect as at the date no earlier than the Trade Date;

(k) delivery to Bank by Counterparty of a certificate of an authorised signatory of Counterparty confirming that entering into and performing the Transaction Documents would not cause any borrowing, security or similar limit binding on Counterparty to be exceeded;

(l) delivery to Bank by Counterparty of the audited financial statements of Counterparty for the period ending 31 December 2023;

(m) receipt by Bank of evidence reasonably satisfactory to Bank of the acceptance of appointment of any process agent(s) to be appointed pursuant to any Transaction Document;

(n) receipt by Bank of evidence that all PPSA registrations required in respect of the Security Documents have been made;

(o) receipt by Bank of a legal opinion of Gilbert + Tobin, legal advisers to it as to matters of Australian law, substantially in the form distributed to Bank before signing this Confirmation, and addressed to Bank at the date of that opinion;

(p) receipt by Bank of a legal opinion of Linklaters, legal advisers to it as to matters of English law, substantially in the form distributed to Bank before signing this Confirmation, and addressed to Bank at the date of that opinion; and

(q) receipt by Bank of a legal opinion of Linklaters, legal advisers to it as to matters of Hong Kong law, substantially in the form distributed to Bank before signing this Confirmation, and addressed to Bank at the date of that opinion.

ACCOUNT DETAILS:

Account for payments to Bank:	As separately notified in writing.
Account for delivery of Shares to Bank:	As separately notified in writing.
Account for payments to Counterparty:	As separately notified in writing.
Account for delivery of Shares to Counterparty:	As separately notified in writing.

OFFICES:

The Office of Bank for the Transaction is Hong Kong.

The Office of Counterparty for the Transaction is Hong Kong.

Morgan Stanley & Co. International plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and is a member of the London Stock Exchange. Morgan Stanley & Co. International plc has entered into this Transaction as principal. The time of the Transaction evidenced by this Confirmation shall be notified to Counterparty upon request.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us.

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Yours faithfully,

Morgan Stanley & Co. International plc

By: _____

Name: Nicholas McDonald

Title: Executive Director

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Accepted and agreed to:

GFL International Co., Limited

By: _____

Name: WANG XiaoShen 王晓申

Title: Director

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Schedule 1

ISDA Schedule Elections and Amendments

Parties: Morgan Stanley & Co. International plc ("**Bank**" or "**Party A**"); and

GFL International Co., Limited ("**Counterparty**" or "**Party B**")

Part 1
Termination Provisions

(a) "**Specified Entity**" means in relation to Party A for the purpose of Sections 5(a)(v), 5(a)(vi), 5(a)(vii) and 5(b)(v): none.

"**Specified Entity**" means in relation to Party B for the purpose of:

Section 5(a)(v): Ganfeng Lithium Group Co., Ltd. (previously known as Ganfeng Lithium Co., Ltd.).

Sections 5(a)(vi), 5(a)(vii) and 5(b)(v): none.

(b) "**Specified Transaction**" means, in lieu of the meaning specified in Section 14, any contract or transaction, including an agreement with respect thereto (whether or not documented under or effected pursuant to a master agreement) now existing or hereafter entered into between one party to this Agreement (or any applicable Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any applicable Credit Support Provider of such party or any applicable Specified Entity of such party).

(c) The "**Cross-Default**" provisions of Section 5(a)(vi):

will not apply to Party A and

will apply to Party B.

In connection therewith, "**Specified Indebtedness**" will not have the meaning specified in Section 14, and such definition shall be replaced by the following: "any obligation in respect of the payment or repayment of moneys (whether present or future, contingent or otherwise, as principal or surety or otherwise) including, but without limitation, any obligation in respect of borrowed money, except that such term shall not include obligations in respect of deposits received in the ordinary course of a party's banking business."

"**Threshold Amount**" means, with respect to Party B, the lower of (i) USD50,000,000 or its equivalent in any other currency or currencies and (ii) an amount equal to two per cent. of Party B's shareholders' equity as specified from time to time in its audited financial statements for the most recently audited financial year.

(d) The "**Credit Event Upon Merger**" provisions of Section 5(b)(v):

will not apply to Party A and

will not apply to Party B.

(e) The "**Automatic Early Termination**" provision of Section 6(a):

will not apply to Party A and

will not apply to Party B.

(f) "**Termination Currency**" means AUD.

(g) **Additional Termination Event** will apply. In addition to each of the events specified in any Confirmation to constitute an Additional Termination Event, the following will each constitute an Additional Termination Event in respect of which Counterparty shall be the sole Affected Party:

(i) *Trading Disruption*. More than five consecutive Scheduled Trading Days are Disrupted Days.

(ii) *ADTV Event*. Bank determines in good faith and a commercially reasonable manner that, at any time, the 3-month average daily trading volume of the Shares on the Exchange as reported on Bloomberg page PLS AT <Equity> HP (the "**ADTV**") falls below 50 per cent. of the ADTV on the Effective Date. In respect of any such determination, Bank shall as soon as reasonably practicable upon written request from Counterparty, provide a written statement displaying in reasonable detail the basis for such determination, it being understood that Bank shall not be required to disclose its confidential or proprietary models or other information that is confidential, proprietary or subject to contractual, legal or regulatory obligations or self-regulatory requirements or related policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Bank) to not disclose such information, in each case, used by it in connection with such determination.

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Part 2
Tax Representations

(a) **Payer Representations**. For the purpose of Section 3(e) of this Agreement, Party A and Party B will make the following representation:-

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on: (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement; (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement; and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) of this Agreement by reason of material prejudice to its legal or commercial position.

(b) **Payee Tax Representations**. For the purpose of Section 3(f) of this Agreement, Party A and Party B will make the following representations specified below, if any:

(i) The following representations will apply to Party A:

It is a "foreign person" (as that term is used in section 1.6041-4(a)(4) of the United States Treasury Regulations) for U.S. income tax purposes and a "non-U.S. branch of a foreign person" (as that term is used in section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations) for U.S. federal income tax purposes.

(ii) The following representations will apply to Party B:

It is a "foreign person" (as that term is used in section 1.6041-4(a)(4) of the United States Treasury Regulations) for U.S. income tax purposes and a "non-U.S. branch of a foreign person" (as that term is used in section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations) for U.S. federal income tax purposes.

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Part 3
Agreement to Deliver Documents

For the purpose of Sections 4(a)(i) and 4(a)(ii) of this Agreement, each party agrees to deliver the following documents:-

(a) Tax forms, documents or certificates to be delivered are:

Party required to deliver document	**Document**	**Date by which to be delivered**
Party A	A correct and complete U.S. Internal Revenue Service Form W-8BEN-E or any successor thereto.	(i) Upon execution and delivery of this Agreement, (ii) promptly upon reasonable demand by Party B, and (iii) promptly upon learning that any such tax form previously provided by Party A has become obsolete or incorrect.
Party B	A correct and complete U.S. Internal Revenue Service Form W-8BEN-E or any successor thereto.	(i) Upon execution and delivery of this Agreement, (ii) promptly upon reasonable demand by Party A, and (iii) promptly upon learning that any such tax form previously provided by Party B has become obsolete or incorrect.

(b) Other documents to be delivered are:-

Party required to deliver document	**Form/Document/ Certificate**	**Date by which to be delivered**	**Covered by Section 3(d) Representation**
Party A	Either (i) a signature booklet containing a secretary's certificate and resolutions ("**authorizing resolutions**") or (ii) other authority documentation, in either case, which (x) authorizes the party to enter into derivatives transactions of the type contemplated by the parties and (y) is reasonably satisfactory in form and substance to the other party.	Within five Local Business Days of the execution of this Agreement and as deemed necessary for any further documentation.	Yes
Party A	Certified copies of documents evidencing its capacity to execute this Agreement, the Confirmation and any Credit	Within five Local Business Days of the execution of this Agreement.	Yes

Party required to deliver document	Form/Document/ Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
	Support Document (if applicable) and to perform its obligations thereunder.		
Party B	Each document specified in paragraphs (a) to (n) (inclusive) of "*Conditions Precedent*" above.	Upon execution and delivery of this Agreement.	Yes

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Part 4
Miscellaneous

(a) ***Address for Notices.*** Notwithstanding Section 12(a) of the Agreement, any communication to be made under or in connection with the Agreement or any Security Document shall be in writing and, unless otherwise stated, may be made by fax, letter or e-mail. For the purpose of the Agreement and the Security Documents, an e-mail communication will be treated as being in writing.

The contact details of each party for any communication, notice or document to be made or delivered under or in connection with the Agreement or any Security Document is as identified with its name below. Notwithstanding Section 12(b) of the Agreement, any party may change its contact details by not less than five Business Days' notice to the other party.

The contact details of Counterparty are:

Address:	Room 2408B, 24/F
	Tower One, Lippo Centre
	89 Queensway
	Hong Kong
Email:	Zhangtong@ganfenglithium.com
	Wangxiaoshen@ganfenglithium.com
Attention:	Roy Zhang / Investment Director
	Xiaoshen Wang / Director
Telephone:	+86 159 2158 6868
	+86 138 7909 5998

The contact details of Bank are:

Address:	MORGAN STANLEY & CO. INTERNATIONAL PLC c/o Morgan Stanley Asia Limited Level 42, International Commerce Centre 1 Austin Road West, Kowloon, Hong Kong
Email:	asiaels@morganstanley.com; asiacorptraders@morganstanley.com
Attention:	Global Capital Markets

Section 12(a) of the Agreement shall be amended by deleting the bracketed language appearing in the second and third lines thereof and replacing such language with the following:

"(except that a notice or other communication under Section 5 or 6 may not be given by electronic messaging system)"

Notwithstanding Section 12(a) of the Agreement, any communication, notice or document made or delivered by one person to another under or in connection with the Agreement or any Security Document will only be effective:

(i) if by way of letter, when it has been left at the relevant address, or three Business Days after being deposited in the post postage prepaid in a correctly addressed envelope;

(ii) if by e-mail, when sent (or made available) in readable form to the email addresses set out above.

Any communication, notice or document to be made or delivered to Bank will be effective only when actually received by Bank and then only if it is expressly marked for the attention of the department or officer identified with Bank's contact details above (or any substitute department or officer as Bank shall specify for this purpose).

For the avoidance of doubt, the time at which an email or any other electronic communication is sent shall be determined by the place where such email, or other electronic communication is sent by the sender.

(b) ***Process Agent.*** For the purpose of Section 13(c):

Party A appoints as its Process Agent: None.

Party B appoints as its Process Agent: Law Debenture Corporate Services Limited of 8th Floor, 100 Bishopsgate, London, EC2N 4AG.

(c) ***Offices.*** The provisions of Section 10(a) will apply to this Agreement.

(d) ***Multibranch Party.*** For the purpose of Section 10(b) of this Agreement:

Party A is not a Multibranch Party.

Party B is not a Multibranch Party.

(e) ***Calculation Agent.*** The Calculation Agent is Party A.

(f) ***Credit Support Document.*** Details of any Credit Support Document: Each of the following, as amended, extended, supplemented, or otherwise modified in writing from time to time, is a "Credit Support Document":

In relation to Party B, the Security Documents, the Custody Agreement, the Fee Letter and any other document designated as a Credit Support Document for the purposes of this Agreement by Counterparty and Bank.

(g) ***Credit Support Provider.***

Credit Support Provider means in relation to Party A: Not applicable.

Credit Support Provider means in relation to Party B: Not applicable.

(h) ***Governing Law; Jurisdiction.***

Sections 13(a) and (b) of the Agreement shall be deleted and replaced with the following:

"(a) **Governing Law.** This Agreement and any non-contractual obligations arising out of or in relation to it will be governed by and construed in accordance with the laws of England and Wales.

(b) **Jurisdiction and Third Party Rights.**

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(i) **Jurisdiction.** With respect to any suit, action or proceedings relating to any dispute, whether contractual or non-contractual, arising out of or in connection with this Agreement, ("**Proceedings**"), each party:

(1) irrevocably submits to the exclusive jurisdiction of the English courts; and

(2) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

(ii) **Third Party Rights**

(1) Subject to this clause, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

(2) Notwithstanding the foregoing, an Affiliate (including, for avoidance of doubt, Broker) may enforce the rights expressly granted to the Bank or an Affiliate (including, for avoidance of doubt, Broker) under this Agreement, if any, subject to and in accordance with this clause, Section 13(a) and (b) of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999. However, such an Affiliate may not bring proceedings to enforce any of those terms unless it has first given written notice to the parties (in accordance with Section 12 of this Agreement) agreeing to the provisions of Section 13 of this Agreement. The parties to this Agreement do not require the consent of any Affiliate or other third party to rescind or vary this Agreement."

(i) ***Netting of Payments*.** "Multiple Transaction Payment Netting" will apply for the purpose of Section 2(c) of this Agreement to all Transactions, starting as of the date of this Agreement.

(j) "***Affiliate***" will have the meaning specified in Section 14 of this Agreement, provided that in relation to Party A "Affiliate" excludes Morgan Stanley Derivative Products Inc..

(k) ***Absence of Litigation*.** For the purpose of Section 3(c):

"***Specified Entity***" means in relation to Party A, none; and

"***Specified Entity***" means in relation to Party B, Affiliates.

(l) ***No Agency*.** The provisions of Section 3(g) will apply to this Agreement.

(m) ***Additional Representation*** will apply. For the purpose of Section 3 of this Agreement, each of the following will constitute an Additional Representation, which will be made by the party indicated below at the times specified below:

(i) ***Mutual Representations*.** Each party makes the following representations to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into):

***Relationship Between Parties*.** Absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction:

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(1) ***Non-Reliance.*** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction, it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(2) ***Assessment and Understanding.*** It is capable of assessing the merits of and understanding the consequences of that Transaction (on its own behalf or through independent professional advice and has taken independent legal advice in connection with that Transaction), and understands and accepts, the terms, conditions and risks of that Transaction. In particular, but without limitation, it has understood, evaluated and is willing to accept: (i) the legal requirements pertaining to that Transaction; (ii) the tax treatment of that Transaction; and (iii) the accounting treatment of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(3) ***Status of Parties.*** The other party is not acting as a fiduciary for or an advisor to it in respect of that Transaction.

(ii) ***ERISA***. Party B represents (which representations will be deemed to be repeated by it at all times until termination of this Agreement) that Party B is not (i) an employee benefit plan, as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), subject to Title I of ERISA (an "**ERISA Plan**") or a plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended, or subject to any other statute, regulation, procedure or restriction that is materially similar to Section 406 of ERISA or Section 4975 of the Code (together with ERISA Plans, "**Plans**"), (ii) a person any of the assets of whom constitute assets of a Plan, or (iii) in connection with any Transaction under this Agreement, a person acting on behalf of a Plan, or using the assets of a Plan. Party B will provide notice to Party A in the event that it is aware that it is in breach of any aspect of this representation or is aware that with the passing of time, giving of notice or expiry of any applicable grace period it will breach this representation.

(iii) ***Municipal Advisor Rule***. Party B hereby represents, and will be deemed to represent at all times until the termination of the Agreement, that it is not, and does not act on behalf of, either a "municipal entity" or "obligated person" (in each case as defined in Section 15B of the Securities Exchange Act of 1934 and the rules adopted by the SEC with respect to municipal advisor registration).

(n) ***Recording of Conversations.*** Each party to this Agreement acknowledges and agrees to the recording of conversations between trading and marketing personnel of the parties to this Agreement, whether by one or the other or both of the parties or their agents in connection with this Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any Proceedings.

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Part 5
Other Provisions

(a) ***Construction***.

(i) Unless a contrary indication appears, any reference in the Agreement to:

(A) "**Bank**", "**Party A**", "**Counterparty**", "**Party B**", the "**Custodian**" or any "**party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Transaction Documents;

(B) "**assets**" includes present and future properties, revenues and rights of every description;

(C) **"disposal**" means a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly;

(D) "**equity price risk**" includes stock price and volatility risk;

(E) a "**Transaction Document**" or any other agreement or instrument is a reference to that Transaction Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any amounts payable or the addition of any new amounts payable under that Transaction Document or other agreement or instrument;

(F) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(G) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(H) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(I) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

(J) "**shares**" includes stock, shares and other securities of any kind; and

(K) a provision of law or regulation is a reference to that provision as amended or re-enacted.

(ii) Section, Clause, Schedule and Annex headings are for ease of reference only.

(iii) Unless a contrary indication appears, a term used in any other Transaction Document or in any notice given under or in connection with any Transaction Document has the same meaning in that Transaction Document or notice as in the Agreement.

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(iv) A Potential Event of Default (other than an Event of Default) is "**continuing**" if it has not been remedied or waived and an Event of Default or a Termination Event is "**continuing**" if it has not been waived.

(v) An Exchange Business Day may be "**consecutive**" with another Exchange Business Day or "**prior to**" another Exchange Business Day, and a Scheduled Trading Day may be "**consecutive**" with another Scheduled Trading Day or "**prior to**" another Scheduled Trading Day notwithstanding (in each case) that it is separated by a day (including a weekend or public holiday) which is not an Exchange Business Day or Scheduled Trading Day (as the case may be).

(vi) A reference to a particular Bloomberg page shall include any replacement Bloomberg page which displays the relevant price, rate or information, or the appropriate page (as determined by the Calculation Agent) of such other information service which publishes the relevant price, rate or information from time to time in place of Bloomberg.

(b) ***Financial Statements***. Section 3(d) is hereby amended by adding in the third line thereof after the word "respect" and before the period: "or, in the case of financial statements, a fair presentation of the financial condition of the relevant party".

(c) ***2002 Master Agreement Protocol***. Annexes 1 to 18 and Section 6 of the ISDA 2002 Master Agreement Protocol as published by the International Swaps and Derivatives Association, Inc. on July 15, 2003 (the "**2002 Protocol**") are incorporated into and apply to the Agreement. References in those definitions and provisions to any ISDA Master Agreement will be deemed to be references to this Master Agreement. As used in the Agreement (including in all Confirmations related to it), any reference to any ISDA Definitions Booklet and/or Credit Support Provisions shall mean that ISDA Definitions Booklet and/or those Credit Support Provisions as deemed amended in accordance with the terms of the 2002 Protocol.

(d) ***Confidentiality.***

(i) **Confidential Information**

(A) In this Agreement:

"**Confidential Information**" means, in relation to a party ("**X**"), all information relating to the other party ("**Y**") or the Agreement (including but not limited to any Transaction or a contemplated Event of Default) of which X becomes aware in its capacity as a party to the Agreement or which is received by X in relation to the Agreement from Y, any of its Affiliates or any of their respective advisors, 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:

(1) is or becomes public information other than as a direct or indirect result of any breach by X of the confidentiality provisions of the Agreement; or

(2) is identified in writing at the time of delivery as non-confidential by Y, any of its Affiliates or any of their respective advisers; or

(3) is known by X before the date the information is disclosed to it by Y, any of its Affiliates or any of their respective advisers or is lawfully obtained by a party after that date, from a source which is, as far as X is aware, unconnected with Y or any of its Affiliates and which, in either case, as far as X is aware,

has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

"**Representative**" means any delegate, agent, manager, director, officer, administrator, nominee, attorney, trustee or custodian.

(B) Each party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by sub-paragraph (ii) (*Disclosure of Confidential Information*) below and as set out in Part 5(j) (*Consent to Disclosure*) of this Schedule, 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.

(ii) **Disclosure of Confidential Information**

(A) Each party may disclose Confidential Information:

(1) to any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors and Representatives on a "need to know" basis provided that any person to whom the Confidential Information is to be given pursuant to this paragraph (A) 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;

(2) to any person whom such disclosure is (a) requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body; (b) required by the rules of any stock exchange; (c) required by the laws or regulations of any country with jurisdiction over the affairs of the recipient or its Representatives; or (d) in the event that a recipient or its Representative is required or requested (orally or in writing, by law, regulation or interrogatory, request for information or documents, court order, subpoena, deposition, administrative proceeding, inspection, audit, civil investigative demand or other legal, governmental or regulatory process) to disclose any Confidential Information;

(3) to any person 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;

(4) to any person with the consent of the other party; or

(5) to any person following an Event of Default in respect of which the other party is the Defaulting Party or a Termination Event in respect of which the other party is an Affected Party that, in each case, is continuing or in respect of which an Early Termination Date has been designated,

in each case, as Bank or Counterparty (as applicable) shall consider appropriate, provided that, in relation to paragraphs (A)(2) or (A)(3) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except

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that there shall be no requirement to so inform if, in the opinion of such party, it is not practicable so to do in the circumstances.

(B) Counterparty understands and acknowledges that if the Hedging Party determines, in its sole and absolute discretion, to establish the Applicable Hedge Positions by way of an accelerated book build offering to be executed during the Hedge Period, Bank and/or the Hedging Party may disclose to potential buyers of Shares and/or the market generally information relating to the Transaction (including, without limitation, the existence of the Transaction and the identity of Counterparty, which may be by way of a Bloomberg notice), which may constitute Confidential Information, and Counterparty hereby expressly consents to such disclosure by Bank and/or the Hedging Party.

(iii) **Entire Agreement**

This paragraph constitutes the entire agreement between Bank and Counterparty in relation to the obligations of Bank and Counterparty under this Agreement regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

(iv) **Inside Information**

Both Bank and Counterparty acknowledge that some or all of the confidential information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and both Bank and Counterparty undertake not to use any confidential information for any unlawful purpose.

(v) **Tax Disclosure**

Notwithstanding anything herein to the contrary, any party subject to confidentiality obligations hereunder or under any other related document (and any employee, representative or other agent of such party) may disclose to any and all persons, without limitation of any kind, the US tax treatment and US tax structure of any transaction and all materials of any kind (including opinions or other tax analyses) that are provided to such party relating to such tax treatment or tax structure.

(vi) **Continuing Obligations**

The obligations in this Part 5(d) relating to confidentiality are continuing and, in particular, shall survive and remain binding on Bank and Counterparty for a period of 12 months from the earlier of:

(A) the date on which this Agreement terminates; and

(B) the date on which either Bank or Counterparty otherwise ceases to be party to each Transaction under this Agreement, and has no outstanding payment or delivery obligations under the Agreement arising out of or in connection with any Transactions hereunder.

(e) ***Set-off.*** Section 6(f) of the Agreement shall be deleted and replaced with the following:

"(f) **Set-Off.**

(i) In addition to any rights of set-off a party may have as a matter of law or otherwise, upon the occurrence of an Event of Default with respect to a party ("X") hereof (or a provision analogous thereto) or a Termination Event where X is the sole Affected Party, the other party ("Y") shall have the right (but shall not be obliged) without prior notice to X or any other person to set off any obligation of X owing to Y or any Affiliate of Y (whether or not arising under this Agreement, whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office of the obligation) against

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any obligations of Y or any Affiliate of Y owing to X (whether or not arising under this Agreement, whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office of the obligation).

(ii) For the purpose of cross-currency set off, Y may convert any obligation to another currency at a market rate determined by Y.

(iii) If any obligation is unascertained, Y may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

(iv) Nothing in this paragraph will have the effect of creating a charge or other security interest. This paragraph shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise)."

(f) ***Single Relationship***. The parties and their Affiliates intend that all Transactions and all other obligations (whether or not arising under this Agreement, whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office of the obligation) shall be treated as mutual and part of a single, indivisible contractual and business relationship.

(g) ***Transfers***. Neither party may transfer its rights or obligations under any Transaction except in accordance with Section 7 of the Agreement; provided, however, that Bank may assign its rights and/or transfer by novation its rights and obligations hereunder, in whole or in part, to any Affiliate (the "**Transferee**") of Bank, *provided that*:

(i) as a result of the transfer:

(1) Counterparty will not be required to pay to the Transferee an amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) of the 2002 ISDA Master Agreement between Counterparty and the Transferee greater than the amount in respect of which Counterparty would have been required to pay to Party A under Section 2(d)(i)(4) of the Agreement in the absence of the transfer; and

(2) Counterparty will not receive any payment from the Transferee from which an amount is required to be withheld or deducted for or on account of a Tax with respect to which no additional amount is required to be paid by the Transferee under Section 2(d)(i)(4) of the 2002 ISDA Master Agreement between Counterparty and the Transferee (other than by reason of Section 2(d)(i)(4)(A) or (B) thereof);

(ii) the creditworthiness of such Transferee to which the transfer is to be made, after taking into account any applicable Credit Support Document, is substantially the same as that of Party A; and

(iii) neither an Event of Default nor a Termination Event will occur as a result of the transfer.

The effective date of such a transfer will be the date (the "**Transfer Date**") on which delivery is made to Counterparty of an executed acceptance and assumption or novation agreement by the Transferee (a "**Transfer**") in respect of the transferred obligations of Bank under the Transaction(s) (the "**Transferred Obligations**"). On the Transfer Date: (i) Bank shall be released from all obligations and liabilities arising under the Transferred Obligations; and (ii) the Transferred Obligations shall cease to relate to Transactions under the Agreement and shall be deemed to relate to Transactions under the relevant master agreement between Transferee and Counterparty, provided that, if at such time Transferee and Counterparty have not entered into an ISDA Master Agreement, then the Transferee and Counterparty shall be deemed to have entered into an ISDA 2002 Master Agreement with a Schedule substantially in

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the form of this Schedule but amended to reflect the name of the Transferee and the address for notices and any amended representations as may be specified in the notice of transfer.

On the Transfer Date, (a) Party A shall be released from all obligations and liabilities arising under the Transferred Obligations; and (b) if Party A has not assigned and delegated its rights and obligations under this Agreement and all Transactions hereunder, the Transferred Obligations shall cease to be Transaction(s) under this Agreement and shall be deemed to be Transaction(s) under the master agreement, if any, between Assignee and Party B, provided that, if at such time Assignee and Party B have not entered into a master agreement, Assignee and Party B shall be deemed to have entered into an ISDA 2002 form of Master Agreement with a Schedule substantially in the form hereof but amended to reflect the name of the Assignee and the address for notices and any amended representations under Part 2 hereof as may be specified in the notice of transfer.

(h) ***Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act.*** "Tax" as used in Part 2(a) of this Schedule (Payer Tax Representation) and "*Indemnifiable Tax*" as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "**FATCA Withholding Tax**"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.

This Part 5(h) shall replace any "Express Provisions" where "**Express Provisions**" means any provisions expressly set out in any confirmation of a Transaction that supplements, forms a part of, and is subject to, this Agreement; that provide for amendments to (i) any Payer Tax Representation contained in this Agreement, (ii) Section 2(d) of this Agreement, or (iii) the definition of "*Indemnifiable Tax*" in this Agreement, in each case, only in relation to FATCA Withholding Tax.

(i) ***HIRE Act.*** To the extent that either party to the Agreement is not an adhering party to the ISDA 2015 Section 871(m) Protocol published by the International Swaps and Derivatives Association, Inc. on November 2, 2015 and available at www.isda.org, as may be amended, supplemented, replaced or superseded from time to time (the "**871(m) Protocol**"), the parties agree that the provisions and amendments contained in the Attachment to the 871(m) Protocol are incorporated into and apply to the Agreement as if set forth in full herein. The parties further agree that, solely for purposes of applying such provisions and amendments to the Agreement, references to "each Covered Master Agreement" in the 871(m) Protocol will be deemed to be references to the Agreement, and references to the "Implementation Date" in the 871(m) Protocol will be deemed to be references to the date the Agreement is deemed to be entered into by the parties.

(j) ***Consent to Disclosure.***

(i) (A) Counterparty consents to the disclosure to Bank's Affiliates, as Bank may deem appropriate, of records and information disclosed to or otherwise provided to Bank by Counterparty for the purpose of processing and executing Counterparty's instructions, or in pursuance of Bank's or Counterparty's commercial interest, and (B) for the avoidance of doubt, such consent gives Bank the right to allow any intended recipient of such Counterparty information access, by any means, to such Counterparty information provided that any person to whom such records or information is to be disclosed pursuant to this paragraph (i) is informed in writing of its confidential nature and that some or all of such records or information may be price-sensitive

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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 records or information or is otherwise bound by requirements of confidentiality in relation to such records or information.

(ii) Each party hereby consents to the disclosure of information:

(A) to the extent required or permitted under, or made in accordance with, the provisions of any applicable law, rule or regulation, including (1) the Market Abuse Regulation and any reporting or disclosure obligations or requirements in connection with dealings or interests in the Shares, and (2) the European Market Infrastructure Regulation ("**EMIR**") and the Dodd-Frank Wall Street Reform and Consumer Protection Act ("**Dodd Frank**") and any applicable supporting law, rule or regulation ("**Reporting Regulation**"), which mandate reporting and/or retention of transaction and similar information or to the extent required or permitted under, or made in accordance with, any order or directive in relation to (and including) such Reporting Regulation regarding reporting and/or retention of transaction and similar information issued by any authority or body or agency in accordance with which the other party is required or accustomed to act ("**Reporting Requirements**"); and

(B) to and between the other party's head office, branches or Affiliates, or any persons or entities who provide services to such other party or its head office, branches or Affiliates, in each case, in connection with such Reporting Requirements. Each party acknowledges that pursuant to the relevant Reporting Regulation, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

(iii) Each party acknowledges that:

(A) disclosures made pursuant to this Part 5(j) may include, without limitation, the disclosure of trade information including a party's identity (by name, address, corporate affiliation, identifier or otherwise) to any trade repository registered or recognized in accordance with the relevant Reporting Regulation, including Article 55 of EMIR, Article 77 of EMIR or with CFTC Rule published on September 1, 2011 with respect to Swap Data Repositories (76 FR 54538) or one or more systems or services operated by any such trade repository ("TR") and any relevant regulators (including without limitation, the U.S. Commodity Futures Trading Commission or other U.S. regulators in the case of trade reporting under applicable U.S. laws, the European Securities and Markets Authority and national regulators in the European Union) under the Reporting Regulation;

(B) such disclosures could result in certain anonymous transaction and pricing data becoming available to the public;

(C) for purposes of complying with regulatory reporting obligations, a party may use a third party service provider to transfer trade information into a TR and any such TR may engage the services of a global trade repository regulated by one or more governmental regulators; and

(D) disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as Counterparty's home jurisdiction.

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(iv) For the avoidance of doubt, (A) to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each party for purposes of such law; (B) any agreement between the parties to maintain confidentiality of information contained herein or in any non-disclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein; and (C) nothing herein is intended to limit the scope of any other consent to disclosure separately given by each party to the other party.

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Schedule 2

Form of Settlement Method Election Notice

[*To be printed on the headed notepaper of Counterparty*]

To: **Morgan Stanley & Co. International plc** ("**Bank**")
c/o Morgan Stanley Asia Limited
Level 42, International Commerce Centre
1 Austin Road West, Kowloon, Hong Kong

Attention: Global Capital Markets

[*Date*]

Dear Sirs,

Settlement Method Election Notice

We hereby refer to the Confirmation of Transaction with a Trade Date of _____ 2024, entered into between Counterparty and Bank and referencing Shares in Pilbara Minerals Limited (ASX code: PLS) (the "**Confirmation**"). Capitalised terms used in this notice but not otherwise defined herein shall have the meaning given to them in the Confirmation.

This is a Settlement Method Election Notice for the purposes of the Confirmation and we hereby give you irrevocable notice of our election of [Physical] [Cash] Settlement in relation to Tranche.

As of the effective date of this notice we hereby represent and warrant that none of Counterparty or any of its Affiliates is aware of any "inside information" or "material non-public information" with regard to the Issuer or the Shares.

Yours faithfully,

GFL International Co., Limited

By:
Name:
Title:

By:
Name:
Title:

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ANNEX 1

Form of Transaction Supplement

To: GFL International Co., Limited

From: Morgan Stanley & Co. International plc

Subject: Collar Transaction referencing the ordinary shares of Pilbara Minerals Limited (ASX code: PLS)

Date: [•]

This Transaction Supplement supplements, forms part of, and is subject to the Confirmation dated [•], as amended and supplemented from time to time. In the event of any inconsistency between that Confirmation (including the annexes thereto) and this Transaction Supplement, the terms of this Transaction Supplement will prevail.

Initial Price: AUD [•]

Total Number of Shares: [•]

Number of Tranches: [•]

Initial Exchange Amount: AUD [•]

Tranche Group	**Tranche No.**	**Number of Options**	**Valuation Date**	**Put Strike Price (AUD)**	**Call Strike Price (AUD)**

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ANNEX 2

Regulatory Provisions

1. Equity Swap Transactions on Financial Underliers.

The occurrence of any final valuation date of a Transaction (a) where Party A is the equity amount payer and (b) the underlier of which is the common stock (or the equivalent thereof) of a "financial institution" (as defined in "Regulatory Capital Rules: Regulatory Capital, Implementation of Basel III, Capital Adequacy, Transition Provisions, Prompt Corrective Action, Standardized Approach for Risk-weighted Assets, Market Discipline and Disclosure Requirements, Advanced Approaches Risk-Based Capital Rule, and Market Risk Capital Rule" promulgated by the Office of the Comptroller of the Currency, Treasury; and the Board of Governors of the Federal Reserve System on July 2, 2013) or an index/basket, or security that contains the common stock (or the equivalent thereof) of a "financial institution" shall be delayed, in whole or in part, to the extent necessary to allow Party A to unwind any hedge it may have to a Transaction; provided, however, that on any scheduled final valuation date Party A will use all commercially reasonable efforts to unwind any relevant hedge in light of then-prevailing market conditions.

2. U.S. Resolution Stay.

The Parties agree that (i) to the extent that prior to the date hereof the Parties hereto 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 the Agreement, and for such purposes the Agreement shall be deemed a Protocol Covered Agreement and each party shall be deemed to have the same status as Regulated Entity or Adhering Party as applicable to it under the Protocol; (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 the Agreement and for such purposes each Party shall be deemed to have the same status as "Covered Entity", "Counterparty Entity" or "Client Entity" (or other similar term) as applicable to it under the Bilateral Agreement; 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)" or the "Agency Version of Omnibus Agreement (for use with U.S. G-SIBs)", as applicable, published by ISDA on November 2, 2018 (currently available on the 2018 ISDA U.S. Resolution Stay Protocol page at www.isda.org)), 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 the Agreement, and for such purposes the Agreement shall be deemed a "Covered Agreement," Party A shall be deemed a "Covered Entity" and Party B shall be deemed a "Counterparty Entity" (or "Client Entity" for the Agency version, as applicable). In the event that, after the date of the Agreement, all Parties hereto become adhering parties to the Protocol, the terms of the Protocol will replace the terms of this section. In the event of any inconsistencies between the 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 "the Agreement" include any related credit enhancements entered into between the Parties, directly or indirectly through an agent, 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, as applicable, with all references to Party A 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.

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3. ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.

Party A and Party B hereby agree that the amendments set out in the attachment to each Relevant PDD Protocol (each an "**Attachment**") are incorporated into and form part of the Agreement. "**Relevant PDD Protocol**" means the UK EMIR PDD Protocol and also, to the extent that Party B is organised in a member state of the European Union and/or the European Economic Area, the EMIR PDD Protocol.

The parties agree that for the purposes of each Relevant PDD Protocol:

(a) references in the Attachment to the "Adherence Letter" shall be deemed to be references to the Agreement;

(b) Party A shall be deemed to have made the following elections only for the purposes of the Relevant PDD Protocol as it applies to the Agreement:

(i) Party A is a Portfolio Data Sending Entity.

(ii) Party A specifies London and New York as the places for the purposes of the definition of Local Business Day as it applies to Party A.

(iii) The following items may be delivered to Party A at the contact details shown:

(A) Portfolio Data: portfolio.matching@morganstanley.com

(B) Notice of a discrepancy: portfolio.matching@morganstanley.com

(C) Dispute Notice: portfolio.matching@morganstanley.com

(c) Party B shall be deemed to have made the following elections only for the purposes of the Relevant PDD Protocol as it applies to the Agreement:

(i) Party B is a Portfolio Data Receiving Entity.

(ii) Party B specifies Hong Kong as the place(s) for the purposes of the definition of Local Business Day as it applies to Party B.

(iii) The following items may be delivered to Party B at the contact details shown:

(A) Portfolio Data: the email address of Counterparty specified in Part 4(a) of Schedule 1 (*ISDA Schedule Elections and Amendments*) to this Confirmation

(B) Notice of a discrepancy: the email address of Counterparty specified in Part 4(a) of Schedule 1 (*ISDA Schedule Elections and Amendments*) to this Confirmation

(C) Dispute Notice: the email address of Counterparty specified in Part 4(a) of Schedule 1 (*ISDA Schedule Elections and Amendments*) to this Confirmation

(d) Party A and Party B do not appoint a third party service provider.

(e) The Agreement shall be deemed a Protocol Covered Agreement for the purposes of the Attachment and the Implementation Date for the purposes of the Attachment shall be deemed to be the date of the Agreement. In the event of any inconsistencies between the Attachment and the other provisions of the Agreement, the Attachment will prevail.

(f) In the event of any inconsistency between the "PR Period" for the purposes of the UK EMIR PDD Protocol and the EMIR PDD Protocol, to the extent both are applicable, the "PR Period" shall be, for the purposes of both sets of requirements, whichever is the shorter "PR Period".

(g) Each time the UK EMIR PDD Protocol and the EMIR PDD Protocol require Party A or Party B to perform the same obligation, Party A or Party B (respectively) may discharge such obligation by performing it once to satisfy the requirements under both the UK EMIR PDD Protocol and the EMIR PDD Protocol.

"***UK EMIR PDD Protocol***" means ISDA 2020 UK EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol;

"***EMIR PDD Protocol***" means the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol; and

"***European Economic Area***" means the European Union, Iceland, Liechtenstein and Norway.

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4. 2015 Section 871(m) Protocol.

Party A is an adherent to the 2015 Section 871(m) Protocol published by the International Swaps and Derivatives Association, Inc. on November 2, 2015, as may be amended or modified from time to time (the "**2015 Section 871(m) Protocol**"). In the event that Party B is not an adherent to the 2015 Section 871(m) Protocol, Party A and Party B hereby agree that the Agreement shall be treated as a Covered Master Agreement (as that term is defined in the 2015 Section 871(m) Protocol) and the Agreement shall be deemed to have been amended in accordance with the modifications specified in the Attachment to the 2015 Section 871(m) Protocol.

5. NFC Representation

Party B represents as of the date it enters into this Confirmation and on each date that it enters into a Transaction under the Agreement, that it (i) is not a Financial Counterparty or Non-Financial Counterparty that is subject to the clearing obligation, or (ii) would be neither if it was incorporated in the European Union or the United Kingdom (as applicable) (as such terms are defined in Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 (as it may be amended from time to time) or Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 as it forms part of "retained EU law" as defined in the European Union (Withdrawal) Act 2018 (as amended from time to time)) (as applicable).

6. Regulation.

Morgan Stanley & Co. International plc is entering into the Transaction contemplated in the Agreement as principal and not as an agent for any other Party. Your counterparty to this Transaction is Morgan Stanley & Co. International plc, which is authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. In the event that you have dealt with employees of an Affiliate of Morgan Stanley & Co. International plc in placing the order for or otherwise arranging any of the Transaction contemplated in the Agreement (which is likely if you are not a UK person), then such relevant Transaction has been introduced to you, and arranged by, such affiliate. Such Affiliate does not act as agent for Morgan Stanley & Co. International plc, which is the principal to the Transaction contemplated in the Agreement with you.

7. Wall Street Transparency and Accountability Act.

In connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010 ("**WSTAA**"), the Parties hereby agree that neither the enactment of WSTAA or any regulation under the WSTAA, nor any requirement under WSTAA or an amendment made by WSTAA, shall limit or otherwise impair either Party's rights otherwise available under this Confirmation or the Agreement to terminate, renegotiate, modify, amend or supplement this Confirmation or the Agreement or any Transaction under the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased costs, regulatory change or similar event under this Confirmation, the Equity Definitions incorporated herein, or the Agreement (including, but not limited to, rights arising from Change in Law, Hedging Disruption, Increased Cost of Hedging, Loss of Stock Borrow or Illegality (as defined in the Agreement)).

8. Party B Affiliates.

Party B acknowledges and agrees that it may not use any amounts received in connection with this Transaction to purchase any securities known by Party B (a) to have been issued by an affiliate (as defined under Regulation W) of Party A (a "**Regulation W Affiliate**"), (b) to be subject to an underwritten offering by any Regulation W Affiliate during any period that includes the date of such purchase, (c) to have been sold to Party B by any Regulation W Affiliate acting as a principal, or (d) to otherwise result in Party A having to incur a capital charge under Regulation W or being in violation of Regulation W. Regulation W Affiliates shall include but not be limited to all subsidiaries of Party A, and Party B shall be deemed to have knowledge of all such disclosed subsidiaries. If Party B makes a purchase in violation of the preceding sentence, Party A may cancel or rescind such purchase at the sole cost of Party B, without any prior notice to Party B. Party B further acknowledges and agrees that it may not knowingly use any amounts received in connection with this Transaction for the benefit of, or to transfer such amounts to, a Regulation W Affiliate, without the prior written consent of Party A.

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9. Securities Contract.

The Parties hereto understand that Party A is a financial institution within the meaning of Section 101(22) of Title 11 of the United States Code (the "Bankruptcy Code") and intend that (i) the Agreement and this Confirmation be a securities contract, as such term is defined in Section 741(7) of the Bankruptcy Code, (ii) each and every transfer of funds, securities and other property under the Agreement and this Confirmation be a settlement payment or a margin payment and a transfer, as such terms are used in Section 546(e) of the Bankruptcy Code, (iii) the rights given to Party A under this Confirmation and under the Agreement upon an Event of Default constitute a contractual right to cause the liquidation, termination or acceleration of a securities contract, a contractual right to offset or net out any termination value, payment amount or other transfer obligation and a contractual right under a security agreement or arrangement or other credit enhancement, as such terms are used in Sections 555 and 362(b)(6) of the Bankruptcy Code, and (v) Party A be entitled to the protections afforded by, among other sections, Sections 362(b)(6), 362(o), 546(e), 548(d)(2), 555 and 561 of the Bankruptcy Code.

10. Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions.

(a) Neither Party B nor any of its subsidiaries, affiliates, directors, officers, employees, agents or representatives has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to improperly influence official action by that person for the benefit of Party B or its subsidiaries or affiliates, or to otherwise secure any improper advantage;

(b) Neither Party B, any of its subsidiaries, nor any director or supervisor of Party B or any of its subsidiaries, nor, to Party B's knowledge after due enquiry, any shareholder, officer, or employee, agent, affiliate or representative of Party B or any of its subsidiaries, nor any person associated with or acting on behalf of any of them, is an individual or entity ("**Person**") that is, or is owned or controlled by one or more Persons that are:

(i) currently (A) the subject of any U.S. sanctions administered or enforced by the U.S government, including without limitation by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), the U.S. Department of State, or the U.S. Department of Commerce's Bureau of Industry and Security including, but not limited to, the designation as a "specially designated national" or "blocked person" thereunder or the Iran Sanctions Act, the Comprehensive Iran Sanctions Accountability and Divestment Act and Section 1245 of the National Defense Authorization Act for Fiscal Year 2012, the U.S. Syria Accountability and Lebanese Sovereignty Act, the Iran Threat Reduction and Syria Human Rights Act of 2012, or the Iran Freedom and Counter-Proliferation Act of 2012, all as amended, or any Executive Orders issued in relation to the imposition of sanctions, or any sanctions or measures imposed by Hong Kong, the United Nations Security Council, the European Union, the United Kingdom, the Cayman Islands (as extended by the Order of HM in Council), the British Virgin Islands, or any other relevant Authority (each, a "**Sanctioned Person**") (collectively, the "**Sanctions Laws and Regulations**");

(ii) is located, organized, resident or operating in a country or territory that is, or whose government is, the subject of any comprehensive territorial Sanctions Laws and Regulations (as of the date hereof, including, without limitation, Cuba, Iran, North Korea, the Crimea and so-called Donetsk People's Republic ("**DNR**") and so-called Luhansk People's Republic ("**LNR**") regions of Ukraine and Syria) (collectively, the "**Sanctioned Territory**");

(iii) neither Party B nor any of its subsidiaries has during the past five (5) years engaged in, or is now engaged in, or will or intend to engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of this dealing or transaction is or was, or whose government is or was, the subject of Sanctions Laws and Regulations; or

(iv) neither Party B nor any of its subsidiaries is or has been during the past five (5) years in violation of or subject to any inquiry, action, suit, proceeding or investigation by or before any court or governmental agency, authority or body or any arbitrator relating to the Anti-Corruption Laws, the Anti-Money Laundering Laws or Sanctions Laws and Regulations;

(c) Party B will not, directly or indirectly, use the proceeds of the financing or lending, or lend, contribute or otherwise make available such proceeds to any Person:

(i) to fund or facilitate any activities or business of or with any Person, or in any country or territory, that, at the time of such funding or facilitation, is, or whose government, is the subject of Sanctions Laws and Regulations; or

(ii) for the purpose of engaging in any activities sanctionable under any Sanctions Laws and Regulations; or

(iii) to fund or facilitate any money laundering or terrorist financing activities; or

(iv) in any other manner that will result in a violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions Laws and Regulations by any individual or entity (including any individual or entity in connection with the transaction contemplated by the Transaction Documents);

(d) Party B and its subsidiaries have conducted and will conduct their businesses in compliance with the Anti-Corruption Laws, the Anti-Money Laundering Laws and Sanctions Laws and Regulations; and

(e) Party B and its subsidiaries and affiliates have instituted and maintained and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with the Anti-Corruption Laws, the Anti-Money Laundering Laws or Sanctions Laws and Regulations and with the representations and warranties contained herein.

(f) For the purposes of this Paragraph 10:

"**Anti-Corruption Laws**" means, collectively (a) the US. Foreign Corrupt Practices Act of 1977, as amended from time to time, (b) the UK Bribery Act 2010, as amended from time to time, and (c) any other laws, rules, and regulations of any jurisdiction applicable to Counterparty or its Affiliates, Relevant Individuals and their respective directors, officers, employees and agents from time to time concerning or relating to bribery or corruption.

"**Anti-Money Laundering Laws**" means the applicable financial recordkeeping and reporting requirements of the Bank Secrecy Act of 1970, as amended, applicable provisions of the USA PATRIOT Act of 2001, including all amendments thereto and regulations promulgated thereunder, the Money Laundering Control Act of 1986, the anti-money laundering statutes of all jurisdictions to the extent applicable to Counterparty or any of its subsidiaries, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency.

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