

Form 604**Corporations Act 2001****Section 671B****Notice of change of interests of substantial holder****To Company Name/Scheme** WHITEHAVEN COAL LTD**ACN/ARSN/ABN** 68 124 425 396**1. Details of substantial holder (1)****Name** JPMorgan Chase & Co. and its affiliates**ACN/ARSN (if applicable)** NA

There was a change in the interests of the substantial holder on 25/07/2022

The previous notice was given to the company on 19/07/2022

The previous notice was dated 15/07/2022

2. Previous and present voting power

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

| Class of securities (4) | Previous notice | | Present notice | |
|-------------------------|-----------------|------------------|----------------|------------------|
| | Person's votes | Voting power (5) | Person's votes | Voting power (5) |
| Ordinary | 84,923,638 | 8.88% | 75,328,247 | 7.88% |

3. Changes in relevant interests

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

| Date of change | Person whose relevant interest changed | Nature of change (6) | Consideration given in relation to change (7) | Class and number of securities affected | Person's votes affected |
|----------------|--|--|---|---|-------------------------|
| See Appendix | J.P. MORGAN SECURITIES PLC | Holder of securities subject to an obligation to return under a securities lending agreement | See Appendix | 7,896,477 (Ordinary) | 7,896,477 (Ordinary) |
| See Appendix | J.P. MORGAN SECURITIES PLC | Rehypothecation of client securities under a Prime Brokerage Agreement | See Appendix | 343,326 (Ordinary) | 343,326 (Ordinary) |
| See Appendix | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Purchase and sales of securities in its capacity as Principal/Proprietary | See Appendix | 2,042,240 (Ordinary) | 2,042,240 (Ordinary) |

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 |
|--|---|--|--|--------------------------------|-----------------------|
| JPMORGAN ASSET MANAGEMENT (ASIA PACIFIC) LIMITED | HSBC International Trustee Limited - Hong Kong | Various Clients and Custodians | In its capacity as investment manager or in various other related capacities | 66,622 (Ordinary) | 66,622 (Ordinary) |
| J.P. MORGAN SECURITIES PLC | JPM Nominees Australia Pty Limited | JPM Nominees Australia Pty Limited | Holder of securities subject to an obligation to return under a securities lending agreement | 103,523 (Ordinary) | 103,523 (Ordinary) |
| J.P. MORGAN SECURITIES PLC | JPM Nominees Australia Pty Limited | J.P. MORGAN SECURITIES PLC | Purchase and sales of securities in its capacity as Principal/Proprietary | 151,629 (Ordinary) | 151,629 (Ordinary) |
| J.P. MORGAN SECURITIES PLC | Citi Australia | Various Clients and Custodians | Rehypothecation of client securities under a Prime Brokerage Agreement | 1,537,549 (Ordinary) | 1,537,549 (Ordinary) |
| J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Ecapital Nominees Pty Ltd | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Purchase and sales of securities in its capacity as Principal/Proprietary | 73,048,883 (Ordinary) | 73,048,883 (Ordinary) |
| J.P. MORGAN PRIME INC. | Citi Australia | Various Clients and Custodians | Rehypothecation of client securities under a Prime Brokerage Agreement | 65,304 (Ordinary) | 65,304 (Ordinary) |
| J.P. MORGAN MARKETS LTD | JPM Nominees Australia Pty Limited | J.P. MORGAN MARKETS LTD | Purchase and sales of securities in its capacity as Principal/Proprietary | 1,883 (Ordinary) | 1,883 (Ordinary) |
| J.P. MORGAN INVESTMENT MANAGEMENT INC. | JPMorgan Chase Bank - London | Various Clients and Custodians | In its capacity as investment manager or in various other related capacities | 227,073 (Ordinary) | 227,073 (Ordinary) |
| J.P. MORGAN INVESTMENT MANAGEMENT INC. | Cibc Mellon Global Securities Services Co Toronto | Various Clients and Custodians | In its capacity as investment manager or in various other related capacities | 73,552 (Ordinary) | 73,552 (Ordinary) |
| J.P. MORGAN INVESTMENT MANAGEMENT INC. | STATE STREET GLOBAL MARKETS LLC | Various Clients and Custodians | In its capacity as investment manager or in various other related capacities | 52,229 (Ordinary) | 52,229 (Ordinary) |

5. Changes in association

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

| Name and ACN/ARSN (if applicable) | Nature of association |
|--|------------------------------------|
| J.P. MORGAN SECURITIES PLC | Subsidiary of JPMorgan Chase & Co. |
| J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Subsidiary of JPMorgan Chase & Co. |

6. Addresses

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

| Name | Address |
|--|--|
| JPMorgan Chase & Co. | 383 Madison Avenue, New York, New York, NY, 10179, United States |
| J.P. MORGAN SECURITIES PLC | 25 Bank Street, Canary Wharf, London, E14 5JP, England |
| J.P. MORGAN SECURITIES AUSTRALIA LIMITED | LEVEL 18, 83-85 CASTLEREAGH STREET, SYDNEY, NSW 2000, Australia |
| J.P. MORGAN PRIME INC. | 383 Madison Avenue, New York, New York, NY, 10179, United States |
| J.P. MORGAN MARKETS LTD | 25 Bank Street, Canary Wharf, London, E14 5JP, England |
| J.P. MORGAN INVESTMENT MANAGEMENT INC. | 383 Madison Avenue, New York, New York, NY, 10179, United States |
| JPMORGAN ASSET MANAGEMENT (ASIA PACIFIC) LIMITED | 21st Floor, Chater House, 8 Connaught Road Central, Hong Kong., Hong Kong, Hong Kong |

Signature

print name Vasim Pathan

capacity Compliance Officer

sign here



date 27/07/2022

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
 - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
 - (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
 - (4) The voting shares of a company constitute one class unless divided into separate classes.
 - (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
 - (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
 - (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included 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.
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| TRADES FOR RELEVANT PERIOD | | | | | | | Appendix |
|-------------------------------------|--|--------------|---------------------|-------------|-------------|-----------------|----------|
| Transaction Date | Entity | Product Type | Type of Transaction | Quantity | Price (AUD) | Consideration | |
| Balance at start of relevant period | | | | 84,923,638 | | | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Adjustment | 1,192,492 | - | \$ - | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 33,053 | 5.93 | \$ 195,907.68 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (257) | 5.07 | \$ 1,302.99 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,156,459 | 5.94 | \$ 6,874,223.59 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 61,603 | 5.90 | \$ 363,571.17 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 35,982 | 5.91 | \$ 212,690.07 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (58,830) | 6.05 | \$ 355,849.85 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (507) | 5.95 | \$ 3,016.65 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (3,653) | 6.04 | \$ 22,080.65 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 5,903 | 5.96 | \$ 35,167.42 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (7,370) | 5.92 | \$ 43,619.12 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (2,318) | 5.91 | \$ 13,709.22 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 11,000 | 5.92 | \$ 65,100.75 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (351) | 5.88 | \$ 2,065.36 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 14,000 | 5.92 | \$ 82,884.76 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,602 | 5.90 | \$ 9,451.80 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (13,681) | 5.90 | \$ 80,717.90 | |
| 18-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 9,612 | 5.90 | \$ 56,710.80 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 8,823 | 6.16 | \$ 54,310.39 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (86,601) | 6.14 | \$ 531,396.47 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (3,947) | 5.90 | \$ 23,287.30 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,197,935 | 6.15 | \$ 7,369,576.33 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (18,334) | 6.14 | \$ 112,543.15 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 110,687 | 6.17 | \$ 682,632.63 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (18,862) | 6.09 | \$ 114,888.40 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 9,437 | 6.18 | \$ 58,323.61 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 34,940 | 6.16 | \$ 215,091.97 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (6,000) | 6.14 | \$ 36,817.76 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 8,782 | 6.19 | \$ 54,336.52 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 5,500 | 6.05 | \$ 33,275.00 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (82,332) | 6.24 | \$ 513,833.27 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (15,104) | 6.09 | \$ 91,933.95 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (2,071) | 6.14 | \$ 12,713.30 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (18,000) | 6.14 | \$ 110,504.29 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 20,487 | 6.12 | \$ 125,467.12 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (298) | 6.18 | \$ 1,841.09 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (7,208) | 6.21 | \$ 44,761.68 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (67,489) | 6.21 | \$ 419,106.69 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 10,892 | 6.21 | \$ 67,639.32 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (3,203) | 6.05 | \$ 19,378.15 | |
| 19-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 49,457 | 5.90 | \$ 291,796.30 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (62,872) | - | \$ - | |
| 20-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (105,168) | - | \$ - | |
| 20-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (135,069) | - | \$ - | |
| 20-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (3,577,000) | - | \$ - | |
| 20-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (1,240,150) | - | \$ - | |
| 20-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (98,639) | - | \$ - | |
| 20-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (2,205,872) | - | \$ - | |
| 20-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (140,948) | - | \$ - | |
| 20-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (53,711) | - | \$ - | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (6,734) | 6.43 | \$ 43,299.62 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (16,640) | 6.43 | \$ 106,995.20 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 2,475 | 6.40 | \$ 15,835.10 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (87,469) | 6.38 | \$ 558,390.46 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,165,228 | 6.39 | \$ 7,449,186.08 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (13,081) | 6.43 | \$ 84,110.83 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 9,794 | 6.35 | \$ 62,202.50 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (20,250) | 6.35 | \$ 128,630.96 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 202 | 6.39 | \$ 1,291.12 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (16,094) | 6.39 | \$ 102,880.69 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (12,000) | 6.39 | \$ 76,650.65 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (34,000) | 6.39 | \$ 217,183.36 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (2,605) | 6.38 | \$ 16,620.77 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (19,000) | 6.39 | \$ 121,371.07 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 27,220 | 6.37 | \$ 173,442.36 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (7,000) | 6.43 | \$ 44,985.00 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 16,019 | 6.43 | \$ 103,002.17 | |
| 20-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | OTC Option | Sell | (6,109,500) | - | \$ - | |
| 21-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (5,928) | - | \$ - | |
| 21-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (271,120) | - | \$ - | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (83,276) | 6.26 | \$ 521,015.88 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 2,652 | 6.22 | \$ 16,484.73 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (23,528) | 6.32 | \$ 148,679.06 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (22,242) | 6.26 | \$ 139,195.46 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 50,100 | 6.15 | \$ 308,050.92 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 4,104 | 6.30 | \$ 25,846.68 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (6,257) | 6.42 | \$ 40,153.44 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 361,097 | 6.22 | \$ 2,244,383.60 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 13,324 | 6.30 | \$ 84,005.29 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (2,289) | 6.27 | \$ 14,345.14 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 8,384 | 6.15 | \$ 51,520.38 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 57,490 | 6.43 | \$ 369,700.02 | |
| 21-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,435 | 6.48 | \$ 9,298.80 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (81,899) | 6.15 | \$ 503,310.30 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (2,393) | 6.14 | \$ 14,693.02 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (50,569) | 6.14 | \$ 310,493.66 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 118,528 | 6.09 | \$ 722,291.26 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 3,000 | 6.03 | \$ 18,090.00 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 14,431 | 6.16 | \$ 88,926.45 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (6,150) | 6.16 | \$ 37,886.66 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 368 | 6.19 | \$ 2,276.44 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 17,722 | 6.16 | \$ 109,223.08 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (3,652) | 6.06 | \$ 22,145.92 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (11,455) | 6.15 | \$ 70,411.27 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (1,131) | 6.14 | \$ 6,948.58 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 5,830 | 6.12 | \$ 35,688.29 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (2,075) | 6.19 | \$ 12,851.07 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (12,495) | 6.14 | \$ 76,719.30 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 233,711 | 6.14 | \$ 1,434,985.54 | |
| 22-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (307,701) | 6.14 | \$ 1,889,284.14 | |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (347,300) | 6.09 | \$ 2,115,057.00 | |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (22,069) | 6.09 | \$ 134,400.21 | |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (7,696) | 6.09 | \$ 46,868.64 | |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (906) | 5.90 | \$ 5,345.40 | |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (201,772) | 6.09 | \$ 1,228,791.48 | |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (9,150) | 6.07 | \$ 55,533.97 | |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 3,024 | 6.06 | \$ 18,326.48 | |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (40,142) | 6.09 | \$ 244,352.38 | |

| TRADES FOR RELEVANT PERIOD | | | | | | | Appendix |
|-----------------------------------|--|--------|---------|------------|------|----|------------|
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (150,117) | 6.10 | \$ | 915,017.91 |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,652 | 6.05 | \$ | 9,994.60 |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (440) | 6.07 | \$ | 2,671.94 |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (5,300) | 6.05 | \$ | 32,041.65 |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 906 | 6.18 | \$ | 5,597.90 |
| 25-Jul-22 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 23,211 | 6.09 | \$ | 141,354.99 |
| 25-Jul-22 | J.P. MORGAN SECURITIES PLC | Equity | On Lend | 343,326 | - | \$ | - |
| Balance at end of relevant period | | | | 75,328,247 | | | |

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

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|--|--|
| Date: | 27-Jul-2022 |
| Company's name: | WHITEHAVEN COAL LTD |
| ISIN: | AU000000WHC8 |
| Date of change of relevant interests: | 25-Jul-2022 |
| Schedule | |
| Type of agreement | Global Master Securities Lending Agreement ("GMSLA") |
| Parties to agreement | Blackrock Advisors (UK) Limited ("lender") and J.P. Morgan Securities plc ("borrower") |
| Transfer date | <u>Settlement Date:</u> 18-Jul-2022 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery. |
| Does the lender have the right to recall early? | Yes. |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

SECOND REVISED 2005 AEJ INTERDEALER MASTER EQUITY DERIVATIVES CONFIRMATION AGREEMENT

This Second Revised 2005 Asia Excluding Japan ("AEJ")¹ Interdealer Master Equity Derivatives Confirmation Agreement (this "Master Confirmation Agreement") is dated as of 1 September 2016 between **JPMORGAN CHASE BANK, N.A.** ("Party A" or "JPMorgan") and **National Australia Bank Limited** ("Party B" or "Counterparty").

The parties wish to facilitate the process of entering into and confirming Equity Derivative Transactions and accordingly agree as follows:

1. Equity Derivatives Definitions. This Master Confirmation Agreement hereby incorporates by reference the 2002 ISDA® Equity Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. (the "Equity Definitions"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Equity Definitions.
2. Confirmation Process. The parties intend to enter into separate equity derivative transactions (each a "Transaction") set out in a Transaction Supplement substantially in the form attached to an Annex specified in Exhibit I hereto (each, a "Transaction Supplement"). The confirmation applicable to each Transaction, which shall constitute a "Confirmation" for the purposes of, and will supplement, form a part of, and be subject to, the ISDA Master Agreement between Party A and Party B dated as of 5th December 2012, as amended and supplemented from time to time (the "Master Agreement"), shall consist of this Master Confirmation Agreement including the relevant form of General Terms Confirmation contained in an Annex specified in Exhibit I hereto (each, a "General Terms Confirmation"), as supplemented by the trade details applicable to such Transaction as set forth in the Transaction Supplement for that Transaction. In the event of any inconsistency between this Master Confirmation Agreement and a General Terms Confirmation, the General Terms Confirmation shall govern for the purpose of the Transactions related to such General Terms Confirmation. In the event of any inconsistency between (i) this Master Confirmation Agreement (including the relevant form of General Terms Confirmation) and a Transaction Supplement and/or (ii) the Equity Definitions and a Transaction Supplement, the Transaction Supplement shall govern for the purpose of the relevant Transaction. The Transaction Supplement shall set forth, at a minimum, all of the relevant information set out in the form of Transaction Supplement attached to the relevant General Terms Confirmation.

Exhibit I hereto may be amended in writing by the parties from time to time.

3. Non-Exclusive. The parties acknowledge and agree that the execution of this Master Confirmation Agreement does not require them to document Transactions in accordance with this Master Confirmation Agreement.

¹ Includes Australia, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Singapore, Taiwan and Thailand, or as negotiated by the parties.

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4. Preparation of Transaction Supplements. Unless otherwise agreed by the parties, the preparation of a Transaction Supplement shall be the responsibility of the Seller.
5. Miscellaneous.
 - (a) Entire Agreement. This Master Confirmation 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 specifically thereto.
 - (b) Amendments. An amendment, modification or waiver in respect of this Master Confirmation 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) Counterparts. This Master Confirmation Agreement and each Transaction Supplement documented hereunder may be executed in counterparts, each of which will be deemed an original.
 - (d) Headings. The headings used in this Master Confirmation Agreement are for convenience of reference only and shall not affect the construction of or be taken into consideration in interpreting this Master Confirmation Agreement.
 - (e) Governing Law; Jurisdiction. This Master Confirmation Agreement and each Transaction confirmed by a Confirmation documented hereunder will be governed by and construed in accordance with the law specified in the Master Agreement and will be subject to the jurisdiction, service of process and waiver of immunities provisions of Section 13 of the Master Agreement as supplement or amended by the provisions of the Schedule to the Master Agreement.
 - (f) Hedge Positions. Section 13.2(b) of the Equity Definitions is hereby amended by adding the words "or any of its Affiliates" after the words "a party" in the third line thereof.
 - (g) Time of Dealing. The time of dealing will be confirmed by JPMorgan upon written request.
 - (h) Retail Client. Each party represents that it is not a retail client as defined in the Rules of The Financial Conduct Authority.
 - (i) Electronic Signing: The Counterparty understands that this document will be electronically signed on behalf of JPMorgan, by the authorised signatory of JPMorgan whose name appears in the signature block of this document. The authorised signatory will approve the application of the electronic signature to this document. The Counterparty consents to this.
 - (j) Wall Street Transparency Accountability Act: In connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010 (the "WSTAA"), the parties hereby agree that neither the enactment of the WSTAA or any regulation under the WSTAA, nor any requirement under the WSTAA or any amendment made by the WSTAA, shall limit or otherwise impair either party's otherwise applicable

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rights to terminate this Transaction or renegotiate, modify, amend or supplement this Master Confirmation Agreement, arising from a termination event, force majeure, illegality, increased cost, regulatory change or similar event under this Master Confirmation Agreement, the Equity Definitions or the Master Agreement (including, but not limited to, any rights arising from any Change in Law, Hedging Disruption, Increased Cost of Hedging or Illegality).

(k) Office. For the purpose of this Master Confirmation Agreement:

- (i) The Office of [Party A] is London; and
- (ii) The Office of [Party B] is As separately notified.

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.

**J.P. MORGAN OPERATIONS AUSTRALIA LIMITED,
AS PROCESSING AGENT FOR JPMORGAN CHASE BANK, N.A.**

By:

Name: James Murphy

Title: Vice President

Date: 15 September 2016

National Australia Bank Limited

By:

Name:

KEVIN L HURRELL

Title:

HEAD OF BUSINESS MANAGEMENT, TRADING, FICC

Date:

15/9/16

EXHIBIT I APPLICABLE ANNEXES

Pursuant to the terms of the Second Revised 2005 AEJ Interdealer Master Equity Derivatives Confirmation Agreement dated as of 1 September 2016 between **JPMORGAN CHASE BANK, N.A.** ("Party A" or "JPMorgan") and **National Australia Bank Limited** ("Party B" or "Counterparty") (the "Master Confirmation Agreement"), the following Annexes (including the related Transaction Supplements) attached hereto, will be subject to the Master Confirmation Agreement, effective as of the date set forth below:

| Annex | Date |
|-------------------------|------------------|
| Annex IO (Index Option) | 1 September 2016 |
| Annex SO (Share Option) | 1 September 2016 |

Re: Index Option General Terms Confirmation

Dear Sir or Madam,

The purpose of this Index Option General Terms Confirmation (this "IO General Terms Confirmation") is to confirm certain general terms and conditions of Index Option Transactions entered into between us under the Second Revised 2005 AEJ Interdealer Master Equity Derivatives Confirmation Agreement (the "Master Confirmation Agreement").

This IO General Terms Confirmation hereby incorporates by reference the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions") and the 2006 ISDA Definitions (the "Swap Definitions"), each as published by the International Swaps and Derivatives Association, Inc. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Equity Definitions or the Swap Definitions and this IO General Terms Confirmation, this IO General Terms Confirmation will govern.

All provisions contained in the Master Agreement govern each Confirmation (each as defined in the Master Confirmation Agreement) except as expressly modified below.

1. The general terms of each Index Option Transaction to which this IO General Terms Confirmation relates are as follows (unless otherwise specified in the relevant Transaction Supplement), as supplemented by the Transaction Supplement related to such Transaction:

Procedures for Exercise:

| | |
|---------------------|---|
| Expiration Time: | Valuation Time. |
| Multiple Exercise: | If American Option, Applicable, if European Option, Not Applicable. |
| Automatic Exercise: | Applicable. |
| Related Exchange: | Unless otherwise specified in the relevant Transaction Supplement, if the Index specified in the relevant Transaction Supplement is the S&P CNX Nifty Index, Related Exchange shall be the National Stock Exchange of India Limited; with respect to all other Indices other than the S&P CNX Nifty Index, unless otherwise specified in the Transaction Supplement, Related Exchange shall be All Exchanges. |

Valuation:

JPMorgan Chase Bank, National Association
Organised under the laws of the United States as a National Banking Association.
Main Office: 1111 Polaris Parkway, Columbus, Ohio 43240
Registered as a branch in England & Wales branch No. BR000746.
Registered Branch Office 25 Bank Street, Canary Wharf, London, E14 5JP
Authorised by the Office of the Comptroller of the Currency in the jurisdiction of the U.S.A. Authorised by the Prudential Regulation Authority.
Subject to regulation by the Financial Conduct Authority and to limited regulation by the Prudential Regulation Authority
Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

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Multiplier: Unless otherwise specified in the relevant Transaction Supplement, Multiplier shall be one.

Valuation Time: If Futures Price Valuation is applicable, the time at which the Official Settlement Price is published by the relevant Exchange, and, in the event that Section 6.8(e) of the Equity Definitions applies, the close of the regular trading session on the relevant Exchange.

Valuation Date: If Futures Price Valuation is applicable, as provided in Section 6.8 of the Equity Definitions.

Futures Price Valuation terms:

Futures Price Valuation: If Futures Price Valuation applies and on the Expiration Date the Official Settlement Price is not published for a reason other than the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued, the Expiration Date shall be the first succeeding Scheduled Trading Day on which the Official Settlement Price is published.

If Futures Price Valuation is applicable:

Adjustment to Section 6.8: Section 6.8 (b)(ii) and 6.8(d) of the Equity Definitions are amended by replacing the term "Exchange" with the term "Related Exchange".

Averaging Date Disruption: If Averaging Dates are specified in the relevant Transaction Supplement, Averaging shall be applicable and Modified Postponement shall apply.

Settlement Terms:

Cash Settlement: Applicable.

Option Cash Settlement Amount: (i) If "Vanilla" or if "Quanto" is specified as the Settlement Type in the relevant Transaction Supplement or if no Settlement Type is so specified, an amount, as determined by the Calculation Agent in accordance with Section 8.2 of the Equity Definitions.

(ii) If "Cross-Currency" is specified as the Settlement Type in the relevant Transaction Supplement, an amount determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

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Strike Price Differential² x Multiplier x one unit of the Reference Currency

converted into an amount in the Settlement Currency using the rate of exchange of the Settlement Currency as quoted on the Reference Price Source on the Valuation Date.

(iii) If “Composite” is specified as the Settlement Type in the relevant Transaction Supplement, an amount determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

Strike Price Differential³ x Multiplier.

For these purposes, the Strike Price shall be multiplied by one unit of the Settlement Currency, and the Settlement Price shall be multiplied by one unit of the Reference Currency and converted into the Settlement Currency using the rate of exchange of the Settlement Currency as quoted on the Reference Price Source on the Valuation Date.

Reference Price Source:

If Reference Price currency is listed in the ISDA AEJ Reference Price Source Matrix as of the Trade Date, then the Reference Price Source contained therein with respect to such Reference Price currency shall be deemed to apply to the Transaction. Otherwise, as specified in the Transaction Supplement, or, in the event that if such rate is discontinued, does not appear on such Reference Price Source listed in the ISDA AEJ Reference Price Source Matrix or specified in the Transaction Supplement, or if the Calculation Agent determines in good faith that such rate displayed does not reflect the current tradable exchange rate used by market participants, the applicable rate of exchange shall be determined by the Calculation Agent in its sole discretion either by reference to the rates for the exchange of the relevant currencies or to cross-rates.

Index Adjustment Events:

Index Cancellation:

Cancellation and Payment.

² Settlement Price and Strike Price to be stated as levels and not denominated in a currency.

³ Settlement Price and Strike Price to be stated as levels and not denominated in a currency (which Strike Price level, for the avoidance of doubt, should take into account the relevant conversion factor between the Settlement Currency and the Reference Currency).

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Index Modification:

Calculation Agent Adjustment.

Index Disruption:

Calculation Agent Adjustment.

Additional Disruption Events:

Change in Law:

Applicable; provided that Section 12.9(a)(ii)(B) is replaced in its entirety as follows: "(B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal to hold, acquire or dispose of Hedge Positions relating to such Transaction".

Determining Party:

Party A and Party B.

Hedging Disruption:

If country of underlier is Australia, Hong Kong, New Zealand or Singapore, not applicable.

If country of underlier is India, Indonesia, Korea, Malaysia, Taiwan or Thailand, applicable. Section 12.9(a)(v) of the Equity Definitions is replaced in its entirety as follows: "Hedging Disruption" means that a Hedging Party is unable, after using commercially reasonable efforts, to either (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to this Transaction, or (ii) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions or this Transaction between accounts within the jurisdiction of the Hedge Positions (the "Affected Jurisdiction") or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction. For the purposes of Section 12.9(b)(iii) of the Equity Definitions, the reference to "the Hedging Party" shall be deemed to be a reference to the Hedging Party affected by the Hedging Disruption (the "Affected Hedging Party") (or if both parties are Affected Hedging Parties, to an Affected Hedging Party) and the reference to the "Non-Hedging Party" shall be deemed to be a reference to the other party (even if such party is also an Affected Hedging Party).

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Hedging Party: Party A and Party B.

Determining Party: Party A and Party B.

Additional Representations, Agreements and Acknowledgments:

Non-Reliance: Applicable.

Agreements and Acknowledgments
Regarding Hedging Activities: Applicable.

Index Disclaimer: Applicable.

Additional Acknowledgments: Applicable.

2. Calculation Agent:

Subject to the following provisions, Party A and Party B are joint Calculation Agent. The Calculation Agent is responsible for making any determination, calculation or adjustment in connection with any Transaction hereunder that is not expressed to be the responsibility of an identified entity. If the parties are unable to agree on a particular determination, adjustment or calculation for which the Calculation Agent is responsible, each party agrees to be bound by the determination of a leading independent dealer in the relevant market mutually selected by the parties (the "Substitute Calculation Agent"). If the parties are unable to agree on a Substitute Calculation Agent, each party shall select an independent leading dealer and such independent leading dealers shall agree on an independent third party who shall be deemed to be the substitute Calculation Agent. Unless there is a clear error, the prices, rates and other determinations of the Substitute Calculation Agent are binding and conclusive. The parties waive any claim they might otherwise have against the Substitute Calculation Agent for errors and omissions made in good faith in making any determination in connection with any Transaction. The fees and expenses, if any, shall be paid equally by the parties.

3. Notice and Account Details:

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party A: [].

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party B: [].

4. Other Provisions:

The revised Additional Provisions for Use with Indian Underliers published by the International Swaps and Derivatives Association, Inc. ("ISDA") on 28 November 2008 (the "Revised Additional Provisions") shall apply and the recital of the Revised Additional Provisions shall be amended by deleting the words "If parties are entering into a Transaction" and replacing them with the words "If the parties have entered into or are entering into a Transaction".

If a representation in the Revised Additional Provisions 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 a party fails to comply with or perform any agreement or obligation undertaken by

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it in the Revised Additional Provisions, it shall be an Additional Termination Event with all Transactions which are or otherwise involve an ODI (as defined in the Revised Additional Provisions) being the sole Affected Transactions, and with the party in breach being the sole Affected Party.

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TRANSACTION SUPPLEMENT IO (Index Option)

INDEX OPTION TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Buyer and Seller listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Index Option Transaction entered into between **JPMORGAN CHASE BANK, N.A.** ("Party A" or "JPMorgan") and **National Australia Bank Limited** ("Party B" or "Counterparty") on the Trade Date specified below (the "Transaction"). This Transaction Supplement is entered into under the Second Revised 2005 AEJ Interdealer Master Equity Derivatives Confirmation Agreement dated as of 1 September 2016 between us, as may be amended from time to time, and, together with the Second Revised 2005 AEJ Interdealer Master Equity Derivatives Confirmation Agreement and the IO General Terms Confirmation attached thereto, constitutes a "Confirmation" as referred to in the Master Agreement between the parties, as amended and supplemented from time to time.

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

General Terms:

| | |
|-----------------------|----------------------------|
| Trade Date: | [] |
| Option Type: | [Call][Put] |
| Option Style: | [] ⁴ |
| Seller: | [] |
| Buyer: | [] |
| Index: | [] |
| Number of Options: | [] |
| [Multiplier: | []] ⁵ |
| Strike Price: | [] |
| Premium: | [] |
| Premium Payment Date: | [insert date] ⁶ |
| Exchange(s): | [] |

⁴ If American Option, also insert "Minimum Number of Options", "Maximum Number of Options" and "Integral Multiple".

⁵ Insert Multiplier if different from "One".

⁶ For the avoidance of doubt, insert actual Premium Payment Date.

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Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

[Related Exchange: [All Exchanges]]⁷

Seller's contact details for notices: []

Valuation and Settlement Terms:

[Valuation Date: []]⁸

Expiration Date: The Valuation Date (expected to be []), subject to adjustment in accordance with Section 6.8(e) of the Equity Definitions

Futures Price Valuation: [Applicable][Not Applicable]

[Exchange-traded Contract: []]⁹

[Averaging Dates: []]¹⁰

Settlement Type: [Vanilla] [Cross-Currency] [Quanto] [Composite]¹¹

Reference Currency: [*currency of denomination of underlying*][Not Applicable]¹²

Settlement Currency: [*currency of settlement*]

Cash Settlement Payment Date: [] Currency Business Days after the relevant Valuation Date

[Reference Price Source: []]¹³

[Other Provisions:]¹⁴

⁷ Include Related Exchange if different from the default set out in the IO General Terms Confirmation.

⁸ Delete if Futures Price Valuation is applicable.

⁹ Include if Futures Price Valuation is applicable.

¹⁰ Include if Averaging is applicable.

¹¹ Include which Settlement Type is applicable as defined in the General Terms.

Use "Vanilla" when trade is settled in the currency of the underlier.

Use "Cross-Currency" when trade is not settled in currency of the underlier, cash settlement amount is converted into the Settlement Currency on the Valuation Date.

Use "Composite" when trade is not settled in the currency of the underlier, Strike Price is stated in the Settlement Currency on the Trade Date, Settlement Price is converted into the Settlement Currency on the Valuation Date.

Use "Quanto" when trade is not settled in the currency of underlier. Trade will be settled in Settlement Currency without any conversion.

¹² Include Not Applicable if Settlement Type is Vanilla or Quanto.

¹³ Include if Settlement Type is Cross-Currency or Composite and if your Reference Currency is not contained in the ISDA AEJ Reference Price Source Matrix.

¹⁴ If applicable, include any other provisions to which the parties have agreed when entering into the Transaction.

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[Notice and Account Details:]¹⁵

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Transaction Supplement and returning it to us [at the contact information listed above].

**J.P. MORGAN OPERATIONS AUSTRALIA LIMITED,
AS PROCESSING AGENT FOR JPMORGAN CHASE BANK, N.A.**

By: _____
Name:
Title:
Date:

National Australia Bank Limited

By: _____
Name:
Title:
Date:

¹⁵ Include notice and/or account information if different from the information provided in the IO General Terms Confirmation.

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ANNEX SO (Cash or Physically-settled Share Option)

Re: Share Option General Terms Confirmation

Dear Sir or Madam,

The purpose of this Share Option General Terms Confirmation (this "SO General Terms Confirmation") is to confirm certain general terms and conditions of Share Option Transactions entered into between us under the Second Revised 2005 AEJ Interdealer Master Equity Derivatives Confirmation Agreement between us dated as of 1 September 2016 (the "Master Confirmation Agreement").

This SO General Terms Confirmation hereby incorporates by reference the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions") and the 2006 ISDA Definitions (the "Swap Definitions"), each as published by the International Swaps and Derivatives Association, Inc. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Equity Definitions or the Swap Definitions and this SO General Terms Confirmation, this SO General Terms Confirmation will govern.

All provisions contained in the Master Agreement govern each Confirmation (each as defined in the Master Confirmation Agreement) except as expressly modified below.

1. The general terms of each Share Option Transaction to which this SO General Terms Confirmation relates are as follows (unless otherwise specified in the relevant Transaction Supplement), as supplemented by the Transaction Supplement related to such Transaction:

Procedures for Exercise:

| | |
|---------------------|---|
| Expiration Time: | Valuation Time. |
| Multiple Exercise: | If American Option, Applicable, if European Option, Not Applicable. |
| Automatic Exercise: | Applicable. |

"In-the-Money" for purposes of Section 3.4(c) of the Equity Definitions shall mean (a) in respect of a Call, that the Reference Price is greater than the Strike Price and (b) in respect of a Put, that the Reference Price is less than the Strike Price, with the Reference Price determined as of the Valuation Time on the Expiration Date.

| | |
|-------------------|---|
| Related Exchange: | Unless otherwise specified in the relevant Transaction Supplement, Related Exchange shall be All Exchanges. |
|-------------------|---|

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Subject to regulation by the Financial Conduct Authority and to limited regulation by the Prudential Regulation Authority
Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

GTC:SO-1

Valuation and Settlement Terms:

Settlement Method: Unless otherwise specified in the relevant Transaction Supplement, Physical Settlement.

If Settlement Method Election is applicable, the following terms will be applicable:

Electing Party: Buyer.

Settlement Method Election Date: 2 Scheduled Trading Days prior to the Valuation Date or the initial Averaging Date, as the case may be.

Default Settlement Method: Physical Settlement.

Option Cash Settlement Amount (i) If "Vanilla" or if "Quanto" is specified as the Settlement Type in the relevant Transaction Supplement or if no Settlement Type is so specified, an amount, as determined by the Calculation Agent in accordance with Section 8.2 of the Equity Definitions, provided that if "Quanto" is specified as the Settlement Type in the relevant Transaction Supplement, the Option Cash Settlement Amount shall be an amount as determined in accordance with Section 8.2 of the Equity Definitions, divided by one unit of the Reference Currency and multiplied by one unit of the Settlement Currency, as determined by the Calculation Agent.

(ii) If "Cross-Currency" is specified as the Settlement Type in the relevant Transaction Supplement, an amount determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

Strike Price Differential¹⁶ x Option Entitlement

converted into an amount in the Settlement Currency using the rate of exchange of the Settlement Currency as quoted on the Reference Price Source on the Valuation Date.

(iii) If "Composite" is specified as the Settlement Type in the relevant Transaction Supplement, an amount determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

¹⁶ Strike Price to be stated in the Reference Currency.

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Strike Price Differential¹⁷ x Option Entitlement.

For these purposes, the Settlement Price shall be converted into the Settlement Currency using the rate of exchange of the Settlement Currency as quoted on the Reference Price Source on the Valuation Date.

Reference Price Source:

If Reference Price currency is listed in the ISDA AEJ Reference Price Source Matrix as of the Trade Date, then the Reference Price Source contained therein with respect to such Reference Price currency shall be deemed to apply to the Transaction. Otherwise, as specified in the Transaction Supplement, or, in the event that such rate is discontinued, does not appear on such Reference Price Source listed in the ISDA AEJ Reference Price Source Matrix or specified in the Transaction Supplement, or if the Calculation Agent determines in good faith that such rate displayed does not reflect the current tradable exchange rate used by market participants, the applicable rate of exchange shall be determined by the Calculation Agent in its sole discretion either by reference to the rates for the exchange of the relevant currencies or to cross-rates.

Settlement Price:

If Cash Settlement is specified as Applicable in the Transaction Supplement, the price per Share as published by the Exchange as of the Valuation Time on the Valuation Date, unless otherwise specified in the Transaction Supplement.

If Physical Settlement is specified as Applicable in the Transaction Supplement, the Strike Price, unless otherwise specified in the Transaction Supplement.

Settlement Currency:

The currency of the Premium, unless otherwise specified in the Transaction Supplement.

Averaging Date Disruption:

If Averaging Dates are specified in the relevant Transaction Supplement, Averaging shall be applicable and Modified Postponement shall apply.

Adjustments:

Method of Adjustment:

Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any

¹⁷ Strike Price to be stated in the Settlement Currency.

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related adjustments to the terms of the Transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

Extraordinary Events:

Consequences of Merger Events:

| | |
|---------------------|-------------------------------|
| Share-for-Share: | Calculation Agent Adjustment. |
| Share-for-Other: | Calculation Agent Adjustment. |
| Share-for-Combined: | Calculation Agent Adjustment. |

Determining Party: Party A and Party B.

Tender Offer: Applicable.

Consequences of Tender Offers:

| | |
|---------------------|-------------------------------|
| Share-for-Share: | Calculation Agent Adjustment. |
| Share-for-Other: | Calculation Agent Adjustment. |
| Share-for-Combined: | Calculation Agent Adjustment. |

Composition of Combined Consideration: Not Applicable.

Nationalization, Insolvency or Delisting: Cancellation and Payment (Calculation Agent Determination).

Additional Disruption Events:

Change in Law: Applicable; provided that Section 12.9(a)(ii)(B) is replaced in its entirety as follows: "(B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal to hold, acquire or dispose of Hedge Positions relating to such Transaction".

Failure to Deliver: If Physical Settlement is applicable, applicable.

Determining Party: Party A and Party B.

Hedging Disruption: If country of underlier is Australia, Hong Kong, New Zealand or Singapore, not applicable.

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If country of underlier is India, Indonesia, Korea, Malaysia, Taiwan or Thailand, applicable. Section 12.9(a)(v) of the Equity Definitions is replaced in its entirety as follows: "Hedging Disruption" means that a Hedging Party is unable, after using commercially reasonable efforts, to either (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to this Transaction, or (ii) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions or this Transaction between accounts within the jurisdiction of the Hedge Positions (the "Affected Jurisdiction") or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction. For the purposes of Section 12.9(b)(iii) of the Equity Definitions, the reference to "the Hedging Party" shall be deemed to be a reference to the Hedging Party affected by the Hedging Disruption (the "Affected Hedging Party") (or if both parties are Affected Hedging Parties, to an Affected Hedging Party) and the reference to the "Non-Hedging Party" shall be deemed to be a reference to the other party (even if such party is also an Affected Hedging Party).

Hedging Party: Party A and Party B.

Determining Party: Party A and Party B.

Additional Representations, Agreements and Acknowledgments:

Non-Reliance: Applicable.

Agreements and Acknowledgments
Regarding Hedging Activities: Applicable.

Additional Acknowledgments: Applicable.

Additional Agreement for Physical Settlement

If Physical Settlement is applicable to the Transaction, JPMorgan (the "Designator") may designate any of its Affiliates (the "Designee") to deliver or take delivery, as the case may be, and otherwise perform its obligations to deliver or take delivery, as the case may be, in respect of the Transaction and the Designee may assume such obligations. Such designation shall not relieve the Designator of any of its obligations under the terms of the Transaction.

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If the Designee shall have performed the obligations of the Designator under the terms of the Transaction, then the Designator shall be discharged of such obligations to the other party to the extent of such performance.

The following shall constitute an additional representation made by JPMorgan to Counterparty for the purposes of Section 3 of the Master Agreement at the time of any delivery made, or required to be made, under the terms of the Transaction:-

The Designee has the requisite capacity, authority and right to deliver or, as the case may be, take delivery of the Shares or perform any other obligation to deliver or take delivery on behalf of the Designator.

2. Calculation Agent:

Subject to the following provisions, Party A and Party B are joint Calculation Agent. The Calculation Agent is responsible for making any determination, calculation or adjustment in connection with any Transaction hereunder that is not expressed to be the responsibility of an identified entity. If the parties are unable to agree on a particular determination, adjustment or calculation for which the Calculation Agent is responsible, each party agrees to be bound by the determination of a leading independent dealer in the relevant market mutually selected by the parties (the "Substitute Calculation Agent"). If the parties are unable to agree on a Substitute Calculation Agent, each party shall select an independent leading dealer and such independent leading dealers shall agree on an independent third party who shall be deemed to be the substitute Calculation Agent. Unless there is a clear error, the prices, rates and other determinations of the Substitute Calculation Agent are binding and conclusive. The parties waive any claim they might otherwise have against the Substitute Calculation Agent for errors and omissions made in good faith in making any determination in connection with any Transaction. The fees and expenses, if any, shall be paid equally by the parties.

3. Notice and Account Details:

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party A: To be advised separately.

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party B: Please advise separately.

4. Other Provisions:

The revised Additional Provisions for Use with Indian Underliers published by the International Swaps and Derivatives Association, Inc. ("ISDA") on 28 November 2008 (the "**Revised Additional Provisions**") shall apply and the recital of the Revised Additional Provisions shall be amended by deleting the words "If parties are entering into a Transaction" and replacing them with the words "If the parties have entered into or are entering into a Transaction".

If a representation in the Revised Additional Provisions 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 a party fails to comply with or perform any agreement or obligation undertaken by it in the Revised Additional Provisions, it shall be an Additional Termination Event with all Transactions which are or otherwise involve an ODI (as defined in the Revised Additional

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Provisions) being the sole Affected Transactions, and with the party in breach being the sole Affected Party.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction (as specified in the Transaction Supplement).

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Transaction.

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TRANSACTION SUPPLEMENT SO (Cash or Physically-settled Share Option)

SHARE OPTION TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Buyer and Seller listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Share Option Transaction entered into between **JPMORGAN CHASE BANK, N.A.** ("Party A" or "JPMorgan") and **National Australia Bank Limited** ("Party B" or "Counterparty") on the Trade Date specified below (the "Transaction"). This Transaction Supplement is entered into under the Second Revised 2005 AEJ Interdealer Master Equity Derivatives Confirmation Agreement dated as of 1 September 2016 between us, as may be amended from time to time, and, together with the Second Revised 2005 AEJ Interdealer Master Equity Derivatives Confirmation Agreement and the SO General Terms Confirmation attached thereto, constitutes a "Confirmation" as referred to in the Master Agreement between the parties, as amended and supplemented from time to time.

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

General Terms:

| | |
|-----------------------|--|
| Trade Date: | [] |
| Option Style: | [] ¹⁸ |
| Option Type: | [Call] [Put] |
| Seller: | [Party A] [Party B] |
| Buyer: | [Party A] [Party B] |
| Shares: | <i>[Insert full title, class and/or par value of the Shares and any other identification number or reference for the Shares] of [insert full legal name of the Issuer of the Shares]</i> |
| Number of Options: | [] |
| Option Entitlement | [] |
| Strike Price: | [] |
| Premium: | [] |
| Premium Payment Date: | [Insert actual date] |

¹⁸ If American Option, also insert "Minimum Number of Options", "Maximum Number of Options" and "Integral Multiple".

Expiration Date: []

Exchange(s): []

[Related Exchange: [All Exchanges]] ¹⁹

[Settlement Price []]

[Averaging Dates: []] ²⁰

Local Jurisdiction [Not Applicable/ India/ Indonesia/ Korea/ Malaysia/ Taiwan] ²¹

Seller's contact details for notices: []

Settlement Terms:

[Valuation Date: []]

[Cash Settlement/Settlement Method Election]: [Applicable] ²²

[Settlement Type: [Vanilla] [Cross-Currency] [Composite] [Quanto] ²³

[Reference Currency: [*currency of denomination of underlying*][Not Applicable] ²⁴

[Settlement Currency: [*currency of settlement*]

[Cash Settlement Payment Date]: [] Currency Business Days after the relevant Valuation Date

[Reference Price Source: []] ²⁵

¹⁹ Insert Related Exchanges if different from "All Exchanges".

²⁰ Include if applicable.

²¹ Delete as applicable.

²² Include Cash Settlement or Settlement Method Election, as applicable, if the parties have agreed to that Settlement Method when entering into the Transaction; otherwise, the SO General Terms Confirmation provides that Physical Settlement will be applicable. Where Settlement Method Election is applicable to a collar transaction, the parties may wish to agree to modify the Electing Party designation (i.e., Buyer) in the SO General Terms Confirmation when entering into the Transaction.

²³ Include which Settlement Type is applicable as defined in the General Terms.

Use "Vanilla" when trade is settled in the currency of the underlier.

Use "Cross-Currenc" when trade is not settled in currency of the underlier, cash settlement amount is converted into the Settlement Currency on the Valuation Date.

Use "Composite" when trade is not settled in the currency of the underlier, Strike Price is stated in the Settlement Currency on the Trade Date, Settlement Price is converted into the Settlement Currency on the Valuation Date.

Use "Quanto" when trade is not settled in the currency of underlier. Trade will be settled in Settlement Currency without any conversion.

²⁴ Include Not Applicable if Settlement Type is Vanilla or Quanto.

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[Other Provisions:]²⁶

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Transaction Supplement and returning it to us [at the contact information listed above].

J.P. MORGAN OPERATIONS AUSTRALIA LIMITED, AS PROCESSING AGENT FOR JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:
Date:

National Australia Bank Limited

By: _____
Name:
Title:
Date:

²⁵ Insert if Settlement Type is Cross-Currency or Composite and if your Reference Currency is not contained in the ISDA AEJ Reference Price Source Matrix.

²⁶ If applicable, include any other provisions to which the parties have agreed when entering into the Transaction.

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