Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company/registered scheme/notified foreign passport fund name	Ora Banda Mining Limited (**OBM**)
ACN/ARSN/APFRN	100 038 266
NFPFRN (if applicable)	Not applicable

1. Details of substantial holder (1)

Name	Hawke's Point Holdings L.P. (**Hawke's Point**) and each of the other entities listed in Annexure "A" (**Hawke's Point Group Entity**).
ACN/ARSN/APFRN (if applicable)	Not applicable
NFPFRN (if applicable)	Not applicable

There was a change in the interests of the substantial holder on	13/08/2026
The previous notice was given to the company, or the responsible entity for a registered scheme, or the operator of a notified foreign passport fund on	18/11/2025
The previous notice was dated	18/11/2025

2. Previous and present voting power

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

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	388,006,380	20.38%	336,549,353	17.40%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
13 August 2026	Hawke's Point	Sale of ordinary shares by Hawke's Point pursuant to an agreement between Tetragon Partners UK LLP, as investment manager for and on behalf of Hawke's Point Holdings L.P. and J.P. Morgan Securities Australia Limited dated 10 August 2025 (**Block Trade Agreement**), attached as Annexure B.	A$65,750,000	50,000,000 fully paid ordinary shares	50,000,000
13 August 2026	Each Hawke's Point Group Entity	Reduction in relevant interest under s 608(3)(a) and/or s 608(3)(b) of the *Corporations Act 2001* (Cth) resulting from the sale of ordinary shares by Hawke's Point pursuant to the Block Trade Agreement.	Nil.	50,000,000 fully paid ordinary shares	50,000,000
20 November 2025	Hawke's Point	Off-market sale by Hawke's Point to Hawke's Point management personnel (in their individual capacity).	A$1,704,722	1,457,027 fully paid ordinary shares	1,457,027

20 November 2025	Each Hawke's Point Group Entity	Reduction in relevant interest under s 608(3)(a) and/or s 608(3)(b) of the *Corporations Act 2001* (Cth) resulting from the sale of ordinary shares by Hawke's Point as above.	Nil.	1,457,027 fully paid ordinary shares	1,457,027

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Hawke's Point	Citicorp Nominees Pty Limited	Hawke's Point	Relevant interest under s 608(1)(b) and (c) of the *Corporations Act 2001* (Cth), being a relevant interest arising through Hawke's Point having the right to control the voting or disposal of the shares.	336,549,353 fully paid ordinary shares	17.40%
Each Hawke's Point Group Entity	Citicorp Nominees Pty Limited	Hawke's Point	Relevant interest under s 608(3)(a) and/or s 608(3)(b) of the *Corporations Act 2001* (Cth), being a relevant interest held through a body corporate (Hawke's Point) in which the voting power of the relevant Hawke's Point Group Entity is more than 20% or which the relevant Hawke's Point Group Entity controls.	336,549,353 fully paid ordinary shares	17.40%

5. Changes in association

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

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

6. Addresses

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

Name	Address
Hawke's Point and each Hawke's Point Group Entity	c /- Tetragon Partners UK LLP, 4 Sloane Terrace, London, SW1X 9DQ, United Kingdom

Signature

print name	Erik Caspersen	capacity	Authorised Signatory
sign here		date	13/08/26

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The person's votes divided by the total votes in the body corporate, scheme or fund multiplied by 100.

(6) Include details of:

(a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

(7) Details of the consideration must include any and all benefits, money or otherwise, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown'".

(9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure "A" – Hawke's Point Group Entities

This is Annexure "A" of 1 page referred to in the Form 604 (Notice of change of interests of Substantial Holder), signed by me and dated 13 August 2026.

Erik Caspersen
Authorised Signatory, Hawke's Point Holdings L.P.

Hawke's Point Group Entities

Entity	ACN/ARSN
Hawke's Point GP Limited	Not applicable
Hawke's Point Manager L.P	Not applicable
Hawke's Point Holdings I Limited	Not applicable
Tetragon Partners UK LLP	Not applicable
Tetragon Partners US LP	Not applicable
Tetragon Financial Group Limited and each of its related bodies corporate	Not applicable

Annexure "B" – Block Trade Agreement

This is Annexure "B" of 17 pages referred to in the Form 604 (Notice of change of interests of Substantial Holder), signed by me and dated 13 August 2026.

The copy of the document attached to this Annexure B is a true copy of the original.

Erik Caspersen
Authorised Signatory, Hawke's Point Holdings L.P.

Strictly Private and Confidential

Tetragon Partners UK LLP

4 Sloane Terrace, London, United Kingdom SW1X 9DQ

10 August 2026

Sale by Tetragon Partners UK LLP, as investment manager for and on behalf of Hawke's Point Holdings L.P. ("Vendor") of ordinary shares in Ora Banda Mining Ltd (ABN 69 100 038 266) ("Company")

1. The Sale

1.1 **Sale.** The Vendor agrees to sell 50,000,000 fully paid ordinary shares in the Company ("**Sale Securities**") and J.P. Morgan Securities Australia Limited ("**J.P. Morgan**") agrees, on an exclusive basis and subject to the terms of this Agreement, to:

(a) manage the sale of the Sale Securities (the "**Sale**") by procuring purchasers for the Sale Securities at the Sale Price (as determined under clause 1.2). Purchasers may include J.P. Morgan's related bodies corporate and Affiliates and may be determined by J.P. Morgan in its discretion; and

(b) underwrite and guarantee the sale of any Sale Securities by:

(i) purchasing, itself or through one or more of its Affiliates, those Sale Securities not taken up by purchasers under clause 1.1(a) ("**Shortfall Securities**") at the Sale Price (as determined under clause 1.2); or

(ii) selling as agent for the Vendor in the ordinary course of its business, the Agency Securities (as defined in clause 2.2) and indemnifying the Vendor for any shortfall between the actual price received for each Agency Security sold (if any) and the Sale Price.

1.2 **Sale price.** The sale price for the Sale Securities will be A$1.315 per Sale Security ("**Sale Price**").

1.3 **Timetable.** The parties agree to conduct the Sale in accordance with the timetable in Schedule 1 ("**Timetable**") of this Agreement (unless the parties consent in writing to a variation).

1.4 **Manner of sale.** The Sale will be conducted by J.P. Morgan by way of an offer only to persons that J.P. Morgan reasonably believes:

(a) if in Australia, are persons who do not need disclosure under Part 6D.2 or Part 7.9 of the *Corporations Act 2001 (Cth)* ("**Corporations Act**");

(b) if in the United States, are dealers or other professional fiduciaries organised, incorporated in the United States that are acting for an 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 Securities Act), for which they have and are exercising investment discretion (within the meaning of Rule 902(k)(2)(i)) in reliance on Regulation S under the US Securities Act ("**Regulation S**");

(c) if outside Australia , are persons 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 the Vendor, in its sole and absolute discretion, is willing to comply), as determined by J.P. Morgan; and

(d) in each case of (a) and (c) above, are persons that are not in the United States, in "offshore transactions", as defined and in reliance on Regulation S.

1.5 **Confirmations.** Any person that purchases Sale Securities will be required to confirm, including through deemed representations and warranties, among other things:

(a) its status as a person who meets the requirements of clause 1.4; and

(b) its compliance with all relevant laws and regulations in respect of the Sale (including the takeover and insider trading provisions of the Corporations Act and the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* ("**FATA**")).

1.6 **Account Opening**. Unless the Vendor has opened an account with the Lead Manager or an Affiliate of the Lead Manager prior to the date of this Agreement, on the date of this Agreement, J.P. Morgan or its Affiliate will (where relevant) open an account in the name of the Vendor in accordance with its usual practice and do all such things as necessary to enable it to act as broker to sell the Sale Securities at the Sale Price, in accordance with this Agreement.

2 Principal Securities

2.1 **Principal Securities to be purchased by J.P. Morgan.** Notwithstanding anything else in this Agreement, the number of Sale Securities which must be purchased by J.P. Morgan under the terms of this Agreement ("**Principal Securities**") will be the lesser of:

(a) the Shortfall Securities; and

(b) the maximum number of Sale Securities that can be sold to J.P. Morgan without:

(i) J.P. Morgan or any of its associates (as defined in the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* ("**FATA**")) being obliged to notify the Treasurer of Australia under section 81 of the FATA; or

(ii) J.P. Morgan or any of its associates (as defined in the Corporations Act) breaching section 606 of the Corporations Act.

2.2 **Sale of Agency Securities and loan of Advance Amount.** If the number of Principal Securities is less than the number of Shortfall Securities, such difference to be referred to in this Agreement as the "**Agency Securities**", then J.P. Morgan shall advise the Vendor of the number of Agency Securities and:

(a) J.P. Morgan must still comply with its obligations to pay the Vendor the Sale Proceeds referred to in clause 3.2, but the amount that is equal to the number of Agency Securities multiplied by the Sale Price ("**Advance Amount**") will be provided to the Vendor as an interest free loan; and

(b) J.P. Morgan will not itself purchase the Agency Securities but the Vendor will retain the Agency Securities and J.P. Morgan is instead specifically instructed by the Vendor to sell, as agent for the Vendor in the ordinary course of J.P. Morgan's business, the Agency Securities prior to 7:00pm on the date that is 7 days after the Settlement Date ("**End Date**").

2.3 **Indemnity for Agency Securities.** J.P. Morgan must indemnify the Vendor for any shortfall between the actual price received for each Agency Security sold (if any) as agent and the Sale Price. Any such indemnified amount is to be paid by J.P. Morgan to the Vendor by 3:00pm on the Agency Settlement Date for that Agency Security pursuant to clause 2.5.

2.4 **Repayment of Advance Amount.** The Vendor is only required to repay the Advance Amount from and to the extent it receives or is entitled to receive proceeds from the sale of the Agency Securities, and any amount payable under the indemnity relating to the Agency Security pursuant to clause2.3. The outstanding Advance Amount will not be repayable in any circumstance in respect of the Agency Securities not sold by the End Date and the agency will terminate at that time or at such earlier time when all the Agency Securities are sold. If the Vendor receives a dividend or other distribution on an Agency Security prior to the End Date, where that dividend or distribution was announced after the Agency Settlement Date for that Agency Security, then the Vendor must pay the after-tax amount of the receipt to J.P. Morgan in reduction of the Advance Amount applicable to that Agency Security.

2.5 **Settlement of Agency Securities.** Settlement of the sale of any Agency Security is to follow on a T+2 basis with T being the trade date for that Agency Security, in accordance with the ASX Settlement Operating Rules (an "**Agency Settlement Date**"). The Vendor agrees to deliver the Agency Securities to J.P. Morgan in order to facilitate the settlement of those sales on that basis. J.P. Morgan is entitled to apply, by way of set-off, the proceeds from the sale of any Agency Securities and any indemnified amount payable under clause 2.3 against the Advance Amount, immediately upon J.P. Morgan's receipt of those proceeds.

2.6 **Acknowledgement of agency.** The parties acknowledge that neither J.P. Morgan nor its Affiliates acquires any interest (including any "relevant interest" for the purposes of the Corporations Act or "interest in a security" for the purposes of FATA) in, or rights in respect of, any Agency Securities (whether by way of security or otherwise) except as agent for the sale of Agency Securities.

3. Settlement of Sale Securities

3.1. **Sale and Settlement Date.** J.P. Morgan must procure that, subject to clause 2, the Sale is effected on the Trade Date (as defined in the Timetable) by way of one or more special crossings in accordance with the ASX Settlement Operating Rules and ASX Operating Rules, at the Sale Price, with settlement to follow on a T+2 basis ("**Settlement Date**").

3.2. **Payment.** Subject to clause 6, by 3:00pm (Sydney time) on the Settlement Date, J.P. Morgan must pay or procure the payment to the Vendor an amount equal to the Sale Price multiplied by the number of Sale Securities, less any fees payable to J. P. Morgan pursuant to clause 4 (together with any GST payable on those fees) and less the Nominated CGT Withholding Amount (as may be adjusted in accordance with Schedule 2) by transfer to the Vendor's account for value (in cleared funds) against (subject to clause 2.2) delivery of the Sale Securities (together, **"Sale Proceeds"**) .

3.3. **Delivery of Sale Securities.** Vendor agrees to instruct its custodian to deliver the Sale Securities held by its custodian on its behalf to J.P. Morgan or as J.P. Morgan directs.

3.4. **Interest in purchased Sale Securities.** If J.P. Morgan is required to or does purchase any Sale Securities, the Vendor specifically consents and acknowledges that J.P. Morgan will be acting as principal and not as agent in relation to its purchase of the Sale Securities.

3.5. **Obligations cease**. J.P. Morgan's obligations under this Agreement cease on payment of the Sale Proceeds to the Vendor in accordance with clause 3.2 or, where there are Agency Securities, the End Date.

4. Fees and costs

4.1. In consideration of performing its obligations under this Agreement, J.P. Morgan shall be entitled to such fees as agreed between J.P. Morgan and the Vendor.

4.2. The parties must each bear their own legal costs (if any) and their other out-of-pocket expenses (if any) in connection with this Agreement and the transactions contemplated by it.

5. Representations, warranties and undertakings

5.1. **Representations, warranties and undertakings of the Vendor.** The Vendor represents, warrants and undertakes to J.P. Morgan that as at the date of this Agreement and at all times until and including the Settlement Date (or in the case where clause 2.2 applies, 2 Business Days after the End Date), that:

(a) **(body corporate)** the Vendor is a body corporate validly existing and duly established under the laws of its place of incorporation;

(b) **(capacity and authority)** the Vendor has the full legal capacity, corporate authority and power to enter into this Agreement and carry out the transactions contemplated by this Agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or be offered for purchase the Sale Securities, or any of them;

(c) **(agreement effective)** this Agreement constitutes the Vendor's legal, valid and binding obligations, enforceable against it in accordance with its terms;

(d) (**control**) the Vendor does not control the Company. In this clause (d) "control" has the meaning given in section 50AA of the Corporations Act;

(e) **(ownership)** the Vendor is the beneficial owner of the Sale Securities (with legal title held by Citicorp Nominees Pty Ltd);

(f) **(no encumbrances)** the Vendor will procure the transfer, in accordance with the terms of this Agreement, the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to the registration of the transferee(s) in the register of shareholders of the Company;

(g) **(ranking of Sale Securities)** the Sale Securities rank equally with all other fully paid ordinary shares in the Company for all dividends, distributions, rights and other benefits in accordance with the Company's constitution and may be offered for sale on the financial market operated by ASX without disclosure to investors under Chapter 6D or Part 7.9 of the Corporations Act;

(h) (**quotation of Sale Securities**) the Sale Securities are quoted on the financial market operated by the ASX;

(i) **(information provided)** to the best of the Vendor’s knowledge after due and proper enquiry, all information provided by the Vendor to J.P. Morgan, whether verbally or in writing, in relation to the Sale, is true and correct in all material respects, contains no omissions and is not misleading or deceptive whether by omission or otherwise;

(j) **(compliance with constitution, laws, rules, regulations and agreements)** in relation to the Sale and the performance of its obligations under this Agreement, the Vendor has complied with and will comply with the Company's constitution, its constitution, all applicable obligations under the Corporations Act, the ASX Listing Rules, FATA, any legally binding requirement of ASIC or ASX and all other applicable laws, rules and regulations and any agreements or instruments binding on it;

(k) **(inside information)** at the time of execution of this agreement by the Vendor, the Vendor does not possess any “inside information” (as that term is defined in section 1042A of the Corporations Act) in relation to the Company or the Sale Securities, except information relating to the Sale. The Sale will not result in a contravention by the Vendor (or its Affiliates) of Division 3 of Part 7.10 of the Corporations Act;

(l) **(with respect to US securities law):**

(i) (**foreign private issuer**) to the Vendor's knowledge, the Company is a "foreign private issuer" (as defined in Rule 405 under the US Securities Act);

(ii) (**no substantial U.S. market interest**) to the Vendor's knowledge, there is no "substantial US market interest" (as defined in Regulation S) in the Sale Securities or any securities of the same class;

(iii) (**no directed selling efforts in the United States**) neither the Vendor nor any of its Affiliates or any person acting on behalf of any of them (other than J.P. Morgan or its Affiliates or any person acting on behalf of any of them, as to whom the Vendor makes no representation) has engaged or will engage in any “directed selling efforts” (as defined in Regulation S);

(m) **(no stabilisation or manipulation)** none of the Vendor or any of its Affiliates, or any person acting on behalf of any of them (other than J.P. Morgan or its Affiliates or any person acting on behalf of any of them, as to whom the Vendor makes no representation), has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilization or manipulation of the price of the securities of the Company in violation of any applicable law;

(n) **(compliance with sanctions)** none of the Vendor nor any of its directors, officers or subsidiaries nor, to the best knowledge of the Vendor, any employee, agent, or Affiliate of the Vendor or other person acting on behalf of the Vendor or any of its subsidiaries is currently subject or the target of any sanctions administered or enforced by the U.S. Government, (including. without limitation, the Office of Foreign Assets Control of the US Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person”), the United Nations Security Council, the European Union, His Majesty’s Treasury, any similar Australian sanctions administered by the Commonwealth of Australia or other relevant sanctions authority (collectively, “**Sanctions**”), nor is the Vendor or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions (each, a “**Sanctioned Country**”) and the Vendor will not directly or indirectly use the Sale Proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in a manner that would result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions;

(o) **(compliance with anti-money laundering laws)** the operations of the Vendor and its subsidiaries are and have been conducted at all times in all material respects in compliance with all applicable money laundering statutes of Australia and all other applicable jurisdictions where the Vendor, the Company or any of their respective subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the "**Money Laundering Laws**") to the extent that they apply to the Vendor and its subsidiaries and no action, suit or proceeding by or before any court or governmental authority or body or any arbitrator involving the Vendor or any of its subsidiaries or, to the best knowledge of the Vendor, involving the Company or any of its subsidiaries, with respect to the Money Laundering Laws is pending or, to the best knowledge of the Vendor, threatened;

(p) **(compliance with anti-bribery laws)** none of the Vendor nor any of its subsidiaries nor any director or officer of the Vendor or any of its subsidiaries nor, to the best knowledge of the Vendor, any employee, agent or Affiliate of the Vendor or other person associated with or acting on behalf of the Vendor or any of its subsidiaries has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorisation of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Vendor and its subsidiaries have instituted, and maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws; and

(q) **(notification of breach)** the Vendor will immediately after becoming aware of such breach notify J.P. Morgan of any breach of any warranty, representation or undertaking given by it under this agreement, any material change affecting any of these warranties, representations or undertakings, or any of these warranties and representations becoming materially untrue or materially incorrect.

5.2. **Representations and warranties of J.P. Morgan.** J.P. Morgan represents and warrants to the Vendor that at the date of this Agreement and at all times until the Settlement Date (or in the case where clause 2.2 applies in respect of J.P. Morgan, 2 Business Days after the End Date), each of the following statements is true and accurate and not misleading in any way:

(a) **(body corporate)** it is a body corporate validly existing and duly established under the laws of its place of incorporation;

(b) **(capacity and authority)** it has the full legal capacity, corporate authority and power to enter into this Agreement and carry out the transactions contemplated by this Agreement;

(c) **(agreement effective)** this Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

(d) **(licences)** it holds all licences, permits and authorities necessary for it to fulfil its obligations under this agreement;

(e) **(no stabilisation or manipulation)** neither it 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 Securities in violation of any applicable law;

(f) **(US offer restrictions)** it acknowledges and agrees that the offer and sale of the Sale Securities have not been, and will not be, registered under the US Securities Act and that the Sale Securities may only be offered or sold in "offshore transactions" in accordance with Regulation S;

(g) **(no directed selling efforts in the United States)** neither it nor any of its Affiliates or any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" (as that term is defined in Regulation S); and

(h) **(notification of breach)** J.P. Morgan will immediately notify the Vendor of any breach of any warranty or representation given by it under this Agreement, any material change affecting any of these warranties and representations, or any of these warranties and representations becoming materially untrue or materially incorrect.

5.3. **Reliance.** Each party giving a representation and warranty and undertaking acknowledges that the other party has relied on the representations, warranties and undertakings in this clause 5 in entering into this Agreement and will continue to rely on these representations, warranties and undertakings in performing its obligations under this Agreement. The representations, warranties and undertakings in this clause 5 continue in full force and effect notwithstanding completion of this Agreement.

5.4. **Disclosure to potential purchasers.** The Vendor authorises J.P. Morgan to notify potential purchasers of the Sale Securities that the Vendor has made the representations, warranties and undertakings contained in clause 5.1 of this Agreement and also authorises J.P. Morgan to disclose the identity of the Vendor to potential purchasers.

6. Termination

6.1. If any of the following events occurs during the "**Risk Period**" (as defined in clause 6.4), then J.P. Morgan may terminate its obligations under this Agreement without cost or liability to itself at any time before the expiry of the Risk Period by giving written notice to the Vendor:

(a) **ASX actions**. ASX does any of the following:

(i) announces or makes a statement to any person that the Company will be removed from the official list of ASX or securities in the same class as the Sale Securities will be suspended from quotation, other than any announcement by ASX of a trading halt made in accordance with the Timetable or otherwise with the agreement of J.P. Morgan;

(ii) removes the Company from the official list of ASX; or

(iii) suspends the trading of same class of securities as the Sale Securities for any period of time, other than any trading halt made in accordance with the Timetable or otherwise with the agreement of J.P. Morgan.

(b) **ASIC inquiry into Sale**. ASIC issues or threatens to issue proceedings in relation to the Sale or commences, or threatens to commence any inquiry in relation to the Sale.

(c) **Other termination events**. Subject to clause 6.2, any of the following occurs:

(i) **Banking moratorium**. A general moratorium on commercial banking activities in Australia, United States, Singapore or 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 Vendor fails to observe or perform any of the terms and conditions of this Agreement or any representation or warranty or undertaking given or made by it under this Agreement proves to be, or has been, or becomes, untrue or incorrect.

(iii) **Change in laws**. There is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of the Commonwealth of Australia or any State of Territory of Australia a new law, or the Government of Australia, any State or Territory of Australia, or any Minister or other government authority in Australia or any State or Territory of Australia, adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced before the date of this Agreement).

(iv) **Markets**. Trading in all securities quoted or listed on ASX, the Hong Kong Stock Exchange, the London Stock Exchange, the Singapore Stock Exchange or the New York Stock Exchange is suspended or there is a material limitation of trading in those exchanges.

(v) **Hostilities**. Hostilities not existing at the date of this Agreement commence (whether war has been declared or not) or an escalation in existing hostilities occurs (whether war has been declared or not) involving any one or more of Australia, the United States of America, or the United Kingdom.

6.2. No event listed in clause 6.1(c) entitles J.P. Morgan to exercise its termination rights unless, in the reasonable opinion of J.P. Morgan, it:

(a) has, or could reasonably be expected to have, a material adverse effect on:

(i) the willingness of persons to purchase Sale Securities; or

(ii) the price at which securities in the same class as Sale Securities are sold on the ASX; or

(b) gives rise to, or could be expected to give rise to, a contravention by, or liability of, J.P. Morgan under the Corporations Act or any other applicable law.

6.3. Where, in accordance with this clause 6, J.P. Morgan terminates its obligations under this Agreement:

(a) the obligations of J.P. Morgan under this Agreement immediately end; and

(b) any entitlements of J.P. Morgan accrued under this Agreement, including the right to be indemnified, up to the date of termination survive.

6.4. For the purposes of this clause, the "Risk Period" means the period commencing on the execution of this Agreement and ending at the time of the special crossing referred to in clause 3.1 or where there is more than one special crossing under clause 3.1, at the time of the special crossing relating to the last of the Sale Securities to be transferred.

7. Indemnity and limitation of liability

7.1. The Vendor indemnifies each of J.P. Morgan and other J.P. Morgan Persons (as defined below) and will keep each J.P. Morgan Person indemnified from and against all Liabilities (as defined below) sustained or incurred by a J.P. Morgan Person as a result of, directly or indirectly, or in connection with, the Sale or any breach by the Vendor of this Agreement.

7.2. The indemnity in the preceding clause does not extend to and is not to be taken as an indemnity against (i) any Liabilities of a J.P. Morgan Person to the extent to which any Liability is finally determined by a court of competent jurisdiction, to (1) have resulted directly from J.P. Morgan's or J.P. Morgan Persons' fraud, recklessness, wilful misconduct or gross negligence in performing its obligations hereunder (2) have resulted from any penalty or fine which J.P. Morgan or the J.P. Morgan Person is required to pay for any contravention of law; and (3) represent an amount in respect of which this indemnity would be illegal, void or unenforceable under any applicable law; and (ii) any Liabilities suffered by a J.P. Morgan Person to the extent that the Liabilities relate to any amount the J.P. Morgan Person must pay under clause 1.1(b), including any Liabilities on resale of the Shortfall Securities

7.3. Subject to clause 7.4, the parties agree that if for any reason the indemnity in clause 7.1 is unavailable or insufficient to hold harmless any J.P. Morgan Person against any Liabilities against which the J.P. Morgan Person is stated to be indemnified (other than expressly excluded), the respective proportional contribution of the Vendor and the J.P. Morgan Persons in relation to the relevant Liabilities will be as agreed, or failing agreement as determined by a court of competent jurisdiction.

7.4. The Vendor agrees with each of the J.P. Morgan Persons that in no event will the J.P. Morgan Persons be required to contribute under clause 7.3 any Liabilities, in aggregate, in an amount that exceeds the aggregate of the fees paid to J.P. Morgan under this agreement.

7.5. If a J.P. Morgan Person pays an amount in relation to Liabilities where it is entitled to contribution from the Vendor under clause 7.3, the Vendor agrees promptly to reimburse the J.P. Morgan Person for that amount.

7.6. 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 J.P. Morgan to incur expense or make payment before enforcing that indemnity.

7.7. The Vendor agrees that, except to the extent that the Liabilities are incurred as a result of any of the matters listed in clause 7.2, no claim may be made against any J.P. Morgan Person and the Vendor unconditionally and irrevocably releases and discharges each J.P. Morgan Person from any claim that may be made by it to recover from the J.P. Morgan Person any Liabilities suffered or incurred by the Vendor arising directly or indirectly as a result of or in connection with the participation of that J.P. Morgan Person in the Sale. The Vendor further agrees that no claim may be made by it against any officer, employee, adviser or agent of J.P. Morgan or any officer, employee, adviser or agent of a related body corporate of J.P. Morgan (together, the "**Released Parties**"), and the Vendor unconditionally and irrevocably releases and discharges each Released Party from any claim that may be made by them, to recover from any Released Party any Liability incurred or sustained by the Vendor arising directly or indirectly as a result of the participation of that Released Party in the Sale.

7.8. Each of the Vendor and J.P. Morgan must not settle any action, demand or claim to which the indemnity in clause 7.1 relates without the prior written consent of the Vendor, or J.P. Morgan (as applicable), such consent not to be unreasonably withheld.

7.9. The Vendor agrees that J.P. Morgan holds the benefits of clause 7 for itself and on trust for each of the other J.P. Morgan Persons.

8. Announcements

8.1. The Vendor and J.P. Morgan will consult each other in respect of any material public releases by any of them concerning the Sale. The prior written consent of J.P. Morgan must be obtained prior to the Vendor making any release or announcement or engaging in publicity in relation to the Sale and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other jurisdiction.

8.2. For the avoidance of doubt, the Vendor acknowledges that J.P. Morgan may, after completion of the special crossing(s) on the Trade Date under clause 3.1, describe or refer to its involvement in the Sale in any pitch, case study, presentation or other similar marketing materials which J.P. Morgan uses as part of its ordinary course investment banking and/or capital markets business, provided that the content is public or otherwise free from restrictions as to its use.

9. Confidentiality

9.1. Each party agrees to keep the terms and subject matter of this Agreement confidential for a period of 12 months after the date of this Agreement, except:

(a) where disclosure is required by applicable law, a legal or regulatory authority or the ASX Listing Rules;

(b) where disclosure is made to an Affiliate of the party or an adviser or to a person who must have access to the information for the purposes of the Agreement, on the basis that the Affiliate, adviser or other person keeps the information confidential; and

(c) where disclosure is reasonably necessary in connection with any actual or potential claim or investigation or judicial or administrative process involving that party in relation to the Sale.

For the avoidance of doubt, nothing in this clause shall prohibit any persons from disclosing information to any governmental, regulatory or self-regulatory organisation.

10. Miscellaneous

10.1. **Entire agreement.** This Agreement, account opening and client documentation completed by the Vendor, any separate agreement relating to fees and J.P. Morgan's Terms of Business as provided to the Vendor ("**Terms**"), constitute the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter. To the extent of any inconsistency between the terms of this Agreement and the Terms, this Agreement prevails.

10.2. **Jurisdiction.** The laws of the state of New South Wales govern this Agreement. Each party agrees to submit to the non-exclusive jurisdiction of the courts of that State, and waives any right to claim that those courts are an inconvenient forum.

10.3. **Continuing obligations.** Each warranty, representation, undertaking and indemnity made in this Agreement is a continuing obligation which continues in full force after the date of the cessation of this Agreement.

10.4. **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.

10.5. **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.

This Agreement may be varied by the parties to it without the approval of any other J.P. Morgan Persons.

10.6. **No merger**. The rights and obligations of the parties will not merge on the termination or expiration of this Agreement. Any provision of this Agreement remaining to be performed or observed by a party (such as any indemnity), or having effect after the termination of this Agreement for whatever reason (such as any representation or warranty or undertaking) remains in full force and effect and is binding on that party.

10.7. **No assignment**. No party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

10.8. **Conflict of interest.** A party's rights and remedies under this Agreement may be exercised even if this involves a conflict of duty or the party has a personal interest in their exercise.

10.9. **Remedies cumulative.** The rights and remedies of a party provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement

10.10. **Notices**. Any notice, approval, consent, agreement, waiver or other communication in connection with this Agreement must be in writing and sent to a party at the address for that party set out in this Agreement, marked for the attention of any individual signing this Agreement on behalf of that party.

10.11. **Interpretation**. In this Agreement:

(a) headings and sub-headings are for convenience only and do not affect interpretation;

(b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(c) a reference to "dollars" and "$" is to Australian currency;

(d) a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, jointly and severally; and

(e) all references to time are to Sydney, New South Wales, Australia time.

10.12. **Definitions**. In this Agreement:

(a) an "**Affiliate**" of any person means any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such 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, policies or activities 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.

(b) "**ASIC**" means the Australian Securities and Investments Commission.

(c) **“ASX”** means ASX Limited and also, as the context requires, the securities market operated by ASX.

(d) "**Business Day**" means a day on which:

a. ASX is open for trading in securities; and

b. banks are open for general banking business in Sydney, Australia.

(e) “**J.P. Morgan Person**” means each of J.P. Morgan, its related bodies corporate and their respective directors, officers, employees, representatives, agents and advisers.

(f) “**Liabilities**” means any losses, claims, demands, damages or liabilities of any kind.

(g) “**related bodies corporate**” has the meaning defined in the Corporations Act.

10.13. **Counterparts.** This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement. A party may sign this Agreement or any counterpart by facsimile or PDF, and the facsimile or PDF shall be accepted as an original.

10.14. **No fiduciary relationship.** The parties acknowledge and agree that (A) this Agreement and the performance of this Agreement, (B) any prior relationship between the parties, or (C) any services provided or representations made by J.P. Morgan to the Vendor in connection with the Sale or otherwise prior to the date of this Agreement, do not represent or imply any fiduciary relationship or any other category of commercial relationship recognised at law or in equity as giving rise to forms of specific rights and obligations, except the contractual rights expressly set out in this Agreement. In providing the services under this Agreement, J.P. Morgan will be acting solely pursuant to a contractual relationship with the Vendor on an arm’s length basis and will not be acting as fiduciary to the Vendor or any other person. By entering into this Agreement the Vendor will be deemed to have provided its informed consent to the exclusion of any such fiduciary relationship or duty.

10.15. **Investment banking activities.** The Vendor acknowledges that J.P. Morgan and its related bodies corporate and Affiliates (“**J.P. Morgan Group**”) comprises a full service securities firm and commercial bank engaged in securities trading and brokerage activities, as well as providing investment banking, asset management, financing, and financial advisory services and other commercial and investment banking products and services to a wide range of companies and individuals. In the ordinary course of these activities, the J.P. Morgan Group and J.P. Morgan Group employees and officers may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities or senior loans or other financial products of the Vendor, the Company or any other party that may be involved in the Sale and the Vendor hereby consents to the J.P. Morgan Group and J.P. Morgan Group employees and officers undertaking such activities (A) without regard to the relationship with the Vendor established by this Agreement, and (B) regardless of any conflict of interest (whether actual, perceived or potential) that may arise as a result of such activity.

10.16. **GST.** The Vendor must pay to J.P. Morgan any goods and services tax, value added tax or other similar tax ("**GST**") payable by J.P. Morgan or an associated entity as a result of a supply made by J.P. Morgan under or in connection with this Agreement. Any fee or other consideration for supplies made under or in connection with this Agreement are agreed to be exclusive of GST unless expressly provided to be inclusive of GST. J.P. Morgan must provide to the Vendor a valid tax invoice as a precondition to payment and any amount payable under this clause must be paid with 7 days of receipt of the tax invoice.

10.17. **Withholding tax.** The provisions of Schedule 2 apply to this Agreement.

10.18. **Recognition of the U.S. Special Resolution Regimes**

(a) In the event that J.P. Morgan becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from J.P. Morgan of this agreement, and any interest and obligation in or under this agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that J.P. Morgan or a BHC Act Affiliate of it becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this agreement that may be exercised against J.P. Morgan are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this agreement were governed by the laws of the United States or a state of the United States.

(c) In this clause 10.18 these capitalised expressions and terms have the following meanings:

(i) **U.S. Special Resolution Regime** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

(ii) **BHC Act Affiliate** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

(iii) **Default Right** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

Yours sincerely

Signed on 10 August 2026

for **J.P. Morgan Securities Australia Limited**

by its authorised representative:

[redacted]

Signature of Authorised Representative

[redacted]

[redacted]

Name (please print)

Accepted for and behalf of Tetragon Partners UK LLP (as investment manager for Hawke's Point Holdings L.P.)

by being signed by its authorised representative**:**

Signed on 10 August 2026

Signature of authorised representative

Erik Caspersen

Name and title of authorised representative (please print)

SCHEDULE 1

Timetable

Event	**Date**
Clause 1.2: Commencement of bookbuild[1]	Monday, 10 August 2026
Clause 1.2: Close of bookbuild	Monday, 10 August 2026
Clause 3.1: Trade Date	Tuesday, 11 August 2026 (T)
Clause 3.1: Settlement Date	Thursday, 13 August 2026 (T + 2)

SCHEDULE 2 – Withholding tax and foreign resident CGT

1. **Obligation to withhold.** If J.P. Morgan, or J.P. Morgan as agent for any purchaser in respect of the Sale, is compelled by any applicable law to deduct any withholding, including pursuant to a Withholding Notice, J.P. Morgan will:

   (a) withhold such amounts or make such payments as are required by applicable law;

   (b) notify the Vendor of the requirement, amount and timing of such withholding or payment;

   (c) provide the Vendor with copies of any available instructions or directions from a governmental authority under which sums are withheld, and any available receipts or other evidence of sums withheld as reasonably required by the Vendor; and

   (d) the Vendor will have no claim against and hereby releases J.P. Morgan from and in respect of any sum of money lawfully withheld pursuant to this clause; and

   (e) the parties will provide such information and documentation as each party may reasonably require for the purposes of the clause.

2. **Foreign resident capital gains tax.**

   (a) This clause 2 does not apply if the Vendor gives to J.P. Morgan, on or before the date that is 2 Business Days before the Settlement Date, a Variation Notice that shows the varied withholding rate is nil.

   (b) Unless clause 2(a) applies, J.P. Morgan will procure that:

      (i) the Nominated CGT Withholding Amount is withheld from the Sale Proceeds payable to the Vendor on the Settlement Date (including from any Advance Amount, with any set-off under clause 2.5 of this Agreement being adjusted accordingly to reflect that this amount is being withheld from the Vendor);

      (ii) on behalf of the purchasers of the Sale Securities under the Sale, the Purchaser Payment Notification Form is completed and the Nominated CGT Withholding Amount is paid to the Commissioner; and

      (iii) as soon as reasonably practicable and no later than 5 Business Days after the Settlement Date, the Vendor is provided with evidence that the Nominated CGT Withholding Amount has been paid to the Commissioner.

   (c) J.P. Morgan may act as agent for the purchasers of the Sale Securities under the Sale in fulfilling the purchasers' legal obligations under the foreign resident CGT withholding provisions, including to facilitate any payment as agent for the purchasers.

   (d) For the purposes of this clause 2:

      (i) all section references are to those provisions of Schedule 1 to the TAA;

(ii) **"CGT Withholding Amount"** means amounts, if any, determined under section 14-200(3) which may be payable to the Commissioner under section 14-200(1) in respect of the Sale Securities that are sold under the Sale;

(iii) **"Commissioner"** means the Commissioner of Taxation of Australia;

(iv) **"Nominated CGT Withholding Amount"** means 15.0% of the gross proceeds raised under the Sale, or any other amount or rate specified in a Variation Notice received by J.P. Morgan from the Vendor at least 2 Business Days before the Settlement Date, less any CGT Withholding Amount withheld by the purchaser(s) of the Sale Securities and not paid to J.P. Morgan;

(v) **"Purchaser Payment Notification Form"** means the 'Foreign Resident Capital Gains Withholding Purchaser Payment Notification Form' on the Australian Taxation Office website (ato.gov.au) in respect of the Sale Securities and the CGT Withholding Amount;

(vi) "**TAA**" means the *Taxation Administration Act 1953* (Cth);

(vii) **"Variation Notice"** means a notice issued by the Commissioner under section 14-235 that applies to the Vendor in respect of the Sale of the Sale Securities; and

(viii) "**Withholding Notice**" means a notice pursuant to section 255 of the *Income Tax Assessment Act 1936* (Cth) or section 260-5 of the TAA.