

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Kuniko Limited (Company)

ACN/ARSN 619 314 055

1. Details of substantial holder (1)

Name STELLANTIS N.V. [Registration number 60372958] (Stellantis N.V.) and the entities set out in Annexure A (together the Stellantis Group)

ACN/ARSN (if applicable) As above and as set out in Annexure A

The holder became a substantial holder on 17/07/2023

2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid Ordinary shares (Shares)	16,794,726	16,794,726	19.9%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Stellantis N.V.	Pursuant to the attached Subscription Agreement	16,794,726 fully paid ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Stellantis N.V.	Stellantis N.V.	Stellantis N.V.	16,794,726 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non Cash	
Stellantis N.V.	17/07/2023	€5,000,000		16,794,726 Shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Each of the entities in the Stellantis Group (as listed in Annexure A)	Association as subsidiaries of Stellantis N.V.

7. Addresses

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

Name	Address
Stellantis N.V.	Taurusavenue 1, Hoofddorp P7 2132LS, The Netherlands
Stellantis Group	See Annexure A
Kuniko Limited	Level 11 Brookfield Place, 125 St Georges Terrace, Perth WA 6000

Signature

print name

capacity

sign here

date

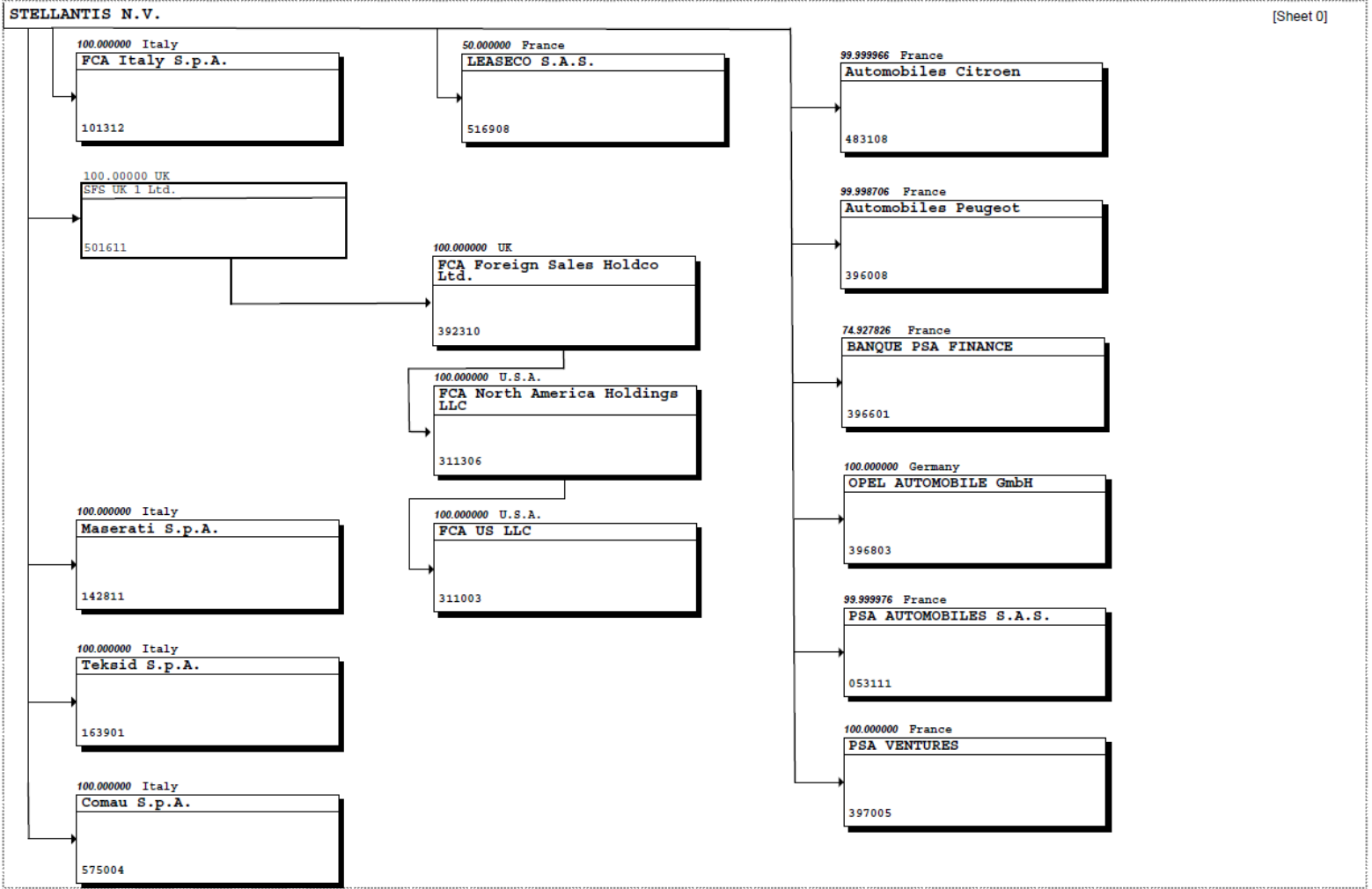
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DIRECTIONS

- (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 7 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.
- (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) Details of the consideration must include any and all benefits, moneys 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.

print name	capacity
sign here	date

Stellantis Group Entity	Identifier	Address
Stellantis Europe S.p.A. (formerly FCA Italy S.P.A)	101312	CORSO GIOVANNI AGNELLI N. 200, 10135 Turin
SFS UK 1 Ltd.	501611	Pinley House 2 Sunbeam Way, West Midlands, CV3 1ND Coventry
Maserati S.P.A	142811	Via Ciro Menotti n. 322, 41100 Modena
Teksid S.P.A	163901	Via Plava n. 86, 10135 Turin
Comau S.P.A	575004	VIA RIVALTA 30, 10095 Grugliasco
FCA Foreign Sales Holdco Ltd	392310	2 Subbeam Way CV3 1ND Coventry, UK
FCA North America Holdings LLC	311306	1209 Orange Street 19801 Wilmington, US
FCA US LLC	311003	1209 Orange Street, New Castle County, Delaware 19801 Wilmington, US
Leasys S.A.S	516908	2-10 Boulevard de l'Europe, 78300 Poissy (France)
Automobiles Citroën	483108	2-10 boulevard de l'Europe 78300 Poissy, France
Automobiles Peugeot	396008	2-10 boulevard de l'Europe 78300 Poissy, France
Banque PSA Finance	396601	2-10 boulevard de l'Europe 78300 Poissy, France
Opel Automobiles GmbH	396803	Bahnhofplatz – 65423 Russelsheim, Germany
PSA Automobiles S.A.	053111	2-10 boulevard de l'Europe 78300 Poissy, France
PSA Ventures	397005	2-10 boulevard de l'Europe 78300 Poissy, France



This is annexure B of 17 pages referred to in form 603 notice of initial substantial holder

print name

capacity

sign here

date

Share Subscription Agreement

Share subscription agreement

Kuniko Ltd (ACN 619 314 055)

and

Stellantis N.V. (Registration number 60372958)

THIS AGREEMENT is made on 28 June 2023.

BETWEEN:

- (1) Kuniko Ltd (ACN 619 314 055) whose registered office is at Level 11 Brookfield Place, 125 St Georges Terrace, Perth WA 6000 (the "**Company**"); and
- (2) Stellantis N.V. whose registered office is at Taurusavenue 1, Hoofddorp P7 2132LS, The Netherlands (the "**Subscriber**").

RECITALS:

- (A) The Company and PSA Automobiles S.A., incorporated in France ("**Buyer**") and a subsidiary of the Subscriber, have entered into a Binding Term Sheet.
- (B) In connection with the Binding Term Sheet, the Company has agreed to issue the Subscription Shares to the Subscriber and the Subscriber has agreed to subscribe for the Subscription Shares and pay the Subscription Amount to the Company, on the terms of this document.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange, as appropriate.

Authorisation means the following and includes any renewal or amendment of them:

- (a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken.

Binding Term Sheet means the binding term sheet executed simultaneously with this agreement between the Subscriber and the Company.

Board means the board of directors of the Company.

Business Day means:

- (a) for determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia, Milan, Italy and Paris, France.

Claim means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Cleansing Statement means a notice in relation to the Subscription Shares given by the Company in accordance with section 708A(5) of the Corporations Act.

Completion means the completion of the subscription for and allotment and issue of the Subscription Shares in accordance with this document, and **Complete** has a corresponding meaning.

Completion Date means either:

- (a) Within 10 business days after the signature of this Agreement ; or
- (b) any other date agreed by the Company and the Subscriber.

Constitution means the constitution of the Company.

Controller has the same meaning as in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Encumbrance means:

- (a) a security interest that is subject to the *Personal Property Securities Act 2009*;
- (b) any other mortgage, charge, pledge or lien; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or which gives a creditor priority over unsecured creditors in relation to any property.

Equity Security has the meaning given to that term in the Listing Rules.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Insolvency Event means, in respect of a person:

- (a) an administrator being appointed to the person;
- (b)
 - (i) a Controller or analogous person being appointed to the person or any of the person's property;
 - (ii) an application being made to a court for an order to appoint a Controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; or
 - (iii) an appointment of the kind referred to in subparagraph (ii) being made (whether or not following a resolution or application);
- (c) the person who has the benefit of an Encumbrance or any agent on its behalf, appointing a Controller or taking possession of any of the person's property (including seizing the person's property within the meaning of section 123 of the

PPSA) or otherwise enforcing or exercising any rights under the Encumbrance or Chapter 4 of the PPSA;

- (d) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (e) an application being made to a court for an order for its winding up;
- (f) an order being made, or the person passing a resolution, for its winding up;
- (g) the person:
 - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (ii) being unable to pay its debts or otherwise insolvent;
- (h) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (i) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- (j) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the Subscriber.

Listing Rules means the listing rules of the ASX.

Loss means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Offtake Agreement has the meaning given in clause 2.2.

Project means all projects where the Company (or a subsidiary of the Company) has a right to explore for and then mine copper, nickel and cobalt in Norway. Current Projects are Skuterud Cobalt Project; Ringerike Nickel, Copper and Cobalt projects (including Ertelien Nickel-Copper-Cobalt Project); and Trondelag Copper Projects (including Undal-Nyberget Copper Project, Gullklampen and Vågå Copper Project).

Representatives means any of a person's directors, officers, employees, financial advisers, attorneys, legal advisers, accountants, consultants or agents.

Share means a fully paid ordinary share issued in the capital of the Company.

Subscription Amount means €5,000,000.

Subscription Price means the volume weighted average price of Shares trading on the ASX in the 30 trading day period up to and including May 31, 2023.

Subscription Shares means 16,794,726 Shares (being the Subscription Amount divided by the Subscription Price using a foreign exchange rate of 0.6375EUR:1AUD).

Warranties means the warranties, undertakings and representations set out in Schedule 2 and **Warranty** has a corresponding meaning.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to **\$** or **dollars** is a reference to Australian dollars.
- (g) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (h) The expression **this document** includes the agreement, arrangement, understanding or transaction recorded in this document.
- (i) The expressions **subsidiary**, **holding company** and **related body corporate** each have the same meaning as in the Corporations Act.

1.3 Business Days

If the day on or by which a person must do something under this document is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

2. SUBSCRIPTION FOR SUBSCRIPTION SHARES

2.1 Issue and subscription

The Subscriber agrees to subscribe for and pay the Subscription Amount for the Subscription Shares, and the Company agrees to allot and issue the Subscription Shares to the Subscriber on the terms of this document.

2.2 Voluntary restrictions

- (a) The Subscriber acknowledges that the Subscription Shares to be issued to the Subscriber pursuant to this Agreement will not be sold by the Subscriber until the earlier to occur of (i) 31 December 2027 and (ii) the Company fails to execute the offtake agreement contemplated by the Binding Term Sheet (the "Offtake Agreement") within three months following a Board resolution to approve a final investment to proceed with the development of the Project, in circumstances where the Buyer has confirmed in writing that it is ready, willing and able to execute the Offtake Agreement within that time.
- (b) The Subscriber must not offer any Shares for sale to any person ("Offer") within the holding period defined in clause 2.2(a).

3. COMPLETION

3.1 Subscriber's obligations at Completion

At Completion, the Subscriber will:

- (a) deliver to the Company an application for the Subscription Shares duly completed and executed by the Subscriber, in the form set out in Schedule 1; and
- (b) pay the Subscription Amount to the Company in immediately available funds by bank transfer to the bank account nominated by the Company (such transfer to be confirmed by evidence of the Subscriber's bank of transfer).

3.2 Company's obligations at Completion

At Completion, the Company will:

- (a) allot and issue the Subscription Shares to the Subscriber; and
- (b) register the Subscriber as the holder of the Subscription Shares; and
- (c) provide Subscriber with a share certificate or other definitive evidence of Subscriber's ownership of the Subscription Shares.

3.3 Company's obligations following Completion

On or as soon as practicable after Completion, the Company must:

- (a) apply to ASX and use its best endeavours to obtain official quotation of the Subscription Shares by ASX;
- (b) (and in any event within five Business Days after the Completion Date) issue a Cleansing Statement; and
- (c) cause the Company's transfer agent to deliver to the Subscriber a holding statement showing the Subscriber as the holder of the Subscription Shares.

3.4 **Completion simultaneous**

In respect of Completion:

- (a) the obligations of the parties under this document are interdependent; and
- (b) all actions required to be performed will be taken to have occurred simultaneously on Completion.

4. **DESIGNEE DIRECTOR**

4.1 **Appointment of Designee Director**

- (a) For so long as the Subscriber holds in aggregate such number of Shares which is not less than 10% of the total issued Shares of the Company, then the Subscriber may designate one person to be appointed to the Board as a director of the Company (the **Designee Director**).
- (b) A Designee Director must not be disqualified under the Corporations Act or any other law from holding the position of a director.
- (c) Where a Designee Director ceases to meet the requirements of clause 4.1(b), the Designee Director must (and the Subscriber must procure that the Designee must) immediately resign as a director of the Board or otherwise be removed from the office of director of the Board.

4.2 **Replacement of Designee Director**

- (a) The Subscriber may by notice to the Company:
 - (i) remove any Designee Director nominated under clause 4.1;
 - (ii) in circumstances where a Designee Director is due to retire by rotation under the Constitution (the **Incumbent Designee Director**), propose a new designee under clause 4.1, and if such a nomination is made, the Incumbent Designee Director will not be eligible to offer him or herself for re-election.
- (b) If the Subscriber exercises its right to propose a new designee under clause 4.2(a)(ii):
 - (i) the Incumbent Designee Director must retire in accordance with the Constitution; and
 - (ii) any replacement Designee Director will be considered for election at the same annual general meeting.

4.3 **Restriction of designation right**

- (a) The Subscriber may not nominate a person as a Designee Director if that person has been removed, does not meet the requirements in clause 4.1(b) or, being a director of the Company retiring by rotation, is not re-elected by resolution of shareholders of the Company.
- (b) If at any time the Subscriber ceases to hold in aggregate such number of Shares that meet the threshold set out in clause 4.1(a), or the Binding Term Sheet is terminated in accordance with its terms, other than as the result of a Company breach, then:

- (i) any right or entitlement which the Subscriber, its successors or its assignees bear under this document or otherwise to appoint a Designee Director will cease to apply; and
- (ii) where the Subscriber, its successors or its assignees have appointed a Director under clause 4.1 but cease to be entitled to appoint a Director in accordance with clause 4.3(b)(i), the Designee Director appointed by the Subscriber, its successors or its assignees must immediately resign from the Board.

4.4 **Appointment by Board in interim**

The Board will promptly appoint the Designee Director as a casual or additional director of the Board until the next annual general meeting of the Company, at which time the Designee Director will be subject to election by shareholders of the Company in accordance with the Listing Rules.

5. **WARRANTIES**

5.1 **By each party generally**

Each party represents and warrants to the other party that each of the Warranties set out in Part 1 of Schedule 2 is true and correct at the date of this document and will be so at all times before and including the Completion Date.

5.2 **By the Company**

The Company warrants to the Subscriber that each of the Warranties set out in Part 2 of Schedule 2 are true and correct at the date of this document and will be so at all times before and including the Completion Date.

5.3 **By the Subscriber**

The Subscriber warrants to the Company that each of the Warranties set out in Part 3 of Schedule 2 are true and correct at the date of this document and will be so at all times before and including the Completion Date.

5.4 **Reliance on Warranties**

The Company acknowledges that the Subscriber has entered this document and has agreed to subscribe for the Subscription Shares in reliance on the Warranties provided by the Company in Schedule 2.

6. **COMPANY COVENANTS**

- 6.1 The Company shall use the proceeds received from Completion solely to fund the Projects for exploration, permitting, environmental and feasibility studies (including but not limited to engineering, metallurgical testing, process design, mine method and mine design) and other such activities consistent with advancing the Projects through exploration and development and toward operations, including construction of a mine and associated production facilities.

7. **CONFIDENTIALITY**

7.1 **Confidential Information**

The following definitions apply in this clause 7.

Confidential Information means information in any form or medium that:

- (a) relates to the business, assets or affairs of each of the parties and their related bodies corporate;
- (b) is made available by or on behalf of the disclosing party to the receiving party, or is otherwise obtained by or on behalf of the receiving party; and
- (c) is, by its nature, confidential or the receiving party knows, or ought to know, is confidential.

Confidential Information includes the existence and terms of this document.

Confidential Information may be made available or obtained directly or indirectly and before, on or after the date of this document.

Confidential information does not include information the receiving party can establish by documentary evidence:

- (a) is in or enters the public domain through no fault of the receiving party; or
- (b) is already known to the receiving party on a non-confidential basis or is disclosed to the receiving party from another source otherwise than in breach of this document.

disclosing party means a party to this document who makes information available.

receiving party means a party to this document who receives information.

7.2 **Disclosure of Confidential Information**

All Confidential Information exchanged between the parties under this document or during the negotiations preceding this document is confidential to them and may not be disclosed to any person except:

- (a) employees, officers, legal advisers, auditors and other consultants of the party or its related bodies corporate requiring the information for the purposes of this document or any transaction contemplated by it;
- (b) with the written consent of the party who supplied the information which consent may be given or withheld in its absolute discretion;
- (c) if a party is required to do so by law, a stock exchange or any Government Agency; or
- (d) if a party is required to do so in connection with legal proceedings relating to this agreement.

7.3 **Use of Confidential Information**

A party must not use any Confidential Information, except for the purpose of performing its obligations under this agreement or as otherwise required by operation of law.

7.4 **Survival of confidentiality obligations**

This clause 7 will survive termination of this agreement irrespective of whether Completion has taken place or not.

8. ANNOUNCEMENTS

8.1 Public announcements

- (a) The Company and the Subscriber will consult with each other in relation to material public releases in relation to the subscription for the Subscription Shares by the Subscriber and subject to clause 8.2 neither party may, before or after Completion, make or send any material public statement, announcement or communication concerning the subscription for Subscription Shares unless it has first obtained the consent of the other party, which consent must not be unreasonably withheld or delayed.
- (b) For the avoidance of doubt, this Agreement and its material terms, including but not limited to the parties, the number of Subscription Shares and the Subscription Amount, will need to be announced publicly by the Company in accordance with its obligations under applicable law and the rules of ASX and clause 8.2 does not apply to any such announcement by the Company, or any disclosure by the Subscriber of the same information, under this clause 8.1(b).

8.2 Public announcements required by law

Clause 8.1 does not apply to a public announcement or communication required by law or a regulation of a stock exchange, if the party required to make or send it has:

- (a) provided the other party with as much notice as reasonably possible to enable it to seek a protective order or other remedy;
- (b) provided all assistance and cooperation that the other party considers necessary to minimise that disclosure; and
- (c) consulted to the extent possible in the circumstances with the other party and its legal advisers.

9. NOTICES

9.1 How to give a notice

A notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it or any person acting as an officer or agent of that person;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent by email to that person's email address.

9.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is sent by mail:
 - (i) within Australia – three Business Days after posting; or

- (ii) to or from a place outside Australia – seven Business Days after posting; and
- (b) if it is sent by email, at the earlier of:
 - (i) when the sender receives an automated message confirming delivery; and
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

9.3 **Addresses for notices**

For the purpose of this clause the address of a person is the address set out below or another address of which that person may give notice to each other person:

Subscriber:

Attention: David Gubbini/ Tom Finelli
 Address: Stellantis N.V., Taurusavenue 1, 2132LS, Hoofddorp, The Netherlands
 Email: David.Gubbini@stellantis.com /Tom.Finelli@stellantis.com

Company:

Attention: Joel Ives
 Address:
 Level 28, AMP Tower
 140 St Georges Terrace
 Perth WA 6000
 Email: joel.ives@lcpgroup.com.au

10. **AMENDMENT AND ASSIGNMENT**

10.1 **Amendment**

This document can only be amended or replaced by another document executed by the parties.

10.2 **Assignment**

A party may only assign, encumber, declare a trust over or otherwise deal with its rights under this document with the written consent of the other party.

11. **GENERAL**

11.1 **Governing law**

This document is governed by the laws of Western Australia. Each party submits to the jurisdiction of the courts of Western Australia and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

11.2 **Liability for expenses**

- (a) Subject to paragraph (b), each party must pay its own costs and expenses incurred in negotiating, preparing, executing, registering, and/or performing its obligations under this document.
- (b) The Company will pay:
 - (i) any fees associated with the quotation of the Subscription Shares on the ASX; and

- (ii) the Subscriber's Australian third party and regulatory filing fees associated with the negotiation of this agreement and the Binding Term Sheet up to a maximum of AUD\$50,000 in total (subject to the Subscriber delivering tax invoices for such costs to the Company).

11.3 **Giving effect to this document**

Each party must take such action (including execute and deliver any document), and must ensure that its employees and agents take such action (including execute and deliver any document), as the other party may reasonably request to give full effect to this document.

11.4 **Variation of rights**

The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

11.5 **Operation of this document**

- (a) This document (together with the Binding Term Sheet) contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

11.6 **No merger**

No provision of this document merges on or by virtue of Completion.

11.7 **Entire agreement**

This document (together with the Binding Term Sheet) constitutes the entire agreement of the parties about its subject matter and supersedes all negotiations on that subject matter.

11.8 **Counterparts**

This document may be executed in counterparts.

SCHEDULE 1

Application for subscription shares

To: Kuniko Ltd (the **Company**)
Level 11, Brookfield Place
125 St Georges Terrace
Perth WA 6000
Australia

Attention: Company Secretary

[date]

Dear Sirs

Application for shares pursuant to the Subscription Agreement dated [date]

Stellantis N.V. (Registration Number 60372958) (the **Subscriber**):

1. applies, and agrees to subscribe, for fully paid ordinary shares in the capital of the Company (the **Subscription Shares**);
2. agrees to pay the Subscription Amount upon Completion in accordance with the Subscription Agreement; and
3. agrees to be bound by the terms of the constitution of the Company.

Capitalised terms which are used but not defined in this application have the meaning given to them (if any) in the Subscription Agreement.

Yours faithfully

[EXECUTION]:

SCHEDULE 2

Warranties

Part 1 – By each party generally

1. **(status)** It has been duly incorporated, is validly existing and is in good standing under the laws of the jurisdiction of its incorporation.
2. **(power)** It has full legal capacity and power to:
 - (a) own its property and to carry on its business; and
 - (b) enter into this document and to carry out the transactions that it contemplates.
3. **(corporate authority)** It has taken all corporate action that is necessary to authorise its entry into this document and to carry out the transactions contemplated.
4. **(Authorisations)** It holds each Authorisation (and is complying with any conditions to which any Authorisation is subject) that is necessary or desirable to:
 - (a) enable it to properly execute this document and to carry out the transactions that it contemplates;
 - (b) ensure that this document is legal, valid, binding and admissible in evidence; or
 - (c) enable it to properly carry on its business as it is now being conducted.
5. **(documents effective)** This document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration.
6. **(no contravention)** Neither its execution of this document nor the carrying out by it of the transactions that this document contemplates, does or will:
 - (a) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
 - (b) contravene any Authorisation;
 - (c) contravene any agreement binding on it or any of its property;
 - (d) contravene its constitution; or
 - (e) require it to make any payment or delivery in respect of any financial accommodation before it would otherwise be obliged to do so.
7. **(no trust)** It is not entering into this document as trustee of any trust or settlement.
8. **(not insolvent, no receiver)** An Insolvency Event has not occurred in respect of it.
9. **(not unenforceable)** There is no circumstance which could make this document or any transaction contemplated by it void, voidable or unenforceable under any applicable law about insolvency.

Part 2 – By the Company

1. **(Subscription Shares)** The Company represents and warrants to the Subscriber that:
 - (a) **(capital structure)** the capital structure of the Company as set out in the Company's announcements to ASX contains a true, complete and accurate description of all the issued shares, options and other securities in the capital of the Company as at the date of this document;
 - (b) **(rights of Subscription Shares)** on their allotment and issue at Completion, the Subscription Shares will rank on an equal footing in all respects with the then existing issued fully paid ordinary shares in the capital of the Company; and
 - (c) **(no Encumbrance)** on allotment and issue of the Subscription Shares on Completion, the Subscriber will be the holder of the Subscription Shares free from any Encumbrance or third party interest.
2. **(share issues)** Other than disclosed to ASX, there are no agreements, arrangements or understandings in force or securities issued which call for the present or future issue of, or grant to any person the right to require the issue of, any shares or other securities in the Company.
3. **(compliance with Listing Rules)** The issue of the Subscription Shares will not breach Listing Rule 7.1, or any other Listing Rule.
4. **(disclosure obligations)** The Company has complied with its obligations under Listing Rule 3.1 and there is no information to which Listing Rules 3.1A.1, 3.1A.2 or 3.1A.3 apply, other than information to be disclosed in the Cleansing Statement to be issued by the Company under clause 3.3(b).
5. **(on-sale)** Other than the voluntary restriction agreement contemplated by clause 2.2(a), there are no escrow or other provisions restricting the on-sale of all or any of the Subscription Shares by the Subscriber and the Subscriber will be able to rely on section 708A(5) of the Corporations Act.

Part 3 – By the Subscriber

6. **(No disclosure document)** The Subscriber understands that the offering and issuance of the Subscription Shares is being made without the preparation and delivery of a prospectus, product disclosure statement or any other offer or disclosure document prepared in accordance with the Corporations Act or any other applicable securities law in any jurisdiction in which the Subscriber is resident.
7. **(Publicly available information)** The Subscriber is aware that publicly available information about the Company (and its subsidiaries and related bodies corporate) can be obtained from ASX (including from its website www.asx.com) and the Australian Securities and Investments Commission.
8. **(FIRB)** The Subscriber is not a 'foreign government investor' or an 'associate' of a 'foreign government investor' (each as defined in the FATA).

EXECUTED as an Agreement.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

For Kuniko Ltd:

Antony Beckmand

Chief Executive Officer

For Stellantis N.V.

Maxime Picat

Chief Purchasing & Supply Chain Officer