

Disclosure of beginning to have substantial holding

Section 276, Financial Markets Conduct Act 2013

To: NZX Limited

and

To: EBOS Group Limited

Date this disclosure made: 30 May 2025

Date on which substantial holding began: 28 May 2025

Substantial product holder(s) giving disclosure

Full name(s): **UBS Group AG and its related bodies corporate**

Summary of substantial holding

Class of quoted voting products: **Ordinary shares**

Summary for: **UBS Group AG and its related bodies corporate**

For this disclosure,—

(a) total number held in class: 28,177,857

(b) total in class: 203,225,074

(c) total percentage held in class: 13.87%

Details for: MultiConcept Fund Management S.A.

Nature of relevant interest(s): Fund Manager with power to exercise control over voting shares.

For that relevant interest,—

(a) number held in class: 2,742

(b) percentage held in class: 0.0013%

(c) current registered holder(s): Not applicable

(d) registered holder(s) once transfers are registered: Various Custodians

For a derivative relevant interest, also—

(a) type of derivative: Not applicable

(b) details of derivative: Not applicable

(c) parties to the derivative: Not applicable

(d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

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Details for: UBS AG Australia Branch

Nature of relevant interest(s): Prime Broker that has the right to exercise its borrowing right in respect of shares pursuant to a Prime Broking Agreement

For that relevant interest,—

- (a) number held in class: 557
- (b) percentage held in class: 0.003%
- (c) current registered holder(s): Not applicable
- (d) registered holder(s) once transfers are registered: UBS Nominees Pty Ltd

For a derivative relevant interest, also—

- (a) type of derivative: Not applicable
- (b) details of derivative: Not applicable
- (c) parties to the derivative: Not applicable
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

Nature of relevant interest(s): Power to control disposal over shares pursuant to stock borrowing and lending activities

For that relevant interest,—

- (a) number held in class: 51,071
- (b) percentage held in class: 0.025%
- (c) current registered holder(s): Not applicable
- (d) registered holder(s) once transfers are registered: UBS Nominees Pty Ltd

For a derivative relevant interest, also—

- (a) type of derivative: Not applicable
- (b) details of derivative: Not applicable
- (c) parties to the derivative: Not applicable
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

Details for: UBS AG London Branch

Nature of relevant interest(s): Beneficial Owner

For that relevant interest,—

- (a) number held in class: 106,339
- (b) percentage held in class: 0.0523%
- (c) current registered holder(s): Not applicable

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- (d) registered holder(s) once transfers are registered: Various Custodians

For a derivative relevant interest, also—

- (a) type of derivative: Equity swap
- (b) details of derivative: 17 cash-settled swaps on indices (0.00001% held in class)
- (c) parties to the derivative: Please see Appendix B
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: UBS AG London Branch

For a derivative relevant interest, also—

- (a) type of derivative: Swap on Indices
- (b) details of derivative: 1,848 cash-settled swaps on indices (0.0009% held in class)
- (c) parties to the derivative: Please see Appendix B
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: UBS AG London Branch

For a derivative relevant interest, also—

- (a) type of derivative: Swaps on Baskets
- (b) details of derivative: 40,595 Cash-settled Swaps on Baskets (0.020% held in class)
- (c) parties to the derivative: Please see Appendix B
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: UBS AG London Branch

Details for: UBS Asset Management (Americas) LLC

Nature of relevant interest(s): Fund Manager with power to exercise control over voting shares

For that relevant interest,—

- (a) number held in class: 47,612
- (b) percentage held in class: 0.0234%
- (c) current registered holder(s): Not applicable
- (d) registered holder(s) once transfers are registered: Various Custodians

For a derivative relevant interest, also—

- (a) type of derivative: Not applicable
- (b) details of derivative: Not applicable
- (c) parties to the derivative: Not applicable
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

Details for: UBS Asset Management (Australia) Ltd

Nature of relevant interest(s): Fund Manager with power to exercise control over voting shares

For that relevant interest,—

- (a) number held in class: 485,068
- (b) percentage held in class: 0.238%
- (c) current registered holder(s): Not applicable
- (d) registered holder(s) once transfers are registered: Various Custodians

For a derivative relevant interest, also—

- (a) type of derivative: Not applicable
- (b) details of derivative: Not applicable
- (c) parties to the derivative: Not applicable
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

Details for: UBS Asset Management (Europe) S.A.

Nature of relevant interest(s): Fund Manager with power to exercise control over voting shares

For that relevant interest,—

- (a) number held in class: 130,217
- (b) percentage held in class: 0.064%
- (c) current registered holder(s): Not applicable
- (d) registered holder(s) once transfers are registered: Various Custodians

For a derivative relevant interest, also—

- (a) type of derivative: Not applicable
- (b) details of derivative: Not applicable
- (c) parties to the derivative: Not applicable
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

Details for: UBS Asset Management (UK) Limited

Nature of relevant interest(s): Fund Manager with power to exercise control over voting shares

For that relevant interest,—

- (a) number held in class: 39,320
- (b) percentage held in class: 0.0193%
- (c) current registered holder(s): Not applicable
- (d) registered holder(s) once transfers are registered: Various Custodians

For a derivative relevant interest, also—

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- (a) type of derivative: Not applicable
(b) details of derivative: Not applicable
(c) parties to the derivative: Not applicable
(d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

Details for: UBS Asset Management Life Limited

Nature of relevant interest(s): Fund Manager with power to exercise control over voting shares

For that relevant interest,—

- (a) number held in class: 12,814
(b) percentage held in class: 0.0063%
(c) current registered holder(s): Not applicable
(d) registered holder(s) once transfers are registered: Various Custodians

For a derivative relevant interest, also—

- (a) type of derivative: Not applicable
(b) details of derivative: Not applicable
(c) parties to the derivative: Not applicable
(d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

Details for: UBS Fund Management (Switzerland) AG

Nature of relevant interest(s): Fund Manager with power to exercise control over voting shares

For that relevant interest,—

- (a) number held in class: 171,118
(b) percentage held in class: 0.08%
(c) current registered holder(s): Not applicable
(d) registered holder(s) once transfers are registered: Various Custodians

Details for: UBS Fund Management (Ireland) Ltd.

Nature of relevant interest(s): Fund Manager with power to exercise control over voting shares

For that relevant interest,—

- (a) number held in class: 41,762
(b) percentage held in class: 0.0205%
(c) current registered holder(s): Not applicable

- (d) registered holder(s) once transfers are registered: Various Custodians

For a derivative relevant interest, also—

- (a) type of derivative: Not applicable
(b) details of derivative: Not applicable
(c) parties to the derivative: Not applicable
(d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

Details for: UBS Fund Management (Switzerland) AG

Nature of relevant interest(s): Fund Manager with power to exercise control over voting shares

For that relevant interest,—

- (a) number held in class: 127,754
(b) percentage held in class: 0.0629%
(c) current registered holder(s): Not applicable
(d) registered holder(s) once transfers are registered: Various Custodians

For a derivative relevant interest, also—

- (a) type of derivative: Not applicable
(b) details of derivative: Not applicable
(c) parties to the derivative: Not applicable
(d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

Details for: UBS Securities Australia Ltd

Nature of relevant interest(s): Beneficial Owner

For that relevant interest,—

- (a) number held in class: 40,216
(b) percentage held in class: 0.0198%
(c) current registered holder(s): Not applicable
(d) registered holder(s) once transfers are registered: Brispot Nominees Pty Ltd

For a derivative relevant interest, also—

- (a) type of derivative: Not applicable
(b) details of derivative: Not applicable
(c) parties to the derivative: Not applicable
(d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

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interest in the derivative: Not applicable

Details for: UBS Switzerland Ltd

Nature of relevant interest(s): Power to control disposal over shares pursuant to stock borrowing and lending activities

For that relevant interest,—

- (a) number held in class: 138,630
- (b) percentage held in class: 0.068%
- (c) current registered holder(s): Not applicable
- (d) registered holder(s) once transfers are registered: Various Custodians

For a derivative relevant interest, also—

- (a) type of derivative: Not applicable
- (b) details of derivative: Not applicable
- (c) parties to the derivative: Not applicable
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

Details for: UBS New Zealand Limited

Nature of relevant interest(s): Sybos Holdings Pte Limited entered into a block trade agreement (the "Agreement") with UBS New Zealand Limited (the "Underwriter") under which Sybos Holdings Pte Limited appointed the Underwriter to manage and underwrite the sale of 26,740,177 ordinary shares in EBOS currently held by Sybos for NZ\$35.50 per share (or NZ\$949,276,283.50 in aggregate (Please see Appendix D)

For that relevant interest,—

- (a) number held in class: 26,740,177
- (b) percentage held in class: 13.16%
- (c) current registered holder(s): Not applicable
- (d) registered holder(s) once transfers are registered: UBS New Zealand Limited

For a derivative relevant interest, also—

- (a) type of derivative: Not applicable
- (b) details of derivative: Not applicable
- (c) parties to the derivative: Not applicable
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: Not applicable

Details of transactions and events giving rise to substantial holding

Details of the transactions or other events requiring disclosure: Please see Appendix E.

Additional information

Address(es) of substantial product holder(s)

Name	Addresses
MultiConcept Fund Management S.A.	5, rue Jean Monnet, Luxembourg
UBS AG Australia Branch	Level 16, Chifley Tower, 2 Chifley Square, Sydney, Australia
UBS AG London Branch	5 Broadgate, London, United Kingdom
UBS Asset Management (Americas) LLC	Corporation Service Company 251 Little Falls Drive , Wilmington, USA, 19808
UBS Asset Management (Australia) Ltd	Level 16, Chifley Tower, 2 Chifley Square, Sydney, Australia
UBS Asset Management (Europe) S.A.	33A avenue J.F. Kennedy, Luxembourg
UBS Asset Management (UK) Limited	5 Broadgate, London, United Kingdom
UBS Asset Management Life Limited	5 Broadgate, London, United Kingdom
UBS Asset Management Switzerland AG	Europaallee 21, 8004 Zurich
UBS Fund Management (Ireland) Ltd.	First Floor, College Park House South Frederick Street, Dublin, Ireland D02 VY46
UBS Fund Management (Switzerland) AG	Aeschenvorstadt 1, Basel, Switzerland
UBS Securities Australia Ltd	Level 16, Chifley Tower, 2 Chifley Square, Sydney, Australia
UBS Switzerland AG	Bahnhofstrasse 45, Zürich, Switzerland
UBS Nominees Pty Ltd	Level 16, Chifley Tower, 2 Chifley Square, Sydney, Australia
Brispot Nominees Pty Ltd	Level 16, Chifley Tower, 2 Chifley Square, Sydney, Australia
UBS New Zealand Limited	Level 27, 188 Quay Street, Auckland, New Zealand

Contact details: **Florian Naef**

Tel: +852 3712 4687

Email: <mailto:florian-p.naef@ubs.com>

Nature of connection between substantial product holders:

MultiConcept Fund Management S.A. : Related body corporate

UBS AG Australia Branch: Related body corporate

UBS AG London Branch: Related body corporate
UBS Asset Management (Americas) LLC: Related body corporate
UBS Asset Management (Australia) Ltd: Related body corporate
UBS Asset Management (UK) Limited: Related body corporate
UBS Asset Management Life Limited: Related body corporate
UBS Asset Management Switzerland AG: Related body corporate
UBS Fund Management (Ireland) Ltd. : Related body corporate
UBS Fund Management (Switzerland) AG: Related body corporate
UBS Securities Australia Ltd: Related body corporate
UBS Switzerland AG: Related body corporate
UBS Nominees Pty Ltd: Related body corporate
Brispot Nominees Pty Ltd: Related body corporate
UBS New Zealand Limited: Related body corporate


Name of any other person believed to have given, or believed to be required to give, a disclosure under the Financial Markets Conduct Act 2013 in relation to the financial products to which this disclosure relates: Not applicable

Certification

We, certify that, to the best of our knowledge and belief, the information contained in this disclosure is correct and that we are duly authorised to make this disclosure by all persons for whom it is made

SIGNATURE

Print Name: Florian Naef Capacity: Authorised signatory

Sign Here: 

Date: 30 May 2025

Print Name: Dominic Eichrodt Capacity: Authorised signatory

Sign Here: 

Date: 30 May 2025

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Holder of relevant interest	UBS Securities Australia Ltd
Type of agreement	Securities Lending Agreement
Parties to agreement	(i) UBS AG, Australia Branch ("UBS AG")/ UBS Securities Australia Limited (ii) Client (Please refer to Appendix A-1.)
Transfer date	Please refer to Appendix A-1.
Holder of voting rights	UBS AG/ UBS Securities Australia Limited
Are there any restrictions on voting rights?	Please refer to the details below.
If yes, detail	Since all right and title in the securities passes to the transferee (i.e. UBS AG/ UBS Securities Australia Limited), the transferee has the right to vote. However, in certain circumstances, the transferee may seek to arrange for voting rights to be exercised in accordance with the instructions of the transferor (i.e. Client).
Scheduled return date (if any)	None, subject to the terms of the relevant loan.
Does the borrower have the right to return early?	Yes.
If yes, detail	The borrower (i.e. UBS AG/ UBS Securities Australia Limited) has the right to return at its discretion.
Does the lender have the right to recall early?	Yes.
If yes, detail	The lender (i.e. Client) can recall at its request subject to compliance with margin requirements and the terms of the relevant loan.
Will the securities be returned on settlement?	Yes.
If yes, detail any exceptions	None.

Appendix A-1

Securities Lending Agreement - UBS AG, Australia Branch/ UBS Securities Australia Limited

Parties to agreement	Transfer date
BNP Paribas Securities Services Australia Branch	(i) 26 May 2025

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Appendix B - For a derivative relevant interest

Details for	Type of Derivative (A)	Details of Derivative (C)						
		Notional value of the Derivative	Currency	Settlement Type	Expiry date of Derivative (B)	Prices Specified in the terms of the derivative (if any)	Parties to the Derivative (C)	
UBS AG London Branch	Swaps on Indices	7,179	*	Not Applicable	Cash	4-Aug-25	Not Applicable	Not Applicable
	Swaps on Indices	6,930	*	Not Applicable	Cash	3-Sep-25	Not Applicable	Not Applicable
	Swaps on Indices	950	*	Not Applicable	Cash	3-Sep-25	Not Applicable	Not Applicable
	Swaps on Indices	1,307	*	Not Applicable	Cash	12-Sep-25	Not Applicable	Not Applicable
	Swaps on Indices	2,104	*	Not Applicable	Cash	12-Sep-25	Not Applicable	Not Applicable
	Swaps on Indices	203,759	*	Not Applicable	Cash	25-Nov-25	Not Applicable	Not Applicable
	Swaps on Baskets	211,345		NZD	Cash	31-Oct-25	35.18	Not Applicable
	Swaps on Baskets	43,024		NZD	Cash	31-Oct-25	35.66	Not Applicable
	Swaps on Baskets	30,710		NZD	Cash	15-Dec-25	35.95	Not Applicable
	Swaps on Baskets	58,820		NZD	Cash	07-Apr-26	35.95	Not Applicable
	Swaps on Baskets	1,807		NZD	Cash	29-Apr-26	36.38	Not Applicable
	Swaps on Baskets	57,392		NZD	Cash	28-Aug-26	38.29	Not Applicable
	Swaps on Baskets	506,698		NZD	Cash	28-Aug-26	38.58	Not Applicable
	Swaps on Baskets	10,237		NZD	Cash	29-Jan-27	35.63	Not Applicable
	Swaps on Baskets	86,859		NZD	Cash	29-Jan-27	35.63	Not Applicable
	Swaps on Baskets	6,157		NZD	Cash	29-Jan-27	35.63	Not Applicable
	Swaps on Baskets	148		NZD	Cash	26-Feb-27	34.20	Not Applicable
	Swaps on Baskets	35,373		NZD	Cash	31-Aug-27	38.28	Not Applicable
	Swaps on Baskets	203,796		NZD	Cash	13-Sep-27	35.66	Not Applicable
	Swaps on Baskets	97,295		NZD	Cash	17-Sep-27	35.66	Not Applicable
	Swaps on Baskets	136,158		NZD	Cash	01-Oct-27	38.67	Not Applicable
	Equity Swaps	10,000	*	Not Applicable	Cash	24-Mar-27	Not Applicable	Not Applicable

* Notional value refer to the position quantity.
Currency/Price is not available.

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(Multicurrency — Cross Border)

ISDA[®]

International Swap Dealers Association, Inc.

MASTER AGREEMENT

dated as of

UBS AG

..... and

have entered and/or anticipate entering into one or more transactions (each a “Transaction”) that are or will be governed by this Master Agreement, which includes the schedule (the “Schedule”), and the documents and other confirming evidence (each a “Confirmation”) exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows: —

1. Interpretation

- (a) **Definitions.** The terms defined in Section 14 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.
- (b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement (including the Schedule), such Confirmation will prevail for the purpose of the relevant Transaction.
- (c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this “Agreement”), and the parties would not otherwise enter into any Transactions.

2. Obligations

- (a) **General Conditions.**
 - (i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
 - (ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.
 - (iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

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(b) **Change of Account.** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the scheduled date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) **Netting.** If on any date amounts would otherwise be payable:—

- (i) in the same currency; and
- (ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount will be determined in respect of all amounts payable on the same date in the same currency in respect of such Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or a Confirmation by specifying that subparagraph (ii) above will not apply to the Transactions identified as being subject to the election, together with the starting date (in which case subparagraph (ii) above will not, or will cease to, apply to such Transactions from such date). This election may be made separately for different groups of Transactions and will apply separately to each pairing of Offices through which the parties make and receive payments or deliveries.

(d) **Deduction or Withholding for Tax.**

(i) **Gross-Up.** All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If a party is so required to deduct or withhold, then that party ("X") will:—

- (1) promptly notify the other party ("Y") of such requirement;
- (2) pay to the relevant authorities the full amount required to be deducted or withheld (including the full amount required to be deducted or withheld from any additional amount paid by X to Y under this Section 2(d)) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;
- (3) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and
- (4) if such Tax is an Indemnifiable Tax, pay to Y, in addition to the payment to which Y is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Y (free and clear of Indemnifiable Taxes, whether assessed against X or Y) will equal the full amount Y would have received had no such deduction or withholding been required. However, X will not be required to pay any additional amount to Y to the extent that it would not be required to be paid but for:—

(A) the failure by Y to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d); or

(B) the failure of a representation made by Y pursuant to Section 3(f) to be accurate and true unless such failure would not have occurred but for (I) any action taken by a taxing authority, or brought in a court of competent jurisdiction, on or after the date on which a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (II) a Change in Tax Law.

(ii) **Liability.** If: —

- (1) X is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding in respect of which X would not be required to pay an additional amount to Y under Section 2(d)(i)(4);
- (2) X does not so deduct or withhold; and
- (3) a liability resulting from such Tax is assessed directly against X,

then, except to the extent Y has satisfied or then satisfies the liability resulting from such Tax, Y will promptly pay to X the amount of such liability (including any related liability for interest, but including any related liability for penalties only if Y has failed to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d)).

(e) **Default Interest; Other Amounts.** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party that defaults in the performance of any payment obligation will, to the extent permitted by law and subject to Section 6(c), be required to pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as such overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment, at the Default Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. If, prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party defaults in the performance of any obligation required to be settled by delivery, it will compensate the other party on demand if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

3. Representations

Each party represents 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 and, in the case of the representations in Section 3(f), at all times until the termination of this Agreement) that:—

(a) **Basic Representations.**

- (i) **Status.** It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;
- (ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
- (iii) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of 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 contractual restriction binding on or affecting it or any of its assets;
- (iv) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and
- (v) **Obligations Binding.** Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) **Absence of Litigation.** There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) **Accuracy of Specified Information.** All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

(e) **Payer Tax Representation.** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(e) is accurate and true.

(f) **Payee Tax Representations.** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(f) is accurate and true.

4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

(a) **Furnish Specified Information.** It will deliver to the other party or, in certain cases under subparagraph (iii) below, to such government or taxing authority as the other party reasonably directs:—

(i) any forms, documents or certificates relating to taxation specified in the Schedule or any Confirmation;

(ii) any other documents specified in the Schedule or any Confirmation; and

(iii) upon reasonable demand by such other party, any form or document that may be required or reasonably requested in writing in order to allow such other party or its Credit Support Provider to make a payment under this Agreement or any applicable Credit Support Document without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any reasonably required certification,

in each case by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) **Maintain Authorisations.** It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) **Comply with Laws.** It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

(d) **Tax Agreement.** It will give notice of any failure of a representation made by it under Section 3(f) to be accurate and true promptly upon learning of such failure.

(e) **Payment of Stamp Tax.** Subject to Section 11, it will pay any Stamp Tax levied or imposed upon it or in respect of its execution or performance of this Agreement by a jurisdiction in which it is incorporated,

organised, managed and controlled, or considered to have its seat, or in which a branch or office through which it is acting for the purpose of this Agreement is located (“Stamp Tax Jurisdiction”) and will indemnify the other party against any Stamp Tax levied or imposed upon the other party or in respect of the other party’s execution or performance of this Agreement by any such Stamp Tax Jurisdiction which is not also a Stamp Tax Jurisdiction with respect to the other party.

5. Events of Default and Termination Events

(a) **Events of Default.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes an event of default (an “Event of Default”) with respect to such party:—

(i) **Failure to Pay or Deliver.** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 2(e) required to be made by it if such failure is not remedied on or before the third Local Business Day after notice of such failure is given to the party;

(ii) **Breach of Agreement.** Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 2(e) or to give notice of a Termination Event or any agreement or obligation under Section 4(a)(i), 4(a)(iii) or 4(d)) to be complied with or performed by the party in accordance with this Agreement if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the party;

(iii) **Credit Support Default.**

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document to be in full force and effect for the purpose of this Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document;

(iv) **Misrepresentation.** A representation (other than a representation under Section 3(e) or (f)) made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) **Default under Specified Transaction.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party (1) defaults under a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, there occurs a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction, (2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least three Local Business Days if there is no applicable notice requirement or grace period) or (3) disaffirms, disclaims, repudiates or rejects, in whole or in part, a Specified Transaction (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) **Cross Default.** If “Cross Default” is specified in the Schedule as applying to the party, the occurrence or existence of (1) a default, event of default or other similar condition or event (however

described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) in an aggregate amount of not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments, before it would otherwise have been due and payable or (2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments on the due date thereof in an aggregate amount of not less than the applicable Threshold Amount under such agreements or instruments (after giving effect to any applicable notice requirement or grace period);

(vii) **Bankruptcy.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party: —

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer: —

(1) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) **Termination Events.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes an Illegality if the event is specified in (i) below, a Tax Event if the event is specified in (ii) below or a Tax Event Upon Merger if the event is specified in (iii) below, and, if specified to be applicable, a Credit Event

Upon Merger if the event is specified pursuant to (iv) below or an Additional Termination Event if the event is specified pursuant to (v) below:—

(i) **Illegality.** Due to the adoption of, or any change in, any applicable law after the date on which a Transaction is entered into, or 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 after such date, it becomes unlawful (other than as a result of a breach by the party of Section 4(b)) for such party (which will be the Affected Party): —

(1) to perform any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or

(2) to perform, or for any Credit Support Provider of such party to perform, any contingent or other obligation which the party (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction;

(ii) **Tax Event.** Due to (x) any action taken by a taxing authority, or brought in a court of competent jurisdiction, on or after the date on which a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (y) a Change in Tax Law, the party (which will be the Affected Party) will, or there is a substantial likelihood that it will, on the next succeeding Scheduled Payment Date (1) be required to pay to the other party an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e)) or (2) 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 2(e), 6(d)(ii) or 6(e)) 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));

(iii) **Tax Event Upon Merger.** The party (the “Burdened Party”) on the next succeeding Scheduled Payment Date will either (1) be required to pay an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e)) or (2) receive a payment from which an amount has been deducted or withheld for or on account of any Indemnifiable Tax in respect of which the other party is not required to pay an additional amount (other than by reason of Section 2(d)(i)(4)(A) or (B)), in either case as a result of a party consolidating or amalgamating with, or merging with or into, or transferring all or substantially all its assets to, another entity (which will be the Affected Party) where such action does not constitute an event described in Section 5(a)(viii);

(iv) **Credit Event Upon Merger.** If “Credit Event Upon Merger” is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); or

(v) **Additional Termination Event.** If any “Additional Termination Event” is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties shall be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) **Event of Default and Illegality.** If an event or circumstance which would otherwise constitute or give rise to an Event of Default also constitutes an Illegality, it will be treated as an Illegality and will not constitute an Event of Default.

6. Early Termination

(a) **Right to Terminate Following Event of Default.** If at any time an Event of Default with respect to a party (the “Defaulting Party”) has occurred and is then continuing, the other party (the “Non-defaulting Party”) may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, “Automatic Early Termination” is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) **Right to Terminate Following Termination Event.**

(i) **Notice.** If a Termination Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction and will also give such other information about that Termination Event as the other party may reasonably require.

(ii) **Transfer to Avoid Termination Event.** If either an Illegality under Section 5(b)(i)(1) or a Tax Event occurs and there is only one Affected Party, or if a Tax Event Upon Merger occurs and the Burdened Party is the Affected Party, the Affected Party will, as a condition to its right to designate an Early Termination Date under Section 6(b)(iv), use all reasonable efforts (which will not require such party to incur a loss, excluding immaterial, incidental expenses) to transfer within 20 days after it gives notice under Section 6(b)(i) all its rights and obligations under this Agreement in respect of the Affected Transactions to another of its Offices or Affiliates so that such Termination Event ceases to exist.

If the Affected Party is not able to make such a transfer it will give notice to the other party to that effect within such 20 day period, whereupon the other party may effect such a transfer within 30 days after the notice is given under Section 6(b)(i).

Any such transfer by a party under this Section 6(b)(ii) will be subject to and conditional upon the prior written consent of the other party, which consent will not be withheld if such other party’s policies in effect at such time would permit it to enter into transactions with the transferee on the terms proposed.

(iii) **Two Affected Parties.** If an Illegality under Section 5(b)(i)(1) or a Tax Event occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice thereof is given under Section 6(b)(i) on action to avoid that Termination Event.

(iv) **Right to Terminate.** If: —

(1) a transfer under Section 6(b)(ii) or an agreement under Section 6(b)(iii), as the case may be, has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(2) an Illegality under Section 5(b)(i)(2), a Credit Event Upon Merger or an Additional Termination Event occurs, or a Tax Event Upon Merger occurs and the Burdened Party is not the Affected Party,

either party in the case of an Illegality, the Burdened Party in the case of a Tax Event Upon Merger, any Affected Party in the case of a Tax Event or an Additional Termination Event if there is more than one Affected Party, or the party which is not the Affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, by not more than 20 days notice to the other party and provided that the relevant Termination Event is then

continuing, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(c) **Effect of Designation.**

(i) If notice designating an Early Termination Date is given under Section 6(a) or (b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 2(e) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date shall be determined pursuant to Section 6(e).

(d) **Calculations.**

(i) **Statement.** On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (1) showing, in reasonable detail, such calculations (including all relevant quotations and specifying any amount payable under Section 6(e)) and (2) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation obtained in determining a Market Quotation, the records of the party obtaining such quotation will be conclusive evidence of the existence and accuracy of such quotation.

(ii) **Payment Date.** An amount calculated as being due in respect of any Early Termination Date under Section 6(e) will be payable on the day that notice of the amount payable is effective (in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default) and on the day which is two Local Business Days after the day on which notice of the amount payable is effective (in the case of an Early Termination Date which is designated as a result of a Termination Event). Such amount will be paid together with (to the extent permitted under applicable law) interest thereon (before as well as after judgment) in the Termination Currency, from (and including) the relevant Early Termination Date to (but excluding) the date such amount is paid, at the Applicable Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(e) **Payments on Early Termination.** If an Early Termination Date occurs, the following provisions shall apply based on the parties' election in the Schedule of a payment measure, either "Market Quotation" or "Loss", and a payment method, either the "First Method" or the "Second Method". If the parties fail to designate a payment measure or payment method in the Schedule, it will be deemed that "Market Quotation" or the "Second Method", as the case may be, shall apply. The amount, if any, payable in respect of an Early Termination Date and determined pursuant to this Section will be subject to any Set-off.

(i) **Events of Default.** If the Early Termination Date results from an Event of Default: —

(1) **First Method and Market Quotation.** If the First Method and Market Quotation apply, the Defaulting Party will pay to the Non-defaulting Party the excess, if a positive number, of (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party over (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party.

(2) **First Method and Loss.** If the First Method and Loss apply, the Defaulting Party will pay to the Non-defaulting Party, if a positive number, the Non-defaulting Party's Loss in respect of this Agreement.

(3) **Second Method and Market Quotation.** If the Second Method and Market Quotation apply, an amount will be payable equal to (A) the sum of the Settlement Amount (determined by the

Non-defaulting Party) in respect of the Terminated Transactions and the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(4) *Second Method and Loss*. If the Second Method and Loss apply, an amount will be payable equal to the Non-defaulting Party's Loss in respect of this Agreement. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(ii) **Termination Events**. If the Early Termination Date results from a Termination Event: —

(1) *One Affected Party*. If there is one Affected Party, the amount payable will be determined in accordance with Section 6(e)(i)(3), if Market Quotation applies, or Section 6(e)(i)(4), if Loss applies, except that, in either case, references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and the party which is not the Affected Party, respectively, and, if Loss applies and fewer than all the Transactions are being terminated, Loss shall be calculated in respect of all Terminated Transactions.

(2) *Two Affected Parties*. If there are two Affected Parties: —

(A) if Market Quotation applies, each party will determine a Settlement Amount in respect of the Terminated Transactions, and an amount will be payable equal to (I) the sum of (a) one-half of the difference between the Settlement Amount of the party with the higher Settlement Amount ("X") and the Settlement Amount of the party with the lower Settlement Amount ("Y") and (b) the Termination Currency Equivalent of the Unpaid Amounts owing to X less (II) the Termination Currency Equivalent of the Unpaid Amounts owing to Y; and

(B) if Loss applies, each party will determine its Loss in respect of this Agreement (or, if fewer than all the Transactions are being terminated, in respect of all Terminated Transactions) and an amount will be payable equal to one-half of the difference between the Loss of the party with the higher Loss ("X") and the Loss of the party with the lower Loss ("Y").

If the amount payable is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of that amount to Y.

(iii) **Adjustment for Bankruptcy**. In circumstances where an Early Termination Date occurs because "Automatic Early Termination" applies in respect of a party, the amount determined under this Section 6(e) will be subject to such adjustments as are appropriate and permitted by law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) **Pre-Estimate**. The parties agree that if Market Quotation applies an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks and except as otherwise provided in this Agreement neither party will be entitled to recover any additional damages as a consequence of such losses.

7. Transfer

Subject to Section 6(b)(ii), neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that: —

- (a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and
- (b) a party may make such a transfer of all or any part of its interest in any amount payable to it from a Defaulting Party under Section 6(e).

Any purported transfer that is not in compliance with this Section will be void.

8. Contractual Currency

(a) **Payment in the Contractual Currency.** Each payment under this Agreement will be made in the relevant currency specified in this Agreement for that payment (the “Contractual Currency”). To the extent permitted by applicable law, any obligation to make payments under this Agreement in the Contractual Currency will not be discharged or satisfied by any tender in any currency other than the Contractual Currency, except to the extent such tender results in the actual receipt by the party to which payment is owed, acting in a reasonable manner and in good faith in converting the currency so tendered into the Contractual Currency, of the full amount in the Contractual Currency of all amounts payable in respect of this Agreement. If for any reason the amount in the Contractual Currency so received falls short of the amount in the Contractual Currency payable in respect of this Agreement, the party required to make the payment will, to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall. If for any reason the amount in the Contractual Currency so received exceeds the amount in the Contractual Currency payable in respect of this Agreement, the party receiving the payment will refund promptly the amount of such excess.

(b) **Judgments.** To the extent permitted by applicable law, if any judgment or order expressed in a currency other than the Contractual Currency is rendered (i) for the payment of any amount owing in respect of this Agreement, (ii) for the payment of any amount relating to any early termination in respect of this Agreement or (iii) in respect of a judgment or order of another court for the payment of any amount described in (i) or (ii) above, the party seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the other party the amount of any shortfall of the Contractual Currency received by such party as a consequence of sums paid in such other currency and will refund promptly to the other party any excess of the Contractual Currency received by such party as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the Contractual Currency is converted into the currency of the judgment or order for the purposes of such judgment or order and the rate of exchange at which such party is able, acting in a reasonable manner and in good faith in converting the currency received into the Contractual Currency, to purchase the Contractual Currency with the amount of the currency of the judgment or order actually received by such party. The term “rate of exchange” includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Contractual Currency.

(c) **Separate Indemnities.** To the extent permitted by applicable law, these indemnities constitute separate and independent obligations from the other obligations in this Agreement, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the party to which any payment is owed and will not be affected by judgment being obtained or claim or proof being made for any other sums payable in respect of this Agreement.

(d) **Evidence of Loss.** For the purpose of this Section 8, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

9. Miscellaneous

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.
- (b) **Amendments.** No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.
- (c) **Survival of Obligations.** Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.
- (d) **Remedies Cumulative.** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.
- (e) **Counterparts and Confirmations.**
- (i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.
 - (ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation shall be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex or electronic message constitutes a Confirmation.
- (f) **No Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- (g) **Headings.** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

10. Offices; Multibranch Parties

- (a) If Section 10(a) is specified in the Schedule as applying, each party that enters into a Transaction through an Office other than its head or home office represents to the other party that, notwithstanding the place of booking office or jurisdiction of incorporation or organisation of such party, the obligations of such party are the same as if it had entered into the Transaction through its head or home office. This representation will be deemed to be repeated by such party on each date on which a Transaction is entered into.
- (b) Neither party may change the Office through which it makes and receives payments or deliveries for the purpose of a Transaction without the prior written consent of the other party.
- (c) If a party is specified as a Multibranch Party in the Schedule, such Multibranch Party may make and receive payments or deliveries under any Transaction through any Office listed in the Schedule, and the Office through which it makes and receives payments or deliveries with respect to a Transaction will be specified in the relevant Confirmation.

11. Expenses

A Defaulting Party will, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees and Stamp Tax, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document

to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

12. Notices

(a) **Effectiveness.** Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under Section 5 or 6 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see the Schedule) and will be deemed effective as indicated:—

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by telex, on the date the recipient's answerback is received;
- (iii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
- (iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or
- (v) if sent by electronic messaging system, on the date that electronic message is received,

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

(b) **Change of Addresses.** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

13. Governing Law and Jurisdiction

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

(b) **Jurisdiction.** With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably:—

- (i) submits to the jurisdiction of the English courts, if this Agreement is expressed to be governed by English law, or to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City, if this Agreement is expressed to be governed by the laws of the State of New York; and
- (ii) 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.

Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction (outside, if this Agreement is expressed to be governed by English law, the Contracting States, as defined in Section 1(3) of the Civil Jurisdiction and Judgments Act 1982 or any modification, extension or re-enactment thereof for the time being in force) nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

(c) **Service of Process.** Each party irrevocably appoints the Process Agent (if any) specified opposite its name in the Schedule to receive, for it and on its behalf, service of process in any Proceedings. If for any

reason any party's Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notices in Section 12. Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by law.

(d) **Waiver of Immunities.** Each party irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

14. Definitions

As used in this Agreement:—

“Additional Termination Event” has the meaning specified in Section 5(b).

“Affected Party” has the meaning specified in Section 5(b).

“Affected Transactions” means (a) with respect to any Termination Event consisting of an Illegality, Tax Event or Tax Event Upon Merger, all Transactions affected by the occurrence of such Termination Event and (b) with respect to any other Termination Event, all Transactions.

“Affiliate” means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“Applicable Rate” means:—

- (a) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;
- (b) in respect of an obligation to pay an amount under Section 6(e) of either party from and after the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable, the Default Rate;
- (c) in respect of all other obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate; and
- (d) in all other cases, the Termination Rate.

“Burdened Party” has the meaning specified in Section 5(b).

“Change in Tax Law” means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law) that occurs on or after the date on which the relevant Transaction is entered into.

“consent” includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

“Credit Event Upon Merger” has the meaning specified in Section 5(b).

“Credit Support Document” means any agreement or instrument that is specified as such in this Agreement.

“Credit Support Provider” has the meaning specified in the Schedule.

“Default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

“Defaulting Party” has the meaning specified in Section 6(a).

“Early Termination Date” means the date determined in accordance with Section 6(a) or 6(b)(iv).

“Event of Default” has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

“Illegality” has the meaning specified in Section 5(b).

“Indemnifiable Tax” means any Tax other than a Tax that would not be imposed in respect of a payment under this Agreement but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organised, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment under, or enforced, this Agreement or a Credit Support Document).

“law” includes any treaty, law, rule or regulation (as modified, in the case of tax matters, by the practice of any relevant governmental revenue authority) and **“lawful”** and **“unlawful”** will be construed accordingly.

“Local Business Day” means, subject to the Schedule, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) (a) in relation to any obligation under Section 2(a)(i), in the place(s) specified in the relevant Confirmation or, if not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) in relation to any other payment, in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment, (c) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), in the city specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (d) in relation to Section 5(a)(v)(2), in the relevant locations for performance with respect to such Specified Transaction.

“Loss” means, with respect to this Agreement or one or more Terminated Transactions, as the case may be, and a party, the Termination Currency Equivalent of an amount that party reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with this Agreement or that Terminated Transaction or group of Terminated Transactions, as the case may be, including any loss of bargain, cost of funding or, at the election of such party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position (or any gain resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment or delivery required to have been made (assuming satisfaction of each applicable condition precedent) on or before the relevant Early Termination Date and not made, except, so as to avoid duplication, if Section 6(e)(i)(1) or (3) or 6(e)(ii)(2)(A) applies. Loss does not include a party’s legal fees and out-of-pocket expenses referred to under Section 11. A party will determine its Loss as of the relevant Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter as is reasonably practicable. A party may (but need not) determine its Loss by reference to quotations of relevant rates or prices from one or more leading dealers in the relevant markets.

“Market Quotation” means, with respect to one or more Terminated Transactions and a party making the determination, an amount determined on the basis of quotations from Reference Market-makers. Each quotation will be for an amount, if any, that would be paid to such party (expressed as a negative number) or by such party (expressed as a positive number) in consideration of an agreement between such party (taking into account any existing Credit Support Document with respect to the obligations of such party) and the quoting Reference Market-maker to enter into a transaction (the “Replacement Transaction”) that would have the effect of preserving for such party the economic equivalent of any payment or delivery (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the parties under Section 2(a)(i) in respect of such Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have

been required after that date. For this purpose, Unpaid Amounts in respect of the Terminated Transaction or group of Terminated Transactions are to be excluded but, without limitation, any payment or delivery that would, but for the relevant Early Termination Date, have been required (assuming satisfaction of each applicable condition precedent) after that Early Termination Date is to be included. The Replacement Transaction would be subject to such documentation as such party and the Reference Market-maker may, in good faith, agree. The party making the determination (or its agent) will request each Reference Market-maker to provide its quotation to the extent reasonably practicable as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the relevant Early Termination Date. The day and time as of which those quotations are to be obtained will be selected in good faith by the party obliged to make a determination under Section 6(e), and, if each party is so obliged, after consultation with the other. If more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations, without regard to the quotations having the highest and lowest values. If exactly three such quotations are provided, the Market Quotation will be the quotation remaining after disregarding the highest and lowest quotations. For this purpose, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the Market Quotation in respect of such Terminated Transaction or group of Terminated Transactions cannot be determined.

“Non-default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-defaulting Party (as certified by it) if it were to fund the relevant amount.

“Non-defaulting Party” has the meaning specified in Section 6(a).

“Office” means a branch or office of a party, which may be such party’s head or home office.

“Potential Event of Default” means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

“Reference Market-makers” means four leading dealers in the relevant market selected by the party determining a Market Quotation in good faith (a) from among dealers of the highest credit standing which satisfy all the criteria that such party applies generally at the time in deciding whether to offer or to make an extension of credit and (b) to the extent practicable, from among such dealers having an office in the same city.

“Relevant Jurisdiction” means, with respect to a party, the jurisdictions (a) in which the party is incorporated, organised, managed and controlled or considered to have its seat, (b) where an Office through which the party is acting for purposes of this Agreement is located, (c) in which the party executes this Agreement and (d) in relation to any payment, from or through which such payment is made.

“Scheduled Payment Date” means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

“Set-off” means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement to which the payer of an amount under Section 6 is entitled or subject (whether arising under this Agreement, another contract, applicable law or otherwise) that is exercised by, or imposed on, such payer.

“Settlement Amount” means, with respect to a party and any Early Termination Date, the sum of: —

(a) the Termination Currency Equivalent of the Market Quotations (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation is determined; and

(b) such party’s Loss (whether positive or negative and without reference to any Unpaid Amounts) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation cannot be determined or would not (in the reasonable belief of the party making the determination) produce a commercially reasonable result.

“Specified Entity” has the meanings specified in the Schedule.

“Specified Indebtedness” means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

“Specified Transaction” means, subject to the Schedule, (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions), (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

“Stamp Tax” means any stamp, registration, documentation or similar tax.

“Tax” means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under this Agreement other than a stamp, registration, documentation or similar tax.

“Tax Event” has the meaning specified in Section 5(b).

“Tax Event Upon Merger” has the meaning specified in Section 5(b).

“Terminated Transactions” means with respect to any Early Termination Date (a) if resulting from a Termination Event, all Affected Transactions and (b) if resulting from an Event of Default, all Transactions (in either case) in effect immediately before the effectiveness of the notice designating that Early Termination Date (or, if “Automatic Early Termination” applies, immediately before that Early Termination Date).

“Termination Currency” has the meaning specified in the Schedule.

“Termination Currency Equivalent” means, in respect of any amount denominated in the Termination Currency, such Termination Currency amount and, in respect of any amount denominated in a currency other than the Termination Currency (the “Other Currency”), the amount in the Termination Currency determined by the party making the relevant determination as being required to purchase such amount of such Other Currency as at the relevant Early Termination Date, or, if the relevant Market Quotation or Loss (as the case may be), is determined as of a later date, that later date, with the Termination Currency at the rate equal to the spot exchange rate of the foreign exchange agent (selected as provided below) for the purchase of such Other Currency with the Termination Currency at or about 11:00 a.m. (in the city in which such foreign exchange agent is located) on such date as would be customary for the determination of such a rate for the purchase of such Other Currency for value on the relevant Early Termination Date or that later date. The foreign exchange agent will, if only one party is obliged to make a determination under Section 6(e), be selected in good faith by that party and otherwise will be agreed by the parties.

“Termination Event” means an Illegality, a Tax Event or a Tax Event Upon Merger or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

“Termination Rate” means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

“Unpaid Amounts” owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii)) to such party under Section 2(a)(i) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date and (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market

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value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

UBS AG

.....
(Name of Party)

.....
(Name of Party)

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

SCHEDULE
to the
Master Agreement
dated as of _____
between

UBS AG
("Party A")
a bank organised under the laws of
Switzerland

And

[]
("Party B")
a corporation/partnership/national banking
association/etc. organised under the laws of []

Part 1
Termination Provisions

(a) **"Specified Entity"** means:

(i) in relation to Party A for the purpose of:

Section 5(a)(v) of this Agreement, [],
Section 5(a)(vi) of this Agreement, [],
Section 5(a)(vii) of this Agreement, [],
Section 5(b)(iv) of this Agreement, []; and

(ii) in relation to Party B for the purpose of:

Section 5(a)(v) of this Agreement, [],
Section 5(a)(vi) of this Agreement, [],
Section 5(a)(vii) of this Agreement, [],
Section 5(b)(iv) of this Agreement, [].

(b) **Specified Transaction** will not have the meaning specified in Section 14 of this Agreement and instead means, (a) any transaction (including an agreement with respect to any such transaction) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is not a Transaction under this Agreement but (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction, precious metal transaction, letters of credit reimbursement obligation, indebtedness for borrowed money (whether or not evidenced by a note or similar instrument) and any amounts payable under any prime brokerage or centrally cleared derivative agreements, or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

(c) The **Cross Default** provisions of Section 5(a)(vi) of this Agreement, as modified below, will apply to Party A and to Party B. Section 5(a)(vi) of this Agreement is hereby amended by the addition of the following at the end thereof:

"provided, however, that notwithstanding the foregoing, an Event of Default shall not occur under either (1) or (2) above if, as demonstrated to the reasonable satisfaction of the other party, (a) the event or condition referred to in (1) or the failure to pay referred to in (2) is a failure to pay caused by an error or omission of an administrative or operational nature; and (b) funds were available to such party to enable it to make the relevant payment when due; and (c) such relevant payment is made within three Business Days following receipt of written notice from an interested party of such failure to pay."

"Specified Indebtedness" means any obligation (whether present or future, contingent or otherwise as principal or surety or otherwise) for the payment or repayment of any money.

"Threshold Amount" means:

- (i) in relation to Party A: an amount equal to []% of shareholder's equity (howsoever described) of Party A as shown on the most recent annual audited financial statements of Party A; and
- (ii) in relation to Party B, or any Credit Support Provider or Specified Entity of Party B: an amount equal to []% of Net Asset Value (as defined in Part 5 below) of Party B, or the relevant Credit Support Provider or Specified Entity of Party B.

(d) The **Credit Event Upon Merger** provisions of Section 5(b)(iv) of this Agreement do not apply to either party

(e) The **Automatic Early Termination** provision of Section 6(a) of this Agreement will apply to Party A and will [not] apply to Party B.

(f) **Payments on Early Termination** for the purpose of Section 6(e) of this Agreement: (i) Loss shall apply; and (ii) the Second Method shall apply.

(g) **"Termination Currency"** means one of the currencies in which payments are required to be made pursuant to a Confirmation in respect of a Terminated Transaction selected by the Non-defaulting Party or the non-Affected Party, as the case may be, or, in the circumstances where there are two Affected Parties, as agreed between the parties or, failing such agreement as aforesaid, or if the currency so selected is not freely available, the Termination Currency shall be USD Dollars.

(h) **Additional Termination Event** will apply. The following shall constitute Additional Termination Events. Upon the occurrence of any one of the events or circumstances specified below, Party B shall be the Affected Party and all Transactions shall be Affected Transactions:

[]

Part 2
Tax Representations

- (a) **Payer Tax Representations.** For the purpose of Section 3(e) of this Agreement, Party A and Party B each makes 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 2(e), 6(d)(ii) or 6(e) 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, **PROVIDED THAT** it shall not be a breach of this representation where reliance is placed on sub-clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) 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 make no representations.

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**Part 3
Agreement to Deliver Documents**

For the purposes of Sections 3(d), 4(a)(i) and (ii) of this Agreement, each party agrees to supply the following documents:

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

Each party agrees to complete, accurately and in a manner reasonably satisfactory to the other party (or any Specified Entity of the other party), and to execute, arrange for any required certification of, and deliver to the other party (or such Specified Entity) (or to such government or taxing authority as the other party (or such Specified Entity) reasonably directs), any form or document that may be required or reasonably requested in order to allow the other party (or such Specified Entity) to make a payment under this Agreement (or a Credit Support Document of the other party or a Specified Entity thereof) without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate, promptly upon the earlier of (i) reasonable demand by the other party (or such Specified Entity) and (ii) learning that the form or document is required.

- (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 and Party B	Evidence of the authority and true signatures of each official or representative signing this Agreement or, as the case may be, a Confirmation, on its behalf.	On or before execution of this Agreement and each Confirmation forming a part of this Agreement.	Yes
Party B	Copy of the resolution of Party B's Board of Directors (or equivalent authorising documentation) authorising the execution and delivery of this Agreement and each Confirmation and performance of its obligations hereunder.	On or before execution of this Agreement.	Yes
Party B	Copies of Memorandum and Articles of Association of Party B, and Certificate of Incorporation (or equivalent constitutive documents).	On or before execution of this Agreement.	Yes
Party B	Annual Audited Financial Statements	As soon as practicable but in any event within [] days of the end of each financial year	Yes
Party B	Semi-annual unaudited financial statements.	As soon as practicable but in any event within [] days of the end of each financial mid-year	Yes

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Party B	Letter of Process Agent of Party B confirming acceptance of appointment.	On or before execution of this Agreement.	Yes
Party B	Net Asset Value and Net Asset Value per Share to be provided by an independent third party	Within [] days of the last Local Business Day in each calendar month	Yes
Party B	Any other information which Party A may reasonably request from Party B from time to time	Upon request of Party A	Yes

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Part 4
Miscellaneous

- (a) **Address for Notices.** For the purpose of Section 12(a) of this Agreement:
Address for notices or communications to Party A shall, with respect to a particular Transaction, be sent to the address, telex number or facsimile number specified in the Confirmation for the relevant Transaction, and any notice for the purposes of Sections 5 or 6 of this Agreement shall be sent to the address, telex number or facsimile specified below:
- Address: UBS AG, Hong Kong Branch,
52/F, Two International Finance Centre, Central, Hong Kong
Attention: Legal Department
Telephone: +852 3712 2282
- With a copy to:
- Address: UBS AG, London Branch
5 Broadgate, London EC2M 2QS
Attention: Legal Department
Copy to email: ol-notices-admin@ubs.com
Telephone: +44 20 7567 8000
- Address for notices or communications to Party B shall be sent to the address, telex number or facsimile number specified below:
- Address:
Attention:
Telephone:
Electronic Messaging Details:
- (b) **Process Agent.** For the purpose of Section 13(c) of this Agreement: In respect of Party A: Not applicable. In respect of Party B, Party B appoints as its Process Agent:
- (c) **Offices.** The provisions of Section 10(a) of this Agreement will apply to Party A and Party B.
- (d) **Multibranch Party.** For the purpose of Section 10(c) of this Agreement:
- (i) Party A is a Multibranch Party and may act through its branches in any of the following territories or countries:

Australia, England and Wales, Hong Kong, Singapore, and Switzerland.
- (ii) Party B is not a Multibranch Party.
- (e) **Calculation Agent.** The Calculation Agent is Party A, unless otherwise specified in a Confirmation in relation to the relevant Transaction.
- (f) **Credit Support Document.** Details of any Credit Support Document in relation to Party A and Party B: not applicable.
- (g) **Credit Support Provider.** Credit Support Provider means in relation to Party A and Party B: not applicable.
- (h) **Governing Law.** This Agreement and any non-contractual obligations arising out of or in connection with it or with the subject matter of this contract shall be governed by, and construed in accordance with, English law.

- (i) **Netting of Payments.** Subparagraph (ii) of Section 2(c) of this Agreement will apply, except for the following groups of Transactions which shall be treated separately: (1) FX Transactions (including FX Transactions resulting from the exercise of Currency Option Transactions), (2) premium payable under Currency Option Transactions (each of (1) and (2) as defined in the 1998 FX and Currency Option Definitions) and (3) Commodity Transactions (as defined in the 2005 ISDA Commodity Definitions), in which case subparagraph (ii) of Section 2(c) of this Agreement will not apply.
- (j) **Affiliate .** will have the meaning specified in Section 14 of this Agreement.

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Part 5
Other Provisions

- (a) **Set-off.** Without affecting the provisions of the Agreement requiring the calculation of certain net payment amounts, all payments under this Agreement will be made without set-off or counterclaim; provided, however, that upon the designation of an Early Termination Date following an Event of Default, or a Termination Event under Section 5(b)(iv) or Section 5(b)(v), in addition to and not in limitation of any other right or remedy (including any right to set off, counterclaim, or otherwise withhold payment or any recourse to any Credit Support Document) under applicable law the Non-defaulting Party or non-Affected Party (in either case, "X") may without prior notice to any person set off any sum or obligation (whether or not arising under this Agreement and whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by the Defaulting Party or Affected Party (in either case, "Y") to X or any Affiliate of X against any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by X or any Affiliate of X to Y and, for this purpose, may convert one currency into another at a market rate determined by X. If any sum or obligation is unascertained, X may in good faith estimate that sum or obligation and set-off in respect of that estimate, subject to X or Y, as the case may be, accounting to the other party when such sum or obligation is ascertained. Nothing in this Agreement shall create or be deemed to create any charge under English law.
- (b) **Representations.** Section 3(a) of this Agreement is hereby amended by the deletion of "and" at the end of Section 3(a)(iv); the substitution of a comma for the period at the end of Section 3(a)(v) and the addition of Section 3(a)(vi) as follows:
- "(vi) **No Agency.** It is entering into this Agreement and each Transaction as principal (and not as agent or in any other capacity, fiduciary or otherwise)."
- (c) **Waiver Of Jury Trial.** Each party hereby irrevocably waives any and all right to trial by jury in any suit, action or proceeding arising out of or relating to this agreement or any transaction and acknowledges that this waiver is a material inducement to the other party's entering into this agreement.
- (d) **Consent to Recording.** Each party (i) consents to the recording of all telephone conversations between trading, operations and marketing personnel of the parties and their Affiliates in connection with this Agreement or any potential Transaction; (ii) agrees to give notice to such personnel of it and its Affiliates that their calls will be recorded; and (iii) agrees that in any Proceedings, it will not object to the introduction of such recordings in evidence on the ground that consent was not properly given.
- (e) **Scope of Agreement.** Upon the effectiveness of this Agreement and unless the parties to this Agreement otherwise agree in writing, by specific reference to this Agreement, that this provision does not apply, all Derivative Transactions (as defined below) then outstanding, or which may be entered into thereafter, between the parties, including Transactions entered into by the parties through Offices, if any, listed in Part 4(d), are deemed to be Transactions governed by this Agreement and any confirmation or other confirming evidence of the Transaction is deemed to be a Confirmation.
- "Derivative Transaction"** means any transaction (including an agreement with respect thereto) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, weather index transaction, bullion/precious metal transaction, base metal transaction, or forward purchase or sale of a security, commodity or other financial instrument or interest, or any other similar transaction (including any option with respect to any of these transactions) and any combination of these transactions.
- (f) **ISDA Definitions.** (i) The provisions of the 1998 FX and Currency Option Definitions (as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and the Foreign Exchange Committee) (the "1998 FX Definitions") are hereby incorporated in their entirety and shall apply to any FX Transaction or Currency Option Transaction as defined in Section 1.12 and Section 1.5,

respectively, of Article 1 of the 1998 FX Definitions (each an "FX Transaction" or "Currency Option Transaction", respectively) entered into by the parties hereto (unless, in relation to a particular FX Transaction or Currency Option Transaction, as otherwise specified in the relevant Confirmation); and

(ii) The provisions of the 2005 ISDA Commodity Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Commodity Definitions") are hereby incorporated in their entirety and shall apply to any Transaction as defined in Section 1.1 of Article 1 of the Commodity Definitions (each a "Commodity Transaction") entered into by the parties hereto (unless, in relation to a particular Commodity Transaction, as otherwise specified in the relevant Confirmation).

(g) **Relationship between the Parties.**

This Agreement is hereby amended by the addition of a new Section 15 as follows:

"15. **Relationship between the Parties.**

Each party will be deemed to represent to the other party on the date on which it enters into a Transaction (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

- (i) **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 judgement and upon advice from such advisers 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 shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.
- (ii) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.
- (iii) **Status of Parties.** The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction."

References in this clause to a "party" shall, in the case of UBS AG and where the context so allows, include reference to any Affiliate of UBS AG.

(h) **Agreements.** Section 4 of this Agreement is hereby amended by the addition of Section 4(f) as follows:

"(f) **Physical Delivery.** In respect of any physically settled Transactions, it will, at the time of delivery, be the legal and beneficial owner, free of liens and other encumbrances, of any securities or commodities it delivers to the other party; and, in addition, with respect to any breach of this Section 4(f), Section 5(a)(ii) of this Agreement is hereby amended by the insertion of a full stop after "Agreement" on the fifth line and the deletion of the remainder of the Section."

(i) **Further Representation of Party B.** In addition to its representations under Section 3, Party B represents to Party A (which representations will be deemed to be repeated by Party B on each date on which any Transaction subsists) that:

- (i) It has appointed the Investment Manager to act as its agent for all purposes under this Agreement (including, without limitation, for the purpose of entering into Transactions on its behalf) (each such Transaction an "Agency Transaction"); and
- (ii) Any person (including, without limitation, the Investment Manager and any person representing or purporting to represent the Investment Manager signing the Agreement, any Confirmation and any such person entering into any Transaction, is duly authorised to do so on behalf of Party B;

- (iii) Each Transaction entered into in connection with this Agreement by the Investment Manager is suitable and appropriate and in accordance with the investment objectives and guidelines for Party B on the date such Transaction is entered into; and
- (iv) The execution, delivery and performance by the Investment Manager on behalf of Party B does not conflict with any law or regulation applicable to the Investment Manager, any provision of the constituent documents of the Investment Manager, any order or judgment of any court or other agency of government applicable to the Investment Manager, or any of the assets of the Investment Manager, or any contractual restriction binding on or affecting the Investment Manager, or any assets of the Investment Manager.

(j) **Further Agreements of Party B.** In addition to its agreements under Section 4, Party B agrees with Party A that, so long as either party has or may have any obligations under this Agreement:

- (i) Any amounts payable by Party A under this Agreement shall be deemed satisfied when paid by Party A to the Investment Manager.
- (ii) Party B shall be bound as principal of any Agency Transaction entered into by the Investment Manager or any other person representing or purporting to represent the Investment Manager, notwithstanding any lack of power or authority on the part of the Investment Manager, or such other person.

(k) **Reliance on Notices.** Except as otherwise stated herein, each party may rely upon any oral or written notices and instructions reasonably believed to be originated from the other party or its duly authorised agent (including, for Party B, the Investment Adviser) and does not incur any liability to the other party in acting in accordance with those notices and instructions.

(l) **Termination Notice.** Section 6(b)(i) of this Agreement is modified by the addition of the words "and in any event within one Local Business Day," after the words "promptly upon becoming aware of it," in the first and second lines thereof.

(m) **Delivery of notices under Sections 5 and 6 by fax.** Section 12(a) of this Agreement is amended by the deletion of the words "facsimile transmission or" in the third line of the first paragraph of that section.

(n) **Definitions.** Section 14 is hereby amended to include the following definition in its appropriate alphabetical position:

"**Level of Gearing**" means the result of dividing the aggregate absolute mark-to-market value of all trading positions that Party B has outstanding at any time (whether long or short and regardless of whether they are pair trades) by the Net Asset Value. For the purposes of this computation, amount denominated in a currency other than United States Dollars shall be converted to United States Dollars at the spot rate prevailing on the date of such calculation.

"**Net Asset Value**" means the result in USD of subtracting the total value of all liabilities (including but not limited to the aggregate mark-to-market value of all trading positions constituting liabilities) from the total value of all assets (including but not limited to cash, deposit accounts and instruments, securities, and the aggregate mark-to-market value of all trading positions constituting assets). For purposes of this computation, amounts denominated in a currency other than USD shall be converted to USD at the spot rate for such currency prevailing on the date of such calculation.

"**Net Asset Value per Share**" means, with respect to Party B, the Net Asset Value of Party B on any particular date divided by the number of shares of Party B in issue on such date.

(o) **Indian transactions.** If parties are entering into a Transaction which is or otherwise involves an offshore derivative instrument ("ODI") (as such term is defined for the purposes of the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, and notifications, circulars, rules and guidelines of the Securities and Exchange Board of India issued from time to time) (collectively referred to as the "FPI Regulations"), the representations and undertakings made by Party B in favour of UBS AG in a letter titled "Notice Regarding Derivative Products Linked to Indian Securities or Indices" (which may be

amended/replaced from time to time) (the "ODI Letter") shall apply to the Transaction and references to ODI in the Letter shall be construed to include the Transaction. If a representation or undertaking in the ODI Letter proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated; or if Party B fails to comply with or perform any agreement or obligation undertaken by it in the ODI Letter, it shall be an Additional Termination Event with all Transactions which are or otherwise involve an ODI (as defined in the ODI Letter) being the sole Affected Transactions, and with Party B being the sole Affected Party.

- (p) **Taiwanese transactions.** For any Transaction referencing Taiwanese underliers where the Exchange (as defined in the 2002 ISDA Equity Derivatives Definitions) is in the Republic of China, Party B makes the representations suitable to its entity type as set out in the ISDA Representations for Taiwan Market Access Products as published by ISDA from time to time
- (q) **Chinese transactions.** For any Transaction referencing Chinese underliers where the Exchange (as defined in the 2002 ISDA Equity Derivatives Definitions) is in the Peoples' Republic of China, Party B makes the representations set out in the ISDA Representations for China Market Access Products as published by ISDA from time to time
- (r) **Consent to Disclosure.** Party B consents to Party A effecting such disclosure as Party A may deem appropriate to enable Party A to transfer, disclose or otherwise process Party B's records and information, to process and execute Party B's instructions, or in pursuance of Party A's or Party B's commercial interest, to any of its head office, branches, Affiliates, professional advisers, agents or third party service providers ("intended recipient"). For the avoidance of doubt, Party B's consent to disclosure includes the right on the part of Party A to allow access to any intended recipient of Party B information, to the records and information of Party A by any means.
- (s) **Foreign Account Tax Compliance Act and HIRE Act.**
- (i) FATCA PROTOCOL PROVISION. "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. If the parties each independently decide to adhere to any ISDA Protocol on FATCA Withholding Tax, upon effective adherence by both parties, the provisions of such Protocol shall supersede the foregoing provision
- (ii) Section 871(m). The parties agree that the amendments set out in the Attachment to the ISDA 2015 Section 871(m) Protocol published by ISDA on November 2, 2015, which is available on the ISDA website (www.isda.org) (the "Protocol"), will apply to this Agreement. The parties further agree that this Agreement will be deemed to be a Covered Master Agreement and that the Implementation Date will be the effective date of this Agreement as amended by the parties for the purposes of such amendments, regardless of the definitions of such terms in the Protocol.
- (t) **ISDA Resolution Stay Jurisdictional Modular Protocol – Swiss Jurisdictional Module.**

The terms of the Swiss Jurisdictional Module and the ISDA Resolution Stay Jurisdictional Modular Protocol (each published by the International Swaps and Derivatives Association, Inc. and together, the "**Swiss Stay Provisions**") are incorporated into and form part of this Agreement. For purposes thereof, this Agreement shall be deemed a Covered Agreement and the terms of the Swiss Stay Provisions shall apply to this Agreement as if Party A is a Regulated Entity Counterparty and Party B is a Module Adhering Party with the Implementation Date deemed to be the date of this Agreement. In the event of any inconsistencies between this Agreement and the Swiss Stay Provisions, the Swiss Stay Provisions will prevail.

- (u) **ISDA Benchmarks Supplement.** Except where a Confirmation expressly states otherwise, the [ISDA Benchmarks Supplement](#) published on September 19, 2018 will apply to all Transactions under this Agreement. Any references in that Supplement to “any ISDA Master Agreement” shall be deemed to be a reference to this Agreement.

UBS AG

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By:
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For personal use only

ISDA[®]

International Swaps and Derivatives Association, Inc.

2002 MASTER AGREEMENT

dated as of

UBS AG

and

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this 2002 Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties or otherwise effective for the purpose of confirming or evidencing those Transactions. This 2002 Master Agreement and the Schedule are together referred to as this "Master Agreement".

Accordingly, the parties agree as follows:—

1. Interpretation

- (a) **Definitions.** The terms defined in Section 14 and elsewhere in this Master Agreement will have the meanings therein specified for the purpose of this Master Agreement.
- (b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement, such Confirmation will prevail for the purpose of the relevant Transaction.
- (c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. Obligations

- (a) **General Conditions.**
 - (i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
 - (ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

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(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other condition specified in this Agreement to be a condition precedent for the purpose of this Section 2(a)(iii).

(b) **Change of Account.** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the Scheduled Settlement Date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) **Netting of Payments.** If on any date amounts would otherwise be payable:—

- (i) in the same currency; and
- (ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount and payment obligation will be determined in respect of all amounts payable on the same date in the same currency in respect of those Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or any Confirmation by specifying that "Multiple Transaction Payment Netting" applies to the Transactions identified as being subject to the election (in which case clause (ii) above will not apply to such Transactions). If Multiple Transaction Payment Netting is applicable to Transactions, it will apply to those Transactions with effect from the starting date specified in the Schedule or such Confirmation, or, if a starting date is not specified in the Schedule or such Confirmation, the starting date otherwise agreed by the parties in writing. This election may be made separately for different groups of Transactions and will apply separately to each pairing of Offices through which the parties make and receive payments or deliveries.

(d) **Deduction or Withholding for Tax.**

(i) **Gross-Up.** All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If a party is so required to deduct or withhold, then that party ("X") will:—

- (1) promptly notify the other party ("Y") of such requirement;
- (2) pay to the relevant authorities the full amount required to be deducted or withheld (including the full amount required to be deducted or withheld from any additional amount paid by X to Y under this Section 2(d)) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;
- (3) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and

(4) if such Tax is an Indemnifiable Tax, pay to Y, in addition to the payment to which Y is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Y (free and clear of Indemnifiable Taxes, whether assessed against X or Y) will equal the full amount Y would have received had no such deduction or withholding been required. However, X will not be required to pay any additional amount to Y to the extent that it would not be required to be paid but for:—

(A) the failure by Y to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d); or

(B) the failure of a representation made by Y pursuant to Section 3(f) to be accurate and true unless such failure would not have occurred but for (I) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (II) a Change in Tax Law.

(ii) **Liability.** If:—

(1) X is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding in respect of which X would not be required to pay an additional amount to Y under Section 2(d)(i)(4);

(2) X does not so deduct or withhold; and

(3) a liability resulting from such Tax is assessed directly against X,

then, except to the extent Y has satisfied or then satisfies the liability resulting from such Tax, Y will promptly pay to X the amount of such liability (including any related liability for interest, but including any related liability for penalties only if Y has failed to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d)).

3. Representations

Each party makes the representations contained in Sections 3(a), 3(b), 3(c), 3(d), 3(e) and 3(f) and, if specified in the Schedule as applying, 3(g) 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 and, in the case of the representations in Section 3(f), at all times until the termination of this Agreement). If any "Additional Representation" is specified in the Schedule or any Confirmation as applying, the party or parties specified for such Additional Representation will make and, if applicable, be deemed to repeat such Additional Representation at the time or times specified for such Additional Representation.

(a) **Basic Representations.**

(i) **Status.** It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;

(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;

(iii) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of 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 contractual restriction binding on or affecting it or any of its assets;

(iv) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(v) **Obligations Binding.** Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) **Absence of Litigation.** There is not pending or, to its knowledge, threatened against it, any of its Credit Support Providers or any of its applicable Specified Entities any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) **Accuracy of Specified Information.** All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

(e) **Payer Tax Representation.** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(e) is accurate and true.

(f) **Payee Tax Representations.** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(f) is accurate and true.

(g) **No Agency.** It is entering into this Agreement, including each Transaction, as principal and not as agent of any person or entity.

4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

(a) **Furnish Specified Information.** It will deliver to the other party or, in certain cases under clause (iii) below, to such government or taxing authority as the other party reasonably directs:—

(i) any forms, documents or certificates relating to taxation specified in the Schedule or any Confirmation;

(ii) any other documents specified in the Schedule or any Confirmation; and

(iii) upon reasonable demand by such other party, any form or document that may be required or reasonably requested in writing in order to allow such other party or its Credit Support Provider to make a payment under this Agreement or any applicable Credit Support Document without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any reasonably required certification,

in each case by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) **Maintain Authorisations.** It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) **Comply With Laws.** It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

(d) **Tax Agreement.** It will give notice of any failure of a representation made by it under Section 3(f) to be accurate and true promptly upon learning of such failure.

(e) **Payment of Stamp Tax.** Subject to Section 11, it will pay any Stamp Tax levied or imposed upon it or in respect of its execution or performance of this Agreement by a jurisdiction in which it is incorporated, organised, managed and controlled or considered to have its seat, or where an Office through which it is acting for the purpose of this Agreement is located ("Stamp Tax Jurisdiction"), and will indemnify the other party against any Stamp Tax levied or imposed upon the other party or in respect of the other party's execution or performance of this Agreement by any such Stamp Tax Jurisdiction which is not also a Stamp Tax Jurisdiction with respect to the other party.

5. Events of Default and Termination Events

(a) **Events of Default.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes (subject to Sections 5(c) and 6(e)(iv)) an event of default (an "Event of Default") with respect to such party:—

(i) **Failure to Pay or Deliver.** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) required to be made by it if such failure is not remedied on or before the first Local Business Day in the case of any such payment or the first Local Delivery Day in the case of any such delivery after, in each case, notice of such failure is given to the party;

(ii) **Breach of Agreement; Repudiation of Agreement.**

(1) Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) or to give notice of a Termination Event or any agreement or obligation under Section 4(a)(i), 4(a)(iii) or 4(d)) to be complied with or performed by the party in accordance with this Agreement if such failure is not remedied within 30 days after notice of such failure is given to the party; or

(2) the party disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, this Master Agreement, any Confirmation executed and delivered by that party or any

Transaction evidenced by such a Confirmation (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iii) **Credit Support Default.**

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document, or any security interest granted by such party or such Credit Support Provider to the other party pursuant to any such Credit Support Document, to be in full force and effect for the purpose of this Agreement (in each case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iv) **Misrepresentation.** A representation (other than a representation under Section 3(e) or 3(f)) made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) **Default Under Specified Transaction.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) defaults (other than by failing to make a delivery) under a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction;

(2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment due on the last payment or exchange date of, or any payment on early termination of, a Specified Transaction (or, if there is no applicable notice requirement or grace period, such default continues for at least one Local Business Day);

(3) defaults in making any delivery due under (including any delivery due on the last delivery or exchange date of) a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, all transactions outstanding under the documentation applicable to that Specified Transaction; or

(4) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, a Specified Transaction or any credit support arrangement relating to a Specified Transaction that is, in either case, confirmed or evidenced by a document or other confirming evidence executed and delivered by that party, Credit Support Provider or Specified Entity (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) **Cross-Default.** If “Cross-Default” is specified in the Schedule as applying to the party, the occurrence or existence of:—

(1) a default, event of default or other similar condition or event (however described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) where the aggregate principal amount of such agreements or instruments, either alone or together with the amount, if any, referred to in clause (2) below, is not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments before it would otherwise have been due and payable; or

(2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments under such agreements or instruments on the due date for payment (after giving effect to any applicable notice requirement or grace period) in an aggregate amount, either alone or together with the amount, if any, referred to in clause (1) above, of not less than the applicable Threshold Amount;

(vii) **Bankruptcy.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

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(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganises, reincorporates or reconstitutes into or as, another entity and, at the time of such consolidation, amalgamation, merger, transfer, reorganisation, reincorporation or reconstitution:—

(1) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) **Termination Events.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes (subject to Section 5(c)) an Illegality if the event is specified in clause (i) below, a Force Majeure Event if the event is specified in clause (ii) below, a Tax Event if the event is specified in clause (iii) below, a Tax Event Upon Merger if the event is specified in clause (iv) below, and, if specified to be applicable, a Credit Event Upon Merger if the event is specified pursuant to clause (v) below or an Additional Termination Event if the event is specified pursuant to clause (vi) below:—

(i) **Illegality.** After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, due to an event or circumstance (other than any action taken by a party or, if applicable, any Credit Support Provider of such party) occurring after a Transaction is entered into, it becomes unlawful under any applicable law (including without limitation the laws of any country in which payment, delivery or compliance is required by either party or any Credit Support Provider, as the case may be), on any day, or it would be unlawful if the relevant payment, delivery or compliance were required on that day (in each case, other than as a result of a breach by the party of Section 4(b)):—

(1) for the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction to perform any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or

(2) for such party or any Credit Support Provider of such party (which will be the Affected Party) to perform any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, to receive a payment or delivery under such Credit Support Document or to comply with any other material provision of such Credit Support Document;

(ii) **Force Majeure Event.** After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, by reason of force majeure or act of state occurring after a Transaction is entered into, on any day:—

(1) the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction is prevented from performing any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, from receiving a payment or delivery in respect of such Transaction or from complying with any other material provision of this Agreement relating to such Transaction (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or

impracticable for such Office so to perform, receive or comply (or it would be impossible or impracticable for such Office so to perform, receive or comply if such payment, delivery or compliance were required on that day); or

(2) such party or any Credit Support Provider of such party (which will be the Affected Party) is prevented from performing any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, from receiving a payment or delivery under such Credit Support Document or from complying with any other material provision of such Credit Support Document (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply (or it would be impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply if such payment, delivery or compliance were required on that day),

so long as the force majeure or act of state is beyond the control of such Office, such party or such Credit Support Provider, as appropriate, and such Office, party or Credit Support Provider could not, after using all reasonable efforts (which will not require such party or Credit Support Provider to incur a loss, other than immaterial, incidental expenses), overcome such prevention, impossibility or impracticability;

(iii) **Tax Event.** Due to (1) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (2) a Change in Tax Law, the party (which will be the Affected Party) will, or there is a substantial likelihood that it will, on the next succeeding Scheduled Settlement Date (A) be required to pay to the other party an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (B) 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));

(iv) **Tax Event Upon Merger.** The party (the "Burdened Party") on the next succeeding Scheduled Settlement Date will either (1) be required to pay an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (2) receive a payment from which an amount has been deducted or withheld for or on account of any Tax in respect of which the other party is not required to pay an additional amount (other than by reason of Section 2(d)(i)(4)(A) or (B)), in either case as a result of a party consolidating or amalgamating with, or merging with or into, or transferring all or substantially all its assets (or any substantial part of the assets comprising the business conducted by it as of the date of this Master Agreement) to, or reorganising, reincorporating or reconstituting into or as, another entity (which will be the Affected Party) where such action does not constitute a Merger Without Assumption;

(v) **Credit Event Upon Merger.** If "Credit Event Upon Merger" is specified in the Schedule as applying to the party, a Designated Event (as defined below) occurs with respect to such party, any Credit Support Provider of such party or any applicable Specified Entity of such party (in each case, "X") and such Designated Event does not constitute a Merger Without Assumption, and the creditworthiness of X or, if applicable, the successor, surviving or transferee entity of X, after taking into account any applicable Credit Support Document, is materially weaker immediately after the occurrence of such Designated Event than that of X immediately prior to the occurrence of such Designated Event (and, in any such event, such party or its successor, surviving or transferee entity, as appropriate, will be the Affected Party). A "Designated Event" with respect to X means that:—

(1) X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets (or any substantial part of the assets comprising the business conducted by X as of the

date of this Master Agreement) to, or reorganises, reincorporates or reconstitutes into or as, another entity;

(2) any person, related group of persons or entity acquires directly or indirectly the beneficial ownership of (A) equity securities having the power to elect a majority of the board of directors (or its equivalent) of X or (B) any other ownership interest enabling it to exercise control of X; or

(3) X effects any substantial change in its capital structure by means of the issuance, incurrence or guarantee of debt or the issuance of (A) preferred stock or other securities convertible into or exchangeable for debt or preferred stock or (B) in the case of entities other than corporations, any other form of ownership interest; or

(vi) **Additional Termination Event.** If any "Additional Termination Event" is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties will be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) **Hierarchy of Events.**

(i) An event or circumstance that constitutes or gives rise to an Illegality or a Force Majeure Event will not, for so long as that is the case, also constitute or give rise to an Event of Default under Section 5(a)(i), 5(a)(ii)(1) or 5(a)(iii)(1) insofar as such event or circumstance relates to the failure to make any payment or delivery or a failure to comply with any other material provision of this Agreement or a Credit Support Document, as the case may be.

(ii) Except in circumstances contemplated by clause (i) above, if an event or circumstance which would otherwise constitute or give rise to an Illegality or a Force Majeure Event also constitutes an Event of Default or any other Termination Event, it will be treated as an Event of Default or such other Termination Event, as the case may be, and will not constitute or give rise to an Illegality or a Force Majeure Event.

(iii) If an event or circumstance which would otherwise constitute or give rise to a Force Majeure Event also constitutes an Illegality, it will be treated as an Illegality, except as described in clause (ii) above, and not a Force Majeure Event.

(d) **Deferral of Payments and Deliveries During Waiting Period.** If an Illegality or a Force Majeure Event has occurred and is continuing with respect to a Transaction, each payment or delivery which would otherwise be required to be made under that Transaction will be deferred to, and will not be due until:—

(i) the first Local Business Day or, in the case of a delivery, the first Local Delivery Day (or the first day that would have been a Local Business Day or Local Delivery Day, as appropriate, but for the occurrence of the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event) following the end of any applicable Waiting Period in respect of that Illegality or Force Majeure Event, as the case may be; or

(ii) if earlier, the date on which the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event ceases to exist or, if such date is not a Local Business Day or, in the case of a delivery, a Local Delivery Day, the first following day that is a Local Business Day or Local Delivery Day, as appropriate.

(e) **Inability of Head or Home Office to Perform Obligations of Branch.** If (i) an Illegality or a Force Majeure Event occurs under Section 5(b)(i)(1) or 5(b)(ii)(1) and the relevant Office is not the Affected Party's head or home office, (ii) Section 10(a) applies, (iii) the other party seeks performance of the relevant obligation or

compliance with the relevant provision by the Affected Party's head or home office and (iv) the Affected Party's head or home office fails so to perform or comply due to the occurrence of an event or circumstance which would, if that head or home office were the Office through which the Affected Party makes and receives payments and deliveries with respect to the relevant Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and such failure would otherwise constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) with respect to such party, then, for so long as the relevant event or circumstance continues to exist with respect to both the Office referred to in Section 5(b)(i)(1) or 5(b)(ii)(1), as the case may be, and the Affected Party's head or home office, such failure will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1).

6. Early Termination; Close-Out Netting

(a) **Right to Terminate Following Event of Default.** If at any time an Event of Default with respect to a party (the "Defaulting Party") has occurred and is then continuing, the other party (the "Non-defaulting Party") may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, "Automatic Early Termination" is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) **Right to Terminate Following Termination Event.**

(i) **Notice.** If a Termination Event other than a Force Majeure Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction, and will also give the other party such other information about that Termination Event as the other party may reasonably require. If a Force Majeure Event occurs, each party will, promptly upon becoming aware of it, use all reasonable efforts to notify the other party, specifying the nature of that Force Majeure Event, and will also give the other party such other information about that Force Majeure Event as the other party may reasonably require.

(ii) **Transfer to Avoid Termination Event.** If a Tax Event occurs and there is only one Affected Party, or if a Tax Event Upon Merger occurs and the Burdened Party is the Affected Party, the Affected Party will, as a condition to its right to designate an Early Termination Date under Section 6(b)(iv), use all reasonable efforts (which will not require such party to incur a loss, other than immaterial, incidental expenses) to transfer within 20 days after it gives notice under Section 6(b)(i) all its rights and obligations under this Agreement in respect of the Affected Transactions to another of its Offices or Affiliates so that such Termination Event ceases to exist.

If the Affected Party is not able to make such a transfer it will give notice to the other party to that effect within such 20 day period, whereupon the other party may effect such a transfer within 30 days after the notice is given under Section 6(b)(i).

Any such transfer by a party under this Section 6(b)(ii) will be subject to and conditional upon the prior written consent of the other party, which consent will not be withheld if such other party's policies in effect at such time would permit it to enter into transactions with the transferee on the terms proposed.

(iii) **Two Affected Parties.** If a Tax Event occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice of such occurrence is given under Section 6(b)(i) to avoid that Termination Event.

(iv) **Right to Terminate.**

(1) If:—

(A) a transfer under Section 6(b)(ii) or an agreement under Section 6(b)(iii), as the case may be, has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(B) a Credit Event Upon Merger or an Additional Termination Event occurs, or a Tax Event Upon Merger occurs and the Burdened Party is not the Affected Party,

the Burdened Party in the case of a Tax Event Upon Merger, any Affected Party in the case of a Tax Event or an Additional Termination Event if there are two Affected Parties, or the Non-affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, if the relevant Termination Event is then continuing, by not more than 20 days notice to the other party, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(2) If at any time an Illegality or a Force Majeure Event has occurred and is then continuing and any applicable Waiting Period has expired:—

(A) Subject to clause (B) below, either party may, by not more than 20 days notice to the other party, designate (I) a day not earlier than the day on which such notice becomes effective as an Early Termination Date in respect of all Affected Transactions or (II) by specifying in that notice the Affected Transactions in respect of which it is designating the relevant day as an Early Termination Date, a day not earlier than two Local Business Days following the day on which such notice becomes effective as an Early Termination Date in respect of less than all Affected Transactions. Upon receipt of a notice designating an Early Termination Date in respect of less than all Affected Transactions, the other party may, by notice to the designating party, if such notice is effective on or before the day so designated, designate that same day as an Early Termination Date in respect of any or all other Affected Transactions.

(B) An Affected Party (if the Illegality or Force Majeure Event relates to performance by such party or any Credit Support Provider of such party of an obligation to make any payment or delivery under, or to compliance with any other material provision of, the relevant Credit Support Document) will only have the right to designate an Early Termination Date under Section 6(b)(iv)(2)(A) as a result of an Illegality under Section 5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2) following the prior designation by the other party of an Early Termination Date, pursuant to Section 6(b)(iv)(2)(A), in respect of less than all Affected Transactions.

(c) **Effect of Designation.**

(i) If notice designating an Early Termination Date is given under Section 6(a) or 6(b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 9(h)(i) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date will be determined pursuant to Sections 6(e) and 9(h)(ii).

(d) **Calculations; Payment Date.**

(i) **Statement.** On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (I) showing, in reasonable detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations), (2) specifying (except where there are two Affected Parties) any Early Termination Amount payable and (3) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation or market data obtained in determining a Close-out Amount, the records of the party obtaining such quotation or market data will be conclusive evidence of the existence and accuracy of such quotation or market data.

(ii) **Payment Date.** An Early Termination Amount due in respect of any Early Termination Date will, together with any amount of interest payable pursuant to Section 9(h)(ii)(2), be payable (1) on the day on which notice of the amount payable is effective in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default and (2) on the day which is two Local Business Days after the day on which notice of the amount payable is effective (or, if there are two Affected Parties, after the day on which the statement provided pursuant to clause (i) above by the second party to provide such a statement is effective) in the case of an Early Termination Date which is designated as a result of a Termination Event.

(e) **Payments on Early Termination.** If an Early Termination Date occurs, the amount, if any, payable in respect of that Early Termination Date (the "Early Termination Amount") will be determined pursuant to this Section 6(e) and will be subject to Section 6(f).

(i) **Events of Default.** If the Early Termination Date results from an Event of Default, the Early Termination Amount will be an amount equal to (1) the sum of (A) the Termination Currency Equivalent of the Close-out Amount or Close-out Amounts (whether positive or negative) determined by the Non-defaulting Party for each Terminated Transaction or group of Terminated Transactions, as the case may be, and (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less (2) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party. If the Early Termination Amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of the Early Termination Amount to the Defaulting Party.

(ii) **Termination Events.** If the Early Termination Date results from a Termination Event:—

(1) **One Affected Party.** Subject to clause (3) below, if there is one Affected Party, the Early Termination Amount will be determined in accordance with Section 6(e)(i), except that references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and to the Non-affected Party, respectively.

(2) **Two Affected Parties.** Subject to clause (3) below, if there are two Affected Parties, each party will determine an amount equal to the Termination Currency Equivalent of the sum of the Close-out Amount or Close-out Amounts (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions, as the case may be, and the Early Termination Amount will be an amount equal to (A) the sum of (I) one-half of the difference between the higher amount so determined (by party "X") and the lower amount so determined (by party "Y") and (II) the Termination Currency Equivalent of the Unpaid Amounts owing to X less (B) the Termination Currency Equivalent of the Unpaid Amounts owing to Y. If the Early Termination Amount is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of the Early Termination Amount to Y.

(3) *Mid-Market Events.* If that Termination Event is an Illegality or a Force Majeure Event, then the Early Termination Amount will be determined in accordance with clause (1) or (2) above, as appropriate, except that, for the purpose of determining a Close-out Amount or Close-out Amounts, the Determining Party will:—

(A) if obtaining quotations from one or more third parties (or from any of the Determining Party's Affiliates), ask each third party or Affiliate (I) not to take account of the current creditworthiness of the Determining Party or any existing Credit Support Document and (II) to provide mid-market quotations; and

(B) in any other case, use mid-market values without regard to the creditworthiness of the Determining Party.

(iii) *Adjustment for Bankruptcy.* In circumstances where an Early Termination Date occurs because Automatic Early Termination applies in respect of a party, the Early Termination Amount will be subject to such adjustments as are appropriate and permitted by applicable law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) *Adjustment for Illegality or Force Majeure Event.* The failure by a party or any Credit Support Provider of such party to pay, when due, any Early Termination Amount will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) if such failure is due to the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event. Such amount will (1) accrue interest and otherwise be treated as an Unpaid Amount owing to the other party if subsequently an Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions and (2) otherwise accrue interest in accordance with Section 9(h)(ii)(2).

(v) *Pre-Estimate.* The parties agree that an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks, and, except as otherwise provided in this Agreement, neither party will be entitled to recover any additional damages as a consequence of the termination of the Terminated Transactions.

(f) *Set-Off.* Any Early Termination Amount payable to one party (the "Payee") by the other party (the "Payer"), in circumstances where there is a Defaulting Party or where there is one Affected Party in the case where either a Credit Event Upon Merger has occurred or any other Termination Event in respect of which all outstanding Transactions are Affected Transactions has occurred, will, at the option of the Non-defaulting Party or the Non-affected Party, as the case may be ("X") (and without prior notice to the Defaulting Party or the Affected Party, as the case may be), be reduced by its set-off against any other amounts ("Other Amounts") payable by the Payee to the Payer (whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation). To the extent that any Other Amounts are so set off, those Other Amounts will be discharged promptly and in all respects. X will give notice to the other party of any set-off effected under this Section 6(f).

For this purpose, either the Early Termination Amount or the Other Amounts (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, in good faith and using commercially reasonable procedures, to purchase the relevant amount of such currency.

If an obligation is unascertained, X 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.

Nothing in this Section 6(f) will be effective to create a charge or other security interest. This Section 6(f) will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise).

7. Transfer

Subject to Section 6(b)(ii) and to the extent permitted by applicable law, neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

- (a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and
- (b) a party may make such a transfer of all or any part of its interest in any Early Termination Amount payable to it by a Defaulting Party, together with any amounts payable on or with respect to that interest and any other rights associated with that interest pursuant to Sections 8, 9(h) and 11.

Any purported transfer that is not in compliance with this Section 7 will be void.

8. Contractual Currency

(a) **Payment in the Contractual Currency.** Each payment under this Agreement will be made in the relevant currency specified in this Agreement for that payment (the “Contractual Currency”). To the extent permitted by applicable law, any obligation to make payments under this Agreement in the Contractual Currency will not be discharged or satisfied by any tender in any currency other than the Contractual Currency, except to the extent such tender results in the actual receipt by the party to which payment is owed, acting in good faith and using commercially reasonable procedures in converting the currency so tendered into the Contractual Currency, of the full amount in the Contractual Currency of all amounts payable in respect of this Agreement. If for any reason the amount in the Contractual Currency so received falls short of the amount in the Contractual Currency payable in respect of this Agreement, the party required to make the payment will, to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall. If for any reason the amount in the Contractual Currency so received exceeds the amount in the Contractual Currency payable in respect of this Agreement, the party receiving the payment will refund promptly the amount of such excess.

(b) **Judgments.** To the extent permitted by applicable law, if any judgment or order expressed in a currency other than the Contractual Currency is rendered (i) for the payment of any amount owing in respect of this Agreement, (ii) for the payment of any amount relating to any early termination in respect of this Agreement or (iii) in respect of a judgment or order of another court for the payment of any amount described in clause (i) or (ii) above, the party seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the other party the amount of any shortfall of the Contractual Currency received by such party as a consequence of sums paid in such other currency and will refund promptly to the other party any excess of the Contractual Currency received by such party as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the Contractual Currency is converted into the currency of the judgment or order for the purpose of such judgment or order and the rate of exchange at which such party is able, acting in good faith and using

commercially reasonable procedures in converting the currency received into the Contractual Currency, to purchase the Contractual Currency with the amount of the currency of the judgment or order actually received by such party.

(c) **Separate Indemnities.** To the extent permitted by applicable law, the indemnities in this Section 8 constitute separate and independent obligations from the other obligations in this Agreement, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the party to which any payment is owed and will not be affected by judgment being obtained or claim or proof being made for any other sums payable in respect of this Agreement.

(d) **Evidence of Loss.** For the purpose of this Section 8, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

9. Miscellaneous

(a) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party for fraud.

(b) **Amendments.** An amendment, modification or waiver in respect of this Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.

(c) **Survival of Obligations.** Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.

(d) **Remedies Cumulative.** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

(e) **Counterparts and Confirmations.**

(i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission and by electronic messaging system), each of which will be deemed an original.

(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation will be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes, by an exchange of electronic messages on an electronic messaging system or by an exchange of e-mails, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex, electronic message or e-mail constitutes a Confirmation.

(f) **No Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(g) **Headings.** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

(h) **Interest and Compensation.**

(i) **Prior to Early Termination.** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction:—

(1) **Interest on Defaulted Payments.** If a party defaults in the performance of any payment obligation, it will, to the extent permitted by applicable law and subject to Section 6(c), pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (3)(B) or (C) below), at the Default Rate.

(2) **Compensation for Defaulted Deliveries.** If a party defaults in the performance of any obligation required to be settled by delivery, it will on demand (A) compensate the other party to the extent provided for in the relevant Confirmation or elsewhere in this Agreement and (B) unless otherwise provided in the relevant Confirmation or elsewhere in this Agreement, to the extent permitted by applicable law and subject to Section 6(c), pay to the other party interest (before as well as after judgment) on an amount equal to the fair market value of that which was required to be delivered in the same currency as that amount, for the period from (and including) the originally scheduled date for delivery to (but excluding) the date of actual delivery (and excluding any period in respect of which interest or compensation in respect of that amount is due pursuant to clause (4) below), at the Default Rate. The fair market value of any obligation referred to above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party that was entitled to take delivery.

(3) **Interest on Deferred Payments.** If:—

(A) a party does not pay any amount that, but for Section 2(a)(iii), would have been payable, it will, to the extent permitted by applicable law and subject to Section 6(c) and clauses (B) and (C) below, pay interest (before as well as after judgment) on that amount to the other party on demand (after such amount becomes payable) in the same currency as that amount, for the period from (and including) the date the amount would, but for Section 2(a)(iii), have been payable to (but excluding) the date the amount actually becomes payable, at the Applicable Deferral Rate;

(B) a payment is deferred pursuant to Section 5(d), the party which would otherwise have been required to make that payment will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the amount of the deferred payment to the other party on demand (after such amount becomes payable) in the same currency as the deferred payment, for the period from (and including) the date the amount would, but for Section 5(d), have been payable to (but excluding) the earlier of the date the payment is no longer deferred pursuant to Section 5(d) and the date during the deferral period upon which an Event of Default or Potential Event of Default with respect to that party occurs, at the Applicable Deferral Rate; or

(C) a party fails to make any payment due to the occurrence of an Illegality or a Force Majeure Event (after giving effect to any deferral period contemplated by clause (B) above), it will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as the event or circumstance giving rise to that Illegality or Force Majeure Event

continues and no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the date the party fails to make the payment due to the occurrence of the relevant Illegality or Force Majeure Event (or, if later, the date the payment is no longer deferred pursuant to Section 5(d)) to (but excluding) the earlier of the date the event or circumstance giving rise to that Illegality or Force Majeure Event ceases to exist and the date during the period upon which an Event of Default or Potential Event of Default with respect to that party occurs (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (B) above), at the Applicable Deferral Rate.

(4) *Compensation for Deferred Deliveries.* If:—

(A) a party does not perform any obligation that, but for Section 2(a)(iii), would have been required to be settled by delivery;

(B) a delivery is deferred pursuant to Section 5(d); or

(C) a party fails to make a delivery due to the occurrence of an Illegality or a Force Majeure Event at a time when any applicable Waiting Period has expired,

the party required (or that would otherwise have been required) to make the delivery will, to the extent permitted by applicable law and subject to Section 6(c), compensate and pay interest to the other party on demand (after, in the case of clauses (A) and (B) above, such delivery is required) if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

(ii) *Early Termination.* Upon the occurrence or effective designation of an Early Termination Date in respect of a Transaction:—

(1) *Unpaid Amounts.* For the purpose of determining an Unpaid Amount in respect of the relevant Transaction, and to the extent permitted by applicable law, interest will accrue on the amount of any payment obligation or the amount equal to the fair market value of any obligation required to be settled by delivery included in such determination in the same currency as that amount, for the period from (and including) the date the relevant obligation was (or would have been but for Section 2(a)(iii) or 5(d)) required to have been performed to (but excluding) the relevant Early Termination Date, at the Applicable Close-out Rate.

(2) *Interest on Early Termination Amounts.* If an Early Termination Amount is due in respect of such Early Termination Date, that amount will, to the extent permitted by applicable law, be paid together with interest (before as well as after judgment) on that amount in the Termination Currency, for the period from (and including) such Early Termination Date to (but excluding) the date the amount is paid, at the Applicable Close-out Rate.

(iii) *Interest Calculation.* Any interest pursuant to this Section 9(h) will be calculated on the basis of daily compounding and the actual number of days elapsed.

10. Offices; Multibranch Parties

(a) If Section 10(a) is specified in the Schedule as applying, each party that enters into a Transaction through an Office other than its head or home office represents to and agrees with the other party that, notwithstanding the place of booking or its jurisdiction of incorporation or organisation, its obligations are the same in terms of recourse against it as if it had entered into the Transaction through its head or home office, except that a party will not have recourse to the head or home office of the other party in respect of any payment or delivery deferred pursuant to Section 5(d) for so long as the payment or delivery is so deferred. This representation and agreement will be deemed to be repeated by each party on each date on which the parties enter into a Transaction.

(b) If a party is specified as a Multibranch Party in the Schedule, such party may, subject to clause (c) below, enter into a Transaction through, book a Transaction in and make and receive payments and deliveries with respect to a Transaction through any Office listed in respect of that party in the Schedule (but not any other Office unless otherwise agreed by the parties in writing).

(c) The Office through which a party enters into a Transaction will be the Office specified for that party in the relevant Confirmation or as otherwise agreed by the parties in writing, and, if an Office for that party is not specified in the Confirmation or otherwise agreed by the parties in writing, its head or home office. Unless the parties otherwise agree in writing, the Office through which a party enters into a Transaction will also be the Office in which it books the Transaction and the Office through which it makes and receives payments and deliveries with respect to the Transaction. Subject to Section 6(b)(ii), neither party may change the Office in which it books the Transaction or the Office through which it makes and receives payments or deliveries with respect to a Transaction without the prior written consent of the other party.

11. Expenses

A Defaulting Party will on demand indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, execution fees and Stamp Tax, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

12. Notices

(a) **Effectiveness.** Any notice or other communication in respect of this Agreement may be given in any manner described below (except that a notice or other communication under Section 5 or 6 may not be given by electronic messaging system or e-mail) to the address or number or in accordance with the electronic messaging system or e-mail details provided (see the Schedule) and will be deemed effective as indicated:—

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by telex, on the date the recipient's answerback is received;
- (iii) if sent by facsimile transmission, on the date it is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
- (iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted;
- (v) if sent by electronic messaging system, on the date it is received; or

- (vi) if sent by e-mail, on the date it is delivered,

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

- (b) **Change of Details.** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system or e-mail details at which notices or other communications are to be given to it.

13. Governing Law and Jurisdiction

- (a) **Governing Law.** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

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

- (i) submits:—

(1) if this Agreement is expressed to be governed by English law, to (A) the non-exclusive jurisdiction of the English courts if the Proceedings do not involve a Convention Court and (B) the exclusive jurisdiction of the English courts if the Proceedings do involve a Convention Court; or

(2) if this Agreement is expressed to be governed by the laws of the State of New York, to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City;

- (ii) 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; and

- (iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

- (c) **Service of Process.** Each party irrevocably appoints the Process Agent, if any, specified opposite its name in the Schedule to receive, for it and on its behalf, service of process in any Proceedings. If for any reason any party's Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notices in Section 12(a)(i), 12(a)(iii) or 12(a)(iv). Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by applicable law.

- (d) **Waiver of Immunities.** Each party irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

14. Definitions

As used in this Agreement:—

“Additional Representation” has the meaning specified in Section 3.

“Additional Termination Event” has the meaning specified in Section 5(b).

“Affected Party” has the meaning specified in Section 5(b).

“Affected Transactions” means (a) with respect to any Termination Event consisting of an Illegality, Force Majeure Event, Tax Event or Tax Event Upon Merger, all Transactions affected by the occurrence of such Termination Event (which, in the case of an Illegality under Section 5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2), means all Transactions unless the relevant Credit Support Document references only certain Transactions, in which case those Transactions and, if the relevant Credit Support Document constitutes a Confirmation for a Transaction, that Transaction) and (b) with respect to any other Termination Event, all Transactions.

“Affiliate” means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“Agreement” has the meaning specified in Section 1(c).

“Applicable Close-out Rate” means:—

- (a) in respect of the determination of an Unpaid Amount:—
 - (i) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;
 - (ii) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate;
 - (iii) in respect of obligations deferred pursuant to Section 5(d), if there is no Defaulting Party and for so long as the deferral period continues, the Applicable Deferral Rate; and
 - (iv) in all other cases following the occurrence of a Termination Event (except where interest accrues pursuant to clause (iii) above), the Applicable Deferral Rate; and
- (b) in respect of an Early Termination Amount:—
 - (i) for the period from (and including) the relevant Early Termination Date to (but excluding) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable:—
 - (1) if the Early Termination Amount is payable by a Defaulting Party, the Default Rate;
 - (2) if the Early Termination Amount is payable by a Non-defaulting Party, the Non-default Rate; and
 - (3) in all other cases, the Applicable Deferral Rate; and

(ii) for the period from (and including) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable to (but excluding) the date of actual payment:—

(1) if a party fails to pay the Early Termination Amount due to the occurrence of an event or circumstance which would, if it occurred with respect to a payment or delivery under a Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and for so long as the Early Termination Amount remains unpaid due to the continuing existence of such event or circumstance, the Applicable Deferral Rate;

(2) if the Early Termination Amount is payable by a Defaulting Party (but excluding any period in respect of which clause (1) above applies), the Default Rate;

(3) if the Early Termination Amount is payable by a Non-defaulting Party (but excluding any period in respect of which clause (1) above applies), the Non-default Rate; and

(4) in all other cases, the Termination Rate.

“Applicable Deferral Rate” means:—

(a) for the purpose of Section 9(h)(i)(3)(A), the rate certified by the relevant payer to be a rate offered to the payer by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market;

(b) for purposes of Section 9(h)(i)(3)(B) and clause (a)(iii) of the definition of Applicable Close-out Rate, the rate certified by the relevant payer to be a rate offered to prime banks by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer after consultation with the other party, if practicable, for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market; and

(c) for purposes of Section 9(h)(i)(3)(C) and clauses (a)(iv), (b)(i)(3) and (b)(ii)(1) of the definition of Applicable Close-out Rate, a rate equal to the arithmetic mean of the rate determined pursuant to clause (a) above and a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount.

“Automatic Early Termination” has the meaning specified in Section 6(a).

“Burdened Party” has the meaning specified in Section 5(b)(iv).

“Change in Tax Law” means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law) that occurs after the parties enter into the relevant Transaction.

“Close-out Amount” means, with respect to each Terminated Transaction or each group of Terminated Transactions and a Determining Party, the amount of the losses or costs of the Determining Party that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of the Determining Party that are or would be realised under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for the Determining Party the economic equivalent of, (a) the material terms of that Terminated Transaction or group of Terminated Transactions, including the payments and deliveries by the parties under Section 2(a)(i) in respect of that Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent in

Section 2(a)(iii) and (b) the option rights of the parties in respect of that Terminated Transaction or group of Terminated Transactions.

Any Close-out Amount will be determined by the Determining Party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The Determining Party may determine a Close-out Amount for any group of Terminated Transactions or any individual Terminated Transaction but, in the aggregate, for not less than all Terminated Transactions. Each Close-out Amount will be determined as of the Early Termination Date or, if that would not be commercially reasonable, as of the date or dates following the Early Termination Date as would be commercially reasonable.

Unpaid Amounts in respect of a Terminated Transaction or group of Terminated Transactions and legal fees and out-of-pocket expenses referred to in Section 11 are to be excluded in all determinations of Close-out Amounts.

In determining a Close-out Amount, the Determining Party may consider any relevant information, including, without limitation, one or more of the following types of information:—

- (i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation;
- (ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or
- (iii) information of the types described in clause (i) or (ii) above from internal sources (including any of the Determining Party's Affiliates) if that information is of the same type used by the Determining Party in the regular course of its business for the valuation of similar transactions.

The Determining Party will consider, taking into account the standards and procedures described in this definition, quotations pursuant to clause (i) above or relevant market data pursuant to clause (ii) above unless the Determining Party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in clause (i), (ii) or (iii) above, the Determining Party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilised. Third parties supplying quotations pursuant to clause (i) above or market data pursuant to clause (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

Without duplication of amounts calculated based on information described in clause (i), (ii) or (iii) above, or other relevant information, and when it is commercially reasonable to do so, the Determining Party may in addition consider in calculating a Close-out Amount any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to a Terminated Transaction or group of Terminated Transactions (or any gain resulting from any of them).

Commercially reasonable procedures used in determining a Close-out Amount may include the following:—

- (1) application to relevant market data from third parties pursuant to clause (ii) above or information from internal sources pursuant to clause (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by the Determining Party in the regular course of its business in pricing or valuing transactions between the Determining Party and unrelated third parties that are similar to the Terminated Transaction or group of Terminated Transactions; and

(2) application of different valuation methods to Terminated Transactions or groups of Terminated Transactions depending on the type, complexity, size or number of the Terminated Transactions or group of Terminated Transactions.

"Confirmation" has the meaning specified in the preamble.

"consent" includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

"Contractual Currency" has the meaning specified in Section 8(a).

"Convention Court" means any court which is bound to apply to the Proceedings either Article 17 of the 1968 Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters or Article 17 of the 1988 Lugano Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters.

"Credit Event Upon Merger" has the meaning specified in Section 5(b).

"Credit Support Document" means any agreement or instrument that is specified as such in this Agreement.

"Credit Support Provider" has the meaning specified in the Schedule.

"Cross-Default" means the event specified in Section 5(a)(vi).

"Default Rate" means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

"Defaulting Party" has the meaning specified in Section 6(a).

"Designated Event" has the meaning specified in Section 5(b)(v).

"Determining Party" means the party determining a Close-out Amount.

"Early Termination Amount" has the meaning specified in Section 6(e).

"Early Termination Date" means the date determined in accordance with Section 6(a) or 6(b)(iv).

"electronic messages" does not include e-mails but does include documents expressed in markup languages, and **"electronic messaging system"** will be construed accordingly.

"English law" means the law of England and Wales, and **"English"** will be construed accordingly.

"Event of Default" has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

"Force Majeure Event" has the meaning specified in Section 5(b).

"General Business Day" means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits).

"Illegality" has the meaning specified in Section 5(b).

“Indemnifiable Tax” means any Tax other than a Tax that would not be imposed in respect of a payment under this Agreement but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organised, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment under, or enforced, this Agreement or a Credit Support Document).

“law” includes any treaty, law, rule or regulation (as modified, in the case of tax matters, by the practice of any relevant governmental revenue authority), and *“unlawful”* will be construed accordingly.

“Local Business Day” means (a) in relation to any obligation under Section 2(a)(i), a General Business Day in the place or places specified in the relevant Confirmation and a day on which a relevant settlement system is open or operating as specified in the relevant Confirmation or, if a place or a settlement system is not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) for the purpose of determining when a Waiting Period expires, a General Business Day in the place where the event or circumstance that constitutes or gives rise to the Illegality or Force Majeure Event, as the case may be, occurs, (c) in relation to any other payment, a General Business Day in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment and, if that currency does not have a single recognised principal financial centre, a day on which the settlement system necessary to accomplish such payment is open, (d) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), a General Business Day (or a day that would have been a General Business Day but for the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event) in the place specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (e) in relation to Section 5(a)(v)(2), a General Business Day in the relevant locations for performance with respect to such Specified Transaction.

“Local Delivery Day” means, for purposes of Sections 5(a)(i) and 5(d), a day on which settlement systems necessary to accomplish the relevant delivery are generally open for business so that the delivery is capable of being accomplished in accordance with customary market practice, in the place specified in the relevant Confirmation or, if not so specified, in a location as determined in accordance with customary market practice for the relevant delivery.

“Master Agreement” has the meaning specified in the preamble.

“Merger Without Assumption” means the event specified in Section 5(a)(viii).

“Multiple Transaction Payment Netting” has the meaning specified in Section 2(c).

“Non-affected Party” means, so long as there is only one Affected Party, the other party.

“Non-default Rate” means the rate certified by the Non-defaulting Party to be a rate offered to the Non-defaulting Party by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the Non-defaulting Party for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market.

“Non-defaulting Party” has the meaning specified in Section 6(a).

“Office” means a branch or office of a party, which may be such party’s head or home office.

“Other Amounts” has the meaning specified in Section 6(f).

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“Payee” has the meaning specified in Section 6(f).

“Payer” has the meaning specified in Section 6(f).

“Potential Event of Default” means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

“Proceedings” has the meaning specified in Section 13(b).

“Process Agent” has the meaning specified in the Schedule.

“rate of exchange” includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Contractual Currency.

“Relevant Jurisdiction” means, with respect to a party, the jurisdictions (a) in which the party is incorporated, organised, managed and controlled or considered to have its seat, (b) where an Office through which the party is acting for purposes of this Agreement is located, (c) in which the party executes this Agreement and (d) in relation to any payment, from or through which such payment is made.

“Schedule” has the meaning specified in the preamble.

“Scheduled Settlement Date” means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

“Specified Entity” has the meaning specified in the Schedule.

“Specified Indebtedness” means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

“Specified Transaction” means, subject to the Schedule, (a) any transaction (including an agreement with respect to any such transaction) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is not a Transaction under this Agreement but (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

“Stamp Tax” means any stamp, registration, documentation or similar tax.

“Stamp Tax Jurisdiction” has the meaning specified in Section 4(e).

"Tax" means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under this Agreement other than a stamp, registration, documentation or similar tax.

"Tax Event" has the meaning specified in Section 5(b).

"Tax Event Upon Merger" has the meaning specified in Section 5(b).

"Terminated Transactions" means, with respect to any Early Termination Date, (a) if resulting from an Illegality or a Force Majeure Event, all Affected Transactions specified in the notice given pursuant to Section 6(b)(iv), (b) if resulting from any other Termination Event, all Affected Transactions and (c) if resulting from an Event of Default, all Transactions in effect either immediately before the effectiveness of the notice designating that Early Termination Date or, if Automatic Early Termination applies, immediately before that Early Termination Date.

"Termination Currency" means (a) if a Termination Currency is specified in the Schedule and that currency is freely available, that currency, and (b) otherwise, euro if this Agreement is expressed to be governed by English law or United States Dollars if this Agreement is expressed to be governed by the laws of the State of New York.

"Termination Currency Equivalent" means, in respect of any amount denominated in the Termination Currency, such Termination Currency amount and, in respect of any amount denominated in a currency other than the Termination Currency (the "Other Currency"), the amount in the Termination Currency determined by the party making the relevant determination as being required to purchase such amount of such Other Currency as at the relevant Early Termination Date, or, if the relevant Close-out Amount is determined as of a later date, that later date, with the Termination Currency at the rate equal to the spot exchange rate of the foreign exchange agent (selected as provided below) for the purchase of such Other Currency with the Termination Currency at or about 11:00 a.m. (in the city in which such foreign exchange agent is located) on such date as would be customary for the determination of such a rate for the purchase of such Other Currency for value on the relevant Early Termination Date or that later date. The foreign exchange agent will, if only one party is obliged to make a determination under Section 6(e), be selected in good faith by that party and otherwise will be agreed by the parties.

"Termination Event" means an Illegality, a Force Majeure Event, a Tax Event, a Tax Event Upon Merger or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

"Termination Rate" means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

"Threshold Amount" means the amount, if any, specified as such in the Schedule.

"Transaction" has the meaning specified in the preamble.

"Unpaid Amounts" owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii) or due but for Section 5(d)) to such party under Section 2(a)(i) or 2(d)(i)(4) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date, (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii) or 5(d)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered and (c) if the Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions, any Early Termination Amount due prior to such Early Termination Date and which remains unpaid as of such Early Termination Date, in each case together with any amount of interest accrued or other

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compensation in respect of that obligation or deferred obligation, as the case may be, pursuant to Section 9(h)(ii)(1) or (2), as appropriate. The fair market value of any obligation referred to in clause (b) above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it will be the average of the Termination Currency Equivalents of the fair market values so determined by both parties.

“Waiting Period” means:—

(a) in respect of an event or circumstance under Section 5(b)(i), other than in the case of Section 5(b)(i)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of three Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance; and

(b) in respect of an event or circumstance under Section 5(b)(ii), other than in the case of Section 5(b)(ii)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of eight Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

UBS AG

.....
(Name of Party)

.....
(Name of Party)

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

SCHEDULE
to the
2002 Master Agreement
dated as of _____
between

UBS AG
("Party A")
a bank organised under the laws of
Switzerland

and

[]
("Party B")
a corporation/partnership/national banking
association/etc. organised under the laws of []

Part 1
Termination Provisions

(a) **"Specified Entity"** means:

(i) in relation to Party A for the purpose of:

Section 5(a)(v) of this Agreement, [],
Section 5(a)(vi) of this Agreement, [],
Section 5(a)(vii) of this Agreement, [],
Section 5(b)(v) of this Agreement, []; and

(ii) in relation to Party B for the purpose of:

Section 5(a)(v) of this Agreement, [],
Section 5(a)(vi) of this Agreement, [],
Section 5(a)(vii) of this Agreement, [],
Section 5(b)(v) of this Agreement, [].

(b) **"Specified Transaction"** will have the meaning specified in Section 14 of this Agreement with the addition of the following after "weather index transaction" on the eleventh line: "precious metal transaction, letters of credit reimbursement obligation, indebtedness for borrowed money (whether or not evidenced by a note or similar instrument) and any amounts payable under any prime brokerage or centrally cleared derivative agreements".

(c) The **"Cross Default"** provisions of Section 5(a)(vi) of this Agreement, as modified below, will apply to Party A and to Party B. Section 5(a)(vi) of this Agreement is hereby amended by the addition of the following at the end thereof:

"provided, however, that notwithstanding the foregoing, an Event of Default shall not occur under either (1) or (2) above if, as demonstrated to the reasonable satisfaction of the other party, (a) the event or condition referred to in (1) or the failure to pay referred to in (2) is a failure to pay caused by an error or omission of an administrative or operational nature; and (b) funds were available to such party to enable it to make the relevant payment when due; and (c) such relevant payment is made within three General Business Days following receipt of written notice from an interested party of such failure to pay."

"Specified Indebtedness" means any obligation (whether present or future, contingent or otherwise as principal or surety or otherwise) for the payment or repayment of any money.

For the purposes of calculating the amount of Specified Indebtedness under Section 5(a)(vi), amounts in relation to agreements or instruments that in good faith are generally considered derivative instruments shall be calculated using their mark-to-market value (and not using any notional amount) and if governed by a master agreement by using the amount that becomes, or would become, payable under such agreement as a result of the liquidation or termination of such agreement.

"Threshold Amount" means:

- (i) in relation to Party A, or any Credit Support Provider or Specified Entity of Party A: an amount equal to []% of shareholders equity (howsoever described) of UBS AG as shown on the most recent annual audited financial statements of UBS AG; and
 - (ii) in relation to Party B, or any Credit Support Provider or Specified Entity of Party B: an amount equal to []% of Net Asset Value (as defined in Part 5 below) of Party B, or the relevant Credit Support Provider or Specified Entity of Party B.
- (d) The **Credit Event Upon Merger** provisions of Section 5(b)(v) of this Agreement will not apply to both Party A and Party B.
 - (e) The **Automatic Early Termination** provision of Section 6(a) of this Agreement will apply to Party A and will/will not apply to Party B.
 - (f) **"Termination Currency"** means one of the currencies in which payments are required to be made pursuant to a Confirmation in respect of a Terminated Transaction selected by the Non-defaulting Party or the non-Affected Party, as the case may be, or, in the circumstances where there are two Affected Parties, as agreed between the parties or, failing such agreement as aforesaid, or if the currency so selected is not freely available, the Termination Currency shall be USD.
 - (g) **Additional Termination Event** will apply. The following shall constitute Additional Termination Events. Upon the occurrence of any one of the events or circumstances specified below, Party B shall be the Affected Party and all Transactions shall be Affected Transactions:

[]

Part 2
Tax Representations

- (a) **Payer Tax Representations.** For the purpose of Section 3(e) of this Agreement, Party A and Party B each makes 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, **PROVIDED** that it shall not be a breach of this representation where reliance is placed on sub-clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) 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 make no representations.

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**Part 3
Agreement to Deliver Documents**

For the purposes of Sections 3(d), 4(a)(i) and (ii) of this Agreement, each party agrees to supply the following documents:

- (a) Tax forms, documents or certificates to be delivered are:
None
- (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 and Party B	Evidence of the authority and true signatures of each official or representative signing this Agreement or, as the case may be, a Confirmation, on its behalf.	On or before execution of this Agreement and each Confirmation forming a part of this Agreement.	Yes
Party B	Copy of the resolution of Party B's Board of Directors (or equivalent authorising documentation) authorising the execution and delivery of this Agreement and each Confirmation and performance of its obligations hereunder.	On or before execution of this Agreement.	Yes
Party B	Copies of Memorandum and Articles of Association of Party B, and Certificate of Incorporation (or equivalent constitutive documents).	On or before execution of this Agreement.	Yes
Party B	Annual audited financial statements.	As soon as practicable but in any event within [] days of the end of each financial year	Yes
Party B	Semi-annual unaudited financial statements.	As soon as practicable but in any event within [] days of the end of each financial mid-year	Yes
Party B	Letter of Process Agent of Party B confirming acceptance of appointment.	On or before execution of this Agreement.	Yes
Party B	Net Asset Value and Net Asset Value per Share to be provided by an independent third party	Within [] days of the last Local Business Day in each calendar month	Yes

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Party B	Any other information which Party A may reasonably request from Party B from time to time	Upon request of Party A	Yes
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Part 4
Miscellaneous

- (a) Notices or communications to Party A shall, with respect to a particular Transaction, be sent to the address or facsimile number specified in the Confirmation for the relevant Transaction, and any notice for the purposes of Sections 5 or 6 of this Agreement shall be sent to the address, specified below:

Address: UBS AG, Hong Kong Branch,
52/F, Two International Finance Centre, Central, Hong Kong
Attention: Legal Department
Telephone: +852 3712 2282

with a copy to:

Address: UBS AG, London Branch
5 Broadgate, London EC2M 2QS
Attention: Legal Department
Copy to email: ol-notices-admin@ubs.com
Telephone: +44 20 7567 8000

Address for notices or communications to Party B shall be sent to the address, telex number or facsimile number specified below:

Address:
Attention:
Telephone:
Facsimile:
Electronic Messaging Details:

- (b) **Process Agent.** For the purpose of Section 13(c) of this Agreement: In respect of Party A: Not applicable. In respect of Party B, Party B appoints as its Process Agent:
- (c) **Offices.** The provisions of Section 10(a) of this Agreement will apply to Party A and Party B.
- (d) **Multibranch Party.** For the purpose of Section 10(b) of this Agreement:
- Party A is a Multibranch Party and may act through its branches in any of the following territories or countries:
- Australia, England and Wales, Hong Kong, Singapore, and Switzerland.
- Party B is not a Multibranch Party.
- (e) **Calculation Agent.** The Calculation Agent is Party A, unless otherwise specified in a Confirmation in relation to the relevant Transaction.
- (f) **Credit Support Document.** Details of any Credit Support Document in relation to Party A and Party B: not applicable.
- (g) **Credit Support Provider.** Credit Support Provider means in relation to Party A and Party B: not applicable.
- (h) **Governing Law.** This Agreement and any non-contractual obligations arising out of or in connection with it or with the subject matter of this contract shall be governed by, and construed in accordance with, English law.

(i) **Netting of Payments.** Multiple Transaction Payment Netting will not apply for the purpose of Section 2(c) of this Agreement, except that Multiple Transaction Payment Netting will apply for the purpose of Section 2(c) of this Agreement for the following groups of Transactions, which shall be treated separately: (1) FX Transactions (including FX Transactions resulting from the exercise of Currency Option Transactions); (2) premium payable under Currency Option Transactions (each of (1) and (2) as defined in the 1998 ISDA FX and Currency Option Definitions); and (3) Commodity Transactions (as defined in the 2005 ISDA Commodity Definitions) starting from the date of this Agreement.

(j) **Affiliate** will have the meaning specified in Section 14 of this Agreement.

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

"Specified Entity" means in relation to Party A, [].

"Specified Entity" means in relation to Party B, [].

(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, the following will constitute an Additional Representation:

Relationship Between Parties. Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(i) **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 advisers 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 will 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.

(ii) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

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

References in this clause to a "party" shall, in the case of UBS AG and where the context so allows, include reference to any Affiliate of UBS AG.

(n) **Recording of Conversations.** Each party (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties 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.

Part 5
Other Provisions

- (a) **Scope of Agreement.** Upon the effectiveness of this Agreement and unless the parties to this Agreement otherwise agree in writing, by specific reference to this Agreement, that this provision does not apply, all Derivative Transactions (as defined below) then outstanding, or which may be entered into thereafter, between the parties, including Transactions entered into by the parties through Offices, if any, listed in Part 4(d), are deemed to be Transactions governed by this Agreement and any confirmation or other confirming evidence of the Transaction is deemed to be a Confirmation.
- "Derivative Transaction"** means any transaction (including an agreement with respect thereto) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, weather index transaction, bullion/precious metal transaction, base metal transaction, or forward purchase or sale of a security, commodity or other financial instrument or interest, or any other similar transaction (including any option with respect to any of these transactions) and any combination of these transactions.
- (b) **ISDA Definitions.** (i) The provisions of the 1998 FX and Currency Option Definitions (as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and the Foreign Exchange Committee) (the "1998 FX Definitions") are hereby incorporated in their entirety and shall apply to any FX Transaction or Currency Option Transaction as defined in Section 1.12 and Section 1.5, respectively, of Article 1 of the 1998 FX Definitions (each an "FX Transaction" or "Currency Option Transaction", respectively) entered into by the parties hereto (unless, in relation to a particular FX Transaction or Currency Option Transaction, as otherwise specified in the relevant Confirmation) ; and
- (ii) The provisions of the 2005 ISDA Commodity Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Commodity Definitions") are hereby incorporated in their entirety and shall apply to any Transaction as defined in Section 1.1 of Article 1 of the Commodity Definitions (each a "Commodity Transaction") entered into by the parties hereto (unless, in relation to a particular Commodity Transaction, as otherwise specified in the relevant Confirmation) .
- (c) **Bankruptcy.** Section 5(a)(vii) of this Agreement is amended by replacing "15" with "30" on lines sixteen and twenty-three.
- (d) **Set-Off.** Section 6(f) is amended by the addition of:
- "(or any other amounts whether or not arising under this Agreement, matured , contingent and irrespective of the currency, place of payment of booking of the obligation)" on the first line immediately after "Amount",
- and
- "or its Affiliates if it is the Non-defaulting Party or Non-affected Party" immediately after both instances of "party" on the first line.
- (e) **Waiver Of Jury Trial.** Each party hereby irrevocably waives any and all right to trial by jury in any suit, action or proceeding arising out of or relating to this agreement or any transaction and acknowledges that this waiver is a material inducement to the other party's entering into this agreement.
- (f) **2002 Master Agreement Protocol.** The parties agree that the definitions and provisions contained in Annexes 1 to 18 and Section 6 of the 2002 Master Agreement Protocol published by the International Swaps and Derivatives Association, Inc., on 15th July 2003 are incorporated into and will supplement and form part of this Agreement. References in those definitions and provisions to any "ISDA 2002 Master Agreement" or "2002 Master" will be deemed to be references to this Agreement.
- (g) **Further Representation of Party B.** In addition to its representations under Section 3, Party B represents

to Party A (which representations will be deemed to be repeated by Party B on each date on which any Transaction subsists) that:

- (i) It has appointed the Investment Manager to act as its agent for all purposes under this Agreement (including, without limitation, for the purpose of entering into Transactions on its behalf) (each such Transaction an "Agency Transaction");
- (ii) Any person (including, without limitation, the Investment Manager and any person representing or purporting to represent the Investment Manager signing the Agreement, any Confirmation and any such person entering into any Transaction, is duly authorised to do so on behalf of Party B;
- (iii) Each Transaction entered into in connection with this Agreement by the Investment Manager is suitable and appropriate and in accordance with the investment objectives and guidelines for Party B on the date such Transaction is entered into; and
- (iv) The execution, delivery and performance by the Investment Manager on behalf of Party B does not conflict with any law or regulation applicable to the Investment Manager, any provision of the constituent documents of the Investment Manager, any order or judgment of any court or other agency of government applicable to the Investment Manager, or any of the assets of the Investment Manager, or any contractual restriction binding on or affecting the Investment Manager, or any assets of the Investment Manager.

(h) **Further Agreements of Party B.** In addition to its agreements under Section 4, Party B agrees with Party A that, so long as either party has or may have any obligations under this Agreement:

- (i) Any amounts payable by Party A under this Agreement shall be deemed satisfied when paid by Party A to the Investment Manager.
- (ii) Party B shall be bound as principal of any Agency Transaction entered into by the Investment Manager or any other person representing or purporting to represent the Investment Manager notwithstanding any lack of power or authority on the part of the Investment Manager or such other person.

(i) **Reliance on Notices.** Except as otherwise stated herein, each party may rely upon any oral or written notices and instructions reasonably believed to be originated from the other party or its duly authorised agent (including, for Party B, the Investment Adviser) and does not incur any liability to the other party in acting in accordance with those notices and instructions.

(j) **Termination Notice.** Section 6(b)(i) of this Agreement is modified by the addition of the words "and in any event within one Local Business Day," after the words "promptly upon becoming aware of it," in the first and second lines thereof.

(k) **Definitions.** Section 14 is hereby amended to include the following definition in its appropriate alphabetical position:

"Level of Gearing" means the result of dividing the aggregate absolute mark-to-market value of all trading positions that Party B has outstanding at any time (whether long or short and regardless of whether they are pair trades) by the Net Asset Value. For the purposes of this computation, amount denominated in a currency other than United States Dollars shall be converted to United States Dollars at the spot rate prevailing on the date of such calculation.

"Net Asset Value" means the result in USD of subtracting the total value of all liabilities (including but not limited to the aggregate mark-to-market value of all trading positions constituting liabilities) from the total value of all assets (including but not limited to cash, deposit accounts and instruments, securities, and the aggregate mark-to-market value of all trading positions constituting assets). For purposes of this computation, amounts denominated in a currency other than USD shall be converted to USD at the spot rate for such currency prevailing on the date of such calculation.

"Net Asset Value per Share" means, with respect to Party B, the Net Asset Value of Party B on any particular date divided by the number of shares of Party B in issue on such date.

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- (l) **Indian transactions.** If parties are entering into a Transaction which is or otherwise involves an offshore derivative instrument ("ODI") (as such term is defined for the purposes of the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, and notifications, circulars, rules and guidelines of the Securities and Exchange Board of India issued from time to time) (collectively referred to as the "FPI Regulations"), the representations and undertakings made by [Party B] in favour of UBS AG in a letter titled "Notice Regarding Derivative Products Linked to Indian Securities or Indices" (which may be amended/replaced from time to time) (the "ODI Letter") shall apply to the Transaction and references to ODI in the Letter shall be construed to include the Transaction. If a representation or undertaking in the ODI Letter proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated; or if Party B fails to comply with or perform any agreement or obligation undertaken by it in the ODI Letter, it shall be an Additional Termination Event with all Transactions which are or otherwise involve an ODI (as defined in the ODI Letter) being the sole Affected Transactions, and with Party B being the sole Affected Party.
- (m) **Taiwanese transactions.** For any Transaction referencing Taiwanese underliers where the Exchange (as defined in the 2002 ISDA Equity Derivatives Definitions) is in the Republic of China, Party B makes the representations suitable to its entity type as set out in the ISDA Representations for Taiwan Market Access Products as published by ISDA from time to time
- (n) **Chinese transactions.** For any Transaction referencing Chinese underliers where the Exchange (as defined in the 2002 ISDA Equity Derivatives Definitions) is in the Peoples' Republic of China, Party B makes the representations set out in the ISDA Representations for China Market Access Products as published by ISDA from time to time
- (o) **Consent to Disclosure.** Party B consents to Party A effecting such disclosure as Party A may deem appropriate to enable Party A to transfer, disclose or otherwise process Party B's records and information, to process and execute Party B's instructions, or in pursuance of Party A's or Party B's commercial interest, to any of its head office, branches, Affiliates, professional advisers, agents or third party service providers ("intended recipient"). For the avoidance of doubt, Party B's consent to disclosure includes the right on the part of Party A to allow access to any intended recipient of Party B information, to the records and information of Party A by any means.
- (p) **Foreign Account Tax Compliance Act and HIRE Act.**
- (i) **FATCA PROTOCOL PROVISION.** "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. If the parties each independently decide to adhere to any ISDA Protocol on FATCA Withholding Tax, upon effective adherence by both parties, the provisions of such Protocol shall supersede the foregoing provision.
- (ii) **Section 871(m).** The parties agree that the amendments set out in the Attachment to the ISDA 2015 Section 871(m) Protocol published by ISDA on November 2, 2015, which is available on the ISDA website (www.isda.org) (the "Protocol"), will apply to this Agreement. The parties further agree that this Agreement will be deemed to be a Covered Master Agreement and that the Implementation Date will be the effective date of this Agreement as amended by the parties for the purposes of such amendments, regardless of the definitions of such terms in the Protocol.
- (q) **ISDA Resolution Stay Jurisdictional Modular Protocol – Swiss Jurisdictional Module.**

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SUBJECT TO FURTHER APPROVAL BY UBS**

The terms of the Swiss Jurisdictional Module and the ISDA Resolution Stay Jurisdictional Modular Protocol (each published by the International Swaps and Derivatives Association, Inc. and together, the "**Swiss Stay Provisions**") are incorporated into and form part of this Agreement. For purposes thereof, this Agreement shall be deemed a Covered Agreement and the terms of the Swiss Stay Provisions shall apply to this Agreement as if Party A is a Regulated Entity Counterparty and Party B is a Module Adhering Party with the Implementation Date deemed to be the date of this Agreement. In the event of any inconsistencies between this Agreement and the Swiss Stay Provisions, the Swiss Stay Provisions will prevail.

ISDA Benchmarks Supplement. Except where a Confirmation expressly states otherwise, the [ISDA Benchmarks Supplement](#) published on September 19, 2018 will apply to all Transactions under this Agreement. Any references in that Supplement to "any ISDA Master Agreement" shall be deemed to be a reference to this Agreement.

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IN WITNESS WHEREOF the parties have executed this Schedule on the respective dates specified below with effect from the date specified on the first page of this document.

UBS AG

[]

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

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CONFIDENTIAL

28 May 2025

The Board of Directors
Sybos Holdings Pte Limited
360 Orchard Road #10-02
International Building
Singapore 238869

Dear Directors

UNDERWRITTEN SALE OF SECURITIES IN EBOS GROUP LIMITED

INTRODUCTION

- A. This letter agreement sets out the terms and conditions upon which Sybos Holdings Pte Limited (the "**Seller**") engages UBS New Zealand Limited (the "**Underwriter**") to underwrite, sell and manage the disposal of 26,740,177 fully paid ordinary shares in EBOS Group Limited (the "**Company**") (the "**Sale Shares**" and the "**Sale**").
- B. The Underwriter (itself and/or through any of its Affiliates) agrees to underwrite, sell and manage the disposal of the Sale Shares in accordance with the terms of this Agreement.

AGREEMENT

1. UNDERWRITTEN SALE OF SALE SHARES

1.1 Underwrite:

- (a) The Seller agrees to sell the Sale Shares in accordance with this Agreement and the timetable set out in Schedule 1 (the "**Timetable**"). The Timetable may only be amended by the Seller with the agreement of the Underwriter, provided that (as contemplated by Schedule 1) the Underwriter may determine in its discretion an earlier Bookbuild closing date and time.
- (b) The Underwriter agrees to manage the sale of the Sale Shares by using its best endeavours to procure purchasers for the Sale Shares at a price of NZ\$35.50 per Sale Share (being the "**Sale Price**") by conducting a bookbuild process (the "**Bookbuild**") in accordance with the Timetable.
- (c) The Underwriter agrees to underwrite and guarantee the sale of any Sale Shares not taken up as part of the Bookbuild under clause 1.1(b) as at the Bookbuild Closing Time (as set out in the Timetable) (the "**Shortfall Shares**") by purchasing each of the Shortfall Shares from the Seller at the Sale Price.
- (d) The Seller's prior written approval is required in respect of any Bloomberg and any other marketing material for the Bookbuild, such approval not to be unreasonably withheld or delayed.

1.2 **Manner of Sale:** The Underwriter will conduct the Sale by way of an offer only:

- (a) in accordance with all applicable laws in any jurisdiction including the Financial Markets Conduct Act 2013 (the "**FMCA**"), the Takeovers Regulations 2000 (the "**Takeovers Code**"), the Overseas Investment Act 2005 (the "**OIA**"), the Corporations Act 2001 (Cth) (the "**Corporations Act**") and the Foreign Acquisitions and Takeovers Act 1975 (Cth) (the "**FATA**"), provided that the Underwriter will not be in breach of this sub-paragraph (a) to the extent any breach is caused by an act or omission by the Seller, or its Affiliates, officers, employees or representatives which constitutes a breach by the Seller of its representations and warranties in clause 6.1 and undertaking in clause 5.1;
- (b) to persons, and by way of transactions, in New Zealand;
- (c) to persons, and by way of transactions, in Australia, that do not need a prospectus or other disclosure document (including disclosure under Part 6D.2 or Part 7.9 of the Corporations Act);
- (d) if in the United States, to:
 - (i) persons that the Underwriter reasonably believes are "Qualified Institutional Buyers" as defined in Rule 144A under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") ("**QIBs**") in transactions exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 144A under the U.S. Securities Act ("**Rule 144A**"); or
 - (ii) dealers or other professional fiduciaries organised or incorporated in the United States that are acting for a discretionary or similar account (other than an estate or trust) held for the benefit or account of persons that are not "U.S. persons" (as defined in Rule 902(k) under the U.S. Securities Act) (being "**U.S. Persons**") for which they have, and are exercising, investment discretion, within the meaning of Rule 902(k)(2)(i) of Regulation S (an "**Eligible U.S. Fund Manager**"), in reliance on, and in compliance with, Regulation S under the U.S. Securities Act ("**Regulation S**"); and
- (e) if outside Australia, New Zealand and the United States, to persons, and by way of transactions, to whom offers for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which Seller, in its sole and absolute discretion, is willing to comply).

1.3 **Allocation of Sale Shares:** The Underwriter will, in consultation with the Seller, determine the allocation of the Sale Shares to persons who have bid for the Sale shares by no later than the Trade Date (as set out in the Timetable in Schedule 1).

1.4 **Investor representations:** The Underwriter must require any investor that purchases the Sale Shares to confirm, including through deemed representations and warranties, among other things:

- (a) its status as an investor meeting the requirements of clause 1.2; and

- (b) that they are able to make the relevant purchase in compliance with all relevant laws and regulations (including the insider trading provisions of the FMCA and the Corporations Act, the Takeovers Code, the OIA and the FATA).

1.5 **Effecting of Sale and settlement:** The Sale (other than in respect of the Restricted Shares as defined in clause 2.1) shall be effected on the Trade Date by way of one more crossings or special crossings at the Sale Price, with settlement to follow on a T+2 basis in accordance with the New Zealand Clearing Limited's Clearing and Settlement Rules and, in respect of the settlement of Sale Shares on ASX, the ASX Settlement Rules and ASX Operating Rules (the "**Settlement Date**"). Subject to this clause 1 and clause 9:

- (a) by 9.00am on the Business Day before the Settlement Date (i.e. on a T+1 basis). the Seller shall ensure that all of the Sale Shares are made available to, or placed in an account nominated by, the Underwriter to facilitate settlement on a delivery versus payment basis (and strictly on the basis that such Sale Shares are held by the Underwriter for the benefit of the Seller pending Settlement); and

- (b) on the Settlement Date, the Underwriter shall make payment to the Seller of an amount equal to

(i) the Sale Price multiplied by the number of Sale Shares but excluding the number of Restricted Shares (if any); **less**

(ii) any fees payable under clause 4,

by transfer to the Seller's account for value (in cleared funds in New Zealand dollars) against delivery of all Sale Shares (other than any Restricted Shares). For clarity, the Underwriter will effect payment to the Seller in respect of the Restricted Shares on the Settlement Date at the time and in the manner contemplated by clause 2.

1.6 **US Opinion:** The Seller will procure that its US counsel provides the Underwriter with an opinion by 9.00am on the Settlement Date and dated as of that date and expressed to be for the Underwriter's benefit, in a form and substance satisfactory to the Underwriter, to the effect that no registration of the Sale Shares is required under the U.S. Securities Act, for the initial offer, sale and delivery of the Sale Shares, and the initial resale of the Sale Shares by the Underwriter on the Settlement Date, in each case in the manner contemplated by this Agreement.

1.7 **Interest:**

- (a) If, for any reason other than the non-performance or breach by the Seller of its obligations, undertakings or warranties in this Agreement, the Underwriter has not paid, or procured the payment of, any amount payable under this Agreement, then interest will accrue at the rate of 8% per annum on any such unpaid amount, calculated on a daily basis from and including the due date for payment until the unpaid amount is paid in full.

- (b) The right of the Seller to require payment of interest under this clause does not limit any other right or remedy of the Seller.

2. RESTRICTED SHARES

2.1 **Restricted Shares:** Notwithstanding anything else in this Agreement, where the number of Shortfall Shares exceeds the maximum number of the Sale Shares that the Underwriter can acquire without the Underwriter or any of its related bodies corporate or Affiliates:

- (a) being required to obtain consent under the OIA (having regard to any exemptions available to the Underwriter that would mean that there is no need to seek consent under the OIA); or
- (b) being required under the FATA to notify the Australian Federal Treasurer (through the Australian Foreign Investment Review Board ("**FIRB**")) or to obtain a no objection notification,

(such excess Shortfall Shares being the "**Restricted Shares**"), then:

- (c) the Underwriter agrees to purchase the Restricted Shares on the terms of this clause 2, together with any rights, entitlements or other privileges associated with such securities;
- (d) completion of the sale and purchase of the Restricted Shares will be conditional upon the Underwriter obtaining all consents, no objection notifications, or exemptions required under the OIA or the FATA (as applicable) on terms and conditions acceptable to the Seller and Underwriter, acting reasonably (the "**OIA and FIRB Condition**"); and
- (e) on the Settlement Date, the Underwriter will pay to Seller, or as Seller directs, an amount equal to the Sale Price multiplied by the number of Restricted Shares less any fees and expenses payable under clause 4 (to the extent not already recovered) by transfer to the account(s) nominated by the Seller (in cleared funds) (such payment being the "**Advance**"). For clarity, the Advance will be paid contemporaneously with the payment referred to in clause 1.5(b), and the Underwriter is required to pay the Advance even though the OIA and FIRB Condition may not be satisfied or waived on or before the Settlement Date.

2.2 **Waiver:** The OIA and FIRB Condition has been inserted for the benefit of each of the Underwriter and the Seller and it may only be waived (in whole or in part) by agreement between the parties where permitted by law.

2.3 **Settlement of Restricted Shares:** Where:

- (a) the OIA and FIRB Condition is satisfied or waived (in whole or part) so that any of the Restricted Shares may be transferred without breach of the OIA, the FATA or FIRB policy; or
- (b) the Underwriter otherwise procures a purchaser for any of the Restricted Shares,

the Underwriter shall immediately inform the Seller and the Seller shall procure the transfer of the relevant Restricted Shares (and any rights (including in respect of distributions) accrued or declared on those Restricted Shares after the Settlement Date, but net of any taxes paid or payable by the Seller in respect of such distributions or other rights held by the Seller (and only if the Seller provides to the Underwriter a copy of all records relating to such taxes at the time of transfer)) to the Underwriter or its nominee(s) on a T+2 basis (and in satisfaction of the Advance (or a pro-rata portion of the Advance if not all of the Restricted

Shares are being transferred)), provided that any such nominee(s) are persons of the type described in clause 1.2 (with the date of each such transfer taking effect being the "**Restricted Shares Settlement Date**").

2.4 **Sale of Restricted Shares:** If the OIA and FIRB Condition has not been satisfied by the date which is 6 months after the Settlement Date or such later date as the parties agree (the "**End Date**"), then the obligations of the Underwriter in respect of any remaining Restricted Shares under clause 1.1(c) shall become immediately due and payable, and the Seller will be entitled to set off its obligations in respect of the remaining Advance, against the obligations of the Underwriter under clause 1.1(c) in respect of the underwrite of those Restricted Shares (and the parties agree that if it does so, this shall constitute good and effective discharge of each of the parties' obligations, to the extent of such set off) and must use all reasonable endeavours to sell the remaining Restricted Shares through the Underwriter as soon as reasonably practicable and will pay the net proceeds of such sale to the Underwriter.

2.5 **Voting rights:** While the Seller remains the registered holder of any Restricted Shares, it retains the right to vote those Restricted Shares.

3. MORATORIUM

3.1 The Seller represents, warrants and undertakes that it will not, unless otherwise waived or agreed to by the Underwriter in writing, for a period of 90 days from the date of this Agreement (the "**Escrow Period**"), Deal in all or any of the fully paid ordinary shares held by it in the Company ("**Remaining Shares**") after settlement of the Sale of the Sale Shares pursuant to this Agreement, excluding:

- (a) a repurchase (whether by buy-back, reduction of capital or other means) of Remaining Shares by the Company;
- (b) any acceptance by the Seller of a takeover offer for the Company in accordance with the Takeovers Code or transfer pursuant to a scheme of arrangement under Part 15 of the Companies Act 1993 (including entry into any pre-bid agreement permitted by the Takeovers Code in advance of a takeover offer);
- (c) a sale, transfer or disposal to a third party where it is a condition of the sale that the third party announce an intention to acquire, or propose a transaction to acquire, greater than 50% of the ordinary shares of the Company;
- (d) the sale of any Restricted Shares in accordance with the terms of this Agreement or
- (e) a sale, transfer or disposal to an Affiliate of the Seller (or person holding on behalf of an Affiliate or the Seller) that is subject to a representation, warranty or undertaking on substantially the same terms as this clause 3.1 in respect of the Remaining Shares sold, transferred or disposed. For the avoidance of doubt, any agreement by the Affiliate will be in respect of the Escrow Period.

3.2 Each party to this Agreement acknowledges that the representation, warranty and undertaking in clause 3.1 is not intended to and does not give the Underwriter any power to dispose of, or control the disposal of, the Remaining Shares or any power to control any rights (including any voting rights) attaching to any of the Remaining Shares, and to the extent that the Underwriter would be in breach of applicable laws to have such power, a

breach of the representation, warranty and undertaking in those circumstances will only give rise to a right to damages and the parties acknowledge that, in such circumstances, damages are an adequate remedy for a breach of the representation, warranty and undertaking.

3.3 Each party to this Agreement acknowledges that the representation, warranty and undertaking in clause 3.1 has been provided to only address the financial consequences of the Seller disposing of, or dealing with, any Remaining Shares held by it. Each party to this Agreement acknowledges that the Underwriter is not entitled to a remedy of specific performance for a breach of the representation, warranty and undertaking in clause 3.1.

3.4 For the purposes of this clause 3, "**Deal**" in respect of the "Remaining Shares" means:

- (a) sell, assign, transfer or otherwise dispose of;
- (b) agree to offer to sell, assign, transfer or otherwise dispose of;
- (c) enter into any option which, if exercised (whether such exercise is subject to conditions or otherwise), enables or requires the Seller to sell, assign, transfer or otherwise dispose of; or
- (d) decrease or agree to decrease an economic interest in,
the Remaining Shares.

4. FEES

4.1 **Fees:** In consideration of performing its obligations under this Agreement the Underwriter shall be entitled to such fees as the parties agree.

5. UNDERTAKINGS

5.1 The Seller undertakes to the Underwriter that it will not, prior to the Settlement Date, commit, be involved in or acquiesce in any activity that breaches:

- (a) the FMCA, the Corporations Act, the Takeovers Code or any other applicable laws;
- (b) the Listing Rules; and
- (c) any legally binding requirement of the Financial Markets Authority (the "**FMA**"), the NZX, the ASX or the Australian Securities and Investments Commission ("**ASIC**"),

in each case to the extent such breach impacts or could reasonably be expected to impact on the sale of the Sale Shares, this Agreement or the Company.

6. REPRESENTATIONS AND WARRANTIES

6.1 **Representations and warranties by Seller:** As at the date of this Agreement and on each day until and including the Settlement Date (or, where clause 2 applies, until the earlier of the Restricted Shares Settlement Date and three Business Days after the End Date), the Seller represents and warrants to the Underwriter that:

- (a) **(body corporate)** the Seller is a company limited by shares under the laws of the place of its incorporation;

- For personal use only
- (b) **(capacity)** the Seller has full legal capacity and power to enter into this Agreement and to carry out, or to procure the carrying out of, the transactions that this Agreement contemplates;
 - (c) **(authority)** the Seller has taken or procured, or will have taken or procured by the relevant time, all corporate action that is necessary or desirable to authorise its entry into this Agreement and its entry into, and the entry into by its relevant subsidiaries of the transactions that this Agreement contemplates;
 - (d) **(agreement effective)** this Agreement constitutes its legal, valid and binding obligations, enforceable against the Seller in accordance with its terms subject to any necessary stamping or registration;
 - (e) **(ownership, encumbrances)** the Seller will transfer the full legal and beneficial ownership of the Sale Shares free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company;
 - (f) **(information)** all information provided by the Seller to the Underwriter in relation to the Sale and the Sale Shares is true and correct in all material respects and not misleading or deceptive in any material respect whether by omission or otherwise;
 - (g) **(Sale Shares)** following the Sale, the Sale Shares will rank equally in all respects with all other outstanding ordinary shares of the Company, including their entitlement to dividends;
 - (h) **(power to sell)** the Seller has the corporate authority and power to sell the Sale Shares under this Agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Shares;
 - (i) **(NZX and ASX listing)** the Sale Shares are quoted on the official list of the NZX Main Board and ASX;
 - (j) **(control)** the Seller does not control the Company within the meaning of section 50AA of the Corporations Act or clause 48 of Schedule 1 of the FMCA and the Sale Shares may be offered for sale on the financial market operated by ASX without disclosure to investors under Part 6D.2 or Part 7.9 of the Corporations Act or in New Zealand otherwise than under a regulated offer under Part 3 of the FMCA or in reliance on the exclusion for offers of financial products set out in clause 19 of Schedule 1 of the FMCA;
 - (k) **(no insider trading offence)** the sale of the Sale Shares will not constitute a violation by Seller (or its Affiliates) of applicable insider trading laws;
 - (l) **(no stabilisation or manipulation)** neither the Seller nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Shares in violation of any applicable law;
 - (m) **(no general solicitation or general advertising)** none of the Seller, any of its Affiliates or any person acting on behalf of any of them (other than the Underwriter or its Affiliates or any person acting on behalf of any of them, as to whom the Seller makes no representation) has offered or sold, or will offer or sell, any of the Sale Shares in the United States using any form of "general solicitation" or "general

advertising" (within the meaning of Rule 502(c) under the U.S. Securities Act) or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act;

- (n) **(no directed selling efforts)** with respect to those Sale Shares offered and sold in reliance on Regulation S, none of the Seller, any of its Affiliates, or any person acting on behalf of any of them (other than the Underwriter or its Affiliates or any person acting on behalf of any of them, as to whom no representation or warranty is made), has, directly or indirectly, engaged or will engage in any "directed selling efforts" within the meaning of Rule 902(c) under the U.S. Securities Act;
- (o) **(foreign private issuer and no substantial U.S. market interest)** to the best of the Seller's knowledge, the Company is a 'foreign private issuer' as defined in Rule 405 under the U.S. Securities Act and there is no 'substantial U.S. market interest' (as defined in Rule 902(j) under the U.S. Securities Act) in the Sale Shares or any security of the same class or series as the Sale Shares;
- (p) **(no integrated offers)** none of the Seller, any of its Affiliates or any person acting on behalf of any of them (other than the Underwriter or its Affiliates or any person acting on behalf of any of them, as to whom no representation or warranty is made), has solicited any offer to buy, offered to sell or sold, and none of them will solicit any offer to buy, offer to sell or sell, in the United States any security which could be integrated with the sale of the Sale Shares in a manner that would require the offer and sale of the Sale Shares to be registered under the U.S. Securities Act;
- (q) **(no registration required)** subject to the accuracy of, and compliance with, the representations and warranties of the Underwriter in paragraphs (l), (n), (p) and (q), of clause 6.2, it is not necessary in connection with the offer, sale and delivery of the Sale Shares to register under the U.S. Securities Act the initial offer, sale and delivery of the Sale Shares, or the initial resale of any Sale Shares on the Settlement Date by the Underwriter pursuant to its obligations under this Agreement, in each case in the manner contemplated in this Agreement, it being understood that the Seller makes no representation or warranty about any subsequent resale of the Sale Shares under the U.S. Securities Act;
- (r) **(not an investment company)** to the best of the Seller's knowledge, the Company is not, and immediately after giving effect to the offering and sale of the Sale Shares will not be, required to register as an "investment company" under U.S. Investment Company Act of 1940;
- (s) **(144A eligibility)** to the best of the Seller's knowledge, the Sale Shares are eligible for resale pursuant to Rule 144A and are not of the same class as securities listed on a national securities exchange registered under Section 6 of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**") or quoted in a U.S. automated interdealer quotation system;
- (t) **(Rule 12g3-2(b) status)** to the best of the Seller's knowledge, the Company is exempt from reporting under Section 13 or 15(d) of the Exchange Act pursuant to Rule 12g3-2(b) thereunder;
- (u) **(OFAC)** neither the Seller nor, to the best of its knowledge after due enquiry, any director, officer, agent, employee or Affiliate or other person acting on behalf of the

Seller is currently subject to any sanctions administered or enforced by the Office of Foreign Assets Control of the US Department of the Treasury, the United Nations Security Council, His Majesty's Treasury, the European Union or any of its Member States, or other relevant sanctions authority ("**Sanctions**"), or located, organised or resident in a country or territory that is the subject of Sanctions; and the Seller will not directly or indirectly use the proceeds of the Sale, or lend, contribute or otherwise make available these proceeds to any subsidiary, joint venture partner or other person or entity, to fund or facilitate any activities of any person or entity or in any country or territory that is subject to any Sanctions, or in any other manner that will result in a violation of Sanctions by any person participating in the Sale (whether as an underwriter, placing agent, investor, adviser or otherwise);

- (v) (**anti-money laundering**) the operations of the Seller are and have been conducted at all times in compliance with all financial record keeping and reporting requirements imposed by law or regulation and in compliance with the money laundering and proceeds of crime statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency (collectively, the "**Money Laundering Laws**") to the extent that they apply to the Seller and no action, suit or proceeding by or before any court or government agency, authority or body or any arbitrator involving the Seller or any of its Affiliates with respect to the Money Laundering Laws is pending or threatened; and
- (w) (**no bribery**) neither the Seller or, to the best of its knowledge after due enquiry, any director, officer, employee, Affiliate or other person acting on behalf of the Seller has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, or (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, in each case, in violation of any applicable law, including, but not limited to the United States Foreign Corrupt Practices Act of 1977 if it is applicable.

For the purposes of the representations and warranties of the Seller above, the term "Affiliate" does not include the Company or any Affiliate of the Company that the Company controls.

6.2

Representations and warranties of the Underwriter: As at the date of this Agreement and on each day until and including the Settlement Date (or, where clause 2 applies, until the earlier of the Restricted Shares Settlement Date and three Business Days after the End Date), the Underwriter represents and warrants to the Seller that:

- (a) (**body corporate**) the Underwriter is a company limited by shares under the laws of the place of its incorporation;
- (b) (**capacity**) the Underwriter has full legal capacity and power to enter into this Agreement and to carry out the transactions that this Agreement contemplates;
- (c) (**authority**) the Underwriter has taken all corporate action that is necessary or desirable to authorise its entry into this Agreement and it carrying out the transactions that this Agreement contemplates;

- For personal use only
- (d) **(agreement effective)** this Agreement constitutes its legal, valid and binding obligation, enforceable against the Underwriter in accordance with its terms;
 - (e) **(soundings)** the Underwriter has not communicated the possible Sale to any potential investor or Bookbuild participant, without the prior written consent of the Seller, prior to entry into this Agreement;
 - (f) **(status)** the Underwriter is a not a person to whom disclosure needs to be made under the FMCA or any other applicable laws (including the Corporation Act);
 - (g) **(Takeovers Code matters)** the Underwriter (or its relevant Affiliate) is a professional underwriter (in terms of the Takeovers Code (Professional Underwriters) Exemption Notice 2004) and is entering into this Agreement in order to earn underwriting fees. Neither the Underwriter nor any Affiliate of the Underwriter has a collateral purpose or intention, in respect of the Underwriter's entry into this Agreement, of enabling the Underwriter or any of its Affiliates to increase their control percentage in the Company. Immediately before the Underwriter's entry into this Agreement, the aggregate of the control percentages of the Underwriter and its Affiliates and other associates did not exceed 5% of the voting rights in the Company;
 - (h) **(liability for resales)** the Underwriter acknowledges that any resales by it (or any of its Affiliates) of Sale Shares will be arranged by it (or its Affiliate) as principal and independently of the Seller, and it will ensure that any resales in any jurisdiction comply with all applicable laws and that the manner of any resales is such that the Seller will not be liable in respect of such resales under the laws of any relevant jurisdiction, whether as a promoter or otherwise;
 - (i) **(no reliance)** it has made its own independent enquiry and investigations in relation to the Sale Shares and the Company and has entered into this Agreement in reliance solely on its own judgment and not in reliance on any representations or conduct of the Seller or any of its representatives (other than those expressly set out in this Agreement);
 - (j) **(no stabilisation or manipulation)** neither the Underwriter nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Shares in violation of any applicable law;
 - (k) **(compliance)** the Underwriter and its Affiliates will perform their obligations under this Agreement, and the Sale will be conducted by them, in accordance with all applicable laws and regulations in any relevant jurisdiction, provided that it shall not be in breach of this warranty to the extent any breach is caused by any act or omission which constitutes a breach by the Seller of its representations, warranties and undertakings in clause 6.1;
 - (l) **(no directed selling efforts)** with respect to those Sale Shares to be offered and sold in reliance on Regulation S, none of the Underwriter, any of its Affiliates or any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" within the meaning of Rule 902(c) of the U.S. Securities Act;
 - (m) **(no registration)** the Underwriter acknowledges that the Sale Shares have not been and will not be registered under the U.S. Securities Act and may not be

offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable United States state securities laws;

- (n) **(no general solicitation or general advertising)** none of the Underwriter, its Affiliates or any person acting on behalf of any of them has solicited offers for or offered to sell or sold, and none of them will solicit offers for, or offer to sell or sell, the Sale Shares in the United States using any form of "general solicitation" or "general advertising" within the meaning of Rule 502(c) under the U.S. Securities Act or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (o) **(broker-dealer affiliates)** all offers and sales of the Sale Shares in the United States by the Underwriter and any of its Affiliates will be effected through its U.S. registered broker dealer Affiliate;
- (p) **(U.S. selling restrictions)** the Underwriter, its Affiliates and any person acting on behalf of any of them has offered and sold the Sale Shares, and will offer and sell the Sale Shares:
- (i) in the United States, solely to (A) persons that it reasonably believes to be QIBs in transactions exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 144A thereunder, or (B) Eligible U.S. Fund Managers, in reliance on Regulation S; and
 - (ii) outside the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S,
- provided that the Restricted Shares may only be offered and sold in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S, including in regular brokered transactions on the NZX or the ASX where neither the Underwriter nor any person acting on its behalf knows, or has reason to know, that the sale has been pre-arranged with, or the purchaser is, a person in the United States; and
- (q) **(accredited investor or outside the United States)** the Underwriter is an institutional accredited investor within the meaning of Rule 501(a)(1), (2), (3) or (7) under the U.S. Securities Act or it is not in the United States.

6.3 **Reliance:** Each party giving a representation and warranty acknowledges that each other party has relied on the above representations and warranties in entering into this Agreement and will continue to rely on them in performing its obligations under this Agreement.

6.4 **Notification:** Each party agrees that it will tell the other party promptly upon becoming aware of any of the following occurring prior to the completion of the sale of the Sale Shares:

- (a) any material change affecting any of the representations and warranties in this clause; or
- (b) any of the representations or warranties in this clause becoming materially untrue or materially incorrect.

7. INDEMNITY

- 7.1 **Indemnified parties:** Subject to clause 7.2 and 8.1, the Seller agrees with the Underwriter that it will keep the Underwriter and its related companies (as that term is defined in the Companies Act 1993 (NZ), read as if the expression "company" includes any body corporate, wherever incorporated), and their respective directors, officers and employees ("**Indemnified Parties**") indemnified against any losses, damages, liabilities, costs, claims, actions and demands (including any reasonable expenses arising in connection therewith) ("**Losses**") to the extent that such Losses are incurred or made in connection with the Sale or as a result of a breach of this Agreement by Seller, including any breach of any of the above representations or warranties given by Seller, and will reimburse the Underwriter for all out of pocket costs, charges and expenses which its Indemnified Parties may reasonably pay or incur in connection with investigating, disputing or defending any such action, demand or claim for which it is indemnified under this Agreement.
- 7.2 **Limitation of indemnity:** The indemnity in clause 7.1 does not extend to, and is not to be taken as an indemnity against, any Losses of an Indemnified Party with respect to any damage to reputation or to the extent any Losses arise as result of:
- (a) any fraud, recklessness, wilful misconduct or gross negligence of any Indemnified Party, as determined by a court of competent jurisdiction;
 - (b) any penalty or fine which any Indemnified Party is required to pay for any contravention of any law;
 - (c) any amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law; or
 - (d) any breach by the Underwriter of this Agreement, save to the extent such a breach resulted from an act or omission on the part of the Seller.
- 7.3 **Release:** The Seller agrees that no Indemnified Party will have any liability to the Seller, any of its related bodies corporate or Affiliates or any of their respective directors, officers, employees, advisers, representatives or agents or any of the Seller's security holders or creditors for any Loss suffered by any of them in relation to any event to which the indemnity in clause 7.1 relates, but provided that this release does not apply to the extent that any Losses result from the matters set out in clause 7.2(a) to (d).
- 7.4 **Notice by Underwriter:** The Underwriter will notify the Seller as soon as reasonably practicable of any proceeding being commenced, or any claim or action being made, against the Underwriter or any other Indemnified Party, which is reasonably likely to give rise to a claim against the Seller pursuant to the indemnity under clause 7.1. The failure of the Underwriter to notify the Seller pursuant to this clause 7.4 will not release the Seller from any obligation or liability which it may have pursuant to this Agreement except that, if the Underwriter's failure to notify results in a defence no longer being available to the Seller or a material increase in the amount payable by the Seller under the indemnity under clause 7.1, the amount payable to the Indemnified Person under the indemnity in clause 7.1 will be reduced by the extent to which the Seller would suffer loss or damage as a consequence of that failure on the part of the Underwriter to notify the Seller.
- 7.5 **Settlement by Indemnified Party:** Neither the Seller nor an Indemnified Party may settle any action, demand or claim to which the indemnity in clause 7.1 relates without the prior

written consent of the Underwriter or the Seller, as applicable, such consent not to be unreasonably withheld.

7.6 **Continuity of indemnity:** The indemnity in clause 7.1 is a continuing obligation, separate and independent from the other obligations of the parties under this Agreement and survives termination or completion of this Agreement. It is not necessary for the Underwriter to incur expense or make payment before enforcing that indemnity.

7.7 **United States indemnity:** Notwithstanding the limitations on the indemnity in clause 7.2, such limitations shall not apply in respect of any action, demand or claim under U.S. Law (as defined below) to the extent that such Losses arise out of or are based upon any untrue statement or alleged untrue statement of a material fact in any information related to the Company made public by the Company on the NZX or the ASX on or prior to the Settlement Date or otherwise provided to one or more investors (either specifically or generally) by, or with the approval of, the Seller in connection with the Sale or arise out of or are based upon the omission or alleged omission of a material fact necessary in order to make the statements in any such information, taken together with the NZX, ASX and other public disclosures of the Company, in the light of the circumstances under which they were made, not misleading.

For the purposes of this clause 7.7, "**U.S. Law**" means all applicable laws, rules and regulations of the United States and any State or governmental authority or agency thereof or therein.

7.8 **Privity:** The parties agree that, for the purposes of Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017, the indemnity in this clause 7 is intended to confer a benefit on, and be enforceable by, each Indemnified Party (provided that this Agreement may be varied by the parties to it without the consent of any Indemnified Party).

8. LIABILITY

8.1 **General underwriting losses excluded:** Under no circumstances will the Seller be liable for any Losses incurred or made by the Underwriter solely as a result of any resale of any Sale Shares acquired from the Seller pursuant to this Agreement.

8.2 **Excluded Persons:** Under no circumstances will any directors, officers, employees, managers or advisors of the Seller or any of its Affiliates (together the "**Excluded Persons**") be liable to the Underwriter or any other Indemnified Parties in relation to any matter arising directly or indirectly in connection with this Agreement or the Sale, except to the extent that such liability arises out of the fraud of any such Excluded Persons. The parties agree that, for the purposes of Subpart 1 of Part 2 of the Contract and Commercial Law Act 2017, this clause 8 is intended to confer a benefit on, and be enforceable by, each Excluded Person (provided that this Agreement may be varied by the parties to it without the consent of any Excluded Person).

9. EVENTS OF TERMINATION:

9.1 **Right of termination:** If any of the following events occur prior to 10.00am (New Zealand time) on the Trade Date (as set out in the Timetable) (or such earlier time as noted in the specific clause) (the "**Risk Period**"), then the Underwriter may terminate its obligations under this Agreement without cost or liability to itself at any time before the expiry of Risk Period, by giving written notice to Seller:

- For personal use only
- (a) **NZX actions:** NZX or ASX does any of the following:
 - (i) announces that the Company will be removed from the official list of the NZX Main Board or ASX or ordinary shares in the Company will be suspended from quotation (other than with the approval (not to be unreasonably withheld or delayed), or at the request, of the Underwriter);
 - (ii) removes the Company from the official list of the NZX Main Board or ASX; or
 - (iii) suspends the trading of ordinary shares in the Company for any period of time (excluding any trading halt put in place in connection with, or to facilitate, the Sale).
 - (b) **FMA or ASIC inquiry:** The FMA or ASIC issues or threatens to issue proceedings in relation to the Sale or commences, or threatens to commence any inquiry or investigation in relation to the Sale (other than in respect of the actions of the Underwriter where such actions are not contemplated by this Agreement).
 - (c) **Restricted actions:** The Company, on or prior to the Settlement Date, commits, is involved in or acquiesces in any activity, which breaches:
 - (i) its constitution;
 - (ii) the FMCA (other than as regards its continuous disclosure obligations), the Takeovers Code or the OIA;
 - (iii) any exemptions to the operation of the FMCA granted by the FMA in relation to the sale of the Sale Shares; or
 - (iv) any other applicable laws or regulations in New Zealand.
 - (d) **Other termination events:** Any of the following occurs:
 - (i) **Banking moratorium:** A general moratorium on commercial banking activities in New Zealand, Australia, United States or the United Kingdom is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries.
 - (ii) **Breach of Agreement:** The Seller is in default of any of the terms and conditions of this Agreement or breaches any representation or warranty given or made by it under this Agreement.

9.2 **Materiality:** No event listed in clause 9.1, entitles the Underwriter to exercise its termination rights unless, in the reasonable opinion of the Underwriter, it:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
 - (i) the willingness of persons to purchase the Sale Shares; or
 - (ii) the price at which ordinary shares in the Company are sold on the NZX Main Board or the ASX; or

- (b) would reasonably be expected to give rise to a liability of the Underwriter under the FMCA, the Corporations Act or any other applicable law.

9.3 **Underwriter Affiliates:** The Seller acknowledges that the Underwriter may, and may by law be required to, perform its obligations under this Agreement in conjunction with, or through, its Affiliates (including if required for licensing or regulatory purposes).

9.4 **Termination by the Seller:** If, at any time during the Risk Period, the Underwriter or any of its Affiliates is in default of any provision of this Agreement or breaches any representation, warranty or undertaking given or made by it under this Agreement at any time prior to the allocation of the Sale Shares to transferee(s), then the Seller may at any time before expiry of the Risk Period by giving written notice to the Underwriter immediately terminate this Agreement in its entirety without cost or liability to itself including, for the avoidance of doubt, without obligation to pay any fees to the Underwriter.

9.5 **Materiality:** The Seller is not entitled to exercise its termination rights under clause 9.4 unless the relevant breach or default by the Underwriter or any of their Affiliates:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
- (i) the outcome or settlement of the Sale; or
 - (ii) the price at which the Sales Shares may be sold pursuant to the Sale; or
- (b) would reasonably be expected to give rise to a material liability of the Seller or any of its Affiliates under the FMCA, the Corporations Act or any other applicable law.

9.6 **Effect of termination:** Where, in accordance with this clause 9, a party terminates its obligations under this Agreement, then:

- (a) that termination is without prejudice to any entitlements or rights, including any right to be indemnified, that either party has accrued under the Agreement; and
- (b) no fees will be payable to the Underwriter.

10. ANNOUNCEMENTS

10.1 **Announcements:** Unless required by applicable law, a legal or regulatory authority or applicable listing rules, and except as required in relation to procedural announcements via Bloomberg, the prior written consent of Seller must be obtained prior to the Underwriter making any public release or public announcement in relation to the Sale prior to 60 Business Days after the date of this Agreement and such release or announcement must be in compliance with all applicable laws, including the securities laws of New Zealand, Australia, the United States and any other jurisdiction.

11. CONFIDENTIALITY

11.1 **Confidentiality:** Each party agrees to keep the terms and subject matter of this Agreement confidential, except:

- (a) where disclosure is required by applicable law, a legal or regulatory authority or applicable listing rules;

- (b) where disclosure is made to an adviser or to a person who must know for the purposes of this Agreement, on the basis that the adviser or person keeps the information confidential; or
- (c) to a person to the extent reasonably necessary in connection with any actual or potential claim or judicial or administrative process involving that party in relation to the Sale.

12. GST AND TAX MATTERS

- 12.1 **GST:** The fees payable to the Underwriter under clause 4 exclude GST. The Seller will pay to the Underwriter an amount equal to any GST that the Underwriter is liable to pay to any tax authority in respect of any supply by the Underwriter to the Seller under or in connection with this Agreement, at the same time as and in addition to the consideration otherwise payable by the Seller for that supply, provided that the Underwriter has issued to the Seller a valid GST tax invoice (in accordance with the applicable legislation) for that supply.
- 12.2 **Reimbursements:** If any amounts payable under or in connection with this Agreement are calculated by reference to a cost or expense incurred by a party ("**Relevant Expense**"), the amount of the Relevant Expense for the purposes of calculating the amount payable must be reduced by the amount of any input tax credit or other deduction from output tax to which the party is entitled in connection with that cost or expense.
- 12.3 **Defined terms:** In this clause 12, "**GST**" means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985 (New Zealand) or the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as applicable. Where a party is a member of a GST group, any reference to that party in this clause 12 should be read as a reference to the representative member of that group.
- 12.4 **Taxes and other imposts:** Subject to clause 12.1, the Underwriter will be solely liable for payment of all taxes (including but not limited to corporate taxes, personal income tax, fringe benefits tax, payroll tax, stamp duty, withholding tax, PAYE, turnover tax, and any subcontractor's taxes) which may be imposed in relation to any fees payable under this Agreement.
- 12.5 **Withholding Taxes:** If the Seller is required in its opinion to withhold any amount in respect of tax from a payment to be made under this Agreement, it is entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of its obligation to pay the relevant amount. In the event that the Seller pays an amount without withholding an amount in respect of tax, the Seller will be indemnified by the Underwriter for any loss suffered by it as a result of failing to withhold. The Underwriter will provide to the Seller any information reasonably requested by the Seller for the purposes of allowing the Seller to satisfy its withholding tax obligations.
- 12.6 **Lowest Price:** The parties agree that for the purposes of the financial arrangements rules in the Income Tax Act 2007:
- (a) the amounts payable under this Agreement are the lowest price that they would have agreed upon with respect to the property and services the subject of this Agreement at the time this Agreement was executed on the basis of payment in full at the time at which the first right in the property is to be transferred or the services provided;

- (b) the amounts payable under this Agreement are the value of the property and services the subject of this Agreement; and
- (c) they will compute their taxable income for the relevant period on the basis that the amounts payable under this Agreement includes no capitalised interest, and will file their tax returns accordingly.

For the purposes of this clause, the term "right" in the property shall bear the same meaning as the term "right" in section YA 1 of the Income Tax Act 2007.

13. MISCELLANEOUS

- 13.1 **Entire agreement:** This Agreement and any agreement in relation to fees under clause 4 constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.
- 13.2 **No contra preferentem:** No provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision.
- 13.3 **Governing law:** This Agreement is governed by the laws of New Zealand, except that the interpretation of the exception contained in clause 7.7 shall be governed by and construed in accordance with the laws of the State of New York, including U.S. federal law as interpreted therein, without regard to any conflict of laws principles that would indicate the applicability of the laws of any other jurisdiction. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New Zealand, and waives any right to claim that those courts are an inconvenient forum.
- 13.4 **Severability:** Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- 13.5 **Waiver and variation:** A provision of or right vested under this Agreement may not be:
- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties. For clarity, this Agreement may be varied by the parties to it without the approval of any Indemnified Person or Excluded Person.
- 13.6 **No assignment:** No party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- 13.7 **Notices and agreement in writing:** Any notice approval, consent, agreement, waiver or other communication in connection with this Agreement must be in writing. Where this Agreement contemplates the form of any document being agreed in writing, such agreement may be by the exchange of emails recording that agreement.
- 13.8 **Affiliates:** In this Agreement, the term "**Affiliates**":
- (a) means in relation to a specified person, any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "controlled by" and

"under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of securities by contract or agency or otherwise and the term "person" is deemed to include a partnership; and

(b) is agreed to exclude the Company.

13.9 **Business Day:** In this Agreement, the term "**Business Day**" means a day on which NZX and ASX are open for trading in securities and banks are open for general banking business in Auckland, New Zealand, and any reference to a time is to a time in New Zealand unless otherwise stated.

13.10 **Listing Rules:** In this Agreement, the term "**Listing Rules**" means the listing rules of the NZX and, to the extent applicable, the ASX Listing Rules.

13.11 **Time is of the essence:** Time is of the essence in each party's performance of its obligations under this Agreement.

13.12 **Counterparts:** This Agreement may be executed in any number of counterparts, including by the exchange of pdf. copies. All counterparts together will be taken to constitute one agreement.

Yours sincerely,

[Signature page follow]

EXECUTED by **UBS New Zealand Limited** by its authorised signatories:



Signature of authorised signatory

Christopher Simcock
Name of authorised signatory



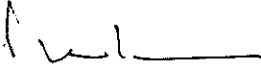
Signature of authorised signatory

Dominic Higgins
Name of authorised signatory

For personal use only

Accepted and agreed to as of the date of this Agreement:

EXECUTED by **Sybos Holdings Pte Limited** by its authorised signatory:



Signature of director

Thomas Zuellig

Name of director

For personal use only

[Signature page to the block trade agreement]

Schedule 1

Timetable

Key event	TIME (NZT)	Date
Bookbuild Opening Time	6:45pm	28 May 2025
Bookbuild Closing Time	11:00pm (or such earlier date and time as determined by the Underwriter, and during which time the Underwriter will also confirm allocations)	28 May 2025
Trade Date (T)	N/A	29 May 2025
Settlement Date (T + 2)	N/A	3 June 2025

EBO - Appendix E					
Date of change	Person whose relevant interest changed	Nature of Change	Consideration given in relation to change	Number of securities	Class
29-Jan-25	UBS AG Australia Branch	Change in right of rehypothecation	N/A	557	Ordinary
29-Jan-25	UBS Asset Management	Buy	68,468	1,792	Ordinary
29-Jan-25	UBS Switzerland AG	Stock borrowed	N/A	163,959	Ordinary
29-Jan-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary
29-Jan-25	UBS Switzerland AG	Stock borrowed	N/A	443	Ordinary
29-Jan-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary
29-Jan-25	UBS Switzerland AG	Stock returned	N/A	(12,959)	Ordinary
29-Jan-25	UBS Switzerland AG	Stock returned	N/A	(163,959)	Ordinary
29-Jan-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary
29-Jan-25	UBS Switzerland AG	Stock returned	N/A	(443)	Ordinary
29-Jan-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary
29-Jan-25	UBS AG London Branch	Sell	15,130	(397)	Ordinary
29-Jan-25	UBS AG London Branch	Buy	1,254	33	Ordinary
29-Jan-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	1	Swaps
29-Jan-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	11	Swaps
29-Jan-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	24	Swaps
29-Jan-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	56	Swaps
30-Jan-25	UBS Securities Australia Ltd	Stock returned	N/A	(3,770)	Ordinary
30-Jan-25	UBS Securities Australia Ltd	Stock borrowed	N/A	2,230	Ordinary
30-Jan-25	UBS Securities Australia Ltd	Stock borrowed	N/A	3,770	Ordinary
30-Jan-25	UBS Switzerland AG	Stock borrowed	N/A	2	Ordinary
30-Jan-25	UBS Switzerland AG	Stock borrowed	N/A	106,218	Ordinary
30-Jan-25	UBS Switzerland AG	Stock returned	N/A	(2)	Ordinary
30-Jan-25	UBS AG London Branch	Sell	31,971	(823)	Ordinary
30-Jan-25	UBS AG London Branch	Buy	95,484	2,490	Ordinary
30-Jan-25	UBS AG London Branch	Buy	4,481	115	Ordinary
30-Jan-25	UBS AG London Branch	Sell	88,104	(2,277)	Ordinary
30-Jan-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	189	Swaps
30-Jan-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	422	Swaps
30-Jan-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(7)	Swaps
30-Jan-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	209	Swaps
30-Jan-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	148	Swaps
30-Jan-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	231	Swaps
31-Jan-25	UBS Securities Australia Ltd	Stock returned	N/A	(5,001)	Ordinary
31-Jan-25	UBS Securities Australia Ltd	Stock borrowed	N/A	21,000	Ordinary
31-Jan-25	UBS Asset Management	Sell	386,149	(10,750)	Ordinary
31-Jan-25	UBS Switzerland AG	Stock borrowed	N/A	70,991	Ordinary
31-Jan-25	UBS Switzerland AG	Stock returned	N/A	(106,218)	Ordinary
31-Jan-25	UBS Switzerland AG	Stock returned	N/A	(70,991)	Ordinary
31-Jan-25	UBS AG London Branch	Sell	6,455	(4)	Ordinary
31-Jan-25	UBS AG London Branch	Buy	30,772	776	Ordinary
31-Jan-25	UBS AG London Branch	Sell	334,279	(8,423)	Ordinary
31-Jan-25	UBS AG London Branch	Buy	4,461	112	Ordinary
31-Jan-25	UBS AG London Branch	Sell	12,835	(325)	Ordinary
31-Jan-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(26)	Swaps
31-Jan-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(56)	Swaps
31-Jan-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(20)	Swaps
31-Jan-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	21	Swaps
31-Jan-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	33	Swaps
03-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A	(1,999)	Ordinary
03-Feb-25	UBS Asset Management	Buy	155,037	3,895	Ordinary
03-Feb-25	UBS AG London Branch	Buy	9,108	230	Ordinary
03-Feb-25	UBS AG London Branch	Sell	160,602	(4,052)	Ordinary
03-Feb-25	UBS AG London Branch	Buy	4,766	120	Ordinary
03-Feb-25	UBS AG London Branch	Sell	209,095	(5,269)	Ordinary
03-Feb-25	UBS Fund Management (Switzerland) AG	Buy	70,963	1,783	Ordinary
03-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(9)	Swaps
03-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(23)	Swaps
03-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	153	Swaps
03-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	248	Swaps
04-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A	(1,554)	Ordinary
04-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A	8,000	Ordinary
04-Feb-25	UBS AG London Branch	Buy	19,285	483	Ordinary
04-Feb-25	UBS AG London Branch	Sell	147,413	(3,691)	Ordinary
04-Feb-25	UBS AG London Branch	Buy	4,777	118	Ordinary
04-Feb-25	UBS AG London Branch	Sell	126,972	(3,130)	Ordinary
04-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(7)	Swaps
04-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	7	Swaps
04-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(171)	Swaps

04-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(387)	Swaps
04-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		64	Swaps
04-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		141	Swaps
04-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(29)	Swaps
04-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		136	Swaps
04-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		207	Swaps
05-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A		(2,230)	Ordinary
05-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A		(2,216)	Ordinary
05-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A		17,000	Ordinary
05-Feb-25	UBS Asset Management	Sell	41,599		(1,005)	Ordinary
05-Feb-25	UBS AG London Branch	Buy	2,327		57	Ordinary
05-Feb-25	UBS AG London Branch	Sell	400,172		(9,699)	Ordinary
05-Feb-25	UBS AG London Branch	Buy	4,922		119	Ordinary
05-Feb-25	UBS AG London Branch	Sell	58,370		(1,411)	Ordinary
05-Feb-25	UBS AG London Branch	Buy	197,181		4,773	Ordinary
05-Feb-25	UBS AG London Branch	Sell	244,268		(5,912)	Ordinary
05-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		111	Swaps
05-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		1,676	Swaps
05-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		227	Swaps
05-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(7)	Swaps
05-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(73)	Swaps
05-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(163)	Swaps
05-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		307	Swaps
05-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		673	Swaps
05-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		(4,773)	Swaps
05-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(11)	Swaps
05-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		138	Swaps
05-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		221	Swaps
06-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A		(5,392)	Ordinary
06-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A		4,230	Ordinary
06-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A		2,770	Ordinary
06-Feb-25	UBS Switzerland AG	Stock borrowed	N/A		2	Ordinary
06-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(373)	Swaps
06-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		169	Swaps
06-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(6)	Swaps
06-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		2	Swaps
06-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		6	Swaps
06-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(16)	Swaps
07-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A		(5,595)	Ordinary
07-Feb-25	UBS Asset Management	Buy	121,327		2,934	Ordinary
07-Feb-25	UBS Switzerland AG	Stock borrowed	N/A		196,731	Ordinary
07-Feb-25	UBS Switzerland AG	Stock borrowed	N/A		1	Ordinary
07-Feb-25	UBS Switzerland AG	Stock returned	N/A		(196,731)	Ordinary
07-Feb-25	UBS Switzerland AG	Stock returned	N/A		(1)	Ordinary
07-Feb-25	UBS AG London Branch	Buy	294,094		7,102	Ordinary
07-Feb-25	UBS AG London Branch	Sell	83,038		(2,015)	Ordinary
07-Feb-25	UBS AG London Branch	Buy	268,861		6,466	Ordinary
07-Feb-25	UBS AG London Branch	Sell	321,169		(7,751)	Ordinary
07-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		(6,466)	Swaps
07-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(569)	Swaps
07-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		16	Swaps
07-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(12)	Swaps
07-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(27)	Swaps
07-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		126	Swaps
07-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		276	Swaps
07-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		2	Swaps
07-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		287	Swaps
07-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		455	Swaps
10-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A		1,405	Ordinary
10-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A		5,595	Ordinary
10-Feb-25	UBS Switzerland AG	Stock borrowed	N/A		16,532	Ordinary
10-Feb-25	UBS Switzerland AG	Stock returned	N/A		(2)	Ordinary
10-Feb-25	UBS AG London Branch	Buy	4,791		115	Ordinary
10-Feb-25	UBS AG London Branch	Buy	193,382		4,671	Ordinary
10-Feb-25	UBS AG London Branch	Sell	70,442		(1,691)	Ordinary
10-Feb-25	UBS AG London Branch	Sell	138,471		(3,331)	Ordinary
10-Feb-25	UBS AG London Branch	Buy	46,312		1,112	Ordinary
10-Feb-25	UBS AG London Branch	Buy	279,600		6,716	Ordinary
10-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		90	Swaps
10-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		136	Swaps
10-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		(1,112)	Swaps
10-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		2	Swaps

19-Feb-25	UBS AG London Branch	Buy	1,923	48	Ordinary		
19-Feb-25	UBS AG London Branch	Buy	72,052	1,797	Ordinary		
19-Feb-25	UBS AG London Branch	Buy	456,914	11,403	Ordinary		
19-Feb-25	UBS AG London Branch	Sell	100,789	(2,516)	Ordinary		
19-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(1,797)	Swaps		
19-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	21	Swaps		
19-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	454	Swaps		
19-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(49)	Swaps		
19-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,690)	Swaps		
19-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(503)	Swaps		
19-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,064)	Swaps		
19-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	2,534	Swaps		
19-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	5,261	Swaps		
19-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	4	Swaps		
20-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A	(1,405)	Ordinary		
20-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A	(3,123)	Ordinary		
20-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A	(1,116)	Ordinary		
20-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A	50,000	Ordinary		
20-Feb-25	UBS Switzerland AG	Stock borrowed	N/A	8,667	Ordinary		
20-Feb-25	UBS AG London Branch	Buy	99,525	2,519	Ordinary		
20-Feb-25	UBS AG London Branch	Sell	735,147	(18,440)	Ordinary		
20-Feb-25	UBS AG London Branch	Buy	32,404	823	Ordinary		
20-Feb-25	UBS AG London Branch	Buy	189,561	4,816	Ordinary		
20-Feb-25	UBS AG London Branch	Buy	208,234	5,282	Ordinary		
20-Feb-25	UBS AG London Branch	Sell	737,677	(18,665)	Ordinary		
20-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(4,816)	Swaps		
20-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	35	Swaps		
20-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	347	Swaps		
20-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(49)	Swaps		
20-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(980)	Swaps		
20-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,196)	Swaps		
20-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(2,530)	Swaps		
20-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	421	Swaps		
20-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	891	Swaps		
20-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(99)	Swaps		
20-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	222	Swaps		
20-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	350	Swaps		
21-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A	(3,877)	Ordinary		
21-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A	(1,646)	Ordinary		
21-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A	12,000	Ordinary		
21-Feb-25	UBS AG London Branch	Buy	384,052	9,869	Ordinary		
21-Feb-25	UBS AG London Branch	Sell	216,063	(5,540)	Ordinary		
21-Feb-25	UBS AG London Branch	Buy	2,223	57	Ordinary		
21-Feb-25	UBS AG London Branch	Buy	47,742	1,224	Ordinary		
21-Feb-25	UBS AG London Branch	Sell	347,992	(8,927)	Ordinary		
21-Feb-25	UBS AG London Branch	Buy	214,457	5,504	Ordinary		
21-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(1,224)	Swaps		
21-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	61	Swaps		
21-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	93	Swaps		
21-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	29	Swaps		
21-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(57)	Swaps		
21-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	442	Swaps		
21-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(51)	Swaps		
21-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(200)	Swaps		
21-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(420)	Swaps		
21-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	458	Swaps		
21-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	963	Swaps		
21-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	96	Swaps		
24-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A	(5,771)	Ordinary		
24-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A	10,000	Ordinary		
24-Feb-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
24-Feb-25	UBS Switzerland AG	Stock returned	N/A	(8,667)	Ordinary		
24-Feb-25	UBS AG London Branch	Sell	379	(10)	Ordinary		
24-Feb-25	UBS AG London Branch	Buy	273,687	7,179	Ordinary		
24-Feb-25	UBS AG London Branch	Sell	25,508	(666)	Ordinary		
24-Feb-25	UBS AG London Branch	Buy	93,002	2,447	Ordinary		
24-Feb-25	UBS AG London Branch	Buy	13,529	356	Ordinary		
24-Feb-25	UBS AG London Branch	Sell	183,215	(4,825)	Ordinary		
24-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(2,447)	Swaps		
24-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	10	Swaps		
24-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(156)	Swaps		
24-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	1,937	Swaps		

24-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(570)	Swaps
24-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(49)	Swaps
24-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(914)	Swaps
24-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(169)	Swaps
24-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(380)	Swaps
24-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			243	Swaps
24-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			510	Swaps
24-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			182	Swaps
24-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A			86	Swaps
24-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A			138	Swaps
25-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A			(4,339)	Ordinary
25-Feb-25	UBS Asset Management	Buy	85,589			2,268	Ordinary
25-Feb-25	UBS Asset Management	Transfer-Out				(11,202)	Ordinary
25-Feb-25	UBS Switzerland AG	Stock borrowed	N/A			5	Ordinary
25-Feb-25	UBS Switzerland AG	Stock returned	N/A			(5)	Ordinary
25-Feb-25	UBS AG London Branch	Buy	87,539			2,317	Ordinary
25-Feb-25	UBS AG London Branch	Sell	515,132			(13,573)	Ordinary
25-Feb-25	UBS AG London Branch	Buy	20,814			551	Ordinary
25-Feb-25	UBS AG London Branch	Buy	143,137			3,789	Ordinary
25-Feb-25	UBS AG London Branch	Buy	56,607			1,497	Ordinary
25-Feb-25	UBS AG London Branch	Sell	54,165			(1,433)	Ordinary
25-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A			(3,789)	Swaps
25-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(9)	Swaps
25-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(547)	Swaps
25-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			275	Swaps
25-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(44)	Swaps
25-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			289	Swaps
25-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(540)	Swaps
25-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(132)	Swaps
25-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(278)	Swaps
25-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			46	Swaps
25-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			97	Swaps
25-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			309	Swaps
25-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A			96	Swaps
25-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A			148	Swaps
26-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A			10,000	Ordinary
26-Feb-25	UBS AG London Branch	Sell	312			(8)	Ordinary
26-Feb-25	UBS AG London Branch	Buy	77,419			1,994	Ordinary
26-Feb-25	UBS AG London Branch	Sell	519,963			(13,408)	Ordinary
26-Feb-25	UBS AG London Branch	Buy	11,721			301	Ordinary
26-Feb-25	UBS AG London Branch	Buy	49,342			1,267	Ordinary
26-Feb-25	UBS AG London Branch	Buy	457,911			11,762	Ordinary
26-Feb-25	UBS AG London Branch	Sell	149,463			(3,844)	Ordinary
26-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A			(1,267)	Swaps
26-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(14)	Swaps
26-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(108)	Swaps
26-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			2,391	Swaps
26-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(50)	Swaps
26-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(28)	Swaps
26-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(22)	Swaps
26-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(47)	Swaps
26-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			21	Swaps
26-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			44	Swaps
26-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			1	Swaps
26-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A			68	Swaps
26-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A			113	Swaps
27-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A			(1,890)	Ordinary
27-Feb-25	UBS Securities Australia Ltd	Stock returned	N/A			(3,118)	Ordinary
27-Feb-25	UBS Asset Management	Sell	36,853			(950)	Ordinary
27-Feb-25	UBS AG London Branch	Buy	349			(9)	Ordinary
27-Feb-25	UBS AG London Branch	Buy	144,571			3,739	Ordinary
27-Feb-25	UBS AG London Branch	Sell	285,267			(7,376)	Ordinary
27-Feb-25	UBS AG London Branch	Buy	28,241			729	Ordinary
27-Feb-25	UBS AG London Branch	Buy	194,007			5,008	Ordinary
27-Feb-25	UBS AG London Branch	Sell	93,516			(2,415)	Ordinary
27-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A			(5,008)	Swaps
27-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(12)	Swaps
27-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			121	Swaps
27-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(45)	Swaps
27-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(10)	Swaps
27-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(312)	Swaps
27-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A			(658)	Swaps

27-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	245	Swaps
27-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	515	Swaps
27-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	102	Swaps
28-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A	10,000	Ordinary
28-Feb-25	UBS Securities Australia Ltd	Stock borrowed	N/A	6,000	Ordinary
28-Feb-25	UBS Asset Management	Sell	91,278	(2,314)	Ordinary
28-Feb-25	UBS Asset Management	Buy	227,649	5,770	Ordinary
28-Feb-25	UBS Asset Management	Sell	1,183	(30)	Ordinary
28-Feb-25	UBS Asset Management	Sell	169,697	(4,302)	Ordinary
28-Feb-25	UBS Asset Management	Sell	21,893	(555)	Ordinary
28-Feb-25	UBS AG London Branch	Buy	114,167	2,966	Ordinary
28-Feb-25	UBS AG London Branch	Sell	115,754	(2,990)	Ordinary
28-Feb-25	UBS AG London Branch	Buy	16,638	427	Ordinary
28-Feb-25	UBS AG London Branch	Buy	145,030	3,723	Ordinary
28-Feb-25	UBS AG London Branch	Sell	743,022	(18,875)	Ordinary
28-Feb-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(3,723)	Swaps
28-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(20)	Swaps
28-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	1,958	Swaps
28-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	462	Swaps
28-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(26)	Swaps
28-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(6)	Swaps
28-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(257)	Swaps
28-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(541)	Swaps
28-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	2,157	Swaps
28-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	4,542	Swaps
28-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(4)	Swaps
28-Feb-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	604	Swaps
03-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(3,112)	Ordinary
03-Mar-25	UBS Securities Australia Ltd	Stock borrowed	N/A	16,000	Ordinary
03-Mar-25	UBS Asset Management	Buy	14,180	372	Ordinary
03-Mar-25	UBS AG London Branch	Sell	419	(11)	Ordinary
03-Mar-25	UBS AG London Branch	Buy	132,172	3,462	Ordinary
03-Mar-25	UBS AG London Branch	Sell	120,289	(3,114)	Ordinary
03-Mar-25	UBS AG London Branch	Buy	94,163	2,466	Ordinary
03-Mar-25	UBS AG London Branch	Buy	2,045	53	Ordinary
03-Mar-25	UBS AG London Branch	Sell	107,927	(2,835)	Ordinary
03-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(2,466)	Swaps
03-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(16)	Swaps
03-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(150)	Swaps
03-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	3	Swaps
03-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	218	Swaps
03-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,228)	Swaps
03-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(2,085)	Swaps
03-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	96	Swaps
03-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	6	Swaps
03-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(26)	Swaps
03-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(27)	Swaps
04-Mar-25	UBS AG London Branch	Buy	673,049	17,579	Ordinary
04-Mar-25	UBS AG London Branch	Buy	158,475	4,161	Ordinary
04-Mar-25	UBS AG London Branch	Sell	151,400	(3,965)	Ordinary
04-Mar-25	UBS AG London Branch	Buy	35,983	940	Ordinary
04-Mar-25	UBS AG London Branch	Buy	6,125	160	Ordinary
04-Mar-25	UBS Fund Management (Switzerland) AG	Sell	21,895	(555)	Ordinary
04-Mar-25	UBS Fund Management (Switzerland) AG	Sell	146,833	(3,722)	Ordinary
04-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(940)	Swaps
04-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(15)	Swaps
04-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(341)	Swaps
04-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(766)	Swaps
05-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(7,516)	Ordinary
05-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(3,770)	Ordinary
05-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary
05-Mar-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary
05-Mar-25	UBS AG London Branch	Sell	378	(10)	Ordinary
05-Mar-25	UBS AG London Branch	Buy	229,425	6,065	Ordinary
05-Mar-25	UBS AG London Branch	Sell	218,651	(5,754)	Ordinary
05-Mar-25	UBS AG London Branch	Sell	50,319	(1,331)	Ordinary
05-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(12)	Swaps
05-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(117)	Swaps
05-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(436)	Swaps
05-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(982)	Swaps
05-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	25	Swaps
05-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	58	Swaps

06-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(2,484)	Ordinary
06-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	7	Ordinary
06-Mar-25	UBS AG London Branch	Buy	177,303	4,693	Ordinary
06-Mar-25	UBS AG London Branch	Sell	226	(6)	Ordinary
06-Mar-25	UBS AG London Branch	Buy	81,936	2,172	Ordinary
06-Mar-25	UBS AG London Branch	Sell	323,873	(8,597)	Ordinary
06-Mar-25	UBS AG London Branch	Sell	214,637	(5,700)	Ordinary
06-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	30	Swaps
06-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	43	Swaps
06-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(5)	Swaps
06-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(148)	Swaps
06-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(12)	Swaps
06-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(944)	Swaps
06-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(2,122)	Swaps
06-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	17	Swaps
06-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	39	Swaps
07-Mar-25	UBS Asset Management	Buy	7,510	199	Ordinary
07-Mar-25	UBS Switzerland AG	Stock returned	N/A	(7)	Ordinary
07-Mar-25	UBS AG London Branch	Sell	226	(6)	Ordinary
07-Mar-25	UBS AG London Branch	Buy	199,379	5,302	Ordinary
07-Mar-25	UBS AG London Branch	Sell	288,575	(7,655)	Ordinary
07-Mar-25	UBS AG London Branch	Sell	168,357	(4,467)	Ordinary
07-Mar-25	UBS AG London Branch	Buy	44,344	1,176	Ordinary
07-Mar-25	UBS AG London Branch	Buy	7,241	192	Ordinary
07-Mar-25	UBS AG London Branch	Buy	3,755	100	Ordinary
07-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(1,176)	Swaps
07-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(6)	Swaps
07-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(261)	Swaps
07-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(7)	Swaps
07-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(190)	Swaps
07-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	38	Swaps
07-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	55	Swaps
10-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(6,000)	Ordinary
10-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	3	Ordinary
10-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	5	Ordinary
10-Mar-25	UBS Switzerland AG	Stock returned	N/A	(3)	Ordinary
10-Mar-25	UBS AG London Branch	Sell	226	(6)	Ordinary
10-Mar-25	UBS AG London Branch	Buy	111,412	2,973	Ordinary
10-Mar-25	UBS AG London Branch	Sell	179,793	(4,780)	Ordinary
10-Mar-25	UBS AG London Branch	Sell	112,763	(2,989)	Ordinary
10-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(4)	Swaps
10-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(2,007)	Swaps
10-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(305)	Swaps
10-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(405)	Swaps
10-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(52)	Swaps
10-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(178)	Swaps
10-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(125)	Swaps
10-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	30	Swaps
10-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	35	Swaps
11-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(2,646)	Ordinary
11-Mar-25	UBS Asset Management	Buy	2,776	75	Ordinary
11-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	13,261	Ordinary
11-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	7	Ordinary
11-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	15,700	Ordinary
11-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	2	Ordinary
11-Mar-25	UBS Switzerland AG	Stock returned	N/A	(7)	Ordinary
11-Mar-25	UBS AG London Branch	Sell	222	(6)	Ordinary
11-Mar-25	UBS AG London Branch	Buy	275,908	7,453	Ordinary
11-Mar-25	UBS AG London Branch	Sell	452,487	(12,185)	Ordinary
11-Mar-25	UBS AG London Branch	Sell	477,534	(12,880)	Ordinary
11-Mar-25	UBS AG London Branch	Buy	216,514	5,837	Ordinary
11-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(5)	Swaps
11-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(315)	Swaps
11-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(60)	Swaps
11-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(15,468)	Swaps
11-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(3,515)	Swaps
11-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	35	Swaps
11-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	47	Swaps
12-Mar-25	UBS Asset Management	Buy	29,935	815	Ordinary
12-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	4,170	Ordinary
12-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	8	Ordinary
12-Mar-25	UBS Switzerland AG	Stock returned	N/A	(15,700)	Ordinary

12-Mar-25	UBS Switzerland AG	Stock returned	N/A	(2)	Ordinary
12-Mar-25	UBS AG London Branch	Buy	193,224	5,270	Ordinary
12-Mar-25	UBS AG London Branch	Sell	183	(5)	Ordinary
12-Mar-25	UBS AG London Branch	Buy	192,529	5,236	Ordinary
12-Mar-25	UBS AG London Branch	Sell	449,294	(12,170)	Ordinary
12-Mar-25	UBS AG London Branch	Sell	557,444	(15,150)	Ordinary
12-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(324)	Swaps
12-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(645)	Swaps
12-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	12	Swaps
12-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	16	Swaps
13-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(7,004)	Ordinary
13-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(7,354)	Ordinary
13-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	6,078	Ordinary
13-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	9,827	Ordinary
13-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	8	Ordinary
13-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	9,827	Ordinary
13-Mar-25	UBS Switzerland AG	Stock returned	N/A	(5)	Ordinary
13-Mar-25	UBS Switzerland AG	Stock returned	N/A	(9,709)	Ordinary
13-Mar-25	UBS Switzerland AG	Stock returned	N/A	(3,552)	Ordinary
13-Mar-25	UBS Switzerland AG	Stock returned	N/A	(4,170)	Ordinary
13-Mar-25	UBS Switzerland AG	Stock returned	N/A	(8)	Ordinary
13-Mar-25	UBS Switzerland AG	Stock returned	N/A	(6,078)	Ordinary
13-Mar-25	UBS Switzerland AG	Stock returned	N/A	(9,827)	Ordinary
13-Mar-25	UBS Switzerland AG	Stock returned	N/A	(8)	Ordinary
13-Mar-25	UBS Switzerland AG	Stock returned	N/A	(6,899)	Ordinary
13-Mar-25	UBS Switzerland AG	Stock returned	N/A	(2,928)	Ordinary
13-Mar-25	UBS AG London Branch	Buy	201,673	5,421	Ordinary
13-Mar-25	UBS AG London Branch	Sell	224	(6)	Ordinary
13-Mar-25	UBS AG London Branch	Buy	93,631	2,529	Ordinary
13-Mar-25	UBS AG London Branch	Sell	193,110	(5,208)	Ordinary
13-Mar-25	UBS AG London Branch	Sell	184,957	(4,978)	Ordinary
13-Mar-25	UBS AG London Branch	Buy	3,905	105	Ordinary
13-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(320)	Swaps
13-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(110)	Swaps
14-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(16,000)	Ordinary
14-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(5,070)	Ordinary
14-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	2,928	Ordinary
14-Mar-25	UBS Switzerland AG	Stock returned	N/A	(2,928)	Ordinary
14-Mar-25	UBS AG London Branch	Buy	199,593	5,318	Ordinary
14-Mar-25	UBS AG London Branch	Sell	263	(7)	Ordinary
14-Mar-25	UBS AG London Branch	Buy	54,151	1,446	Ordinary
14-Mar-25	UBS AG London Branch	Sell	271,722	(7,265)	Ordinary
14-Mar-25	UBS AG London Branch	Buy	3,937	105	Ordinary
14-Mar-25	UBS AG London Branch	Sell	237,979	(6,348)	Ordinary
14-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(303)	Swaps
14-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(549)	Swaps
14-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	1	Swaps
14-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	1	Swaps
17-Mar-25	UBS Securities Australia Ltd	Stock borrowed	N/A	6,000	Ordinary
17-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	11,066	Ordinary
17-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	4,505	Ordinary
17-Mar-25	UBS AG London Branch	Buy	39,920	1,076	Ordinary
17-Mar-25	UBS AG London Branch	Buy	98,262	2,646	Ordinary
17-Mar-25	UBS AG London Branch	Buy	41,834	1,127	Ordinary
17-Mar-25	UBS AG London Branch	Buy	112,365	3,023	Ordinary
17-Mar-25	UBS AG London Branch	Sell	237,319	(6,361)	Ordinary
17-Mar-25	UBS AG London Branch	Buy	7,508	202	Ordinary
17-Mar-25	UBS AG London Branch	Sell	7,548	(202)	Ordinary
17-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(329)	Swaps
17-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(871)	Swaps
17-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(555)	Swaps
18-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	80	Ordinary
18-Mar-25	UBS Switzerland AG	Stock returned	N/A	(4,505)	Ordinary
18-Mar-25	UBS AG London Branch	Sell	224	(6)	Ordinary
18-Mar-25	UBS AG London Branch	Buy	155,244	4,151	Ordinary
18-Mar-25	UBS AG London Branch	Sell	190,246	(5,083)	Ordinary
18-Mar-25	UBS AG London Branch	Sell	7,520	(202)	Ordinary
18-Mar-25	UBS AG London Branch	Buy	7,548	202	Ordinary
18-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(328)	Swaps
18-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(2)	Swaps
18-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(23)	Swaps
19-Mar-25	UBS Switzerland AG	Stock returned	N/A	(11,066)	Ordinary

19-Mar-25	UBS Switzerland AG	Stock returned	N/A	(80)	Ordinary
19-Mar-25	UBS AG London Branch	Sell	223	(6)	Ordinary
19-Mar-25	UBS AG London Branch	Buy	159,406	4,282	Ordinary
19-Mar-25	UBS AG London Branch	Sell	226,150	(6,067)	Ordinary
19-Mar-25	UBS AG London Branch	Sell	103,671	(2,787)	Ordinary
19-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(247)	Swaps
19-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(23)	Swaps
19-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(52)	Swaps
20-Mar-25	UBS Asset Management	Sell	119,571	(3,218)	Ordinary
20-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	4	Ordinary
20-Mar-25	UBS Switzerland AG	Stock returned	N/A	(4)	Ordinary
20-Mar-25	UBS AG London Branch	Buy	2,708	73	Ordinary
20-Mar-25	UBS AG London Branch	Buy	145,811	3,922	Ordinary
20-Mar-25	UBS AG London Branch	Sell	105,581	(2,830)	Ordinary
20-Mar-25	UBS AG London Branch	Buy	5,462	147	Ordinary
20-Mar-25	UBS AG London Branch	Buy	35,153	946	Ordinary
20-Mar-25	UBS AG London Branch	Sell	7,531	(202)	Ordinary
20-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(946)	Swaps
20-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(358)	Swaps
20-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(434)	Swaps
20-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(948)	Swaps
20-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	98	Swaps
20-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	214	Swaps
21-Mar-25	UBS Securities Australia Ltd	Stock borrowed	N/A	635	Ordinary
21-Mar-25	UBS Asset Management	Sell	820,550	(22,060)	Ordinary
21-Mar-25	UBS Asset Management	Buy	557,647	14,989	Ordinary
21-Mar-25	UBS Asset Management	Buy	1,590,156	45,454	Ordinary
21-Mar-25	UBS Asset Management	Buy	1,170,734	33,465	Ordinary
21-Mar-25	UBS AG London Branch	Buy	691,027	18,576	Ordinary
21-Mar-25	UBS AG London Branch	Sell	435,463	(11,706)	Ordinary
21-Mar-25	UBS AG London Branch	Buy	284,262	7,627	Ordinary
21-Mar-25	UBS AG London Branch	Sell	139,755	(3,746)	Ordinary
21-Mar-25	UBS AG London Branch	Sell	168,895	(4,538)	Ordinary
21-Mar-25	UBS AG London Branch	Sell	42,971	(1,162)	Ordinary
21-Mar-25	UBS AG London Branch	Buy	42,971	1,162	Ordinary
21-Mar-25	UBS AG London Branch	Buy	42,971	1,162	Ordinary
21-Mar-25	UBS Fund Management (Switzerland) AG	Buy	3,008	84	Ordinary
21-Mar-25	UBS Fund Management (Switzerland) AG	Corporate action	N/A	527	Ordinary
21-Mar-25	UBS Fund Management (Switzerland) AG	Corporate action	N/A	138	Ordinary
21-Mar-25	UBS Fund Management (Switzerland) AG	Corporate action	N/A	61	Ordinary
21-Mar-25	UBS Fund Management (Switzerland) AG	Buy	309,888	8,731	Ordinary
21-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	69	Swaps
21-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	16	Swaps
21-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	20	Swaps
21-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	1,917	Swaps
21-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(570)	Swaps
21-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,245)	Swaps
21-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	74	Swaps
21-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	162	Swaps
21-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	290	Swaps
21-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	461	Swaps
24-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(6,566)	Ordinary
24-Mar-25	UBS Securities Australia Ltd	Stock borrowed	N/A	11,000	Ordinary
24-Mar-25	UBS AG London Branch	Buy	78,346	2,096	Ordinary
24-Mar-25	UBS AG London Branch	Buy	53,625	1,438	Ordinary
24-Mar-25	UBS AG London Branch	Sell	104,795	(2,804)	Ordinary
24-Mar-25	UBS AG London Branch	Buy	450	12	Ordinary
24-Mar-25	UBS Fund Management (Switzerland) AG	Buy	92,250	2,460	Ordinary
24-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(886)	Swaps
24-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,936)	Swaps
25-Mar-25	UBS Securities Australia Ltd	Stock borrowed	N/A	6,000	Ordinary
25-Mar-25	UBS AG London Branch	Buy	1,007	27	Ordinary
25-Mar-25	UBS AG London Branch	Sell	2,873	(77)	Ordinary
25-Mar-25	UBS AG London Branch	Buy	52,779	1,415	Ordinary
25-Mar-25	UBS AG London Branch	Sell	28,104	(750)	Ordinary
25-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(100)	Swaps
25-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(218)	Swaps
26-Mar-25	UBS Asset Management	Buy	108,270	2,864	Ordinary
26-Mar-25	UBS Asset Management	Buy	9,678	256	Ordinary
26-Mar-25	UBS AG London Branch	Buy	451,747	12,055	Ordinary
26-Mar-25	UBS AG London Branch	Sell	148,168	(3,930)	Ordinary
26-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(9)	Swaps

27-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(233)	Ordinary		
27-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(82)	Ordinary		
27-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(107)	Ordinary		
27-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(213)	Ordinary		
27-Mar-25	UBS Asset Management	Sell	87,067	(2,326)	Ordinary		
27-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary		
27-Mar-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
27-Mar-25	UBS AG London Branch	Buy	86,650	2,313	Ordinary		
27-Mar-25	UBS AG London Branch	Sell	34,828	(926)	Ordinary		
27-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(6)	Swaps		
27-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(12)	Swaps		
28-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(6,228)	Ordinary		
28-Mar-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary		
28-Mar-25	UBS AG London Branch	Buy	1,288	34	Ordinary		
28-Mar-25	UBS AG London Branch	Buy	131,506	3,471	Ordinary		
28-Mar-25	UBS AG London Branch	Buy	90,203	2,394	Ordinary		
28-Mar-25	UBS AG London Branch	Sell	72,654	(1,923)	Ordinary		
28-Mar-25	UBS AG London Branch	Buy	6,402	170	Ordinary		
28-Mar-25	UBS AG London Branch	Buy	74,248	1,966	Ordinary		
28-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(14)	Swaps		
28-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(22)	Swaps		
28-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(69)	Swaps		
28-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(16)	Swaps		
28-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(442)	Swaps		
31-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(4,772)	Ordinary		
31-Mar-25	UBS Securities Australia Ltd	Stock returned	N/A	(2,483)	Ordinary		
31-Mar-25	UBS Asset Management	Buy	9,923	287	Ordinary		
31-Mar-25	UBS Asset Management	Sell	50,549	(1,327)	Ordinary		
31-Mar-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
31-Mar-25	UBS AG London Branch	Buy	190,336	5,025	Ordinary		
31-Mar-25	UBS AG London Branch	Sell	82,814	(2,182)	Ordinary		
31-Mar-25	UBS AG London Branch	Buy	56,340	1,481	Ordinary		
31-Mar-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(249)	Swaps		
31-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(94)	Swaps		
31-Mar-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(149)	Swaps		
01-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(6,859)	Ordinary		
01-Apr-25	UBS Asset Management	Sell	94,052	(2,460)	Ordinary		
01-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	161,582	Ordinary		
01-Apr-25	UBS Switzerland AG	Stock returned	N/A	(161,582)	Ordinary		
01-Apr-25	UBS AG London Branch	Buy	111,255	2,938	Ordinary		
01-Apr-25	UBS AG London Branch	Sell	61,454	(1,614)	Ordinary		
01-Apr-25	UBS AG London Branch	Buy	26,879	705	Ordinary		
01-Apr-25	UBS Fund Management (Switzerland) AG	Sell	94,052	(2,460)	Ordinary		
01-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(255)	Swaps		
01-Apr-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(75)	Swaps		
01-Apr-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(96)	Swaps		
02-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	7,078	Ordinary		
02-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	5,311	Ordinary		
02-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	137	Ordinary		
02-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	32,635	Ordinary		
02-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	13,299	Ordinary		
02-Apr-25	UBS Switzerland AG	Stock returned	N/A	(4,278)	Ordinary		
02-Apr-25	UBS Switzerland AG	Stock returned	N/A	(13,340)	Ordinary		
02-Apr-25	UBS AG London Branch	Sell	2,682	(70)	Ordinary		
02-Apr-25	UBS AG London Branch	Sell	4,293	(112)	Ordinary		
02-Apr-25	UBS AG London Branch	Buy	153,676	4,012	Ordinary		
02-Apr-25	UBS AG London Branch	Sell	44,150	(1,149)	Ordinary		
02-Apr-25	UBS Fund Management (Switzerland) AG	Sell	50,559	(1,327)	Ordinary		
02-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(157)	Swaps		
03-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(2,950)	Ordinary		
03-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	103,178	Ordinary		
03-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary		
03-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary		
03-Apr-25	UBS Switzerland AG	Stock returned	N/A	(4,825)	Ordinary		
03-Apr-25	UBS Switzerland AG	Stock returned	N/A	(2,253)	Ordinary		
03-Apr-25	UBS Switzerland AG	Stock returned	N/A	(1,033)	Ordinary		
03-Apr-25	UBS Switzerland AG	Stock returned	N/A	(137)	Ordinary		
03-Apr-25	UBS Switzerland AG	Stock returned	N/A	(19,277)	Ordinary		
03-Apr-25	UBS Switzerland AG	Stock returned	N/A	(13,299)	Ordinary		
03-Apr-25	UBS AG London Branch	Sell	39,791	(1,023)	Ordinary		
03-Apr-25	UBS AG London Branch	Buy	144,239	3,761	Ordinary		
03-Apr-25	UBS AG London Branch	Sell	106,271	(2,763)	Ordinary		

03-Apr-25	UBS Fund Management (Switzerland) AG	Sell	169,697	(4,302)	Ordinary		
03-Apr-25	UBS Fund Management (Switzerland) AG	Sell	94,070	(2,460)	Ordinary		
03-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(335)	Swaps		
04-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(2,645)	Ordinary		
04-Apr-25	UBS Securities Australia Ltd	Stock borrowed	N/A	6,000	Ordinary		
04-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	5,190	Ordinary		
04-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	430	Ordinary		
04-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	2,253	Ordinary		
04-Apr-25	UBS Switzerland AG	Stock returned	N/A	(18)	Ordinary		
04-Apr-25	UBS Switzerland AG	Stock returned	N/A	(9,029)	Ordinary		
04-Apr-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
04-Apr-25	UBS AG London Branch	Buy	103,447	2,694	Ordinary		
04-Apr-25	UBS AG London Branch	Sell	118,598	(3,071)	Ordinary		
04-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(423)	Swaps		
07-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(5,541)	Ordinary		
07-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	8,087	Ordinary		
07-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	2,589	Ordinary		
07-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	6	Ordinary		
07-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	4	Ordinary		
07-Apr-25	UBS Switzerland AG	Stock returned	N/A	(10,291)	Ordinary		
07-Apr-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
07-Apr-25	UBS Switzerland AG	Stock returned	N/A	(915)	Ordinary		
07-Apr-25	UBS Switzerland AG	Stock returned	N/A	(430)	Ordinary		
07-Apr-25	UBS AG London Branch	Buy	141,712	3,759	Ordinary		
07-Apr-25	UBS AG London Branch	Sell	383,190	(10,136)	Ordinary		
07-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(572)	Swaps		
08-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(3,595)	Ordinary		
08-Apr-25	UBS Asset Management	Sell	99,875	(2,666)	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	176,451	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	2,253	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	7,095	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	28	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock returned	N/A	(4,274)	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock returned	N/A	(2,253)	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock returned	N/A	(1,554)	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock returned	N/A	(20)	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock returned	N/A	(2,589)	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock returned	N/A	(2,253)	Ordinary		
08-Apr-25	UBS Switzerland AG	Stock returned	N/A	(978)	Ordinary		
08-Apr-25	UBS AG London Branch	Buy	152,379	4,043	Ordinary		
08-Apr-25	UBS AG London Branch	Sell	156,851	(4,162)	Ordinary		
08-Apr-25	UBS AG London Branch	Sell	208,754	(5,554)	Ordinary		
08-Apr-25	UBS AG London Branch	Buy	375	10	Ordinary		
08-Apr-25	UBS Fund Management (Switzerland) AG	Buy	36,908	985	Ordinary		
08-Apr-25	UBS Fund Management (Switzerland) AG	Sell	99,875	(2,666)	Ordinary		
08-Apr-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(10)	Swaps		
09-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(4,843)	Ordinary		
09-Apr-25	UBS Asset Management	Sell	67,066	(1,932)	Ordinary		
09-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	2,844	Ordinary		
09-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	10,967	Ordinary		
09-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	8	Ordinary		
09-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	9	Ordinary		
09-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	1,727	Ordinary		
09-Apr-25	UBS Switzerland AG	Stock returned	N/A	(1,316)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	449	(12)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	187	(5)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	38	(1)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	337	(9)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	412	(11)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	111	(3)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	37	(1)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	2,057	(55)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	674	(18)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	375	(10)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	262	(7)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	487	(13)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	561	(15)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	449	(12)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	150	(4)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	37	(1)	Ordinary		
09-Apr-25	UBS AG London Branch	Sell	412	(11)	Ordinary		

17-Apr-25	UBS AG London Branch	Buy	24,795	667	Ordinary		
17-Apr-25	UBS AG London Branch	Sell	54,604	(1,480)	Ordinary		
17-Apr-25	UBS AG London Branch	Buy	76,956	2,082	Ordinary		
17-Apr-25	UBS AG London Branch	Sell	62,225	(1,674)	Ordinary		
17-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(42,614)	Swaps		
17-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(11,009)	Swaps		
17-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(6,595)	Swaps		
17-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(3)	Swaps		
21-Apr-25	UBS Asset Management	Transfer-In	N/A	50,738	Ordinary		
21-Apr-25	UBS Asset Management	Sell	1,496,343	(40,568)	Ordinary		
22-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(5,023)	Ordinary		
22-Apr-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
22-Apr-25	UBS Switzerland AG	Stock returned	N/A	(1,445)	Ordinary		
22-Apr-25	UBS Switzerland AG	Stock returned	N/A	(103)	Ordinary		
22-Apr-25	UBS Switzerland AG	Stock returned	N/A	(2,803)	Ordinary		
22-Apr-25	UBS Switzerland AG	Stock returned	N/A	(8,112)	Ordinary		
22-Apr-25	UBS AG London Branch	Buy	32,136	883	Ordinary		
22-Apr-25	UBS AG London Branch	Sell	15,600	(425)	Ordinary		
22-Apr-25	UBS AG London Branch	Sell	28,027	(764)	Ordinary		
22-Apr-25	UBS AG London Branch	Buy	15,957	435	Ordinary		
22-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	42,614	Swaps		
22-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	11,009	Swaps		
22-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	4,607	Swaps		
22-Apr-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(3)	Swaps		
23-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(4,977)	Ordinary		
23-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(6,000)	Ordinary		
23-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(9,237)	Ordinary		
23-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(4,000)	Ordinary		
23-Apr-25	UBS Asset Management	Buy	37,775	1,035	Ordinary		
23-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	11,041	Ordinary		
23-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	8,942	Ordinary		
23-Apr-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
23-Apr-25	UBS AG London Branch	Buy	83,758	2,288	Ordinary		
23-Apr-25	UBS AG London Branch	Sell	441,268	(12,071)	Ordinary		
23-Apr-25	UBS AG London Branch	Buy	33,046	902	Ordinary		
23-Apr-25	UBS AG London Branch	Sell	40,932	(1,114)	Ordinary		
23-Apr-25	UBS AG London Branch	Buy	92,144	2,509	Ordinary		
23-Apr-25	UBS AG London Branch	Sell	77,599	(2,114)	Ordinary		
23-Apr-25	UBS Fund Management (Switzerland) AG	Buy	37,767	1,035	Ordinary		
24-Apr-25	UBS Securities Australia Ltd	Stock borrowed	N/A	30,000	Ordinary		
24-Apr-25	UBS Asset Management	Buy	42,055	1,144	Ordinary		
24-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	469	Ordinary		
24-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	10,643	Ordinary		
24-Apr-25	UBS Switzerland AG	Stock returned	N/A	(10,771)	Ordinary		
24-Apr-25	UBS AG London Branch	Buy	190,246	5,201	Ordinary		
24-Apr-25	UBS AG London Branch	Buy	31,316	852	Ordinary		
24-Apr-25	UBS AG London Branch	Sell	37,651	(1,026)	Ordinary		
24-Apr-25	UBS AG London Branch	Sell	45,079	(1,228)	Ordinary		
24-Apr-25	UBS AG London Branch	Buy	99,222	2,701	Ordinary		
25-Apr-25	UBS Switzerland AG	Stock returned	N/A	(14)	Ordinary		
25-Apr-25	UBS Switzerland AG	Stock returned	N/A	(255)	Ordinary		
25-Apr-25	UBS Switzerland AG	Stock returned	N/A	(8,942)	Ordinary		
25-Apr-25	UBS Switzerland AG	Stock returned	N/A	(469)	Ordinary		
25-Apr-25	UBS Switzerland AG	Stock returned	N/A	(10,643)	Ordinary		
28-Apr-25	UBS Asset Management	Sell	173,787	(4,767)	Ordinary		
28-Apr-25	UBS AG London Branch	Buy	74,077	2,032	Ordinary		
28-Apr-25	UBS AG London Branch	Sell	28,407	(776)	Ordinary		
28-Apr-25	UBS AG London Branch	Buy	24,493	667	Ordinary		
28-Apr-25	UBS AG London Branch	Sell	96,807	(2,639)	Ordinary		
28-Apr-25	UBS AG London Branch	Buy	78,120	2,137	Ordinary		
28-Apr-25	UBS Fund Management (Switzerland) AG	Buy	133,735	3,668	Ordinary		
29-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(6,012)	Ordinary		
29-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	15,944	Ordinary		
29-Apr-25	UBS AG London Branch	Buy	109,652	3,004	Ordinary		
29-Apr-25	UBS AG London Branch	Sell	115,647	(3,160)	Ordinary		
29-Apr-25	UBS AG London Branch	Sell	36,438	(997)	Ordinary		
29-Apr-25	UBS AG London Branch	Buy	113,885	3,118	Ordinary		
30-Apr-25	UBS Securities Australia Ltd	Stock returned	N/A	(5,459)	Ordinary		
30-Apr-25	UBS Asset Management	Transfer-In	N/A	3,186	Ordinary		
30-Apr-25	UBS Asset Management	Sell	85,572	(2,534)	Ordinary		
30-Apr-25	UBS Switzerland AG	Stock borrowed	N/A	15,556	Ordinary		
30-Apr-25	UBS Switzerland AG	Stock returned	N/A	(15,941)	Ordinary		

30-Apr-25	UBS AG London Branch	Buy	16,947	464	Ordinary		
30-Apr-25	UBS AG London Branch	Buy	174,162	4,754	Ordinary		
30-Apr-25	UBS AG London Branch	Sell	83,303	(2,279)	Ordinary		
30-Apr-25	UBS AG London Branch	Buy	51,254	1,404	Ordinary		
30-Apr-25	UBS AG London Branch	Sell	47,512	(1,292)	Ordinary		
30-Apr-25	UBS Fund Management (Switzerland) AG	Buy	47,763	1,305	Ordinary		
01-May-25	UBS Asset Management	Buy	34,511	940	Ordinary		
01-May-25	UBS Switzerland AG	Stock borrowed	N/A	2	Ordinary		
01-May-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary		
01-May-25	UBS Switzerland AG	Stock returned	N/A	(3)	Ordinary		
01-May-25	UBS Switzerland AG	Stock returned	N/A	(15,553)	Ordinary		
01-May-25	UBS AG London Branch	Sell	916,000	(25,000)	Ordinary		
01-May-25	UBS AG London Branch	Sell	83,490	(2,285)	Ordinary		
01-May-25	UBS AG London Branch	Buy	218,348	5,955	Ordinary		
01-May-25	UBS AG London Branch	Sell	49,644	(1,349)	Ordinary		
01-May-25	UBS AG London Branch	Buy	99,043	2,701	Ordinary		
01-May-25	UBS AG London Branch	Sell	87,627	(2,387)	Ordinary		
01-May-25	UBS AG London Branch	Buy	1,950	53	Ordinary		
01-May-25	UBS AG London Branch	Sell	26,116	(708)	Ordinary		
01-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(14)	Swaps		
01-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(3)	Swaps		
01-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(5)	Swaps		
01-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	62	Swaps		
01-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	83	Swaps		
02-May-25	UBS Securities Australia Ltd	Stock returned	N/A	(11,970)	Ordinary		
02-May-25	UBS Securities Australia Ltd	Stock borrowed	N/A	10,000	Ordinary		
02-May-25	UBS Switzerland AG	Stock borrowed	N/A	140,931	Ordinary		
02-May-25	UBS Switzerland AG	Stock borrowed	N/A	37,509	Ordinary		
02-May-25	UBS Switzerland AG	Stock borrowed	N/A	111,791	Ordinary		
02-May-25	UBS Switzerland AG	Stock borrowed	N/A	6,348	Ordinary		
02-May-25	UBS Switzerland AG	Stock returned	N/A	(3)	Ordinary		
02-May-25	UBS Switzerland AG	Stock returned	N/A	(2)	Ordinary		
02-May-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
02-May-25	UBS Switzerland AG	Stock returned	N/A	(22,839)	Ordinary		
02-May-25	UBS Switzerland AG	Stock returned	N/A	(118,090)	Ordinary		
02-May-25	UBS Switzerland AG	Stock returned	N/A	(37,509)	Ordinary		
02-May-25	UBS Switzerland AG	Stock returned	N/A	(102,866)	Ordinary		
02-May-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
02-May-25	UBS AG London Branch	Buy	185,557	4,964	Ordinary		
02-May-25	UBS AG London Branch	Sell	33,257	(886)	Ordinary		
02-May-25	UBS AG London Branch	Buy	128,744	3,438	Ordinary		
02-May-25	UBS AG London Branch	Sell	28,738	(767)	Ordinary		
05-May-25	UBS Securities Australia Ltd	Stock returned	N/A	(5,274)	Ordinary		
05-May-25	UBS Securities Australia Ltd	Stock borrowed	N/A	6,000	Ordinary		
05-May-25	UBS Switzerland AG	Stock borrowed	N/A	5,363	Ordinary		
05-May-25	UBS Switzerland AG	Stock borrowed	N/A	12,126	Ordinary		
05-May-25	UBS Switzerland AG	Stock returned	N/A	(2)	Ordinary		
05-May-25	UBS Switzerland AG	Stock returned	N/A	(6,763)	Ordinary		
05-May-25	UBS Switzerland AG	Stock returned	N/A	(6,347)	Ordinary		
05-May-25	UBS Switzerland AG	Stock returned	N/A	(5,363)	Ordinary		
05-May-25	UBS AG London Branch	Buy	97,842	2,604	Ordinary		
05-May-25	UBS AG London Branch	Sell	74,083	(1,968)	Ordinary		
05-May-25	UBS AG London Branch	Buy	42,062	1,120	Ordinary		
05-May-25	UBS AG London Branch	Sell	92,321	(2,446)	Ordinary		
05-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(923)	Swaps		
05-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(236)	Swaps		
05-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(483)	Swaps		
06-May-25	UBS Securities Australia Ltd	Stock returned	N/A	(1,285)	Ordinary		
06-May-25	UBS Switzerland AG	Stock borrowed	N/A	11,724	Ordinary		
06-May-25	UBS Switzerland AG	Stock returned	N/A	(2,162)	Ordinary		
06-May-25	UBS Switzerland AG	Stock returned	N/A	(402)	Ordinary		
06-May-25	UBS Switzerland AG	Stock returned	N/A	(11,724)	Ordinary		
06-May-25	UBS AG London Branch	Sell	218,752	(5,867)	Ordinary		
06-May-25	UBS AG London Branch	Buy	78,189	2,088	Ordinary		
06-May-25	UBS AG London Branch	Sell	73,147	(1,952)	Ordinary		
06-May-25	UBS AG London Branch	Sell	175,558	(4,710)	Ordinary		
06-May-25	UBS AG London Branch	Buy	51,088	1,365	Ordinary		
06-May-25	UBS AG London Branch	Sell	65,079	(1,737)	Ordinary		
06-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(2)	Swaps		
06-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,430)	Swaps		
06-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(155)	Swaps		
06-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(884)	Swaps		

06-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	297	Swaps		
06-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	473	Swaps		
07-May-25	UBS Securities Australia Ltd	Stock returned	N/A	(7,018)	Ordinary		
07-May-25	UBS Asset Management	Buy	82,378	2,201	Ordinary		
07-May-25	UBS Asset Management	Sell	81,260	(2,172)	Ordinary		
07-May-25	UBS AG London Branch	Buy	58,031	1,539	Ordinary		
07-May-25	UBS AG London Branch	Sell	125,270	(3,325)	Ordinary		
07-May-25	UBS AG London Branch	Sell	107,987	(2,862)	Ordinary		
07-May-25	UBS AG London Branch	Buy	71,654	1,904	Ordinary		
07-May-25	UBS AG London Branch	Sell	28,239	(752)	Ordinary		
07-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(4)	Swaps		
07-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,720)	Swaps		
07-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(376)	Swaps		
07-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(445)	Swaps		
07-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	48	Swaps		
07-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	76	Swaps		
08-May-25	UBS Securities Australia Ltd	Stock returned	N/A	(2,982)	Ordinary		
08-May-25	UBS Securities Australia Ltd	Stock returned	N/A	(6,000)	Ordinary		
08-May-25	UBS Switzerland AG	Stock borrowed	N/A	4,499	Ordinary		
08-May-25	UBS Switzerland AG	Stock borrowed	N/A	16,223	Ordinary		
08-May-25	UBS Switzerland AG	Stock returned	N/A	(11,724)	Ordinary		
08-May-25	UBS Switzerland AG	Stock returned	N/A	(4,499)	Ordinary		
08-May-25	UBS Switzerland AG	Stock returned	N/A	(16,223)	Ordinary		
08-May-25	UBS AG London Branch	Buy	22,083	585	Ordinary		
08-May-25	UBS AG London Branch	Buy	242,575	6,414	Ordinary		
08-May-25	UBS AG London Branch	Sell	138,394	(3,652)	Ordinary		
08-May-25	UBS AG London Branch	Buy	43,059	1,140	Ordinary		
08-May-25	UBS AG London Branch	Sell	140,684	(3,714)	Ordinary		
08-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1)	Swaps		
08-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(961)	Swaps		
08-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(251)	Swaps		
08-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(446)	Swaps		
09-May-25	UBS Asset Management	Sell	83,735	(2,153)	Ordinary		
09-May-25	UBS AG London Branch	Sell	18,197	(469)	Ordinary		
09-May-25	UBS AG London Branch	Buy	221,243	5,789	Ordinary		
09-May-25	UBS AG London Branch	Sell	591,414	(15,267)	Ordinary		
09-May-25	UBS AG London Branch	Buy	193,609	5,066	Ordinary		
09-May-25	UBS AG London Branch	Sell	97,779	(2,529)	Ordinary		
09-May-25	UBS AG London Branch	Buy	199,146	5,137	Ordinary		
09-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(2)	Swaps		
09-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(617)	Swaps		
09-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(91)	Swaps		
09-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(78)	Swaps		
09-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(124)	Swaps		
12-May-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary		
12-May-25	UBS Switzerland AG	Stock borrowed	N/A	28,522	Ordinary		
12-May-25	UBS Switzerland AG	Stock borrowed	N/A	43,769	Ordinary		
12-May-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
12-May-25	UBS Switzerland AG	Stock returned	N/A	(28,522)	Ordinary		
12-May-25	UBS Switzerland AG	Stock returned	N/A	(42,560)	Ordinary		
12-May-25	UBS AG London Branch	Buy	96,649	2,473	Ordinary		
12-May-25	UBS AG London Branch	Sell	232,465	(5,964)	Ordinary		
12-May-25	UBS AG London Branch	Buy	18,404	472	Ordinary		
12-May-25	UBS AG London Branch	Sell	118,072	(3,010)	Ordinary		
12-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(12)	Swaps		
13-May-25	UBS Switzerland AG	Stock borrowed	N/A	5,010	Ordinary		
13-May-25	UBS Switzerland AG	Stock borrowed	N/A	3	Ordinary		
13-May-25	UBS AG London Branch	Buy	148,406	3,802	Ordinary		
13-May-25	UBS AG London Branch	Sell	62,152	(1,576)	Ordinary		
13-May-25	UBS AG London Branch	Sell	343,048	(8,773)	Ordinary		
13-May-25	UBS AG London Branch	Buy	266,505	6,797	Ordinary		
13-May-25	UBS AG London Branch	Sell	77,325	(1,976)	Ordinary		
13-May-25	UBS AG London Branch	Buy	13,526	344	Ordinary		
13-May-25	UBS AG London Branch	Sell	18,969	(486)	Ordinary		
13-May-25	UBS AG London Branch	Sell	36,539	(941)	Ordinary		
13-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(16)	Swaps		
13-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(348)	Swaps		
13-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(92)	Swaps		
13-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(155)	Swaps		
13-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	29	Swaps		
13-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(20)	Swaps		
13-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	48	Swaps		

13-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(34)	Swaps		
13-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(9)	Swaps		
13-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(14)	Swaps		
14-May-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary		
14-May-25	UBS Switzerland AG	Stock borrowed	N/A	2	Ordinary		
14-May-25	UBS Switzerland AG	Stock borrowed	N/A	5	Ordinary		
14-May-25	UBS Switzerland AG	Stock returned	N/A	(1,209)	Ordinary		
14-May-25	UBS Switzerland AG	Stock returned	N/A	(5,009)	Ordinary		
14-May-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
14-May-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
14-May-25	UBS Switzerland AG	Stock returned	N/A	(2)	Ordinary		
14-May-25	UBS AG London Branch	Sell	2,571	(65)	Ordinary		
14-May-25	UBS AG London Branch	Buy	104,064	2,654	Ordinary		
14-May-25	UBS AG London Branch	Sell	407,068	(10,297)	Ordinary		
14-May-25	UBS AG London Branch	Buy	24,959	640	Ordinary		
14-May-25	UBS AG London Branch	Sell	118,246	(3,000)	Ordinary		
14-May-25	UBS AG London Branch	Sell	25,670	(649)	Ordinary		
14-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(11)	Swaps		
14-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	378	Swaps		
14-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(3,539)	Swaps		
14-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(930)	Swaps		
14-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,612)	Swaps		
15-May-25	UBS Switzerland AG	Stock borrowed	N/A	41,603	Ordinary		
15-May-25	UBS Switzerland AG	Stock borrowed	N/A	152	Ordinary		
15-May-25	UBS Switzerland AG	Stock borrowed	N/A	15	Ordinary		
15-May-25	UBS Switzerland AG	Stock borrowed	N/A	41,603	Ordinary		
15-May-25	UBS Switzerland AG	Stock returned	N/A	(5)	Ordinary		
15-May-25	UBS Switzerland AG	Stock returned	N/A	(41,603)	Ordinary		
15-May-25	UBS Switzerland AG	Stock returned	N/A	(1,652)	Ordinary		
15-May-25	UBS AG London Branch	Sell	90,728	(2,288)	Ordinary		
15-May-25	UBS AG London Branch	Sell	2,106	(53)	Ordinary		
15-May-25	UBS AG London Branch	Buy	164,377	4,157	Ordinary		
15-May-25	UBS AG London Branch	Sell	210,759	(5,327)	Ordinary		
15-May-25	UBS AG London Branch	Buy	60,746	1,540	Ordinary		
15-May-25	UBS AG London Branch	Sell	88,160	(2,223)	Ordinary		
15-May-25	UBS AG London Branch	Sell	244,030	(6,151)	Ordinary		
15-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	185	Swaps		
15-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	303	Swaps		
15-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(2)	Swaps		
15-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	232	Swaps		
15-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1,558)	Swaps		
15-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(412)	Swaps		
16-May-25	UBS Switzerland AG	Stock borrowed	N/A	11,507	Ordinary		
16-May-25	UBS Switzerland AG	Stock borrowed	N/A	4	Ordinary		
16-May-25	UBS Switzerland AG	Stock returned	N/A	(15)	Ordinary		
16-May-25	UBS Switzerland AG	Stock returned	N/A	(327)	Ordinary		
16-May-25	UBS AG London Branch	Buy	2,055	52	Ordinary		
16-May-25	UBS AG London Branch	Buy	188,010	4,764	Ordinary		
16-May-25	UBS AG London Branch	Sell	292,042	(7,392)	Ordinary		
16-May-25	UBS AG London Branch	Sell	56,847	(1,440)	Ordinary		
16-May-25	UBS AG London Branch	Sell	33,633	(851)	Ordinary		
16-May-25	UBS AG London Branch	Buy	47,839	1,209	Ordinary		
16-May-25	UBS AG London Branch	Sell	118,372	(2,987)	Ordinary		
19-May-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary		
19-May-25	UBS Switzerland AG	Stock borrowed	N/A	327	Ordinary		
19-May-25	UBS Switzerland AG	Stock returned	N/A	(11,507)	Ordinary		
19-May-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
19-May-25	UBS Switzerland AG	Stock returned	N/A	(3)	Ordinary		
19-May-25	UBS AG London Branch	Sell	1,751	(45)	Ordinary		
19-May-25	UBS AG London Branch	Buy	126,741	3,235	Ordinary		
19-May-25	UBS AG London Branch	Sell	95,421	(2,445)	Ordinary		
19-May-25	UBS Fund Management (Switzerland) AG	Transfer out	N/A	(3,605)	Ordinary		
19-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(211)	Swaps		
19-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(56)	Swaps		
19-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(96)	Swaps		
20-May-25	UBS Asset Management	Sell	13,877	(384)	Ordinary		
20-May-25	UBS Switzerland AG	Stock borrowed	N/A	2	Ordinary		
20-May-25	UBS Switzerland AG	Stock borrowed	N/A	1	Ordinary		
20-May-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary		
20-May-25	UBS AG London Branch	Sell	2,616	(67)	Ordinary		
20-May-25	UBS AG London Branch	Sell	703	(18)	Ordinary		
20-May-25	UBS AG London Branch	Sell	1,758	(45)	Ordinary		

20-May-25	UBS AG London Branch	Buy	210,475	5,377	Ordinary			
20-May-25	UBS AG London Branch	Sell	110,075	(2,795)	Ordinary			
20-May-25	UBS AG London Branch	Buy	2,711	69	Ordinary			
20-May-25	UBS AG London Branch	Sell	1,544	(39)	Ordinary			
20-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	(1)	Swaps			
20-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	4,801	Swaps			
20-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	1,313	Swaps			
20-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	2,199	Swaps			
21-May-25	UBS Switzerland AG	Stock borrowed	N/A	11,714	Ordinary			
21-May-25	UBS Switzerland AG	Stock borrowed	N/A	6,721	Ordinary			
21-May-25	UBS Switzerland AG	Stock borrowed	N/A	17,737	Ordinary			
21-May-25	UBS Switzerland AG	Stock borrowed	N/A	3	Ordinary			
21-May-25	UBS Switzerland AG	Stock returned	N/A	(327)	Ordinary			
21-May-25	UBS Switzerland AG	Stock returned	N/A	(2)	Ordinary			
21-May-25	UBS Switzerland AG	Stock returned	N/A	(1)	Ordinary			
21-May-25	UBS Switzerland AG	Stock returned	N/A	(11,714)	Ordinary			
21-May-25	UBS Switzerland AG	Stock returned	N/A	(3,263)	Ordinary			
21-May-25	UBS Switzerland AG	Stock returned	N/A	(17,737)	Ordinary			
21-May-25	UBS AG London Branch	Buy	2,986	76	Ordinary			
21-May-25	UBS AG London Branch	Buy	144,091	3,670	Ordinary			
21-May-25	UBS AG London Branch	Sell	1,885	(48)	Ordinary			
21-May-25	UBS AG London Branch	Buy	342,239	8,746	Ordinary			
21-May-25	UBS AG London Branch	Sell	113,414	(2,905)	Ordinary			
21-May-25	UBS AG London Branch	Buy	167,234	4,275	Ordinary			
21-May-25	UBS AG London Branch	Sell	94,520	(2,409)	Ordinary			
21-May-25	UBS AG London Branch	Buy	19,983	510	Ordinary			
21-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(31)	Swaps			
21-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	(50)	Swaps			
22-May-25	UBS Switzerland AG	Stock borrowed	N/A	15	Ordinary			
22-May-25	UBS Switzerland AG	Stock borrowed	N/A	6	Ordinary			
22-May-25	UBS Switzerland AG	Stock borrowed	N/A	7	Ordinary			
22-May-25	UBS Switzerland AG	Stock returned	N/A	(3)	Ordinary			
22-May-25	UBS Switzerland AG	Stock returned	N/A	(140)	Ordinary			
22-May-25	UBS Switzerland AG	Stock returned	N/A	(502)	Ordinary			
22-May-25	UBS Switzerland AG	Stock returned	N/A	(3)	Ordinary			
22-May-25	UBS AG London Branch	Sell	1,934	(50)	Ordinary			
22-May-25	UBS AG London Branch	Buy	194,928	5,022	Ordinary			
22-May-25	UBS AG London Branch	Sell	95,099	(2,442)	Ordinary			
22-May-25	UBS AG London Branch	Buy	1,198	31	Ordinary			
22-May-25	UBS AG London Branch	Sell	75,092	(1,921)	Ordinary			
23-May-25	UBS Switzerland AG	Stock borrowed	N/A	98,500	Ordinary			
23-May-25	UBS Switzerland AG	Stock borrowed	N/A	9,149	Ordinary			
23-May-25	UBS Switzerland AG	Stock borrowed	N/A	256,920	Ordinary			
23-May-25	UBS Switzerland AG	Stock borrowed	N/A	256,920	Ordinary			
23-May-25	UBS Switzerland AG	Stock returned	N/A	(2,021)	Ordinary			
23-May-25	UBS Switzerland AG	Stock returned	N/A	(15)	Ordinary			
23-May-25	UBS Switzerland AG	Stock returned	N/A	(6)	Ordinary			
23-May-25	UBS Switzerland AG	Stock returned	N/A	(7)	Ordinary			
23-May-25	UBS Switzerland AG	Stock returned	N/A	(7,000)	Ordinary			
23-May-25	UBS AG London Branch	Sell	1,622	(42)	Ordinary			
23-May-25	UBS AG London Branch	Buy	191,830	4,965	Ordinary			
23-May-25	UBS AG London Branch	Sell	69,314	(1,790)	Ordinary			
23-May-25	UBS AG London Branch	Sell	16,956	(439)	Ordinary			
23-May-25	UBS AG London Branch	Buy	27,925	724	Ordinary			
23-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	26	Swaps			
23-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	43	Swaps			
23-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	11,797	Swaps			
23-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	2,403	Swaps			
23-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A	4,448	Swaps			
26-May-25	UBS Securities Australia Ltd	Stock borrowed	N/A	25,000	Ordinary			
26-May-25	UBS Asset Management	Transfer-Out	N/A	(1,048)	Ordinary			
26-May-25	UBS Switzerland AG	Stock borrowed	N/A	777	Ordinary			
26-May-25	UBS Switzerland AG	Stock borrowed	N/A	4	Ordinary			
26-May-25	UBS Switzerland AG	Stock borrowed	N/A	51,851	Ordinary			
26-May-25	UBS Switzerland AG	Stock borrowed	N/A	12	Ordinary			
26-May-25	UBS Switzerland AG	Stock returned	N/A	(41,130)	Ordinary			
26-May-25	UBS Switzerland AG	Stock returned	N/A	(795)	Ordinary			
26-May-25	UBS Switzerland AG	Stock returned	N/A	(9,149)	Ordinary			
26-May-25	UBS Switzerland AG	Stock returned	N/A	(256,920)	Ordinary			
26-May-25	UBS Switzerland AG	Stock returned	N/A	(256,916)	Ordinary			
26-May-25	UBS Switzerland AG	Stock returned	N/A	(4)	Ordinary			
26-May-25	UBS Switzerland AG	Stock returned	N/A	(777)	Ordinary			

26-May-25	UBS Switzerland AG	Stock returned	N/A		(4)	Ordinary		
26-May-25	UBS AG London Branch	Sell	1,427		(37)	Ordinary		
26-May-25	UBS AG London Branch	Buy	117,911		3,058	Ordinary		
26-May-25	UBS AG London Branch	Sell	49,604		(1,290)	Ordinary		
26-May-25	UBS AG London Branch	Buy	21,187		550	Ordinary		
26-May-25	UBS AG London Branch	Sell	46,072		(1,197)	Ordinary		
26-May-25	UBS Fund Management (Switzerland) AG	Transfer out	N/A		(6,374)	Ordinary		
26-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		50	Swaps		
27-May-25	UBS Switzerland AG	Stock borrowed	N/A		314	Ordinary		
27-May-25	UBS Switzerland AG	Stock borrowed	N/A		10	Ordinary		
27-May-25	UBS Switzerland AG	Stock borrowed	N/A		364	Ordinary		
27-May-25	UBS Switzerland AG	Stock returned	N/A		(12)	Ordinary		
27-May-25	UBS Switzerland AG	Stock returned	N/A		(10)	Ordinary		
27-May-25	UBS AG London Branch	Sell	2,881		(75)	Ordinary		
27-May-25	UBS AG London Branch	Buy	48,845		1,269	Ordinary		
27-May-25	UBS AG London Branch	Sell	38,081		(988)	Ordinary		
27-May-25	UBS AG London Branch	Sell	45,920		(1,192)	Ordinary		
		Sell						
27-May-25	UBS AG London Branch		141,254		(3,669)	Ordinary		
27-May-25	UBS AG London Branch	Buy	54,490		1,413	Ordinary		
27-May-25	UBS AG London Branch	Sell	25,708		(667)	Ordinary		
27-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		172	Swaps		
27-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		285	Swaps		
27-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		85	Swaps		
27-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		162	Swaps		
28-May-25	UBS Switzerland AG	Stock borrowed	N/A		20	Ordinary		
28-May-25	UBS Switzerland AG	Stock borrowed	N/A		91,500	Ordinary		
28-May-25	UBS Switzerland AG	Stock returned	N/A		(146)	Ordinary		
28-May-25	UBS Switzerland AG	Stock returned	N/A		(91,500)	Ordinary		
28-May-25	UBS Switzerland AG	Stock returned	N/A		(4,741)	Ordinary		
28-May-25	UBS Switzerland AG	Stock returned	N/A		(314)	Ordinary		
28-May-25	UBS Switzerland AG	Stock returned	N/A		(364)	Ordinary		
28-May-25	UBS AG London Branch	Buy	287,920		7,405	Ordinary		
28-May-25	UBS AG London Branch	Sell	1,831		(47)	Ordinary		
28-May-25	UBS AG London Branch	Buy	73,301		1,890	Ordinary		
28-May-25	UBS AG London Branch	Sell	170,587		(4,410)	Ordinary		
28-May-25	UBS AG London Branch	Buy	154,765		3,983	Ordinary		
28-May-25	UBS AG London Branch	Sell	41,811		(1,085)	Ordinary		
28-May-25	UBS AG London Branch	Buy	3,906		101	Ordinary		
28-May-25	UBS AG London Branch	Sell	27,782		(717)	Ordinary		
		Sybos Holdings Pte Limited entered into a block trade agreement (the "Agreement") with UBS New Zealand Limited (the "Underwriter") under which Sybos Holdings Pte Limited appointed the Underwriter to manage and underwrite the sale of 26,740,177 ordinary shares in EBO currently held by Sybos for NZ\$949,276,283.50 in aggregate						
28-May-25	UBS New Zealand Limited		949,276,284		26,740,177	Ordinary		
28-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(1,979)	Swaps		
28-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		(413)	Swaps		
28-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		706	Swaps		
28-May-25	UBS Securities Australia Ltd	Enter Into Derivative Contract	N/A		1,353	Swaps		
28-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		62	Swaps		
28-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		101	Swaps		
28-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		35	Swaps		
28-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A		42	Swaps		

28-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	57	Swaps
28-May-25	UBS AG London Branch	Enter Into Derivative Contract	N/A	63	Swaps

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