



HERBERT
SMITH
FREEHILLS

Market Announcements Platform
Australian Securities Exchange

19 December 2023

Dear Sir / Madam

Notice of change of interests of substantial holder

We act for SQM Australia Pty Ltd (**SQM**).

On behalf of SQM, we attach a Form 604 (Notice of change of interests of substantial holder) in relation to Azure Minerals Ltd (ACN 106 346 918) (ASX: AZS) (**Azure**).

On 19 December 2023, SQM and its ultimate holding company, Sociedad Quimica y Minera de Chile S.A. (**SQM Parent**), entered into a joint bidding deed with Hanrine Future Metals Pty Ltd (**Hancock**), Hancock Prospecting Pty Limited (**Hancock Parent**) and SH Mining Pty Ltd (**Joint Bidding Deed**), a copy of which is attached as Annexure B to the Form 604.

Pursuant to the Joint Bidding Deed, SQM and Hancock have agreed to cooperate in respect of a proposed transaction in relation to Azure to acquire all of the fully paid ordinary shares in Azure (**Azure Shares**) they do not already own by way of a scheme of arrangement and a simultaneous conditional off-market takeover bid.

Hancock and SQM currently own approximately 18.37% and 19.42% of the issued share capital in Azure respectively.

Pursuant to section 609(7) of the *Corporations Act 2001* (Cth) (**Corporations Act**), SQM will not acquire a relevant interest in the Azure Shares held or controlled by Hancock unless and until a resolution under item 7 of section 611 of the Corporations Act has been passed. However, pursuant to section 671B(7) of the Corporations Act, SQM is required to prepare the attached Form 604 on the basis that it does have a relevant interest in the Azure Shares held or controlled by Hancock.

As a result of the above arrangements, SQM currently has voting power of approximately 37.79% in Azure.

Yours sincerely

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Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Azure Minerals Limited

ACN/ARSN 106 346 918

1. Details of substantial holder

Name SQM Australia Pty Ltd (**SQM Australia**) and each of the entities listed in Annexure 'A' (**SQM Group Entities**)
ACN/ARSN (if applicable) 621 414 659

There was a change in the interests of the
substantial holder on 19/12/2023
The previous notice was given to the company on 14/03/2023
The previous notice was dated 13/03/2023

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 had a relevant interest 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	Previous notice		Present notice	
	Person's votes	Voting power	Person's votes	Voting power
Ordinary shares	78,008,191	19.99%	173,357,768	37.79% (based on 458,679,575 ordinary shares on issue)

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	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
28/08/2023	SQM Australia and each SQM Group Entity	Acquisition by way of subscription for new ordinary shares under Tranche 1 of a placement.	\$19,949,381	8,312,242 ordinary shares	8,312,242
10/10/2023	SQM Australia and each SQM Group Entity	Acquisition by way of subscription for new ordinary shares under Tranche 2 of a placement.	\$6,690,880.80	2,787,867 ordinary shares	2,787,867
19/12/2023	SQM Australia and each SQM Group Entity	SQM Australia has entered into a Joint Bidding Deed, attached as Annexure 'B', under which SQM Australia will, conditional on a resolution under item 7 of section 611 of the <i>Corporations Act 2001</i> (Cth) being passed or the Australian Securities and Investments Commission granting joint bid relief under section 655A of the <i>Corporations Act 2001</i> (Cth), acquire a relevant interest in 84,249,468 ordinary shares held or	Nil	84,249,468 ordinary shares	84,249,468

		controlled by Hancock Prospecting Pty Limited (HPPL). SQM Australia is disclosing a relevant interest in these ordinary shares in accordance with section 671B(7) of the <i>Corporations Act 2001</i> (Cth).			
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Note: Refer to the Form 604 (Notice of change of interests of substantial holder) of the same date as this notice (**Hancock Form 604**) issued by Mrs Georgina Hope Rinehart, HPPL and the entities listed in Annexure 'B' of the Hancock Form 604 (**Hancock Group Companies**) for details of the Hancock Group Companies and the changes in relevant interests of HPPL.

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	Nature of relevant interest	Class and number of securities	Person's votes
SQM Australia [^]	SQM Australia	SQM Australia	Relevant interest under section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth), being a relevant interest arising through being the registered holder of the shares.	89,108,300 ordinary shares	89,108,300
HPPL*	HPPL	HPPL	HPPL has a relevant interest under section 608(1) of the <i>Corporations Act 2001</i> (Cth).	84,249,468 ordinary shares	84,249,468
SQM Group Entities [^]	SQM Australia	SQM Australia	Relevant interest under section 608(3)(a) and/or section 608(3)(b) of the <i>Corporations Act 2001</i> (Cth), being a relevant interest held through a body corporate (SQM Australia) in which the voting power of the relevant SQM Group Entity is more than 20% or which the relevant SQM Group Entity controls.	89,108,300 ordinary shares	89,108,300
HPPL Group Companies*	HPPL	HPPL	Each HPPL Group Company has a relevant interest under section 608(3)(a) of the <i>Corporations Act 2001</i> (Cth).	84,249,468 ordinary shares	84,249,468
Mrs Georgina Hope Rinehart*	HPPL	HPPL	Mrs Georgina Hope Rinehart has a relevant interest under section 608(3)(b) of the <i>Corporations Act 2001</i> (Cth) by reason of having control of HPPL.	84,249,468 ordinary shares	84,249,468

Note:

[^] Pursuant to section 671B(7) of the *Corporations Act 2001* (Cth), for the purposes of this Form 604 (Notice of change of interests of substantial holder) each of SQM Australia and the SQM Group Entities also have a relevant interest in all ordinary shares in which Mrs Georgina Hope Rinehart, HPPL and the HPPL Group Companies have a relevant interest.

* Pursuant to section 671B(7) of the *Corporations Act 2001* (Cth), for the purposes of this Form 604 (Notice of change of interests of substantial holder) each of Mrs Georgina Hope Rinehart, HPPL and the HPPL Group Companies also have a relevant interest in all ordinary shares in which SQM Australia and the SQM Group Entities have a relevant interest.

5. Changes in association

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

Name and ACN/ARSN (if applicable)	Nature of association
Mrs Georgina Hope Rinehart, HPPL (ACN 008 676 417) and the HPPL Group Companies	These entities have become associates of SQM and the SQM Group Entities pursuant to section 12(2)(c) of the <i>Corporations Act 2001</i> (Cth) by virtue of entering into the Joint Bidding Deed attached as Annexure 'B'.
SH Mining Pty Ltd (ACN 673 729 872)	This entity has become an associate of SQM and the SQM Group Entities pursuant to section 12(2)(c) of the <i>Corporations Act 2001</i> (Cth) by virtue of entering into the Joint Bidding Deed attached as Annexure 'B'.

6. Addresses

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

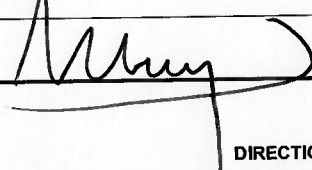
Name	Address
Azure Minerals Limited	Level 1, 34 Colin Street, West Perth WA 6005
SQM Australia	C/- TMF Corporate Services (Aust) Pty Limited, Suite 1, Level 11, 66 Goulburn Street, Sydney NSW 2000
SQM Group Entities	See Annexure 'A'
Mrs Georgina Hope Rinehart, HPPL and the HPPL Group Companies	Level 3, 28-42 Ventnor Avenue, West Perth WA 6005

Signature

print name Mark Forbes

capacity Director

sign here



date 19/12/2023

DIRECTIONS

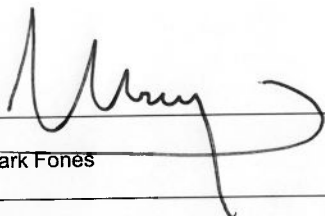
AZURE MINERALS LIMITED (ACN 106 346 918)

ANNEXURE A – SQM GROUP ENTITIES

This is Annexure 'A' of 1 page referred to in Form 604 (Notice of change of interests of substantial holder).

Signed:

sign here ►



print name

Mark Fones

date

19/12/2023

Entity	ACN/ARSN (if applicable)	Address
SQM Potasio S.A.	N/A	El Trovador 4285, Las Condes, Santiago, Chile
Sociedad Química y Minera S.A.	N/A	El Trovador 4285, Las Condes, Santiago, Chile

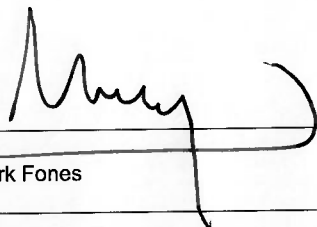
AZURE MINERALS LIMITED (ACN 106 346 918)

ANNEXURE B – JOINT BIDDING DEED

This is Annexure 'B' of 38 pages referred to in Form 604 (Notice of change of interests of substantial holder).

Signed:

sign here ►

A handwritten signature in black ink, appearing to read 'Mark Fones', written over a horizontal line.

print name

Mark Fones

date

19/12/2023



HERBERT
SMITH
FREEHILLS

Execution Version

Joint Bidding Deed

SQM Australia Pty Ltd

Hanrine Future Metals Pty Ltd

Sociedad Quimica y Minera de Chile S.A.

Hancock Prospecting Pty Ltd

SH Mining Pty Ltd

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Joint Bidding Deed

Date ► 19 December 2023

Between the parties

SQM	SQM Australia Pty Ltd ACN 621 414 659 of Suite 1, Level 11, 66 Goulbourn Street, Sydney NSW 2000, Australia
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Hancock	Hanrine Future Metals Pty Ltd ACN 621 414 659 of Level 3 HPPL House, 28-42 Ventnor Avenue, West Perth WA 6005, Australia
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SQM Parent	Sociedad Quimica y Minera de Chile S.A. a company incorporated under the laws of Chile of El Trovador 4285, Las Condes, Santiago, 7550079, Chile
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Hancock Parent	Hancock Prospecting Pty Ltd ACN 008 676 417 of Level 3 HPPL House, 28-42 Ventnor Avenue, West Perth WA 6005, Australia
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BidCo	SH Mining Pty Ltd ACN 673 729 872 of Level 3, 28-42 Ventnor Avenue, West Perth WA 6005, Australia
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Recitals	<ol style="list-style-type: none">1 Each of SQM and Hancock (or their respective Associates) is the holder of Azure Shares.2 SQM and Hancock propose to acquire via BidCo all of the Azure Shares they (or their respective Associates) do not already own by way of:<ul style="list-style-type: none">– a scheme of arrangement under Part 5.1 of the Corporations Act between Azure and the Azure shareholders; or– in certain circumstances, a takeover bid under Chapter 6 of the Corporations Act.
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- 3 This deed sets out the terms and conditions on which the parties will jointly pursue the Proposed Transaction.

The deed witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
105% Rival Bid	a Rival Bid which satisfies the condition in clause 5.2(c).
105% Rival Scheme	a Rival Scheme under which the consideration for Azure Shares is more than 105% of the value of the highest consideration offered under the Proposed Transaction including any increase in consideration announced by the Joint Bidders (as assessed by ASIC and notified to the Joint Bidders where the consideration offered under either the Proposed Transaction or Rival Scheme involves non-cash consideration).
ASIC	the Australian Securities and Investments Commission.
ASIC Relief	relief granted by ASIC to SQM under section 655A of the Corporations Act to modify the application of section 631 of the Corporations Act in respect of SQM's initial takeover bid for Azure.
Associate	has the meaning set out in section 12 of the Corporations Act, as if subsection 12(1) of the Corporations Act included a reference to this deed and Azure was the designated body.
ASX	ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.
Azure	Azure Minerals Limited (ACN 106 346 918).
Azure Group	Azure and each of its Subsidiaries.
Azure Share	a fully paid ordinary share in the capital of Azure.
BidCo Share	a fully paid ordinary share in the capital of BidCo.
Bidder's Statement	the bidder's statement of BidCo in relation to the Takeover Bid.

Term	Meaning
Business Day	a day that is not a Saturday, Sunday or a public holiday or bank holiday in Perth, Australia.
Competing Proposal	<p>any proposal, agreement, arrangement or transaction (or expression of interest therefor), which, if entered into or completed, would result in a Third Party (either alone or together with any Associate):</p> <ol style="list-style-type: none"> 1 directly or indirectly acquiring a Relevant Interest in, or having a right to acquire, a legal, beneficial or economic interest in, or control of, 20% or more of the Azure Shares or of the share capital of any material Subsidiary of Azure; 2 acquiring Control of Azure or any material Subsidiary of Azure; 3 directly or indirectly acquiring or becoming the holder of, or otherwise acquiring or having a right to acquire, a legal, beneficial or economic interest in, or control of, all or a material part of Azure's business or assets or the business or assets of the Azure Group; 4 otherwise directly or indirectly acquiring or merging, or being involved in an amalgamation or reconstruction (as those terms are used in section 413(1) of the Corporations Act), with Azure or a material Subsidiary of Azure; or 5 requiring Azure to abandon, or otherwise fail to proceed with, the Proposed Transaction, <p>whether by way of takeover bid, members' or creditors' scheme of arrangement, reverse takeover, shareholder approved acquisition, capital reduction, buy back, sale or purchase of shares, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, any debt for equity arrangement, recapitalisation, refinancing or other transaction or arrangement.</p>
Control	has the meaning given in section 50AA of the Corporations Act.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Corporations Regulations	<i>Corporations Regulations 2001</i> (Cth).
Deed Poll	<p>a deed poll under which:</p> <ol style="list-style-type: none"> 1 BidCo covenants in favour of Azure shareholders to perform the obligations attributed to them under the Scheme; and

Term	Meaning
	<p>2 Hancock and SQM covenant in favour of Azure shareholders to procure that BidCo performs its payment obligations under the Scheme.</p>
Effective	when used in relation to the Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the order of the Court made under paragraph 411(4)(b) of the Corporations Act in relation to the Scheme.
Effective Date	the date on which the Scheme becomes Effective.
End Date	has the meaning given in the Transaction Implementation Deed.
Equalisation Payment	<p>a payment to be made between Hancock or SQM (as applicable) and BidCo as consideration for any Azure Shares transferred to equalise the interests of Hancock and SQM in Azure in accordance with clause 3, to be calculated as the number of the Azure Shares transferred multiplied by:</p> <p>1 \$3.70, if the Scheme Transaction is implemented; or</p> <p>2 \$3.65, if the Takeover Bid Transaction proceeds.</p>
Excluded Shareholders	has the meaning given in the Transaction Implementation Deed.
Exclusivity Period	<p>the period from and including the date of this deed to the earlier of:</p> <p>1 the date of termination of this deed;</p> <p>2 the End Date; and</p> <p>3 the Effective Date,</p> <p>or such other date as agreed in writing by the parties.</p>
FIRB Approval	the receipt of a written notice by BidCo under the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth) given by or on behalf of the Treasurer of the Commonwealth of Australia stating or to the effect that the Australian Commonwealth Government does not object to the Proposed Transaction, either unconditionally or on terms that are acceptable to SQM and Hancock (acting reasonably).
Government Agency	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (including any

Term	Meaning
	stock or other securities exchange), or any minister of the Crown in right of the Commonwealth of Australia or any State, and any other federal, state, provincial, or local government, whether foreign or Australian.
Hancock Group	has the meaning given in the Transaction Implementation Deed.
Hancock Information	information regarding Hancock provided by Hancock or its Representatives for inclusion in the Relevant Document, being: <ol style="list-style-type: none"> 1 information about Hancock or its Related Bodies Corporate, businesses and interests, dealings in Azure Shares and the implications of each of these matters for the Azure Group; and 2 any other information required under the Corporations Act, Corporations Regulations or RG 60 (as applicable) to enable the Relevant Document to be prepared.
Independent Expert	has the meaning given in the Transaction Implementation Deed.
Independent Expert's Report	has the meaning given in the Transaction Implementation Deed.
Item 7 Resolution	has the meaning given in the Transaction Implementation Deed.
Joint Bidders	SQM and Hancock.
Joint Costs	any third party costs and disbursements agreed by SQM and Hancock in writing to be "Joint Costs".
Matching Offer	has the meaning given in clause 6.3.
Match or Accept Period	the period commencing on the date of execution of this deed and ending on the earlier of: <ol style="list-style-type: none"> 1 the date of termination of this deed; 2 the date any Court makes orders approving the Scheme Transaction under section 411(4) of the Corporations Act; and 3 the date that the offer period for the Takeover Bid Transaction ends.

Term	Meaning
Nominated Representative	in the case of: <ol style="list-style-type: none"> 1 SQM, Mark Fones; and 2 Hancock, Daniel Wade.
Notice of Meeting	the notice of general meeting and accompanying explanatory memorandum issued by Azure for the purposes of seeking approval under section 611 item 7 of the Corporations Act as contemplated by clause 2(b).
Percentage Interests	the percentage interests of the parties in BidCo as adjusted in accordance with this deed, being as at the date of this deed: <ul style="list-style-type: none"> • SQM – 50%; and • Hancock – 50%.
Proposed Transaction	the proposed Scheme Transaction and Takeover Bid Transaction.
Reimbursement Fee	has the meaning given in the Transaction Implementation Deed.
Related Bodies Corporate	has the meaning set out in section 50 of the Corporations Act.
Related Persons	in respect of a party or its Related Bodies Corporate, each director, officer, employee, adviser, agent or representative of that party or Related Body Corporate.
Relevant Document	each of the Notice of Meeting, Scheme Booklet, the Bidder's Statement and the Target's Statement.
Relevant Interest	has the meanings given in sections 608 and 609 of the Corporations Act.
Representative	in relation to a party, an employee, agent, officer, director, adviser, partner, joint venturer or subcontractor of that party or any of their Related Bodies Corporate.
Reverse Reimbursement Fee	has the meaning given in the Transaction Implementation Deed.

Term	Meaning
RG 60	Regulatory Guide 60 issued by ASIC in September 2011.
Rival Bid	has the meaning given in clause 5.2.
Rival Scheme	has the meaning given in clause 5.3(a).
Scheme	a scheme of arrangement under Part 5.1 of the Corporations Act between Azure and Azure shareholders.
Scheme Booklet	the scheme booklet to be approved by the Court and dispatched to Azure shareholders and which will include an explanatory statement, an independent expert's report, a notice of meeting for the Scheme meeting and a proxy form.
Scheme Transaction	the acquisition of Azure Shares by Bidco through the implementation of the Scheme in accordance with the terms of the Transaction Implementation Deed.
SQM Group	has the meaning given in the Transaction Implementation Deed.
SQM Information	<p>information regarding SQM provided by SQM or its Representatives for inclusion in the Relevant Document, being:</p> <ol style="list-style-type: none"> 1 information about SQM or its Related Bodies Corporate, businesses and interests, dealings in Azure Shares and the implications of each of these matters for the Azure Group; and 2 any other information required under the Corporations Act, Corporations Regulations or RG 60 (as applicable) to enable the Relevant Document to be prepared.
Subsidiary	has the meaning given in Division 6 of Part 1.2 of the Corporations Act.
Superior Proposal	<ol style="list-style-type: none"> 1 if the Transaction Implementation Deed is on foot at the time a Matching Offer is announced, has the meaning given in the Transaction Implementation Deed; or 2 if the Transaction Implementation Deed is not on foot at the time a Matching Offer is announced, a bona fide Competing Proposal (other than a transaction of the kind referred to in paragraph 1 of the definition of Competing Proposal) that is recommended by a majority of the Azure board of directors.

Term	Meaning
Takeover Bid	an off-market takeover bid under Chapter 6 of the Corporations Act to acquire all the Azure Shares.
Takeover Bid Transaction	the acquisition of Azure Shares by Bidco under the Takeover Bid in accordance with the terms of the Transaction Implementation Deed.
Target's Statement	the target's statement that will be issued by Azure in relation to the Takeover Bid.
Third Party	a person other than BidCo, SQM and Hancock, their respective Related Bodies Corporate and their respective other Associates.
Transaction Implementation Deed	the transaction implementation deed between SQM, SQM Parent, Hancock, Hancock Parent, Bidco and Azure entered into on or about the date of this deed, as amended from time to time.
Voting Power	has the meaning given in the Corporations Act.

1.2 Interpretation

In this deed:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this deed;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assignees;

- (j) a reference to an agreement includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (k) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (l) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;
- (m) a reference to a body, other than a party to this deed (including an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (n) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;
- (q) a reference to time is a reference to Perth, Australia time; and
- (r) a reference to \$ is a reference to Australian currency unless denominated otherwise.

1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

1.4 Inclusive expressions

Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary.

2 Condition

Notwithstanding any other provision of this deed, to the extent that any provision of this deed would give a party a Relevant Interest in Azure Shares that would result in that party's Voting Power in Azure exceeding 20%, such provision is conditional on, and of no force and effect prior to:

- (a) ASIC granting joint bid relief pursuant to section 655A of the Corporations Act to facilitate a joint bid by the parties for all of the Azure Shares; or

- (b) a resolution for the purposes of item 7 of section 611 of the Corporations Act approving the acquisition by each party of a Relevant Interest in the other's Azure Shares pursuant to the joint bidding arrangements between them being passed by Azure shareholders.

3 Structure

- (a) The parties propose to acquire via BidCo all the Azure Shares they (or their respective Associates) do not already own under the Scheme and concurrent Takeover Bid, which will be conditional, amongst other matters, on the Scheme not becoming Effective.
- (b) The key objective of this deed is to set out the manner in which the parties have agreed, as between themselves, to progress and implement the Proposed Transaction.
- (c) The Proposed Transaction will be conducted jointly by the parties in accordance with this deed.
- (d) As soon as practicable following the earlier of (1) implementation of the Scheme and (2) close of the offer period under the Takeover Bid (as applicable), SQM and Hancock must, and must cause BidCo to, do all things and execute all documents necessary to ensure that their respective shareholdings in Azure are proportionate to their Percentage Interests by effecting a transfer of Azure Shares from BidCo to Hancock or SQM (as applicable) and the making of an Equalisation Payment as consideration therefor.

4 Conduct of the Proposed Transaction

4.1 General

- (a) SQM and Hancock agree that they must:
 - (1) cooperate with each other to implement the Proposed Transaction;
 - (2) consult with each other and act in good faith with each other in relation to the Proposed Transaction;
 - (3) keep each other informed on a timely basis of all developments and issues which may affect the implementation or success of the Proposed Transaction;
 - (4) convene all necessary board meetings and provide dedicated resources to enable the Proposed Transaction to be completed in a timely manner; and
 - (5) provide all information reasonably necessary for the preparation of documents required to implement the Proposed Transaction and to execute the Proposed Transaction effectively.
- (b) Each party agrees that they must not intentionally do or omit to do anything that is reasonably likely to, or do anything intended to, materially prejudice the prospects of the Proposed Transaction proceeding.

4.2 Decision-making

Except to the extent otherwise contemplated in this deed, all decisions in relation to the Proposed Transaction which are required to be made by:

- (a) SQM and Hancock, must be made by agreement between them; and
- (b) BidCo, must be made by unanimous resolution of the directors of BidCo.

4.3 Disclosure documents

- (a) SQM and Hancock must provide any information which is required by the Transaction Implementation Deed to be provided for inclusion in the Relevant Document.
- (b) Each party must provide all necessary assistance in relation to the verification of any information provided by, or regarding, it for inclusion in the Relevant Document.
- (c) SQM will be responsible for the SQM Information, and Hancock will be responsible for the Hancock Information, included in the Relevant Document.
- (d) SQM must use its best endeavours to ensure that the SQM Information included in the Relevant Document is accurate and not misleading, and is updated in respect of all such further or new information which may arise after the Relevant Document has been despatched until the Scheme meeting or close of the offer period under the Takeover Bid (as applicable) which is necessary to ensure that the Relevant Document is not misleading or deceptive in any material respect including because of any material omission.
- (e) Hancock must use its best endeavours to ensure that the Hancock Information included in the Relevant Document is accurate and not misleading, and is updated in respect all such further or new information which may arise after the Relevant Document has been despatched until the Scheme meeting or close of the offer period under the Takeover Bid (as applicable) which is necessary to ensure that the Relevant Document is not misleading or deceptive in any material respect including because of any material omission.
- (f) If the parties disagree on the form or content of the Relevant Document, the Nominated Representatives must consult in good faith to try to settle an agreed form of the Relevant Document.
- (g) If within 2 Business Days of the consultation referred to in clause 4.3(f) having commenced there is still no agreement between the Nominated Representatives, then:
 - (1) if the disagreement relates to SQM Information, SQM will have the final decision on such form or content; or
 - (2) if the disagreement relates to Hancock Information, Hancock will have the final decision on such form or content.

4.4 Dealings with Azure and Azure shareholders

- (a) Neither party or their respective Related Persons may, either on their own behalf or through Bidco, initiate or engage in any discussions with Azure or any of its Related Persons unless the parties agree on the proposed discussions in advance or the proposed discussions are consistent with any agreed communications and engagement plan.

- (b) A party may initiate or engage in any discussions with any Azure shareholder provided that the party:
 - (1) does not discuss with, or disclose anything to, the Azure shareholder which would be inconsistent with the provisions of this deed or the Transaction Implementation Deed; and
 - (2) promptly (and in any event, within 48 hours) informs the other party of the contents and outcome of the discussions.
- (c) Neither party may hold itself out as being able to make any decision on behalf of the other party.
- (d) Without limiting clauses 4.4(a) or 4.4(b), if a party or its Related Persons engage in discussions with Azure, any Azure shareholder or any of their respective Related Persons in connection with the Proposed Transaction without a Representative of the other party or its Related Persons being present, then that party must promptly (and in any event, within 48 hours) provide full details of the matters discussed to the other party.
- (e) Each party must promptly (and in any event, within 48 hours) provide the other party with copies of any correspondence received by it or its Related Bodies Corporate from Azure, any Azure shareholder or any of their respective Related Persons in connection with the Proposed Transaction.
- (f) Each party must:
 - (1) use its best endeavours to procure that Azure promptly appoints the Independent Expert and meets its obligations under the Transaction Implementation Deed in connection with the preparation of the Independent Expert's Report; and
 - (2) subject to the Independent Expert entering into arrangements with BidCo including in relation to confidentiality in a form reasonably acceptable to BidCo, provide any assistance or information necessary for BidCo to meet its obligations under the Transaction Implementation Deed in connection with the preparation of the Independent Expert's Report.

4.5 Dealings with Government Agencies

- (a) Each party agrees to promptly co-operate and provide all necessary information and assistance reasonably required by the other party in relation to the ASIC Relief, FIRB Approval and other regulatory approvals, consents, waivers, exemptions or declarations under clause 3.1(b) of the Transaction Implementation Deed, including but not limited to any requests and enquiries from the relevant Government Agency.
- (b) Each party must comply, and must ensure that each of their Related Persons complies, with the ASIC Relief, including the conditions associated with the ASIC Relief.
- (c) Each party must not, and must ensure each of their Related Persons do not, do anything intended to prevent, or that would be reasonably likely to have the effect of preventing, or being in breach of conditions associated with, ASIC Relief and FIRB Approval.
- (d) Nothing in this clause 4.5 requires any party to give any undertakings to, or agree to any conditions with, any Government Agency.

4.6 Compulsory acquisition

If BidCo has the right to compulsorily acquire any outstanding Azure Shares under Chapter 6A.1 of the Corporations Act, BidCo must exercise that right.

5 Responding to a Competing Proposal

5.1 Response to a Competing Proposal

If a Third Party announces a Competing Proposal (or an intention to pursue a Competing Proposal), then SQM and Hancock must meet as soon as practicable to discuss and agree how to respond to the Competing Proposal (including whether, and by how much, the cash consideration under the Proposed Transaction should be varied).

5.2 Matching or acceptance of an alternative takeover bid

If, during the Match or Accept Period, a Third Party makes or varies offers under a takeover bid under Chapter 6 of the Corporations Act for Azure Shares (**Rival Bid**), and the Rival Bid satisfies the following conditions:

- (a) the Rival Bid was publicly announced;
- (b) the offers under the Rival Bid are:
 - (1) offers to acquire all of the Azure Shares; and
 - (2) at any time before the end of the Match or Accept Period, free of any defeating conditions other than a defeating condition that either relates only to the happening of an event or circumstance referred to in section 652C(1) or section 652C(2) of the Corporations Act or would be automatically satisfied by the Joint Bidders and their respective Associates accepting the offers under the Rival Bid; and
- (c) the value of the consideration that is offered under the Rival Bid, as at the time the offers are made or varied, is more than 105% of the value of the highest consideration offered under the Proposed Transaction at that time (as assessed by ASIC and notified to the Joint Bidders where the consideration offered under either the Proposed Transaction or the Rival Bid involves non-cash consideration),

then subject to clause 6.3 the Joint Bidders must, no later than 7 days after the conditions set out in clauses 5.2(b) and 5.2(c) are satisfied as a result of the making, or variation of, offers under the Rival Bid:

- (d) ensure that the highest consideration offered under the Proposed Transaction is increased to, or otherwise set at, a value that is equal to, or higher than, the value of the consideration offered under the Rival Bid; and
- (e) if the consideration offered under either the Proposed Transaction or the Rival Bid involves non-cash consideration, use reasonable endeavours to ensure that ASIC has assessed the increased consideration under the Proposed Transaction and has notified the Joint Bidders that it is satisfied that the highest consideration offered is of equal or higher value to that offered under the Rival Bid,

unless the offers under the Rival Bid in respect of all of the Azure Shares in which the Joint Bidders or any of their Associates have a Relevant Interest at the date of this deed have been accepted by that time.

5.3 Voting restriction in relation to an alternative scheme proposal

- (a) If, during the Match or Accept Period, Azure enters into an agreement with a Third Party to propose a new compromise or arrangement under Part 5.1 of the Corporations Act (**Rival Scheme**) which, if approved, will result in a Third Party acquiring a Relevant Interest in all of the Azure Shares in exchange for the Third Party providing consideration to Azure shareholders that is more than 105% of the value of the highest consideration offered under the Proposed Transaction including under any increased consideration announced by the Joint Bidders (as assessed by ASIC and notified to the Joint Bidders where the consideration offered under either the Proposed Transaction or Rival Scheme involves non-cash consideration), then the Joint Bidders must not, and must ensure that their respective Associates do not, cast a vote against any resolution necessary to approve the Rival Scheme unless the highest consideration offered under the Proposed Transaction is increased to, or otherwise set at, a value that is equal to, or higher than, the value of the consideration offered under the Rival Scheme.
- (b) For the avoidance of doubt:
 - (1) the voting restriction in clause 5.3(a) applies notwithstanding the termination of this deed; and
 - (2) except as otherwise provided in this deed, the Joint Bidders and their respective Associates are not prevented from disposing of any Azure Shares to a Third Party merely because the voting restriction in clause 5.3(a) would apply in respect of those Azure Shares if they had not been disposed of by the Joint Bidder or its Associates.
- (c) Subject to clause 5.3(b)(2), the Joint Bidders must take all reasonable steps to ensure that any bid class securities that are required to be accepted into any Rival Bid in accordance with clause 5.2, or in respect of which the voting restriction in clause 5.3(a) applies, remain at all relevant times within the power of the Joint Bidders to dispose of or vote (as the case may be) in accordance with those clauses.

6 Funding arrangements

6.1 Payment of consideration

If either:

- (a) the Scheme becomes Effective; or
- (b) the Takeover Bid is declared or becomes unconditional,

then the parties must procure the payment by BidCo of the consideration payable to Azure shareholders under the Scheme in accordance with the Scheme and Deed Poll or under the Takeover Bid (as applicable).

6.2 Funding of consideration

The Joint Bidders agree that they will contribute capital to BidCo on a pro rata basis in proportion to their Percentage Interests for the purposes of clause 6.1.

6.3 Election to fund 'matching transaction'

- (a) If during the Match or Accept Period, there is a Rival Bid or a Rival Scheme, and
- (1) the Joint Bidders have not agreed within 3 days of the announcement of the Rival Bid or Rival Scheme to increase the highest consideration offered under the Proposed Transaction to a value that is equal to, or higher than, the value of the consideration offered under the Rival Bid or Rival Scheme; and
 - (2) one of the Joint Bidders (**Participating Joint Bidder**) wishes to increase the highest consideration offered under the Proposed Transaction to a value that is equal to, or higher than, the value of the consideration offered under the Rival Bid or Rival Scheme (**Matching Offer**),
- then the Participating Joint Bidder may give written notice to the other Joint Bidder (**Non-Participating Joint Bidder**) that the Participating Joint Bidder proposes to make the Matching Offer and specifying the price of the Matching Offer (**Matching Notice**).
- (b) If the Participating Joint Bidder gives a Matching Notice to the Non-Participating Joint Bidder then the Non-Participating Joint Bidder must, no later than 1 day after receipt of the Matching Notice from the Participating Joint Bidder, give written notice (**Option Notice**) of its election to:
- (1) continue as a Joint Bidder and participate in the Matching Offer at the price set out in the Matching Notice, in which case the Joint Bidders must proceed with the Matching Offer;
 - (2) continue as a Joint Bidder but not participate in the Matching Offer at the price set out in the Matching Notice, in which case clause 6.3(f) will apply; or
 - (3) terminate this deed, in which case clause 6.6 will apply.
- (c) An Option Notice is irrevocable once given.
- (d) If both Joint Bidders give a Matching Notice under clause 6.3(a), the Matching Notice with the higher price will be disregarded.
- (e) If the Non-Participating Joint Bidder fails to give an Option Notice to the Participating Joint Bidder within the time required by clause 6.3(b) then the Non-Participating Joint Bidder will be deemed to have elected to continue as a Joint Bidder but not participate in the Matching Offer, and clause 6.3(f) will apply.
- (f) If the Non-Participating Joint Bidder gives notice to the Participating Joint Bidder that it elects to continue as a Joint Bidder but not participate in the Matching Offer in accordance with clause 6.3(b)(2) or is deemed to have elected to continue in accordance with clause 6.3(e) then:
- (1) the Participating Joint Bidder may cause BidCo to agree with Azure an increase in the cash consideration payable under the Proposed Transaction;

- (2) the Non-Participating Joint Bidder must, and must cause BidCo to, agree to any amendments to the Transaction Implementation Deed reasonably required by the Participating Joint Bidder to provide for the increase in cash consideration required for the Matching Offer;
 - (3) the Participating Joint Bidder will be wholly responsible for providing, or procuring the provision of, the additional funding required to meet the increase in cash consideration payable by BidCo under the Proposed Transaction;
 - (4) the Non-Participating Joint Bidder will not be obliged to provide, or procure the provision of, additional funding to meet the increase in cash consideration payable under the Proposed Transaction;
 - (5) subject to clause 6.3(f)(6), clause 6.5 will apply; and
 - (6) if the Non-Participating Joint Bidder subsequently breaches either of clauses 4.1(b) or 6.3(f)(2), then clause 6.6 will apply.
- (g) For the avoidance of doubt, this clause 6.3:
- (1) will apply to any Rival Bid or Rival Scheme arising during the Match or Accept Period, including any and each Rival Bid or Rival Scheme that arises subsequent to a Matching Offer; and
 - (2) can apply more than once.

6.4 Offer continues if no election to match

If, in response to a Rival Bid or Rival Scheme which is not a 105% Rival Bid or 105% Rival Scheme respectively, a Matching Notice has not been given or both Joint Bidders have agreed not to propose a Matching Offer, then the arrangements between the parties (including the Proposed Transaction) will continue on the terms set out in this deed and the Transaction Implementation Deed (as applicable).

6.5 Dilution

- (a) If the Non-Participating Joint Bidder gives notice to the Participating Joint Bidder that it elects to continue as a Joint Bidder in accordance with clause 6.3(b)(2) or is deemed to continue as a Joint Bidder in accordance with clause 6.3(e), then each Joint Bidder's Percentage Interest will be adjusted in accordance with the following formula:

$$\text{New Percentage Interest} = \frac{A}{B} \times 100$$

where:

"New Percentage Interest" means the Percentage Interest of the Joint Bidder after a Matching Notice;

"A" means the amount of the total cash consideration payable to Azure shareholders under the Proposed Transaction to be funded by the Joint Bidder; and

"B" means the amount of the total cash consideration payable to Azure shareholders under the Proposed Transaction.

- (b) Promptly following the Non-Participating Joint Bidder giving notice to the Participating Joint Bidder that it elects to continue as a Joint Bidder in accordance with clause 6.3(b)(2) or it being deemed to continue as a Joint Bidder in accordance with clause 6.3(e), the parties must procure that BidCo

issues, and the Participating Joint Bidder must subscribe for, the number of new BidCo Shares for nominal consideration that will give effect to clause 6.5(a).

6.6 Solo transaction

Where, in response to a Rival Bid or a Rival Scheme, a Non-Participating Joint Bidder:

- (a) gives notice to a Participating Joint Bidder of its election to terminate this deed in accordance with clause 6.3(b)(3); or
- (b) defaults in the circumstances contemplated by clause 6.3(f)(6),

the Non-Participating Joint Bidder must:

- (c) do all things and execute all documents necessary to transfer or caused to be transferred all of its shares in BidCo to the Participating Joint Bidder for consideration equal to the aggregate of all funding provided by the Non-Participating Joint Bidder to BidCo as at the date of the transfer;
- (d) provide the Participating Joint Bidder with full control of BidCo and of the conduct of the Proposed Transaction;
- (e) unless agreed otherwise, continue to do all things necessary to ensure Azure shareholders (other than Excluded Shareholders) approve the Item 7 Resolution by the requisite majority under item 7 of section 611 of the Corporations Act; and
- (f) in respect of a Matching Offer in response to a 105% Rival Bid or 105% Rival Scheme only, provided that a Superior Proposal has not been publicly announced (and remains a Superior Proposal) within 21 days from the date that the Matching Offer is announced:
 - (1) as soon as practicable accept all of the Azure Shares in which the Non-Participating Joint Bidder or any of its Associates (other than the Participating Joint Bidder) has a Relevant Interest into the Takeover Bid Transaction made by the Participating Joint Bidder under the Matching Offer;
 - (2) vote all of the Azure Shares in which the Non-Participating Joint Bidder or any of its Associates (other than the Participating Joint Bidder) has a Relevant Interest to approve the Scheme Transaction under the Matching Offer, and must ensure that it and its Associates do not cast a vote against any resolution necessary to approve the Scheme Transaction under the Matching Offer; and
 - (3) ensure that any Azure Shares that are required to be accepted into the Takeover Bid Transaction or voted for the Scheme Transaction under the Matching Offer in accordance with clauses 6.6(f)(1) and 6.6(f)(2), remain:
 - (A) for a period no longer than 3 months from the date of this deed; or
 - (B) if Azure shareholders (other than Excluded Shareholders) approve the Item 7 Resolution by the requisite majority under item 7 of section 611 of the Corporations Act, at all relevant times,within the power and control of the Non-Participating Joint Bidder to dispose of or vote (as the case may be), in accordance with those clauses.
- (g) For the avoidance of doubt:

- (1) clauses 6.6(f)(1), 6.6(f)(2) and 6.6(f)(3) do not prohibit the Non-Participating Joint Bidder or any of its Associates from accepting, or voting its Azure Shares in favour of, a Superior Proposal, provided that the Superior Proposal is announced (and remains a Superior Proposal) within 21 days from the date that the Matching Offer is announced; and
- (2) if a Matching Offer is in response to a Rival Bid that is not a 105% Rival Bid or Rival Scheme that is not a 105% Rival Scheme, the Non-Participating Joint Bidder is free to dispose of or vote (as the case may be), its Azure Shares in its absolute discretion.

6.7 Power of attorney

In consideration of each other party entering into this deed, the Non-Participating Joint Bidder irrevocably:

- (a) appoints the Participating Joint Bidder to be its attorney for the purposes of executing and delivering to the Participating Joint Bidder, in the name of the Non-Participating Joint Bidder and on its behalf, all documents required to be executed and delivered by that Non-Participating Joint Bidder under clause 6.6(c);
- (b) declares that all acts and things done by the Participating Joint Bidder in exercising powers under this power of attorney will be as good and valid as if they had been done by that Non-Participating Joint Bidder and ratifies and confirms what the Participating Joint Bidder lawfully does, or causes to be done, under the appointment in this clause 6.7;
- (c) indemnifies the Participating Joint Bidder against and agrees to reimburse and compensate the Participating Joint Bidder for all claims, demands, costs, charges, expenses, outgoings, losses and liabilities arising in any way in connection with the lawful exercise of all or any of the powers and authorities under the appointment in clause 6.7; and
- (d) without prejudice to the other provisions of this clause 6.7, must deliver to the Participating Joint Bidder on demand any power of attorney, instrument of transfer or other document which the Participating Joint Bidder requires for the purposes of any transaction or action contemplated by clause 6.7(a).

7 Exclusivity

7.1 No existing discussions

Each party represents and warrants to the other that, as at the date of this deed, it and each of its Related Bodies Corporate and their respective Related Persons:

- (a) is not a party to any agreement, arrangement or understanding with a Third Party entered into for the purpose of facilitating a Competing Proposal; and
- (b) is not participating in any discussions, negotiations or other communications, and has terminated any existing discussions, negotiations or other communications, in relation to a Competing Proposal, or which could reasonably be expected to lead to a Competing Proposal.

7.2 No shop and no talk

During the Exclusivity Period, each party must not, and must ensure that its Related Persons and Related Bodies Corporate and the Related Persons of those Related Bodies Corporate do not, directly or indirectly:

- (a) **(no shop)** solicit, invite, encourage or initiate (including by the provision of non-public information to any Third Party) any inquiry, expression of interest, offer, proposal, discussion or other communication by any person in relation to, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal or communicate to any person an intention to do anything referred to in this clause 7.2(a); or
- (b) **(no talk):**
 - (1) facilitate, participate in or continue any negotiations, discussions or other communications with respect to any inquiry, expression of interest, offer, proposal or discussion by any person to make, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal;
 - (2) negotiate, accept or enter into, or offer or agree to negotiate, accept or enter into, any agreement, arrangement or understanding regarding an actual, proposed or potential Competing Proposal; or
 - (3) communicate to any person an intention to do anything referred to in the preceding paragraphs of this clause 7.2(b).

7.3 Notification of approaches

- (a) During the Exclusivity Period, each party must as soon as possible (and in any event within 24 hours) notify the other in writing if it, any of its Related Bodies Corporate or any of their respective Related Persons, becomes aware of any:
 - (1) negotiations, discussions or other communications, approach or attempt to initiate any negotiations, discussions or other communications, or intention to make such an approach or attempt to initiate any negotiations, discussions or other communications in respect of any inquiry, expression of interest, offer, proposal or discussion in relation to an actual, proposed or potential Competing Proposal; or
 - (2) proposal made to it, any of its Related Bodies Corporate or any of their respective Related Persons in connection with, or in respect of any exploration or completion of, an actual, proposed or potential Competing Proposal,whether direct or indirect, solicited or unsolicited, and in writing or otherwise.
- (b) A notification given under clause 7.3(a) must include the identity of the relevant person making or proposing the relevant actual, proposed or potential Competing Proposal, together with all material terms and conditions of the actual, proposed or potential Competing Proposal (including price and form of consideration, conditions precedent, proposed deal protection arrangements and timetable), in each case to the extent known by the relevant party or any of its Related Persons.
- (c) During the Exclusivity Period, each party must also notify the other in writing as soon as possible after it, any of its Related Bodies Corporate or any of their respective Related Persons, becomes aware of any material developments in relation to the actual, proposed or potential Competing Proposal, including in

respect of any of the information previously provided to the other party pursuant to this clause 7.3.

7.4 Standstill

- (a) Subject to clause 7.4(b), each party must not, and must ensure that each of their Associates do not, (alone or with others) for a period ending on the earlier of:
- (1) the termination of this deed; and
 - (2) the later of the period permitted by section 609(7)(c) of the Corporations Act as modified by any ASIC relief, and, if Azure shareholders (other than Excluded Shareholders) approve the Item 7 Resolution by the requisite majority under item 7 of section 611 of the Corporations Act, the expiry date of the Exclusivity Period),
- do any of the following:
- (3) acquire, purchase or sell, or agree to acquire, purchase or sell, any securities (or direct or indirect rights, warrants or options to acquire any securities) or any assets of Azure or any of its Related Bodies Corporate;
 - (4) enter into any agreement or arrangement that confers rights the economic effect of which is equivalent or substantially equivalent to holding, acquiring or disposing of securities of Azure or any of its Related Bodies Corporate or of any assets of Azure or any of its Related Bodies Corporate (including cash-settled derivative contracts, contracts for difference or other derivative contracts);
 - (5) solicit proxies from shareholders of Azure, solicit support from shareholders of Azure for any proposal by it or any of its Related Bodies Corporate, or otherwise seek to influence or control the management or policies of Azure (including seeking to call, or seeking support for the calling of, a general meeting of the shareholders of Azure);
 - (6) enter into any arrangements in relation to Azure or any business of it with any person who has a Relevant Interest in, or who holds, directly or indirectly, shares of Azure; or
 - (7) aid, abet, counsel or induce any other person to do any of the things mentioned in clauses 7.4(a)(3), 7.4(a)(4), 7.4(a)(5) or 7.4(a)(6).
- (b) Nothing in clause 7.4(a) prevents any party from taking any action:
- (1) to acquire or purchase any securities or agree to acquire or purchase, any securities of Azure, provided that:
 - (A) the acquisition or purchase is permitted by law;
 - (B) the consideration for the acquisition or purchase is no greater than the consideration offered under the Takeover Bid Transaction;
 - (C) upon the acquisition or purchase that party does not have a Relevant Interest in Azure Shares exceeding 19.99% of the Azure Shares on issue;
 - (2) that is expressly contemplated or permitted in this deed;
 - (3) to implement the Proposed Transaction;

- (4) to comply with the ASIC Relief; or
- (5) with the prior written consent of the other parties.

8 Termination

8.1 Transaction failure

This deed:

- (a) may be terminated immediately upon notice by Hancock or SQM if Azure shareholders (other than Excluded Shareholders) do not approve the Item 7 Resolution by the requisite majority under item 7 of section 611 of the Corporations Act; and
- (b) will automatically terminate with immediate effect if:
 - (1) a Non-Participating Joint Bidder gives notice to a Participating Joint Bidder that it elects to terminate this deed in accordance with clause 6.3(b)(3);
 - (2) a Non-Participating Joint Bidder defaults in the circumstances contemplated by clause 6.3(f)(6); or
 - (3) the:
 - (A) Effective Date for the Scheme has not occurred, or will not occur, on or before the End Date; and
 - (B) the parties withdraw the Takeover Bid or the Takeover Bid lapses for any reason, including non-satisfaction of a condition to the Takeover Bid.

8.2 Material breach

A party (**Non-Defaulting Party**) may terminate this deed by written notice to the other party (**Defaulting Party**):

- (a) in the case of a breach of clauses 7.2(b)(2), with immediate effect; or
- (b) in the case of all other breaches of this deed (unless specified otherwise), if the Defaulting Party has materially breached this deed, the Non-Defaulting Party has given written notice to the Defaulting Party setting out the relevant circumstances and stating an intention to terminate this deed if the breach is not remedied, and the Defaulting Party has failed to remedy the breach within 10 Business Days after the date on which the notice is given.

8.3 Effect of termination

If this deed is terminated under clause 8.1 or 8.2:

- (a) each party will be released from its obligations under this deed, except that this clause 8, and clauses 1, 6.6, 6.7 and 9 to 16, will survive termination and remain in force;
- (b) each party will retain the rights it has or may have against the other party in respect of any past breach of this deed; and

- (c) in all other respects, all future obligations of the parties under this deed will immediately terminate and be of no further force and effect.

9 Warranties

Each party represents and warrants to the other that:

- (a) it is a validly existing corporation registered under the laws of its place of incorporation;
- (b) the execution and delivery of this deed by it has been properly authorised by all necessary corporate action, and it has taken or will take all necessary corporate action to authorise the performance of this deed and the transactions contemplated by this deed;
- (c) it has full capacity, corporate power and lawful authority to execute, deliver and perform this deed and to carry out the transactions contemplated by this deed;
- (d) neither this deed nor the carrying out by it of the transactions contemplated by this deed does or will conflict with or result in the breach of or a default under:
 - (1) any provision of its constitution; or
 - (2) any writ, order or injunction, judgment, law, rule or regulation to which it is party or subject or by which it or any other of its Related Bodies Corporate is bound,and it is not otherwise bound by any agreement that would prevent or restrict it from entering into or performing this deed; and
- (e) this deed is a valid and binding obligation of it, enforceable in accordance with its terms.

10 Public announcements

10.1 Public announcements

Subject to clause 10.2, no public announcement or public disclosure of the Proposed Transaction or any other transaction the subject of this deed or the Proposed Transaction may be made other than in a form approved by each party in writing (acting reasonably), but each party must use all reasonable endeavours to provide such approval as soon as practicable.

10.2 Required disclosure

Where a party receives written advice from its legal counsel that it is required by applicable law or the rules of any recognised stock exchange to make any announcement or to make any disclosure in connection with the Proposed Transaction or any other transaction the subject of this deed or the Proposed Transaction, it may do so despite clause 10.1 but must only make the minimum disclosure required by law and must, to the extent lawful and possible having regard to the required timing of the disclosure, consult with the other party prior to making the relevant disclosure and take account of any reasonable comments received from the other party in relation to the form and content of the announcement or disclosure.

11 Confidentiality

- (a) Each party (**recipient**) must keep secret and confidential, and must not divulge or disclose any information relating to another party or its business (which is disclosed to the recipient by the other party, its representatives or advisers) or this deed other than to the extent that:
 - (1) the information is in the public domain as at the date of this deed (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the recipient);
 - (2) the recipient is required to disclose the information by applicable law or the rules of any recognised stock exchange on which its shares or the shares of any of its Related Bodies Corporate are listed, provided that the recipient has to the extent possible having regard to the required timing of the disclosure consulted with the provider of the information as to the form and content of the disclosure;
 - (3) the disclosure is made by the recipient to its financiers or lawyers, accountants, investment bankers, consultants or other professional advisers to the extent necessary to enable the recipient to properly perform its obligations under this deed, in which case the recipient must ensure that such persons keep the information secret and confidential and do not divulge or disclose the information to any other person;
 - (4) the disclosure is required for use in legal proceedings regarding this deed; or
 - (5) the party to whom the information relates has consented in writing before the disclosure.
- (b) Each recipient must ensure that its directors, officers, employees, agents representatives and Related Bodies Corporate comply in all respects with the recipient's obligations in this clause 11.
- (c) The parties acknowledge that a copy of this deed will be disclosed as attachments to the notices required to be given by or on behalf of the parties under Part 6C.1 of the Corporations Act.

12 Transaction costs

12.1 Historical costs

- (a) All costs and expenses incurred by the SQM Group prior to the date of execution of this deed in connection with the Proposed Transaction are to be borne by the SQM Group.
- (b) All costs and expenses incurred by the Hancock Group prior to the date of execution of this deed in connection with the Proposed Transaction are to be borne by the Hancock Group.

12.2 Separate costs

Each Joint Bidder will bear and be solely liable for:

- (a) its own internal resource costs (including travel costs, accommodation costs and personnel time) incurred on or after the date of execution of this deed in connection with the Proposed Transaction;
- (b) its own external costs incurred on or after the date of execution of this deed in connection with the funding arrangements for the Proposed Transaction;
- (c) all costs incurred where that Joint Bidder requires separate representation or advice in connection with specific issues arising out of the Proposed Transaction; and
- (d) all costs incurred by it which are not Joint Costs or are otherwise dealt with through a separate cost sharing agreement.

12.3 Joint Costs

- (a) Each Joint Bidder will be severally responsible for and must fund the Joint Costs on a pro rata basis in proportion to their Percentage Interests.
- (b) If a Joint Bidder terminates this deed in accordance with clause 8.2, then the other Joint Bidder will solely bear the Joint Costs.

12.4 Reimbursement Fee

If BidCo receives payment of the Reimbursement Fee pursuant to the Transaction Implementation Deed, then the Reimbursement Fee must be applied as follows:

- (a) first, in payment of the Joint Costs; and
- (b) any remaining balance of the Reimbursement Fee will be payable by BidCo to the Joint Bidders on a pro rata basis in proportion to their respective Percentage Interests.

12.5 Reverse Reimbursement Fee

If the Reverse Reimbursement Fee becomes payable to Azure pursuant to the Transaction Implementation Deed:

- (a) as a consequence of, or for reasons materially contributed to by, a Joint Bidder (**Defaulting Joint Bidder**) having materially breached any obligation under this deed or causing BidCo to materially breach any obligation under the Transaction Implementation Deed and such breach has not been remedied within 5 Business Days after receipt of written notice of the breach from the other Joint Bidder (**Non-Defaulting Joint Bidder**), then the Defaulting Joint Bidder must pay (or procure BidCo to pay) the Reverse Reimbursement Fee to Azure pursuant to the Transaction Implementation Deed and without any recourse to the Non-Defaulting Joint Bidder; or
- (b) in all other circumstances, then the Joint Bidders must cause BidCo to pay the Reverse Reimbursement Fee to Azure pursuant to the Transaction Implementation Deed. The Joint Bidders must provide funding to BidCo for the payment of the Reverse Reimbursement Fee (if any) in accordance with their Percentage Interests at the time the Reverse Reimbursement Fee is incurred.

12.6 Costs of this deed

Except as otherwise expressly provided in this deed, each party must pay its own costs in connection with the negotiation, preparation, execution and delivery of this deed.

13 Guarantee by Hancock Parent

13.1 Guarantee and indemnity

Hancock Parent:

- (a) unconditionally and irrevocably guarantees to SQM on demand, the due and punctual performance of Hancock's obligations under this deed to make any payment or provide any funding; and
- (b) as a separate and additional liability, indemnifies SQM against all loss, actions, proceedings and judgments of any nature, incurred by, brought, made or recovered against SQM arising from any default or delay in the due and punctual performance of Hancock's obligations to make any payment or provide any funding under this deed.

13.2 Extent of guarantee and indemnity

The liability of Hancock Parent under this clause 13 is not affected by anything that, but for this clause 13, might operate to release or exonerate Hancock Parent in whole or in part from its obligations including any of the following, whether with or without the consent of Hancock Parent:

- (a) the grant to Hancock, Hancock Parent or any other person of any time, waiver or other indulgence, or the discharge or release of Hancock, Hancock Parent or any other person from any liability or obligation;
- (b) any transaction or arrangement that may take place between SQM, SQM Parent, Hancock, Hancock Parent or any other person;
- (c) the failure or omission or any delay by SQM or Hancock to give notice to Hancock Parent of any default by Hancock or any other person under this deed; and
- (d) any legal limitation, disability, incapacity or other circumstances related to the SQM or any other person.

13.3 Principal and independent obligation

This clause 13 is a principal obligation and is not to be treated as ancillary or collateral to any other right or obligation and extends to cover this deed as amended, varied, supplemented, renewed or replaced.

13.4 Continuing guarantee and indemnity

This clause 13 is a continuing obligation of Hancock Parent, despite completion of the Proposed Transaction, and remains in full force and effect for so long as Hancock has any liability or obligation to SQM under this deed and until all of those liabilities or obligations have been fully discharged.

13.5 No withholdings

- (a) Hancock Parent must make all payments that become due under this clause 13, free and clear and without deduction of all present and future withholdings (including taxes, duties, levies, imposts, deductions and charges of Australia or any other jurisdiction).

- (b) If Hancock Parent is compelled by law to deduct any withholding, then in addition to any payment due under this clause 13, it must pay to SQM such amount as is necessary to ensure that the net amount received by SQM after withholding equals the amount SQM would otherwise have been entitled to if not for the withholding.

13.6 No set off

Hancock Parent has no right to set off, deduct or withhold any moneys that it may be or become liable to pay under this clause 13, against any moneys that SQM or any other member of the SQM Group may be, or become, liable to pay to a member of the Hancock Group whether under this deed or otherwise.

13.7 Hancock Parent's liability

Hancock Parent's liability in respect of any claim shall not exceed Hancock's liability in respect of that claim.

14 Guarantee by SQM Parent

14.1 Guarantee and indemnity

SQM Parent:

- (a) unconditionally and irrevocably guarantees to Hancock on demand, the due and punctual performance of SQM's obligations under this deed to make any payment or provide any funding; and
- (b) as a separate and additional liability, indemnifies Hancock against all loss, actions, proceedings and judgments of any nature, incurred by, brought, made or recovered against Hancock arising from any default or delay in the due and punctual performance of SQM's obligations to make any payment or provide any funding under this deed.

14.2 Extent of guarantee and indemnity

The liability of SQM Parent under this clause 14 is not affected by anything that, but for this clause 14 might operate to release or exonerate SQM Parent in whole or in part from its obligations including any of the following, whether with or without the consent of SQM Parent:

- (a) the grant to SQM, SQM Parent or any other person of any time, waiver or other indulgence, or the discharge or release of SQM, SQM Parent or any other person from any liability or obligation;
- (b) any transaction or arrangement that may take place between Hancock, Hancock Parent, SQM, SQM Parent or any other person;
- (c) the failure or omission or any delay by Hancock or SQM to give notice to SQM Parent of any default by SQM or any other person under this deed; and
- (d) any legal limitation, disability, incapacity or other circumstances related to the Hancock or any other person.

14.3 Principal and independent obligation

This clause 14 is a principal obligation and is not to be treated as ancillary or collateral to any other right or obligation and extends to cover this deed as amended, varied, supplemented, renewed or replaced.

14.4 Continuing guarantee and indemnity

This clause 14 is a continuing obligation of SQM Parent, despite completion of the Proposed Transaction, and remains in full force and effect for so long as SQM has any liability or obligation to Hancock under this deed and until all of those liabilities or obligations have been fully discharged.

14.5 No withholdings

- (a) SQM Parent must make all payments that become due under this clause 14, free and clear and without deduction of all present and future withholdings (including taxes, duties, levies, imposts, deductions and charges of Australia or any other jurisdiction).
- (b) If SQM Parent is compelled by law to deduct any withholding, then in addition to any payment due under this clause 14, it must pay to Hancock such amount as is necessary to ensure that the net amount received by Hancock after withholding equals the amount Hancock would otherwise have been entitled to if not for the withholding.

14.6 No set off

SQM Parent has no right to set off, deduct or withhold any moneys that it may be or become liable to pay under this clause 14, against any moneys that Hancock or any other member of the Hancock Group may be, or become, liable to pay to a member of the SQM Group whether under this deed or otherwise.

14.7 SQM Parent's liability

SQM Parent's liability in respect of any claim shall not exceed SQM's liability in respect of that claim.

15 Notices

15.1 Form of Notice

A notice or other communication to a party under this deed (**Notice**) must be:

- (a) in writing and in English; and
- (b) addressed to that party in accordance with the details below (or any alternative details nominated to the sending party by Notice).

Party	Notice details

SQM **Attention:** Mark Fones (with a copy to Luis Bravo)
Address: Level 19, 109 St Georges Terrace, Perth WA 6000, Australia
Email: mark.fones@sqm.com (with a copy to luis.bravo@sqm.com)

Hancock **Attention:** Company Secretary
Address: Level 3 HPPL House, Level 3, 28-42 Ventnor Avenue, West Perth WA 6005, Australia
Email: cosec@hancockprospecting.com.au

SQM Parent **Attention:** Mark Fones (with a copy to Luis Bravo)
Address: El Trovador 4285, Las Condes, Santiago, 7550079, Chile
Email: mark.fones@sqm.com (with a copy to luis.bravo@sqm.com)

Hancock Parent **Attention:** Company Secretary
Address: Level 3 HPPL House, Level 3, 28-42 Ventnor Avenue, West Perth WA 6005, Australia
Email: cosec@hancockprospecting.com.au

BidCo **Attention:** Mark Fones (with a copy to Luis Bravo) and Company Secretary, Hancock Prospecting Pty Limited
Address: Level 3, Level 3, 28-42 Ventnor Avenue, West Perth WA 6005, Australia
Email: mark.fones@sqm.com (with a copy to luis.bravo@sqm.com) and cosec@hancockprospecting.com.au

15.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a day that is not a Saturday, Sunday or a public holiday or bank holiday in the place of receipt (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address

By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second day that is not a Saturday, Sunday or a public holiday or bank holiday in the place of receipt after the date of posting
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By email to the nominated email address	The first to occur of: <ol style="list-style-type: none">1 the sender receiving an automated message confirming delivery; or2 two hours after the time that the email was sent (as recorded on the device from which the email was sent) provided that the sender does not, within the period, receive an automated message that the email has not been delivered.
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15.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than email as permitted in clause 15.2).

16 General

16.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in Western Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

16.2 Invalidity and enforceability

- (a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 16.2(a) does not apply where enforcement of the provision of this deed in accordance with clause 16.2(a) would materially affect the nature or effect of the parties' obligations under this deed.

16.3 Entire agreement

This deed states all the express terms agreed by the parties in respect of its subject matter. This deed supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

16.4 Assignment of rights

A party may not assign, novate, declare a trust over or otherwise transfer or deal with any of its rights or obligations under this deed without the prior written consent of the other party or as expressly provided in this deed.

16.5 Further assurances

Each party must, at its own cost, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

16.6 No merger

The rights and obligations of the parties do not merge on completion of the Proposed Transaction. They survive the execution and delivery of any assignment or other document entered into for the purpose of implementing the Proposed Transaction.

16.7 Variation

A variation of any term of this deed must be in writing and signed by the parties.

16.8 Waiver

No party to this deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 16.8 are set out below.

Term	Meaning
conduct	includes delay in the exercise of a right.
right	any right arising under or in connection with this deed and includes the right to rely on this clause.
waiver	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

16.9 Relationship of the parties

Except as expressly provided in this deed, no party is the partner, agent, employee or representative of any other party and no party has the power to incur any obligations on behalf of, or pledge for the credit of, any other party.

16.10 Remedies cumulative

Except as provided in this deed and permitted by law, the rights, powers and remedies provided in this deed are cumulative with, and not exclusive of, the rights, powers and remedies provided by law independently of this deed.

16.11 Specific performance or injunctive relief

Each party acknowledges that the remedy of damages may be inadequate to protect the interests of the other party for a breach of this deed and that a party is entitled to seek, without limitation, injunctive relief if the other party breaches, or threatens to breach, this deed.

16.12 Exercise of rights

- (a) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

16.13 Counterparts

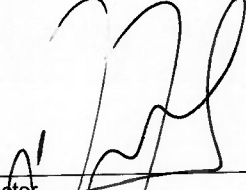
This deed may be executed in any number of counterparts.

Signing page

Executed as a deed

Signed, sealed and delivered by
SQM Australia Pty Ltd
By

sign here ► 
Company Secretary/Director
print name MARK FONES

sign here ► 
Director
print name CARLOS DIAZ

Signed, sealed and delivered by
Hanrine Future Metals Pty Ltd
By

sign here ► _____
Company Secretary/Director
print name _____

sign here ► _____
Director
print name _____

Signed, sealed and delivered by
Hancock Prospecting Pty Ltd
by

sign here ► _____
Company Secretary/Director
print name _____

sign here ► _____
Director
print name _____

Signing page

Executed as a deed

Signed, sealed and delivered by

SQM Australia Pty Ltd

By

sign here ►

Company Secretary/Director

sign here ►

Director

print name

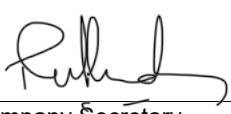
print name

Signed, sealed and delivered by

Hanrine Future Metals Pty Ltd

By

sign here ►



Company Secretary

sign here ►



Director

print name

_____ Jabez Huang

print name

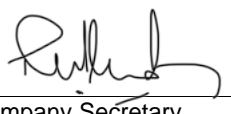
_____ Jay Newby

Signed, sealed and delivered by

Hancock Prospecting Pty Ltd

by

sign here ►



Company Secretary

sign here ►



Director

print name

_____ Jabez Huang

print name

_____ Jay Newby

Signed, sealed and delivered by
**Sociedad Quimica y Minera de
Chile S.A.** in the presence of

sign here ►

Authorised Signatory

print name

GERARDO ULARRI

Seal

sign here ►

Witness

Authorised Signatory

print name

GONZALO AGUIRRE

Signed, sealed and delivered by
SH Mining Pty Ltd
by

sign here ►

Company Secretary/Director

print name

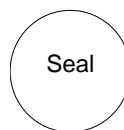
sign here ►

Director

print name

MARK FONES

Signed, sealed and delivered by
**Sociedad Quimica y Minera de
Chile S.A.** in the presence of



sign here ► _____
Authorised Signatory

sign here ► _____
Witness

print name _____

print name _____

Signed, sealed and delivered by
SH Mining Pty Ltd
by

A handwritten signature in black ink, appearing to be "J Newby".

sign here ► _____
Director

sign here ► _____
Director

print name _____ Jay Newby

print name _____