

**Goldman Sachs (Asia) L.L.C.**

68th Floor | Cheung Kong Center | 2 Queen's Road Central | Hong Kong  
Tel: (852) 2978-1000 | Fax: (852) 2978-0967



1 May 2024

Australian Securities Exchange  
Exchange Centre  
20 Bridge Street  
Sydney, NSW, 2000  
Australia

Dear Sir/ Madam,

Goldman Sachs Australia Pty Ltd (ABN 21 006 797 897) ("GSA") and Citigroup Global Markets Australia Pty Limited (ABN 64 003 114 832) have underwritten the sale of 100,000,000 fully paid ordinary shares ("Sale Securities") in Worley Limited (ABN 17 096 090 158) in accordance with the terms of a sale agreement (a copy of which is attached) ("Sale Agreement") entered into on 29 April 2024 with Samurai Investments.

Upon signing the Sale Agreement, pursuant to the operation of the Corporations Act 2001 (Cth), GSA and other associated group entities (together, "Goldman Sachs") obtained a technical relevant interest in the Sale Securities.

Goldman Sachs will cease to hold this technical relevant interest following settlement taking place in accordance with the terms of the Sale Agreement (scheduled for 2 May 2024).

Yours faithfully,

A handwritten signature in cursive script, appearing to read "Rahail Patel".

Rahail Patel  
Executive Director

Enclosures

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial shareholder**

To Company Name/Scheme	WORLEY LIMITED
ACN	ACN 096 090 158

**1. Details of substantial holder**

Name	The Goldman Sachs Group, Inc. ("GSGI") on behalf of itself and its subsidiaries ("Goldman Sachs Group") including its significant subsidiaries listed in Annexure A ("Significant Subsidiaries") and Goldman Sachs Holdings ANZ Pty Limited and its subsidiaries ("Goldman Sachs Australia Group")
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ACN/ARSN (if applicable)	Not applicable
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The holder became a substantial holder on	29 April 2024
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**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	Number of securities	Persons' votes	Voting power
Fully Paid Ordinary Shares	101,347,695	101,347,695	19.24%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder 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	Class and number of securities	
GSGI	GSGI has a relevant interest in fully paid ordinary shares by virtue of section 608(3) of the Corporations Act 2001 (Cth).	101,347,695	Fully Paid Ordinary Shares
Goldman Sachs Asset Management, L.P. ("GSAML")	GSAML has a relevant interest in fully paid ordinary shares in its capacity as investment manager for a range of client portfolios.	97,240	Fully Paid Ordinary Shares
Goldman Sachs Financial Markets Pty Ltd ("GAUS")	GAUS beneficially owns fully paid ordinary shares.	1,106,148	Fully Paid Ordinary Shares
Goldman Sachs International ("GSI")	Holder of shares subject to an obligation to return under the securities lending agreements (see Annexure B).	35,512	Fully Paid Ordinary Shares
GSI	GSI beneficially owns fully paid ordinary shares.	8,502	Fully Paid Ordinary Shares

Holder of relevant interest	Nature of relevant interest	Class and number of securities	
Goldman Sachs Asset Management B.V. ("GSAM B.V.")	GSAM B.V. has a relevant interest in the control of voting of fully paid ordinary shares in its capacity as investment manager for a range of client portfolios.	100,293	Fully Paid Ordinary Shares
Goldman Sachs Australia Pty Ltd ("GSA")	GSA entered into a sale agreement on 29 April 2024 ("Agreement") with Samurai Investments, a limited company organised under the laws of the Cayman Islands and Citigroup Global Markets Australia Pty Limited. Please refer to the attached Agreement.  Upon signing the Agreement, pursuant to the operation of the Corporations Act 2001(Cth), GSA obtained a technical relevant interest.	100,000,000	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	Class and number of securities	
GSAMLP	Bank of New York Mellon	Various Clients	23,470	Fully Paid Ordinary Shares
	HSBC Custody Nominees Australia Limited		72,890	Fully Paid Ordinary Shares
	State Street Bank and Trust Company - Boston Branch		353	Fully Paid Ordinary Shares
	ADR depository bank (being one of JPMorgan Chase & Co., Bank of New York Mellon, Citibank N.A., Deutsche Bank AG)		527	Fully Paid Ordinary Shares
GAUS	HSBC Custody Nominees Australia Limited	GAUS	1,106,148	Fully Paid Ordinary Shares
GSI	HSBC Custody Nominees Australia Limited	GSI	44,014	Fully Paid Ordinary Shares
GSAM B.V.	Bank of New York Mellon SA/NV Luxembourg Branch	Various Clients	100,293	Fully Paid Ordinary Shares
GSA	Samurai Investments	Samurai Investments	100,000,000	Fully Paid Ordinary 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	Class and number of securities
Please refer to Annexure B and C.			

#### 6. Associates

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

Name and ACN (if applicable)	Nature of association
N/A	N/A

**7. Addresses**

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

Name	Address
GSGI	Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801, USA
Goldman Sachs Australia Group	All care of Level 22, 101 Collins Street, Melbourne Victoria 3000, Australia
GSAML	Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801, USA
GAUS	Level 22, 101 Collins Street, Melbourne, Victoria 3000, Australia
GSI	Plumtree Court, 25 Shoe Lane, London EC4A 4AU, United Kingdom
GSAM B.V.	Prinses Beatrixlaan 35, The Hague, 2595 AK, NLD
GSA	Level 22, 101 Collins Street, Melbourne Victoria 3000, Australia
HSBC Custody Nominees Australia Limited	GPO Box 5302, Sydney NSW 2001, Australia
Bank of New York Mellon	One Wall Street, 15 <sup>th</sup> Floor, New York, NY 10286
Bank of New York Mellon SA/NV Luxembourg Branch	Rue Eugène Ruppert, 2-4, L-2453 Luxembourg
State Street Bank and Trust Company - Boston Branch	State Street Financial Center, One Lincoln Street, 02111, Boston, Massachusetts, United States
JPMorgan Chase & Co. (APAC & Emerging)	8 Connaught Road, Central, Floor 18, Hong Kong, 999077
Citibank N.A.	388 Greenwich Street, Trading Building, 4th Floor, New York, NY 10013
Deutsche Bank AG	1 Columbus Circle, New York, NY 10019

**THE GOLDMAN SACHS GROUP, INC AND ITS SUBSIDIARIES****Signature**

Print name      Rahail Patel      Capacity      Authorised Person  
 (signing under power of attorney in  
 accordance with section 52A of  
 the Corporations Act 2001 (Cth))

Sign here            Date      1 May 2024

**Annexure A**

(This is Annexure A of two (2) pages referred to in Form 603, Notice of initial substantial shareholder)

**Significant Subsidiaries of The Goldman Sachs Group, Inc.**


The following are significant subsidiaries of The Goldman Sachs Group, Inc. as of December 31, 2023 and the states or jurisdictions in which they are organized. Each subsidiary is indented beneath its principal parent. The Goldman Sachs Group, Inc. owns, directly or indirectly, at least 99% of the voting securities of substantially all of the subsidiaries included below. The names of particular subsidiaries have been omitted because, considered in the aggregate as a single subsidiary, they would not constitute, as of the end of the year covered by this report, a “significant subsidiary” as that term is defined in Rule 1-02(w) of Regulation S-X under the Securities Exchange Act of 1934.

<b>Name</b>	<b>State or Jurisdiction of Organization of Entity</b>
The Goldman Sachs Group, Inc.	Delaware
Goldman Sachs & Co. LLC	New York
Goldman Sachs Funding LLC	Delaware
GS European Funding I S.A R.L. LLC	Delaware
Murray Street Corporation	Delaware
Sphere Fundo De Investimento Multimercado - Investimento No Exterior Credito Privado	Brazil
Goldman Sachs (UK) L.L.C.	Delaware
Goldman Sachs UK Funding Limited	United Kingdom
Goldman Sachs Group UK Limited	United Kingdom
Goldman Sachs International Bank	United Kingdom
Goldman Sachs International	United Kingdom
J. Aron & Company LLC	New York
GSAM Holdings LLC	Delaware
GSAMI Holdings I LLC	Delaware
GSAMI Holdings II Ltd	United Kingdom
Goldman Sachs Asset Management International Holdings Ltd	United Kingdom
Goldman Sachs Asset Management International	United Kingdom
Goldman Sachs Asset Management, L.P.	Delaware
Goldman Sachs Asset Management Holdings LLC	Delaware
Goldman Sachs Asset Management UK Holdings I Ltd	United Kingdom
Goldman Sachs Asset Management UK Holdings II Ltd	United Kingdom
Goldman Sachs Asset Management Holdings I B.V.	Netherlands
Goldman Sachs Asset Management Holdings II B.V.	Netherlands
Goldman Sachs Asset Management Holdings B.V.	Netherlands
Goldman Sachs Asset Management International Holdings B.V.	Netherlands
Goldman Sachs Asset Management B.V.	Netherlands
Goldman Sachs (Asia) Corporate Holdings L.L.C.	Delaware
Goldman Sachs Holdings (Asia Pacific) Limited	Hong Kong
Goldman Sachs (Japan) Ltd.	British Virgin Islands
Goldman Sachs Japan Co., Ltd.	Japan
Goldman Sachs Holdings (Hong Kong) Limited	Hong Kong
Goldman Sachs Holdings (Singapore) Pte. Ltd.	Singapore
J. Aron & Company (Singapore) Pte.	Singapore
GS Lending Partners Holdings LLC	Delaware
Goldman Sachs Lending Partners LLC	Delaware
Goldman Sachs Bank USA	New York
Goldman Sachs Bank Europe SE	Germany
Goldman Sachs Mortgage Company	New York

Name	State or Jurisdiction of Organization of Entity
IMD Holdings LLC	Delaware
GSSG Holdings LLC	Delaware
ALQ Holdings (Del) LLC	Delaware
GLQ International Partners LP	United Kingdom
GLQ International Holdings Ltd	Jersey
GLQ Holdings (UK) Ltd	United Kingdom
Bradley Hall Holdings Limited	United Kingdom
GLQL S.A R.L.	Luxembourg
GLQC Holdings S.A R.L.	Luxembourg
GLQC II Designated Activity Company	Ireland
GLQ Broad Street Holdings LTD.	Jersey
Broad Street Credit Investments Europe S.A R.L.	Luxembourg
BSCH III Designated Activity Company	Ireland
Goldman Sachs Non-US Americas Holdings LLC	Delaware
Goldman Sachs Non-US Americas Holdings II LLC	Delaware
Goldman Sachs Canada Holdings LLC	Delaware
Goldman Sachs Canada Inc.	Canada
Broad Street Principal Investments Superholdco LLC	Delaware
GS Fund Holdings, L.L.C.	Delaware

## THE GOLDMAN SACHS GROUP, INC AND ITS SUBSIDIARIES

### Signature

Print name	Rahail Patel (signing under power of attorney in accordance with section 52A of the Corporations Act 2001 (Cth))	Capacity	Authorised Person
Sign here		Date	1 May 2024

**Annexure B**

(This is Annexure B of one (1) page referred to in Form 603, Notice of initial substantial shareholder)

This is Annexure B referred to in the Form 603: Notice of initial substantial shareholder issued by The Goldman Sachs Group, Inc. and its subsidiaries.

The following is description of the securities lending agreements referenced in the accompanying Form 603:

<b>Type of agreement</b>	Overseas Securities Lender's Agreement
<b>Parties to agreement</b>	Goldman Sachs International (the "Borrower"); Blackrock Asset Management Pensions (the "Lender")
<b>Transfer date</b>	No transaction from 29 December 2023 to 29 April 2024
<b>Holder of voting rights</b>	Securities Borrower, Goldman Sachs International
<b>Are there any restrictions on voting rights?</b> Yes/no  If yes, detail	Yes, the Borrower will use its best endeavours to arrange for the voting rights attached to the borrowed securities to be exercised in accordance with the instructions of the Lender provided that such instructions are given in writing to the Borrower no later than 7 Business Days prior to the date of the vote.
<b>Scheduled return date (if any)</b>	N/A
<b>Does the borrower have the right to return early?</b> Yes/no  If yes, detail	Yes - subject to the terms of the relevant Borrowing Request.
<b>Does the lender have the right to recall early?</b> Yes/no  If yes, detail	Yes - with notice on any Business Day of not less than the standard settlement time for the securities on the exchange or in the clearing organization through which the borrowed securities were originally delivered.
<b>Will the securities be returned on settlement?</b> Yes/no  If yes, detail any exceptions	Yes - Borrower will redeliver securities.

A copy of the agreements will be provided to Worley Limited or the Australian Securities and Investments Commission upon request.

**THE GOLDMAN SACHS GROUP, INC AND ITS SUBSIDIARIES****Signature**

Print name      Rahail Patel      Capacity      Authorised Person  
(signing under power of attorney in  
accordance with section 52A of  
the Corporations Act 2001 (Cth))

Sign here            Date      1 May 2024

**Annexure C**

(This is Annexure C of sixteen (16) pages referred to in Form 603, Notice of initial substantial shareholder)

Holder of Relevant Interest	Date of Acquisition	Consideration	Class and number of securities	
GSI	1/1/2024	N/A	2	Fully Paid Ordinary Shares
GAUS	1/1/2024	35,810	2,037	Fully Paid Ordinary Shares
GAUS	1/2/2024	172,660	9,891	Fully Paid Ordinary Shares
GAUS	1/2/2024	227,940	13,055	Fully Paid Ordinary Shares
GAUS	1/2/2024	15,627	894	Fully Paid Ordinary Shares
GAUS	1/2/2024	6,736	384	Fully Paid Ordinary Shares
GAUS	1/2/2024	3,793	217	Fully Paid Ordinary Shares
GAUS	1/2/2024	2,138	122	Fully Paid Ordinary Shares
GSAMLP	1/3/2024	4,189	246	Fully Paid Ordinary Shares
GSAMLP	1/3/2024	1,141	67	Fully Paid Ordinary Shares
GSI	1/3/2024	N/A	5	Fully Paid Ordinary Shares
GAUS	1/3/2024	314,456	18,437	Fully Paid Ordinary Shares
GAUS	1/3/2024	98,130	5,716	Fully Paid Ordinary Shares
GAUS	1/3/2024	13,130	769	Fully Paid Ordinary Shares
GAUS	1/3/2024	3,338	196	Fully Paid Ordinary Shares
GAUS	1/3/2024	1,467	86	Fully Paid Ordinary Shares
GSAMLP	1/4/2024	2,881	168	Fully Paid Ordinary Shares
GAUS	1/4/2024	245,154	14,290	Fully Paid Ordinary Shares
GAUS	1/4/2024	146,628	8,610	Fully Paid Ordinary Shares
GAUS	1/4/2024	13,948	809	Fully Paid Ordinary Shares
GAUS	1/4/2024	11,522	670	Fully Paid Ordinary Shares
GAUS	1/4/2024	11,097	647	Fully Paid Ordinary Shares
GAUS	1/4/2024	7,437	432	Fully Paid Ordinary Shares
GAUS	1/4/2024	4,038	235	Fully Paid Ordinary Shares
GAUS	1/4/2024	3,353	195	Fully Paid Ordinary Shares
GAUS	1/4/2024	1,496	87	Fully Paid Ordinary Shares
GAUS	1/4/2024	375	22	Fully Paid Ordinary Shares
GSI	1/5/2024	N/A	12	Fully Paid Ordinary Shares
GAUS	1/5/2024	158,598	9,267	Fully Paid Ordinary Shares
GAUS	1/5/2024	45,455	2,661	Fully Paid Ordinary Shares
GAUS	1/5/2024	25,403	1,486	Fully Paid Ordinary Shares
GAUS	1/5/2024	23,830	1,395	Fully Paid Ordinary Shares
GAUS	1/5/2024	2,546	149	Fully Paid Ordinary Shares
GAUS	1/5/2024	1,181	69	Fully Paid Ordinary Shares
GSI	1/8/2024	N/A	3	Fully Paid Ordinary Shares
GAUS	1/8/2024	167,377	9,866	Fully Paid Ordinary Shares
GAUS	1/8/2024	44,301	2,618	Fully Paid Ordinary Shares
GAUS	1/8/2024	32,202	1,910	Fully Paid Ordinary Shares
GAUS	1/8/2024	23,455	1,382	Fully Paid Ordinary Shares
GAUS	1/8/2024	14,388	851	Fully Paid Ordinary Shares



GAUS	1/8/2024	13,261	780	Fully Paid Ordinary Shares
GAUS	1/8/2024	10,124	594	Fully Paid Ordinary Shares
GAUS	1/8/2024	5,466	323	Fully Paid Ordinary Shares
GAUS	1/8/2024	5,244	307	Fully Paid Ordinary Shares
GAUS	1/8/2024	3,844	227	Fully Paid Ordinary Shares
GAUS	1/8/2024	2,725	160	Fully Paid Ordinary Shares
GSI	1/9/2024	N/A	12	Fully Paid Ordinary Shares
GSI	1/10/2024	N/A	14	Fully Paid Ordinary Shares
GAUS	1/10/2024	24,792	1,506	Fully Paid Ordinary Shares
GAUS	1/10/2024	48,726	2,993	Fully Paid Ordinary Shares
GAUS	1/10/2024	14,854	906	Fully Paid Ordinary Shares
GAUS	1/10/2024	2,744	166	Fully Paid Ordinary Shares
GAUS	1/10/2024	1,660	102	Fully Paid Ordinary Shares
GAUS	1/10/2024	1,024	63	Fully Paid Ordinary Shares
GAUS	1/10/2024	198	12	Fully Paid Ordinary Shares
GAUS	1/11/2024	1,811,994	112,924	Fully Paid Ordinary Shares
GAUS	1/11/2024	2,975,400	180,000	Fully Paid Ordinary Shares
GAUS	1/11/2024	2,975,400	180,000	Fully Paid Ordinary Shares
GAUS	1/11/2024	214,295	13,227	Fully Paid Ordinary Shares
GAUS	1/11/2024	192,079	11,620	Fully Paid Ordinary Shares
GAUS	1/11/2024	23,658	1,491	Fully Paid Ordinary Shares
GAUS	1/11/2024	4,633	290	Fully Paid Ordinary Shares
GAUS	1/11/2024	16	1	Fully Paid Ordinary Shares
GSI	1/12/2024	N/A	4	Fully Paid Ordinary Shares
GAUS	1/12/2024	616,322	38,494	Fully Paid Ordinary Shares
GAUS	1/12/2024	153,467	9,567	Fully Paid Ordinary Shares
GAUS	1/12/2024	7,181	448	Fully Paid Ordinary Shares
GSI	1/15/2024	N/A	5	Fully Paid Ordinary Shares
GAUS	1/15/2024	1,026,471	64,394	Fully Paid Ordinary Shares
GAUS	1/15/2024	196,034	12,307	Fully Paid Ordinary Shares
GAUS	1/15/2024	97,948	6,098	Fully Paid Ordinary Shares
GAUS	1/15/2024	29,995	1,870	Fully Paid Ordinary Shares
GAUS	1/16/2024	343,789	21,744	Fully Paid Ordinary Shares
GAUS	1/16/2024	294,634	18,671	Fully Paid Ordinary Shares
GAUS	1/16/2024	121,260	7,709	Fully Paid Ordinary Shares
GAUS	1/16/2024	113,275	7,187	Fully Paid Ordinary Shares
GAUS	1/16/2024	4,666	296	Fully Paid Ordinary Shares
GSI	1/17/2024	N/A	7	Fully Paid Ordinary Shares
GSI	1/17/2024	N/A	1	Fully Paid Ordinary Shares
GSI	1/17/2024	26,114	1,630	Fully Paid Ordinary Shares
GSI	1/17/2024	N/A	1,630	Fully Paid Ordinary Shares
GAUS	1/17/2024	317,793	20,330	Fully Paid Ordinary Shares
GAUS	1/17/2024	728,069	46,433	Fully Paid Ordinary Shares
GAUS	1/17/2024	93,184	5,972	Fully Paid Ordinary Shares

GAUS	1/17/2024	52,105	3,335	Fully Paid Ordinary Shares
GAUS	1/17/2024	453	29	Fully Paid Ordinary Shares
GAUS	1/17/2024	375	24	Fully Paid Ordinary Shares
GAUS	1/17/2024	375	24	Fully Paid Ordinary Shares
GSI	1/18/2024	38,525	2,445	Fully Paid Ordinary Shares
GSI	1/18/2024	N/A	2,445	Fully Paid Ordinary Shares
GSI	1/18/2024	N/A	24	Fully Paid Ordinary Shares
GAUS	1/18/2024	603,397	38,968	Fully Paid Ordinary Shares
GAUS	1/18/2024	143,747	9,286	Fully Paid Ordinary Shares
GAUS	1/18/2024	49,303	3,192	Fully Paid Ordinary Shares
GAUS	1/18/2024	17,436	1,112	Fully Paid Ordinary Shares
GAUS	1/18/2024	7,668	489	Fully Paid Ordinary Shares
GSI	1/19/2024	N/A	9	Fully Paid Ordinary Shares
GSI	1/19/2024	N/A	1	Fully Paid Ordinary Shares
GAUS	1/19/2024	530,045	33,851	Fully Paid Ordinary Shares
GAUS	1/19/2024	526,175	33,493	Fully Paid Ordinary Shares
GAUS	1/19/2024	37,616	2,430	Fully Paid Ordinary Shares
GAUS	1/19/2024	29,952	1,909	Fully Paid Ordinary Shares
GAUS	1/19/2024	19,817	1,264	Fully Paid Ordinary Shares
GAUS	1/19/2024	19,700	1,260	Fully Paid Ordinary Shares
GAUS	1/19/2024	9,626	613	Fully Paid Ordinary Shares
GSI	1/22/2024	N/A	1	Fully Paid Ordinary Shares
GSI	1/22/2024	81,171	5,243	Fully Paid Ordinary Shares
GSI	1/22/2024	N/A	5,243	Fully Paid Ordinary Shares
GSI	1/22/2024	N/A	40	Fully Paid Ordinary Shares
GAUS	1/22/2024	852,642	54,313	Fully Paid Ordinary Shares
GAUS	1/22/2024	444,044	28,197	Fully Paid Ordinary Shares
GAUS	1/22/2024	1,620	103	Fully Paid Ordinary Shares
GAUS	1/22/2024	283	18	Fully Paid Ordinary Shares
GSAMLP	1/23/2024	4,748	297	Fully Paid Ordinary Shares
GSI	1/23/2024	N/A	5,250	Fully Paid Ordinary Shares
GSI	1/23/2024	N/A	2	Fully Paid Ordinary Shares
GAUS	1/23/2024	748,288	46,885	Fully Paid Ordinary Shares
GAUS	1/23/2024	112,873	7,067	Fully Paid Ordinary Shares
GAUS	1/23/2024	75,065	4,760	Fully Paid Ordinary Shares
GAUS	1/23/2024	58,554	3,713	Fully Paid Ordinary Shares
GAUS	1/23/2024	19,701	1,235	Fully Paid Ordinary Shares
GAUS	1/23/2024	12,175	764	Fully Paid Ordinary Shares
GAUS	1/23/2024	4,795	300	Fully Paid Ordinary Shares
GAUS	1/23/2024	303	19	Fully Paid Ordinary Shares
GSAMLP	1/24/2024	19,008	1,200	Fully Paid Ordinary Shares
GSI	1/24/2024	N/A	5	Fully Paid Ordinary Shares
GAUS	1/24/2024	651,799	41,096	Fully Paid Ordinary Shares
GAUS	1/24/2024	200,608	12,606	Fully Paid Ordinary Shares

GSI	1/25/2024	N/A	3	Fully Paid Ordinary Shares
GSI	1/25/2024	N/A	40	Fully Paid Ordinary Shares
GAUS	1/25/2024	1,034,039	67,402	Fully Paid Ordinary Shares
GAUS	1/25/2024	380,595	24,899	Fully Paid Ordinary Shares
GAUS	1/25/2024	75,553	4,865	Fully Paid Ordinary Shares
GAUS	1/25/2024	14,503	950	Fully Paid Ordinary Shares
GAUS	1/25/2024	8,538	559	Fully Paid Ordinary Shares
GAUS	1/25/2024	420	27	Fully Paid Ordinary Shares
GAUS	1/25/2024	297	19	Fully Paid Ordinary Shares
GSI	1/26/2024	N/A	6	Fully Paid Ordinary Shares
GSI	1/26/2024	N/A	40	Fully Paid Ordinary Shares
GSI	1/29/2024	N/A	12	Fully Paid Ordinary Shares
GAUS	1/29/2024	1,646,449	109,917	Fully Paid Ordinary Shares
GAUS	1/29/2024	585,721	39,239	Fully Paid Ordinary Shares
GSI	1/30/2024	N/A	2	Fully Paid Ordinary Shares
GSI	1/30/2024	N/A	1	Fully Paid Ordinary Shares
GSI	1/30/2024	N/A	38	Fully Paid Ordinary Shares
GAUS	1/30/2024	669,497	44,931	Fully Paid Ordinary Shares
GAUS	1/30/2024	238,674	16,147	Fully Paid Ordinary Shares
GSI	1/31/2024	N/A	10	Fully Paid Ordinary Shares
GAUS	1/31/2024	2,341,781	158,229	Fully Paid Ordinary Shares
GAUS	1/31/2024	804,299	54,185	Fully Paid Ordinary Shares
GSI	2/1/2024	N/A	2	Fully Paid Ordinary Shares
GAUS	2/1/2024	723,453	49,793	Fully Paid Ordinary Shares
GAUS	2/1/2024	19,022	1,311	Fully Paid Ordinary Shares
GAUS	2/1/2024	578	39	Fully Paid Ordinary Shares
GSI	2/2/2024	N/A	4	Fully Paid Ordinary Shares
GAUS	2/2/2024	458,488	31,388	Fully Paid Ordinary Shares
GAUS	2/2/2024	365,605	24,770	Fully Paid Ordinary Shares
GAUS	2/2/2024	144,400	10,000	Fully Paid Ordinary Shares
GAUS	2/2/2024	29,754	2,018	Fully Paid Ordinary Shares
GAUS	2/2/2024	20,669	1,420	Fully Paid Ordinary Shares
GAUS	2/2/2024	18,948	1,284	Fully Paid Ordinary Shares
GAUS	2/2/2024	16,389	1,114	Fully Paid Ordinary Shares
GSI	2/5/2024	N/A	45,408	Fully Paid Ordinary Shares
GSI	2/5/2024	N/A	52	Fully Paid Ordinary Shares
GAUS	2/5/2024	704,491	47,751	Fully Paid Ordinary Shares
GAUS	2/5/2024	126,441	8,580	Fully Paid Ordinary Shares
GAUS	2/5/2024	49,977	3,399	Fully Paid Ordinary Shares
GAUS	2/6/2024	944,650	64,562	Fully Paid Ordinary Shares
GAUS	2/6/2024	383,746	26,191	Fully Paid Ordinary Shares
GAUS	2/6/2024	294,600	20,000	Fully Paid Ordinary Shares
GAUS	2/6/2024	105,585	7,168	Fully Paid Ordinary Shares
GAUS	2/6/2024	41,671	2,823	Fully Paid Ordinary Shares

GAUS	2/6/2024	7,320	501	Fully Paid Ordinary Shares
GSI	2/7/2024	N/A	9,216	Fully Paid Ordinary Shares
GSI	2/7/2024	N/A	1,379	Fully Paid Ordinary Shares
GSI	2/7/2024	192,483	13,095	Fully Paid Ordinary Shares
GSI	2/7/2024	N/A	13,095	Fully Paid Ordinary Shares
GSI	2/7/2024	N/A	7,122	Fully Paid Ordinary Shares
GAUS	2/7/2024	429,154	28,774	Fully Paid Ordinary Shares
GAUS	2/7/2024	517,636	34,819	Fully Paid Ordinary Shares
GAUS	2/7/2024	110,999	7,459	Fully Paid Ordinary Shares
GAUS	2/7/2024	89	6	Fully Paid Ordinary Shares
GSI	2/8/2024	N/A	17,734	Fully Paid Ordinary Shares
GAUS	2/8/2024	1,393,370	90,551	Fully Paid Ordinary Shares
GAUS	2/8/2024	367,065	23,786	Fully Paid Ordinary Shares
GAUS	2/8/2024	297,600	20,000	Fully Paid Ordinary Shares
GAUS	2/8/2024	110,856	7,450	Fully Paid Ordinary Shares
GAUS	2/8/2024	71,816	4,671	Fully Paid Ordinary Shares
GAUS	2/8/2024	19,654	1,267	Fully Paid Ordinary Shares
GAUS	2/8/2024	15,431	1,037	Fully Paid Ordinary Shares
GAUS	2/8/2024	946	61	Fully Paid Ordinary Shares
GSI	2/9/2024	N/A	32,510	Fully Paid Ordinary Shares
GAUS	2/9/2024	595,118	38,384	Fully Paid Ordinary Shares
GAUS	2/9/2024	601,616	38,604	Fully Paid Ordinary Shares
GAUS	2/9/2024	23,420	1,510	Fully Paid Ordinary Shares
GAUS	2/9/2024	15,749	1,014	Fully Paid Ordinary Shares
GAUS	2/9/2024	1,567	101	Fully Paid Ordinary Shares
GSAMLP	2/12/2024	1,553	97	Fully Paid Ordinary Shares
GSI	2/12/2024	N/A	3,706	Fully Paid Ordinary Shares
GSI	2/12/2024	N/A	2,252	Fully Paid Ordinary Shares
GSI	2/12/2024	42,213	2,731	Fully Paid Ordinary Shares
GSI	2/12/2024	N/A	2,731	Fully Paid Ordinary Shares
GAUS	2/12/2024	621,627	39,735	Fully Paid Ordinary Shares
GAUS	2/12/2024	76,382	4,890	Fully Paid Ordinary Shares
GAUS	2/12/2024	5,556	355	Fully Paid Ordinary Shares
GSI	2/13/2024	N/A	14,029	Fully Paid Ordinary Shares
GSI	2/13/2024	N/A	6,407	Fully Paid Ordinary Shares
GAUS	2/13/2024	498,926	31,932	Fully Paid Ordinary Shares
GAUS	2/13/2024	158,452	10,150	Fully Paid Ordinary Shares
GSI	2/14/2024	N/A	20,436	Fully Paid Ordinary Shares
GAUS	2/14/2024	475,042	30,837	Fully Paid Ordinary Shares
GAUS	2/14/2024	476,784	30,960	Fully Paid Ordinary Shares
GAUS	2/14/2024	441,012	28,638	Fully Paid Ordinary Shares
GAUS	2/14/2024	30,704	1,994	Fully Paid Ordinary Shares
GAUS	2/14/2024	25,639	1,665	Fully Paid Ordinary Shares
GAUS	2/14/2024	12,415	806	Fully Paid Ordinary Shares

GAUS	2/14/2024	9,426	605	Fully Paid Ordinary Shares
GAUS	2/14/2024	7,497	487	Fully Paid Ordinary Shares
GAUS	2/14/2024	5,083	330	Fully Paid Ordinary Shares
GSI	2/15/2024	N/A	29,601	Fully Paid Ordinary Shares
GSI	2/15/2024	N/A	20,926	Fully Paid Ordinary Shares
GAUS	2/15/2024	274,296	17,741	Fully Paid Ordinary Shares
GAUS	2/15/2024	733,580	47,253	Fully Paid Ordinary Shares
GAUS	2/15/2024	46,508	3,020	Fully Paid Ordinary Shares
GAUS	2/15/2024	14,514	936	Fully Paid Ordinary Shares
GAUS	2/15/2024	10,783	694	Fully Paid Ordinary Shares
GAUS	2/15/2024	108	7	Fully Paid Ordinary Shares
GSI	2/16/2024	N/A	1	Fully Paid Ordinary Shares
GSI	2/16/2024	N/A	20,926	Fully Paid Ordinary Shares
GAUS	2/16/2024	122,350	7,776	Fully Paid Ordinary Shares
GAUS	2/16/2024	593,083	37,609	Fully Paid Ordinary Shares
GAUS	2/16/2024	1,325	84	Fully Paid Ordinary Shares
GAUS	2/16/2024	126	8	Fully Paid Ordinary Shares
GAUS	2/19/2024	536,724	33,577	Fully Paid Ordinary Shares
GAUS	2/19/2024	422,898	26,429	Fully Paid Ordinary Shares
GAUS	2/19/2024	127,183	7,954	Fully Paid Ordinary Shares
GAUS	2/19/2024	74,183	4,719	Fully Paid Ordinary Shares
GAUS	2/19/2024	7,360	460	Fully Paid Ordinary Shares
GSI	2/20/2024	N/A	10,774	Fully Paid Ordinary Shares
GSI	2/20/2024	N/A	5,425	Fully Paid Ordinary Shares
GSI	2/20/2024	N/A	4,727	Fully Paid Ordinary Shares
GAUS	2/20/2024	1,140,729	71,510	Fully Paid Ordinary Shares
GAUS	2/20/2024	58,965	3,694	Fully Paid Ordinary Shares
GAUS	2/21/2024	308,621	19,420	Fully Paid Ordinary Shares
GAUS	2/21/2024	82,696	5,201	Fully Paid Ordinary Shares
GAUS	2/21/2024	52,731	3,306	Fully Paid Ordinary Shares
GAUS	2/21/2024	7,053	443	Fully Paid Ordinary Shares
GSI	2/22/2024	N/A	3,252	Fully Paid Ordinary Shares
GSI	2/22/2024	272	17	Fully Paid Ordinary Shares
GSI	2/22/2024	464	29	Fully Paid Ordinary Shares
GAUS	2/22/2024	341,325	21,333	Fully Paid Ordinary Shares
GAUS	2/22/2024	12,787	799	Fully Paid Ordinary Shares
GAUS	2/22/2024	7,775	489	Fully Paid Ordinary Shares
GAUS	2/22/2024	2,646	165	Fully Paid Ordinary Shares
GAUS	2/22/2024	943	59	Fully Paid Ordinary Shares
GAUS	2/22/2024	240	15	Fully Paid Ordinary Shares
GSI	2/23/2024	N/A	1	Fully Paid Ordinary Shares
GSI	2/23/2024	493	31	Fully Paid Ordinary Shares
GAUS	2/23/2024	204,492	12,756	Fully Paid Ordinary Shares
GAUS	2/23/2024	445,687	27,900	Fully Paid Ordinary Shares

GAUS	2/23/2024	20,270	1,273	Fully Paid Ordinary Shares
GAUS	2/23/2024	6,992	437	Fully Paid Ordinary Shares
GAUS	2/23/2024	3,666	229	Fully Paid Ordinary Shares
GAUS	2/23/2024	2,170	136	Fully Paid Ordinary Shares
GAUS	2/23/2024	1,100	69	Fully Paid Ordinary Shares
GAUS	2/23/2024	971	61	Fully Paid Ordinary Shares
GSI	2/26/2024	448	28	Fully Paid Ordinary Shares
GSI	2/26/2024	16	1	Fully Paid Ordinary Shares
GSI	2/26/2024	13,117	836	Fully Paid Ordinary Shares
GAUS	2/26/2024	389,538	24,692	Fully Paid Ordinary Shares
GAUS	2/26/2024	745,653	47,288	Fully Paid Ordinary Shares
GAUS	2/26/2024	24,358	1,548	Fully Paid Ordinary Shares
GAUS	2/26/2024	13,245	832	Fully Paid Ordinary Shares
GSI	2/27/2024	1,481	93	Fully Paid Ordinary Shares
GSI	2/27/2024	6,323	402	Fully Paid Ordinary Shares
GSI	2/27/2024	975	62	Fully Paid Ordinary Shares
GAUS	2/27/2024	199,534	12,667	Fully Paid Ordinary Shares
GAUS	2/27/2024	51,069	3,254	Fully Paid Ordinary Shares
GAUS	2/27/2024	6,386	407	Fully Paid Ordinary Shares
GAUS	2/27/2024	1,954	124	Fully Paid Ordinary Shares
GSAMLP	2/28/2024	3,961	246	Fully Paid Ordinary Shares
GAUS	2/28/2024	1,123,074	69,993	Fully Paid Ordinary Shares
GAUS	2/28/2024	393,250	25,000	Fully Paid Ordinary Shares
GAUS	2/28/2024	134,102	8,391	Fully Paid Ordinary Shares
GAUS	2/28/2024	10,571	672	Fully Paid Ordinary Shares
GSI	2/29/2024	N/A	5	Fully Paid Ordinary Shares
GSI	2/29/2024	N/A	20,926	Fully Paid Ordinary Shares
GSI	2/29/2024	6,323	402	Fully Paid Ordinary Shares
GSI	2/29/2024	2,175	130	Fully Paid Ordinary Shares
GSI	2/29/2024	2,075	124	Fully Paid Ordinary Shares
GSI	2/29/2024	937	56	Fully Paid Ordinary Shares
GAUS	2/29/2024	407,814	24,418	Fully Paid Ordinary Shares
GAUS	2/29/2024	433,704	25,933	Fully Paid Ordinary Shares
GAUS	2/29/2024	12,928	803	Fully Paid Ordinary Shares
GSAMLP	3/1/2024	4,288	246	Fully Paid Ordinary Shares
GSI	3/1/2024	N/A	5	Fully Paid Ordinary Shares
GSI	3/1/2024	1,715	109	Fully Paid Ordinary Shares
GSI	3/1/2024	1,513	94	Fully Paid Ordinary Shares
GSI	3/1/2024	1,513	94	Fully Paid Ordinary Shares
GAUS	3/1/2024	1,264,809	73,326	Fully Paid Ordinary Shares
GAUS	3/1/2024	596,732	34,241	Fully Paid Ordinary Shares
GAUS	3/1/2024	38,998	2,331	Fully Paid Ordinary Shares
GAUS	3/1/2024	32,088	1,918	Fully Paid Ordinary Shares
GAUS	3/1/2024	1,032	59	Fully Paid Ordinary Shares

GSI	3/4/2024	N/A	4	Fully Paid Ordinary Shares
GSI	3/4/2024	N/A	20,037	Fully Paid Ordinary Shares
GSI	3/4/2024	1,037	62	Fully Paid Ordinary Shares
GSI	3/4/2024	1,571	91	Fully Paid Ordinary Shares
GSI	3/4/2024	35	2	Fully Paid Ordinary Shares
GAUS	3/4/2024	372,438	21,549	Fully Paid Ordinary Shares
GAUS	3/4/2024	373,273	21,613	Fully Paid Ordinary Shares
GAUS	3/4/2024	26,999	1,549	Fully Paid Ordinary Shares
GAUS	3/4/2024	3,467	201	Fully Paid Ordinary Shares
GAUS	3/4/2024	190	11	Fully Paid Ordinary Shares
GSI	3/5/2024	N/A	4	Fully Paid Ordinary Shares
GSI	3/5/2024	N/A	20,043	Fully Paid Ordinary Shares
GSI	3/5/2024	4,206	248	Fully Paid Ordinary Shares
GAUS	3/5/2024	266,857	15,748	Fully Paid Ordinary Shares
GAUS	3/5/2024	1,090,522	64,304	Fully Paid Ordinary Shares
GAUS	3/5/2024	250,220	14,755	Fully Paid Ordinary Shares
GAUS	3/5/2024	27,029	1,566	Fully Paid Ordinary Shares
GAUS	3/5/2024	20,332	1,178	Fully Paid Ordinary Shares
GAUS	3/5/2024	5,870	346	Fully Paid Ordinary Shares
GSI	3/6/2024	N/A	5	Fully Paid Ordinary Shares
GSI	3/6/2024	345,941	20,000	Fully Paid Ordinary Shares
GSI	3/6/2024	N/A	20,000	Fully Paid Ordinary Shares
GSI	3/6/2024	3,780	219	Fully Paid Ordinary Shares
GSI	3/6/2024	1,571	91	Fully Paid Ordinary Shares
GSI	3/6/2024	1,458	87	Fully Paid Ordinary Shares
GAUS	3/6/2024	148,240	8,795	Fully Paid Ordinary Shares
GAUS	3/6/2024	1,822,441	108,959	Fully Paid Ordinary Shares
GAUS	3/6/2024	678,400	40,000	Fully Paid Ordinary Shares
GAUS	3/6/2024	29,544	1,742	Fully Paid Ordinary Shares
GAUS	3/6/2024	20,541	1,228	Fully Paid Ordinary Shares
GAUS	3/6/2024	735	44	Fully Paid Ordinary Shares
GSI	3/7/2024	N/A	1	Fully Paid Ordinary Shares
GAUS	3/7/2024	646,120	38,300	Fully Paid Ordinary Shares
GAUS	3/7/2024	187,936	11,149	Fully Paid Ordinary Shares
GAUS	3/7/2024	86,056	5,105	Fully Paid Ordinary Shares
GAUS	3/7/2024	64,794	3,866	Fully Paid Ordinary Shares
GAUS	3/7/2024	4,777	283	Fully Paid Ordinary Shares
GSI	3/8/2024	N/A	1	Fully Paid Ordinary Shares
GSI	3/8/2024	5,698	340	Fully Paid Ordinary Shares
GSI	3/8/2024	5,732	340	Fully Paid Ordinary Shares
GAUS	3/8/2024	78,165	4,637	Fully Paid Ordinary Shares
GAUS	3/8/2024	2,101,296	124,632	Fully Paid Ordinary Shares
GAUS	3/8/2024	45,058	2,685	Fully Paid Ordinary Shares
GAUS	3/8/2024	24,761	1,474	Fully Paid Ordinary Shares

GAUS	3/8/2024	22,731	1,354	Fully Paid Ordinary Shares
GAUS	3/8/2024	16,072	959	Fully Paid Ordinary Shares
GAUS	3/8/2024	5,243	311	Fully Paid Ordinary Shares
GAUS	3/8/2024	4,036	239	Fully Paid Ordinary Shares
GSI	3/11/2024	N/A	5	Fully Paid Ordinary Shares
GSI	3/11/2024	21,889	1,306	Fully Paid Ordinary Shares
GSI	3/11/2024	2,087	124	Fully Paid Ordinary Shares
GAUS	3/11/2024	352,871	21,316	Fully Paid Ordinary Shares
GAUS	3/11/2024	102,915	6,115	Fully Paid Ordinary Shares
GAUS	3/11/2024	43,605	2,597	Fully Paid Ordinary Shares
GAUS	3/11/2024	34,623	2,095	Fully Paid Ordinary Shares
GAUS	3/11/2024	12,718	766	Fully Paid Ordinary Shares
GAUS	3/11/2024	6,809	411	Fully Paid Ordinary Shares
GSI	3/12/2024	N/A	4	Fully Paid Ordinary Shares
GAUS	3/12/2024	1,491	90	Fully Paid Ordinary Shares
GAUS	3/12/2024	18,706	1,133	Fully Paid Ordinary Shares
GAUS	3/12/2024	7,545	455	Fully Paid Ordinary Shares
GAUS	3/12/2024	5,583	337	Fully Paid Ordinary Shares
GSI	3/13/2024	627	38	Fully Paid Ordinary Shares
GSI	3/13/2024	627	38	Fully Paid Ordinary Shares
GSI	3/13/2024	1,547	93	Fully Paid Ordinary Shares
GAUS	3/13/2024	317,309	19,083	Fully Paid Ordinary Shares
GAUS	3/13/2024	109,882	6,607	Fully Paid Ordinary Shares
GAUS	3/13/2024	71,377	4,305	Fully Paid Ordinary Shares
GAUS	3/13/2024	50,267	3,021	Fully Paid Ordinary Shares
GAUS	3/13/2024	31,095	1,868	Fully Paid Ordinary Shares
GAUS	3/13/2024	15,303	916	Fully Paid Ordinary Shares
GAUS	3/13/2024	3,112	187	Fully Paid Ordinary Shares
GSI	3/14/2024	N/A	25	Fully Paid Ordinary Shares
GSI	3/14/2024	165,832	10,000	Fully Paid Ordinary Shares
GSI	3/14/2024	N/A	10,000	Fully Paid Ordinary Shares
GAUS	3/14/2024	74,129	4,441	Fully Paid Ordinary Shares
GAUS	3/14/2024	162,601	9,722	Fully Paid Ordinary Shares
GAUS	3/14/2024	77,845	4,681	Fully Paid Ordinary Shares
GAUS	3/14/2024	68,384	4,089	Fully Paid Ordinary Shares
GAUS	3/14/2024	25,353	1,515	Fully Paid Ordinary Shares
GAUS	3/14/2024	9,087	545	Fully Paid Ordinary Shares
GAUS	3/14/2024	5,068	303	Fully Paid Ordinary Shares
GAUS	3/14/2024	4,853	290	Fully Paid Ordinary Shares
GAUS	3/15/2024	677,855	41,041	Fully Paid Ordinary Shares
GAUS	3/15/2024	189,698	11,445	Fully Paid Ordinary Shares
GAUS	3/15/2024	35,810	2,169	Fully Paid Ordinary Shares
GAUS	3/15/2024	25,460	1,539	Fully Paid Ordinary Shares
GAUS	3/15/2024	16,646	995	Fully Paid Ordinary Shares



GAUS	3/15/2024	12,696	769	Fully Paid Ordinary Shares
GAUS	3/15/2024	6,457	391	Fully Paid Ordinary Shares
GAUS	3/15/2024	2,467	149	Fully Paid Ordinary Shares
GAUS	3/15/2024	2,116	128	Fully Paid Ordinary Shares
GAUS	3/15/2024	1,970	119	Fully Paid Ordinary Shares
GAUS	3/15/2024	991	60	Fully Paid Ordinary Shares
GAUS	3/15/2024	811	49	Fully Paid Ordinary Shares
GSI	3/18/2024	N/A	1	Fully Paid Ordinary Shares
GSI	3/18/2024	15,124	904	Fully Paid Ordinary Shares
GSI	3/18/2024	519	31	Fully Paid Ordinary Shares
GSI	3/18/2024	2,020	124	Fully Paid Ordinary Shares
GAUS	3/18/2024	110,222	6,713	Fully Paid Ordinary Shares
GAUS	3/18/2024	412,750	25,000	Fully Paid Ordinary Shares
GAUS	3/18/2024	265,893	16,297	Fully Paid Ordinary Shares
GAUS	3/18/2024	253,032	15,326	Fully Paid Ordinary Shares
GAUS	3/18/2024	26,402	1,619	Fully Paid Ordinary Shares
GAUS	3/18/2024	13,165	808	Fully Paid Ordinary Shares
GAUS	3/18/2024	11,095	672	Fully Paid Ordinary Shares
GSI	3/19/2024	N/A	29	Fully Paid Ordinary Shares
GSI	3/19/2024	1,683	102	Fully Paid Ordinary Shares
GSI	3/19/2024	363	22	Fully Paid Ordinary Shares
GAUS	3/19/2024	166,135	10,193	Fully Paid Ordinary Shares
GAUS	3/19/2024	195,705	11,865	Fully Paid Ordinary Shares
GAUS	3/19/2024	44,305	2,699	Fully Paid Ordinary Shares
GAUS	3/19/2024	13,539	826	Fully Paid Ordinary Shares
GAUS	3/19/2024	11,288	684	Fully Paid Ordinary Shares
GAUS	3/19/2024	5,742	352	Fully Paid Ordinary Shares
GAUS	3/19/2024	3,585	220	Fully Paid Ordinary Shares
GSI	3/20/2024	N/A	5	Fully Paid Ordinary Shares
GSI	3/20/2024	100	6	Fully Paid Ordinary Shares
GAUS	3/20/2024	127,290	7,668	Fully Paid Ordinary Shares
GAUS	3/20/2024	151,470	9,180	Fully Paid Ordinary Shares
GAUS	3/20/2024	43,838	2,635	Fully Paid Ordinary Shares
GAUS	3/20/2024	24,887	1,494	Fully Paid Ordinary Shares
GAUS	3/20/2024	22,200	1,334	Fully Paid Ordinary Shares
GAUS	3/20/2024	21,170	1,283	Fully Paid Ordinary Shares
GAUS	3/20/2024	8,246	495	Fully Paid Ordinary Shares
GSI	3/21/2024	N/A	2	Fully Paid Ordinary Shares
GSI	3/21/2024	1,035	62	Fully Paid Ordinary Shares
GAUS	3/21/2024	849,554	50,967	Fully Paid Ordinary Shares
GAUS	3/21/2024	206,389	12,366	Fully Paid Ordinary Shares
GAUS	3/21/2024	68,102	4,105	Fully Paid Ordinary Shares
GAUS	3/21/2024	42,121	2,523	Fully Paid Ordinary Shares
GAUS	3/21/2024	37,224	2,229	Fully Paid Ordinary Shares

GAUS	3/21/2024	15,630	936	Fully Paid Ordinary Shares
GAUS	3/21/2024	13,289	801	Fully Paid Ordinary Shares
GAUS	3/21/2024	11,925	714	Fully Paid Ordinary Shares
GAUS	3/21/2024	10,338	619	Fully Paid Ordinary Shares
GAUS	3/21/2024	8,210	491	Fully Paid Ordinary Shares
GAUS	3/21/2024	167	10	Fully Paid Ordinary Shares
GAUS	3/21/2024	134	8	Fully Paid Ordinary Shares
GSAMLP	3/22/2024	13,300	799	Fully Paid Ordinary Shares
GSAMLP	3/22/2024	10,437	627	Fully Paid Ordinary Shares
GSAMLP	3/22/2024	5,876	353	Fully Paid Ordinary Shares
GSAMLP	3/22/2024	3,945	237	Fully Paid Ordinary Shares
GSAMLP	3/22/2024	3,912	235	Fully Paid Ordinary Shares
GSAMLP	3/22/2024	2,547	153	Fully Paid Ordinary Shares
GSAMLP	3/22/2024	1,082	65	Fully Paid Ordinary Shares
GSAMLP	3/22/2024	832	50	Fully Paid Ordinary Shares
GSAMLP	3/22/2024	782	47	Fully Paid Ordinary Shares
GSAMLP	3/22/2024	766	46	Fully Paid Ordinary Shares
GSI	3/22/2024	N/A	30	Fully Paid Ordinary Shares
GSI	3/22/2024	N/A	2	Fully Paid Ordinary Shares
GSI	3/22/2024	166,560	10,000	Fully Paid Ordinary Shares
GSI	3/22/2024	N/A	10,000	Fully Paid Ordinary Shares
GSI	3/22/2024	4,380	264	Fully Paid Ordinary Shares
GSI	3/22/2024	100	6	Fully Paid Ordinary Shares
GSI	3/22/2024	9,291	559	Fully Paid Ordinary Shares
GAUS	3/22/2024	206,595	12,424	Fully Paid Ordinary Shares
GAUS	3/22/2024	140,954	8,481	Fully Paid Ordinary Shares
GAUS	3/22/2024	72,260	4,342	Fully Paid Ordinary Shares
GAUS	3/22/2024	34,581	2,077	Fully Paid Ordinary Shares
GAUS	3/22/2024	23,898	1,435	Fully Paid Ordinary Shares
GAUS	3/22/2024	17,107	1,025	Fully Paid Ordinary Shares
GAUS	3/22/2024	15,581	936	Fully Paid Ordinary Shares
GAUS	3/22/2024	8,618	518	Fully Paid Ordinary Shares
GAUS	3/22/2024	6,576	394	Fully Paid Ordinary Shares
GSI	3/25/2024	N/A	3	Fully Paid Ordinary Shares
GSI	3/25/2024	1,535	92	Fully Paid Ordinary Shares
GSI	3/25/2024	1,535	92	Fully Paid Ordinary Shares
GSI	3/25/2024	1,022	62	Fully Paid Ordinary Shares
GAUS	3/25/2024	87,985	5,266	Fully Paid Ordinary Shares
GAUS	3/25/2024	308,714	18,726	Fully Paid Ordinary Shares
GAUS	3/25/2024	32,351	1,957	Fully Paid Ordinary Shares
GAUS	3/25/2024	12,023	723	Fully Paid Ordinary Shares
GAUS	3/25/2024	1,728	104	Fully Paid Ordinary Shares
GAUS	3/25/2024	17	1	Fully Paid Ordinary Shares
GSI	3/26/2024	N/A	10,926	Fully Paid Ordinary Shares

GSI	3/26/2024	6,183	372	Fully Paid Ordinary Shares
GSI	3/26/2024	3,108	187	Fully Paid Ordinary Shares
GSI	3/26/2024	41,807	2,543	Fully Paid Ordinary Shares
GSI	3/26/2024	1,529	93	Fully Paid Ordinary Shares
GSI	3/26/2024	1,019	62	Fully Paid Ordinary Shares
GAUS	3/26/2024	73,240	4,447	Fully Paid Ordinary Shares
GAUS	3/26/2024	762,348	46,259	Fully Paid Ordinary Shares
GAUS	3/26/2024	29,129	1,769	Fully Paid Ordinary Shares
GAUS	3/26/2024	24,053	1,460	Fully Paid Ordinary Shares
GAUS	3/26/2024	21,803	1,322	Fully Paid Ordinary Shares
GAUS	3/26/2024	16,711	1,014	Fully Paid Ordinary Shares
GAUS	3/26/2024	1,681	102	Fully Paid Ordinary Shares
GAUS	3/26/2024	1,020	62	Fully Paid Ordinary Shares
GSI	3/27/2024	N/A	4	Fully Paid Ordinary Shares
GSI	3/27/2024	N/A	1	Fully Paid Ordinary Shares
GSI	3/27/2024	N/A	10,926	Fully Paid Ordinary Shares
GSI	3/27/2024	1,533	93	Fully Paid Ordinary Shares
GAUS	3/27/2024	202,194	12,221	Fully Paid Ordinary Shares
GAUS	3/27/2024	16,276	990	Fully Paid Ordinary Shares
GAUS	3/27/2024	7,562	460	Fully Paid Ordinary Shares
GAUS	3/27/2024	6,732	408	Fully Paid Ordinary Shares
GAUS	3/27/2024	6,618	400	Fully Paid Ordinary Shares
GAUS	3/27/2024	611	37	Fully Paid Ordinary Shares
GAUS	3/27/2024	66	4	Fully Paid Ordinary Shares
GSI	3/28/2024	N/A	5	Fully Paid Ordinary Shares
GAUS	3/28/2024	344,459	20,547	Fully Paid Ordinary Shares
GAUS	3/28/2024	250,538	14,955	Fully Paid Ordinary Shares
GAUS	3/28/2024	186,734	11,222	Fully Paid Ordinary Shares
GAUS	3/28/2024	26,342	1,571	Fully Paid Ordinary Shares
GAUS	3/28/2024	4,010	241	Fully Paid Ordinary Shares
GAUS	3/28/2024	2,212	132	Fully Paid Ordinary Shares
GAUS	3/28/2024	216	13	Fully Paid Ordinary Shares
GSI	3/29/2024	N/A	5	Fully Paid Ordinary Shares
GSI	4/1/2024	N/A	2	Fully Paid Ordinary Shares
GSAMLP	4/2/2024	4,128	246	Fully Paid Ordinary Shares
GAUS	4/2/2024	281,997	16,805	Fully Paid Ordinary Shares
GAUS	4/2/2024	201,115	12,002	Fully Paid Ordinary Shares
GAUS	4/2/2024	5,461	326	Fully Paid Ordinary Shares
GAUS	4/2/2024	2,216	132	Fully Paid Ordinary Shares
GAUS	4/3/2024	79,799	4,808	Fully Paid Ordinary Shares
GAUS	4/3/2024	249,975	15,072	Fully Paid Ordinary Shares
GAUS	4/3/2024	103,306	6,225	Fully Paid Ordinary Shares
GAUS	4/3/2024	47,329	2,854	Fully Paid Ordinary Shares
GAUS	4/3/2024	18,881	1,131	Fully Paid Ordinary Shares

GAUS	4/3/2024	11,765	709	Fully Paid Ordinary Shares
GAUS	4/3/2024	5,000	298	Fully Paid Ordinary Shares
GAUS	4/3/2024	2,420	146	Fully Paid Ordinary Shares
GAUS	4/3/2024	1,309	78	Fully Paid Ordinary Shares
GSI	4/4/2024	N/A	5	Fully Paid Ordinary Shares
GSI	4/4/2024	2,601	155	Fully Paid Ordinary Shares
GAUS	4/4/2024	136,399	8,168	Fully Paid Ordinary Shares
GAUS	4/4/2024	154,015	9,187	Fully Paid Ordinary Shares
GAUS	4/4/2024	62,233	3,714	Fully Paid Ordinary Shares
GAUS	4/4/2024	32,127	1,916	Fully Paid Ordinary Shares
GAUS	4/4/2024	6,224	373	Fully Paid Ordinary Shares
GAUS	4/4/2024	4,543	272	Fully Paid Ordinary Shares
GSI	4/5/2024	N/A	5	Fully Paid Ordinary Shares
GSI	4/5/2024	3,620	217	Fully Paid Ordinary Shares
GSI	4/5/2024	2,585	155	Fully Paid Ordinary Shares
GAUS	4/5/2024	581,578	34,974	Fully Paid Ordinary Shares
GAUS	4/5/2024	115,073	6,904	Fully Paid Ordinary Shares
GAUS	4/5/2024	73,530	4,412	Fully Paid Ordinary Shares
GAUS	4/5/2024	3,553	213	Fully Paid Ordinary Shares
GAUS	4/8/2024	263,069	15,726	Fully Paid Ordinary Shares
GAUS	4/8/2024	71,748	4,284	Fully Paid Ordinary Shares
GAUS	4/8/2024	68,378	4,084	Fully Paid Ordinary Shares
GAUS	4/8/2024	47,188	2,829	Fully Paid Ordinary Shares
GAUS	4/8/2024	27,902	1,664	Fully Paid Ordinary Shares
GAUS	4/8/2024	8,124	486	Fully Paid Ordinary Shares
GSI	4/9/2024	17	1	Fully Paid Ordinary Shares
GAUS	4/9/2024	645,744	38,211	Fully Paid Ordinary Shares
GAUS	4/9/2024	149,085	8,890	Fully Paid Ordinary Shares
GAUS	4/9/2024	149,085	8,890	Fully Paid Ordinary Shares
GAUS	4/9/2024	61,754	3,644	Fully Paid Ordinary Shares
GAUS	4/9/2024	30,182	1,786	Fully Paid Ordinary Shares
GAUS	4/9/2024	11,733	690	Fully Paid Ordinary Shares
GAUS	4/9/2024	8,720	520	Fully Paid Ordinary Shares
GAUS	4/9/2024	1,659	98	Fully Paid Ordinary Shares
GAUS	4/9/2024	373	22	Fully Paid Ordinary Shares
GSI	4/10/2024	N/A	2	Fully Paid Ordinary Shares
GSI	4/10/2024	26,212	1,563	Fully Paid Ordinary Shares
GSI	4/10/2024	2,079	124	Fully Paid Ordinary Shares
GSI	4/10/2024	2,088	124	Fully Paid Ordinary Shares
GAUS	4/10/2024	122,101	7,250	Fully Paid Ordinary Shares
GAUS	4/10/2024	146,761	8,715	Fully Paid Ordinary Shares
GAUS	4/10/2024	4,176	248	Fully Paid Ordinary Shares
GSI	4/11/2024	N/A	4	Fully Paid Ordinary Shares
GSI	4/11/2024	2,613	155	Fully Paid Ordinary Shares

GSI	4/11/2024	3,151	186	Fully Paid Ordinary Shares
GAUS	4/11/2024	475,470	28,157	Fully Paid Ordinary Shares
GAUS	4/11/2024	73,196	4,360	Fully Paid Ordinary Shares
GAUS	4/11/2024	4,294	255	Fully Paid Ordinary Shares
GAUS	4/11/2024	3,261	193	Fully Paid Ordinary Shares
GSI	4/12/2024	N/A	10	Fully Paid Ordinary Shares
GSI	4/12/2024	1,566	93	Fully Paid Ordinary Shares
GSI	4/12/2024	3,637	216	Fully Paid Ordinary Shares
GAUS	4/12/2024	319,948	19,064	Fully Paid Ordinary Shares
GAUS	4/12/2024	329,190	19,542	Fully Paid Ordinary Shares
GAUS	4/12/2024	18,806	1,118	Fully Paid Ordinary Shares
GAUS	4/12/2024	8,995	531	Fully Paid Ordinary Shares
GAUS	4/12/2024	8,995	531	Fully Paid Ordinary Shares
GAUS	4/12/2024	2,617	156	Fully Paid Ordinary Shares
GAUS	4/12/2024	1,478	88	Fully Paid Ordinary Shares
GSI	4/15/2024	N/A	10	Fully Paid Ordinary Shares
GSI	4/15/2024	N/A	50,000	Fully Paid Ordinary Shares
GSI	4/15/2024	34	2	Fully Paid Ordinary Shares
GAUS	4/15/2024	217,298	12,924	Fully Paid Ordinary Shares
GAUS	4/15/2024	33,388	1,986	Fully Paid Ordinary Shares
GAUS	4/15/2024	15,522	925	Fully Paid Ordinary Shares
GAUS	4/15/2024	15,522	925	Fully Paid Ordinary Shares
GAUS	4/15/2024	2,052	122	Fully Paid Ordinary Shares
GAUS	4/15/2024	1,547	92	Fully Paid Ordinary Shares
GAUS	4/15/2024	1,261	75	Fully Paid Ordinary Shares
GAUS	4/15/2024	286	17	Fully Paid Ordinary Shares
GAUS	4/15/2024	219	13	Fully Paid Ordinary Shares
GSI	4/16/2024	N/A	8,502	Fully Paid Ordinary Shares
GSI	4/16/2024	1,930	115	Fully Paid Ordinary Shares
GSI	4/16/2024	3,053	185	Fully Paid Ordinary Shares
GAUS	4/16/2024	267,664	16,160	Fully Paid Ordinary Shares
GAUS	4/16/2024	175,150	10,607	Fully Paid Ordinary Shares
GAUS	4/16/2024	52,986	3,208	Fully Paid Ordinary Shares
GAUS	4/16/2024	45,894	2,776	Fully Paid Ordinary Shares
GAUS	4/16/2024	23,387	1,415	Fully Paid Ordinary Shares
GAUS	4/16/2024	2,858	173	Fully Paid Ordinary Shares
GSI	4/17/2024	2,606	155	Fully Paid Ordinary Shares
GAUS	4/17/2024	263,570	16,128	Fully Paid Ordinary Shares
GAUS	4/17/2024	186,926	11,434	Fully Paid Ordinary Shares
GAUS	4/17/2024	24,055	1,470	Fully Paid Ordinary Shares
GAUS	4/17/2024	21,212	1,296	Fully Paid Ordinary Shares
GAUS	4/17/2024	2,466	151	Fully Paid Ordinary Shares
GAUS	4/17/2024	2,275	139	Fully Paid Ordinary Shares
GAUS	4/18/2024	76,993	4,663	Fully Paid Ordinary Shares

GAUS	4/18/2024	47,830	2,902	Fully Paid Ordinary Shares
GAUS	4/18/2024	42,817	2,589	Fully Paid Ordinary Shares
GAUS	4/18/2024	31,031	1,874	Fully Paid Ordinary Shares
GAUS	4/18/2024	24,930	1,509	Fully Paid Ordinary Shares
GAUS	4/18/2024	4,442	272	Fully Paid Ordinary Shares
GAUS	4/18/2024	2,873	174	Fully Paid Ordinary Shares
GAUS	4/18/2024	1,109	67	Fully Paid Ordinary Shares
GAUS	4/18/2024	1,075	65	Fully Paid Ordinary Shares
GSI	4/19/2024	N/A	8,874	Fully Paid Ordinary Shares
GSI	4/19/2024	3,036	186	Fully Paid Ordinary Shares
GAUS	4/19/2024	130,869	8,045	Fully Paid Ordinary Shares
GAUS	4/19/2024	160,429	9,832	Fully Paid Ordinary Shares
GAUS	4/19/2024	52,559	3,230	Fully Paid Ordinary Shares
GAUS	4/19/2024	28,137	1,724	Fully Paid Ordinary Shares
GAUS	4/19/2024	26,447	1,599	Fully Paid Ordinary Shares
GAUS	4/19/2024	3,551	218	Fully Paid Ordinary Shares
GSI	4/22/2024	N/A	8,874	Fully Paid Ordinary Shares
GSI	4/22/2024	2,564	155	Fully Paid Ordinary Shares
GSI	4/22/2024	1,546	93	Fully Paid Ordinary Shares
GAUS	4/22/2024	64,559	3,890	Fully Paid Ordinary Shares
GAUS	4/22/2024	185,847	11,186	Fully Paid Ordinary Shares
GAUS	4/22/2024	153,408	9,400	Fully Paid Ordinary Shares
GAUS	4/22/2024	35,873	2,161	Fully Paid Ordinary Shares
GAUS	4/22/2024	23,615	1,447	Fully Paid Ordinary Shares
GAUS	4/22/2024	9,356	564	Fully Paid Ordinary Shares
GAUS	4/22/2024	3,607	221	Fully Paid Ordinary Shares
GAUS	4/22/2024	3,607	221	Fully Paid Ordinary Shares
GAUS	4/22/2024	3,268	197	Fully Paid Ordinary Shares
GAUS	4/22/2024	2,374	143	Fully Paid Ordinary Shares
GSAML P	4/23/2024	10,925	660	Fully Paid Ordinary Shares
GSI	4/23/2024	N/A	6	Fully Paid Ordinary Shares
GSI	4/23/2024	13,372	808	Fully Paid Ordinary Shares
GSI	4/23/2024	1,539	93	Fully Paid Ordinary Shares
GSI	4/23/2024	1,026	62	Fully Paid Ordinary Shares
GAUS	4/23/2024	301,172	18,162	Fully Paid Ordinary Shares
GAUS	4/23/2024	364,859	22,048	Fully Paid Ordinary Shares
GAUS	4/23/2024	65,533	3,943	Fully Paid Ordinary Shares
GAUS	4/23/2024	11,542	697	Fully Paid Ordinary Shares
GAUS	4/23/2024	10,115	612	Fully Paid Ordinary Shares
GAUS	4/23/2024	7,230	435	Fully Paid Ordinary Shares
GAUS	4/23/2024	5,408	327	Fully Paid Ordinary Shares
GAUS	4/23/2024	4,135	248	Fully Paid Ordinary Shares
GAUS	4/23/2024	3,493	211	Fully Paid Ordinary Shares
GAUS	4/23/2024	862	52	Fully Paid Ordinary Shares

GAUS	4/23/2024	50	3	Fully Paid Ordinary Shares
GSAMLP	4/24/2024	22,433	1,353	Fully Paid Ordinary Shares
GSI	4/24/2024	2,061	124	Fully Paid Ordinary Shares
GAUS	4/24/2024	470,131	28,298	Fully Paid Ordinary Shares
GAUS	4/24/2024	23,647	1,421	Fully Paid Ordinary Shares
GAUS	4/24/2024	3,856	233	Fully Paid Ordinary Shares
GAUS	4/24/2024	816	49	Fully Paid Ordinary Shares
GAUS	4/24/2024	415	25	Fully Paid Ordinary Shares
GSI	4/25/2024	N/A	1	Fully Paid Ordinary Shares
GSI	4/25/2024	N/A	17,556	Fully Paid Ordinary Shares
GSI	4/25/2024	N/A	3,467	Fully Paid Ordinary Shares
GSI	4/25/2024	N/A	40	Fully Paid Ordinary Shares
GSAMLP	4/26/2024	179	11	Fully Paid Ordinary Shares
GSI	4/26/2024	N/A	8	Fully Paid Ordinary Shares
GAUS	4/26/2024	48,562	2,990	Fully Paid Ordinary Shares
GAUS	4/26/2024	330,116	20,460	Fully Paid Ordinary Shares
GAUS	4/26/2024	4,244	256	Fully Paid Ordinary Shares
GAUS	4/26/2024	2,354	145	Fully Paid Ordinary Shares
GAUS	4/26/2024	1,177	71	Fully Paid Ordinary Shares
GSI	4/29/2024	N/A	5,016	Fully Paid Ordinary Shares
GSI	4/29/2024	N/A	41,124	Fully Paid Ordinary Shares
GSI	4/29/2024	2,570	155	Fully Paid Ordinary Shares
GSI	4/29/2024	514	31	Fully Paid Ordinary Shares
GAUS	4/29/2024	752,131	46,109	Fully Paid Ordinary Shares
GAUS	4/29/2024	113,182	6,927	Fully Paid Ordinary Shares
GAUS	4/29/2024	80,236	4,919	Fully Paid Ordinary Shares
GAUS	4/29/2024	3,937	241	Fully Paid Ordinary Shares

## THE GOLDMAN SACHS GROUP, INC AND ITS SUBSIDIARIES

### Signature

Print name      Rahail Patel      Capacity      Authorised Person  
 (signing under power of attorney in  
 accordance with section 52A of  
 the Corporations Act 2001 (Cth))

Sign here

Date

1 May 2024



## **SALE AGREEMENT**

**PRIVATE AND CONFIDENTIAL**

### **SALE OF SECURITIES IN WORLEY LIMITED**

**Seller:** Samurai Investments, an exempted company organised under the laws of the Cayman Islands

**Issuer:** Worley Limited (ABN 17 096 090 158)

**Securities:** 100,000,000 fully paid ordinary shares in the Issuer (or such greater number of such shares as agreed in writing (with email being sufficient) by Goldman Sachs, Citi and the Seller).

**Pricing:** The sale price for each Security (the "**Sale Price**") shall be determined by Goldman Sachs, Citi, and the Seller by way of an underwritten bookbuild, but shall be no less than \$14.25 per Security.

**Fees:** As agreed between the parties.

**Date of Agreement:** 29 April 2024.

**Trade Date:** 30 April 2024.

**Settlement Date:** 2 May 2024.

The Seller appoints Goldman Sachs Australia Pty Ltd (ABN 21 006 797 897) ("**Goldman Sachs**") and Citigroup Global Markets Australia Pty Limited (ABN 64 003 114 832) ("**Citi**", and together with Goldman Sachs, the "**Lead Managers**" and each a "**Lead Manager**"), in conjunction with their respective affiliates, to (1) outside the United States, manage the sale of the Securities and procure purchasers for the Securities at the Sale Price, or (2) within the United States, procure purchasers and purchase and resell Securities to such purchasers at the Sale Price, or failing which to each purchase itself (or through an affiliate) its Respective Proportion of those Securities for which the Lead Managers are unable to procure purchasers ("**Shortfall Securities**") subject to the terms and conditions set forth in this Agreement ("**Sale**") having received specific instructions from the Seller directing the Lead Managers to dispose of the Securities in the ordinary course of each of the Lead Managers' financial services business.

For the purpose of this Agreement, each Lead Manager's "**Respective Proportion**" is 50%.

By 10.00am on the business day prior to the Settlement Date (or by the time and date otherwise agreed between the Seller and the Lead Managers), the Seller will deliver the Securities (in accordance with each Lead Manager's Respective Proportion), excluding any Balance Securities (as defined below in Annex I) (the "**Transfer Securities**") to each Lead Manager or an affiliate thereof, as directed by the relevant Lead Manager, in such form as constitutes valid deliveries between brokers.

Subject to the delivery of the Transfer Securities by the Seller as contemplated above, the Lead Managers severally agree, on the Settlement Date, to:

- (a) pay, or procure the payment to the Seller of, an amount equal to its Respective Proportion of the Aggregate Price; and
- (b) advance to the Seller, if applicable, its Respective Proportion of the Advance Amount in accordance with Annex I.

The "**Aggregate Price**" shall refer herein to (x) the total number of Transfer Securities multiplied by (y) the Sale Price (as defined above). The Aggregate Price does not include, and the Seller is responsible for and shall pay, all transfer taxes, goods and services, stamp taxes and other duties incident to the sale and delivery of the Securities.

The Seller acknowledges and agrees that the transactions contemplated by this Agreement are being made under the terms of the Lead Managers' or their respective affiliates' account-opening and maintenance documentation with the Seller and the Seller agrees to be bound by the terms thereof. In the event of any inconsistency between the terms of this Agreement and such documentation, this Agreement shall prevail to the extent of that inconsistency.

The Seller acknowledges receipt of the document entitled "General Statement of Distribution Principles" from Goldman Sachs and confirms that it will not claim or allege that Goldman Sachs or Citi is liable for determining the timing, terms or structure of the transactions contemplated by this Agreement, for the Sale Price being set at a level that is too high or too low or for any sales of the Securities by investors to which such Securities are allocated. Additionally, the Seller acknowledges that each of the Lead Managers acts as an independent contractor and is not acting as a fiduciary and has not advised and is not advising the Seller as to any tax, legal, investment, accounting, regulatory or other matters in any jurisdiction. The Seller shall consult with its own advisers concerning such matters and shall be responsible for making its own analysis of the transactions contemplated hereby, and the Lead Managers shall have no responsibility or liability to the Seller with respect thereto.

The Lead Managers may disclose to (potential) purchasers of the Securities that the Seller (will be) is the seller of the Securities sold under the Sale.



## **Regulatory Provisions, Closing Conditions, Representations, Warranties and Agreements, and Indemnity**

The Lead Managers' obligations under this Agreement are subject to the regulatory provisions in Annex I and conditions specified in Annex II, and the Seller shall indemnify and release the Lead Managers to the extent specified in Annex II. The Seller makes the representations, warranties and agreements in Part A, Annex III (Seller Representations and Warranties), and the Lead Managers severally make the representations, warranties and agreements in Part B, Annex III (Lead Managers Representations and Warranties).

The Seller authorises the Lead Managers to notify potential purchasers of the Securities that the Seller has made the representations, warranties and agreements in Annex III.

The Lead Managers shall have received an opinion of U.S. counsel, the Sellers' United States counsel or such other corporate and securities counsel of international standing reasonably acceptable to the Lead Managers, by 10.00am on the Settlement Date and dated as of the Settlement Date, which shall be addressed to (and expressed to be for the benefit of) and in a form reasonably acceptable to the Lead Managers, that (1) no registration of the Securities is required under the U.S. Securities Act (as defined below) for the initial offer, sale and delivery of the Securities by the Seller and for the initial offer, resale and delivery of the Securities purchased by the Lead Managers on the Settlement Date, in each case as contemplated by this Agreement, it being understood that such counsel need not express any opinion as to any subsequent resale of any of the Securities; and (2) that the Issuer is not, and immediately after giving effect to the offer and sale of the Securities will not be, required to register as an "investment company" under the U.S. Investment Company Act of 1940, as amended (the "**U.S. Opinion**").

## **Relationship between the Lead Managers**

The Lead Managers have agreed to come together to manage and implement the Sale. In order to give effect to their intention, they have severally agreed to obligations on the terms of this Agreement.

All rights and obligations of the Lead Managers under this Agreement are several and independent and not joint nor joint and several and neither Lead Manager is responsible or liable for the acts or omissions of the other Lead Manager.

The parties agree that:

- a) a failure of one Lead Manager to perform its obligations does not relieve the other Lead Manager of its obligations;
- b) a Lead Manager is not responsible for the failure of the other Lead Manager to perform its obligations;
- c) where the consent or approval of the Lead Manager is required under this Agreement, that consent or approval must be obtained from each Lead Manager; and
- d) a right of a Lead Manager under this Agreement is held by that Lead Manager severally and each Lead Manager may separately enforce and exercise its rights, powers and benefits under this agreement individually.

Notwithstanding the foregoing, the Seller and the Lead Managers acknowledge and agree that:

- a) the Lead Managers are not in competition with each other in discharging their obligations under this Agreement; and
- b) certain of the several obligations of a Lead Manager will be discharged jointly with the other Lead Manager, for the purpose of and as reasonably necessary to implement the Sale and to discharge their obligations.

Notwithstanding these joint activities, nothing in this Agreement gives rise to a Lead Manager acting in the capacity as partner, agent or representative of the other Lead Manager or creates a partnership, agency or trust as between them. Neither Lead Manager has the authority to bind the other Lead Manager in any manner.

For the avoidance of doubt, the indemnity and limitation of liability provisions in this Agreement as they apply to a Lead Manager or its Lead Manager Affiliates (as defined in Annex II) will in no way be affected by the actions taken or alleged to have been taken, omissions of or advice given by the other Lead Manager or its Lead Manager Affiliates (as defined in Annex II).

## **Confidentiality**

Each party agrees to keep the terms and subject matter of this Agreement confidential, except (1) where disclosure is required by applicable law, a legal or regulatory authority or the ASX Listing Rules, (2) disclosure is made to an adviser or to a person who must know for the purposes of this Agreement, on the basis that the adviser or person keeps the information confidential, and (3) to a person to the extent reasonably necessary in connection with any actual or potential claim or judicial or administrative process involving that party in relation to the Sale.

## **Announcements**

Subject to the confidentiality provisions set forth in this Agreement, prior to announcement of the Sale, the Seller and the Lead Managers must consult each other in respect of any material public releases by any of them concerning the sale of the Securities. The prior written consent of the Seller must be obtained prior to the Lead Managers making any release or announcement or engaging in publicity in relation to the Sale and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States, the United Kingdom and

any other jurisdiction and are consistent with other publicly available information in relation to the subject matter of the announcement.

## **General**

In the event that either of the Lead Managers or their respective affiliates are required to or do purchase any Securities, including in connection with sales in the United States in compliance with the Lead Managers' representations and warranties in Part B, Annex III and any Shortfall Securities, the Seller specifically consents to each of the Lead Managers and their respective affiliates acting as principal and not as agent and each of the Lead Managers and/ or their respective affiliates may charge a fee in relation to the purchase of the Shortfall Securities.

No statement, notice or waiver under, or amendment to, this Agreement shall be valid unless it is in writing and, in the case of: (i) amendments, executed by each party, (ii) waivers, signed by the party granting the waiver. Notices shall be delivered by email to the email address indicated below.

The Seller will as soon as practicable and within any prescribed period give such notices to, or make such announcements or filings with, any relevant stock exchanges or other authorities as shall be required to be given or made by them under any applicable law or regulation in connection with the Sale in the manner contemplated hereunder, provided that any such announcements comply with its obligations under the no directed selling efforts or general solicitation representation, warranty and agreement in Part A, Annex III (Seller Representations and Warranties).

This Agreement shall be binding upon, and inure solely to the benefit of, the Lead Managers and the Seller and their respective successors and permitted assigns and, to the extent provided herein, the Lead Manager Affiliates (as defined in Annex II) and no other person shall acquire or have any rights under or by virtue of this Agreement. All times and dates in this Agreement are references to times and dates in Sydney, Australia. Time shall be of the essence in this Agreement, and neither party may assign any of its rights or obligations under this Agreement to any other party without the prior written consent of the other party except each of the Lead Managers may assign its respective rights and obligations to any of its respective affiliates. A reference to a monetary amount in this Agreement is to an amount in Australian dollars and all amounts payable under or in connection with this Agreement are payable in Australian dollars.

For the purposes of this Agreement, "**affiliate**" has the meaning given to that term in Rule 501(b) under the U.S. Securities Act of 1933, as amended ("**U.S. Securities Act**") and an affiliate of any person means any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person; and "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of securities, by contract or agency or otherwise. For the purposes of this Agreement, (a) The Goldman Sachs Group, Inc. and its subsidiaries and affiliates shall be deemed to be affiliates of Goldman Sachs, and (b) Citigroup Inc. and its subsidiaries and affiliates shall be deemed to be affiliates of Citi.

This Agreement, together with any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the law of New South Wales, Australia, and the parties agree that the courts of New South Wales, Australia are the most appropriate and convenient courts to hear any dispute under or arising out of this Agreement and, accordingly, submit to the exclusive jurisdiction of such courts. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

Signed for and on behalf of  
**Goldman Sachs Australia Pty Ltd**  
by its duly authorised attorney

[Redacted]

\_\_\_\_\_  
Signature of authorised attorney

[Redacted]

\_\_\_\_\_  
Name of authorised attorney (please print)

Email for Notices: [Redacted]  
Attention: [Redacted] General Counsel, A/NZ [Redacted] Head of ECM, A/NZ [Redacted] Executive Director, ECM

Signed for and on behalf of  
**Citigroup Global Markets Australia Pty  
Limited**  
by its duly authorised attorneys

\_\_\_\_\_  
Signature of authorised attorney

\_\_\_\_\_  
Name of authorised attorney (please print)

\_\_\_\_\_  
Signature of authorised attorney

\_\_\_\_\_  
Name of authorised attorney (please print)

Email for Notices: [Redacted]  
Attention: [Redacted] and [Redacted]

Signed for and on behalf of  
**Goldman Sachs Australia Pty Ltd**  
by its duly authorised attorney

\_\_\_\_\_  
Signature of authorised attorney

\_\_\_\_\_  
Name of authorised attorney (please print)

*Email for Notices:* [REDACTED]  
*Attention:* General Counsel, A/NZ      Head of ECM, A/NZ      Executive Director, ECM

Signed for and on behalf of  
**Citigroup Global Markets Australia Pty  
Limited**  
by its duly authorised attorneys

[REDACTED]  
\_\_\_\_\_  
Signature of authorised attorney

[REDACTED]  
\_\_\_\_\_  
Name of authorised attorney (please print)

[REDACTED]  
\_\_\_\_\_  
Signature of authorised attorney

[REDACTED]  
\_\_\_\_\_  
Name of authorised attorney (please print)

*Email for Notices:* [REDACTED] and [REDACTED]  
*Attention:* [REDACTED], [REDACTED] and [REDACTED]

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

Signed by Samurai Investments:

[Redacted Signature]

\_\_\_\_\_  
Signature of executive director

[Redacted Name]

\_\_\_\_\_  
Full name of executive director

Email for Notice:

[Redacted Email Address]

[Redacted Email Address]

Attention:

[Redacted Name]

and

[Redacted Name]

## Regulatory Provisions

### *Part A: Applicable requirements*

Notwithstanding anything else in this Agreement, the number of Securities which must be purchased by each Lead Manager or its affiliates under the terms of this Agreement will be the lesser of:

- (a) its Respective Proportion of the Shortfall Securities plus its Respective Proportion of the Securities sold in the United States (if any); and
- (b) the maximum number of Securities that can be purchased by that Lead Manager or its affiliates without:
  - (i) the proposed transaction constituting a “significant action” or “notifiable action” under Part 2 of the *Foreign Acquisition and Takeovers Act 1975 (Cth)* or otherwise requiring notification under foreign investment review policy; and
  - (ii) breach by the Lead Manager or any of its affiliates of section 606 of the *Corporations Act 2001 (Cth)* (the “**Corporations Act**”) or any other applicable law or regulation,

in each case, taking into account the number of ordinary and other voting shares in the Issuer in which the relevant Lead Manager and/or its affiliates at the applicable time otherwise has a relevant interest.

If the number of Securities (if any) purchased by the Lead Manager or its affiliates under the terms of this Agreement (“**Principal Securities**”) is less than the number of securities referred to under (a) above (such difference to be referred to in this Agreement as the “**Balance Securities**”), then that Lead Manager will not itself (or through its affiliates) purchase the Balance Securities but the Lead Manager is instead specifically instructed to sell, as agent for the Seller in the ordinary course of the Lead Manager’s financial services business, the Balance Securities within 30 business days of the date of this Agreement (“**End Date**”) outside the United States in offshore transactions in compliance with Regulation S under the U.S. Securities Act (“**Regulation S**”). The Lead Manager will use reasonable endeavours to sell all of the Balance Securities (if any) on, or as soon as practicable after, the Settlement Date. At the time the Lead Manager pays its Respective Proportion of the Aggregate Price to the Seller in cleared funds for the Securities (excluding the Balance Securities, if any), that Lead Manager must also advance to the Seller an amount equal to the applicable number of Balance Securities (if any) multiplied by the Sale Price (“**Advance Amount**”). The Lead Manager shall also be deemed to have severally indemnified the Seller for any shortfall between the actual price received for each Balance Security (if any) sold by the relevant Lead Manager as agent and the Sale Price. Any such indemnified amount shall be deemed to be paid to the Seller on the applicable settlement date contemplated in Part B, Annex I (or in respect of any Balance Shares that have not been sold by 4.00pm on the End Date, the End Date).

The parties acknowledge that neither the Lead Managers nor their respective affiliates acquire any interest in the Balance Securities (if any) or any rights in them (by way of security or otherwise) except to act as agent for the sale of those Balance Securities.

### *Part B: Settlement arrangements for Balance Securities (if any)*

Subject to the delivery by the Seller of the Balance Securities in such form as constitutes valid deliveries between brokers, the sale of the Balance Securities, if any, will be effected in accordance with the ASX Settlement Operating Rules, with settlement to follow on a T + 2 basis.

No interest will be payable on the Advance Amount. The Seller must only repay the Advance Amount from and to the extent the Seller receives the proceeds of sale of the Balance Securities and any amount deemed to be paid under the indemnity relating to the Balance Securities. The outstanding Advance Amount will not be repayable in any circumstances in respect of Balance Securities not sold by the End Date (other than by way of set-off against any amount due under the indemnity) and the agency will terminate at that time or at such earlier time when all the Balance Securities have been sold. If the Seller receives a dividend or other distribution on a Balance Security prior to the End Date, where that dividend or distribution was announced after the Settlement Date, then the Seller must pay the after-tax amount of the receipt to the relevant Lead Manager in reduction of the Advance Amount applicable to that Balance Security.

The Lead Manager will automatically apply, as a set-off, any proceeds of sale of the Balance Securities (if any) as agent and, the amount (if any) due under the indemnity relating to the Balance Securities, against:

- (a) repayment of the Advance Amount by the Seller; and
- (b) any further fees and goods and services tax (subject to receipt by the Seller of a tax invoice) payable to that Lead Manager in relation to this Agreement,

immediately upon receipt of those proceeds.

### *Part C: Recognition of the U.S. Special Resolution Regime*

- (a) In the event that either of the Lead Managers is a Covered Entity that becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from the relevant Lead Manager of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any interest and obligation in or under this Agreement, were governed by the laws of the United States or a state of the United States.
- (b) In the event that either of the Lead Managers is a Covered Entity or a Covered Affiliate of either of the Lead Managers becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Lead Manager are permitted to be exercised to no greater extent

than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) For the purposes of this Part C, the following definitions apply:

**"Covered Affiliate"** has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 United States Code §1841(k).

**"Covered Entity"** means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 U.S. Code of Federal Regulations §252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 U.S. Code of Federal Regulations §47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 U.S. Code of Federal Regulations §382.2(b).

**"Default Right"** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 U.S. Code of Federal Regulations §§252.81, 47.2 or 382.1, as applicable.

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

## Conditions

From the time of entry into this Agreement until the End of the Risk Period (defined below), the obligations of each Lead Manager under this Agreement is subject to the conditions set forth below. For the avoidance of doubt, the conditions set forth below do not apply after the End of the Risk Period. Each Lead Manager may waive, in their sole discretion, any of these conditions by written notice to the Seller.

Accuracy of Seller's representations and warranties. Each of the representations and warranties of Seller in this Agreement shall have been correct and not misleading when given or made and shall remain correct and not misleading in all material respects until the Securities are crossed by way of one or more special crossings (in accordance with the Operating Rules of ASX Limited) (the conclusion of the last of such final special crossings, being the "**End of the Risk Period**").

Compliance by the Seller: The Seller having complied with all of the agreements and undertakings and satisfied all of the conditions on its part to be performed or satisfied under this Agreement on or before the End of the Risk Period.

No force majeure. None of the following events shall have occurred since the date of this Agreement: (A) a suspension or material limitation in trading of the Issuer's ordinary shares or securities generally on the London Stock Exchange, the New York Stock Exchange or the Australian Securities Exchange ("**ASX**"); (B) a general moratorium on commercial banking activities declared by the relevant authorities in the United Kingdom, the United States or Australia (the "**Relevant Countries**") or a material disruption in commercial banking or securities settlement or clearance services in any of the Relevant Countries; (C) the outbreak or escalation of hostilities or another emergency or crisis involving any of the Relevant Countries or the declaration by any of the Relevant Countries of a national emergency or war; or (D) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions or currency exchange rates or controls in any of the Relevant Countries or elsewhere, if the effect of any such event specified in (C) or (D) in the judgment of the Lead Manager makes it impracticable or inadvisable to proceed with the transactions contemplated by this Agreement.

In the event that:

- (a) the Seller shall not have delivered the Securities as required by this Agreement; or
  - (b) any of the above conditions shall not have been satisfied (or waived in writing) by or on the End of the Risk Period,
- each Lead Manager may in its sole discretion elect to terminate this Agreement in which case the Agreement shall cease to have effect with respect to that Lead Manager, except for the liability of the Seller arising before or in relation to such termination and as otherwise provided herein.

If either Lead Manager terminates ("**Terminating JLM**"), the remaining Lead Manager ("**Remaining JLM**") may elect to take up the rights and obligations of the Terminating JLM under this Agreement (and the definition of "**Respective Proportion**" will be construed accordingly). Notice of any election must be given to the Seller within two hours of the Remaining JLM becoming aware of the termination by the Terminating JLM. If the Remaining JLM fails to give notice under this paragraph by the due time it shall be treated as having also terminated its obligations under this Agreement, in which case the Agreement shall also cease to have effect with respect to the Remaining JLM, except for the liability of the Seller arising before or in relation to such termination and as otherwise provided herein. If the Remaining JLM gives notice under this paragraph that it will assume the rights and obligations of the Terminating JLM under this Agreement then the Remaining JLM, in addition to the fees to which it is entitled, will also be entitled to the fees that would have been payable to the Terminating JLM (except any fees that have already accrued) if it had not terminated this Agreement.

## Indemnification and release

The Seller agrees to indemnify and hold harmless each Lead Manager against any losses, claims, damages, demands or liabilities (or actions in respect thereof) to which the Lead Manager may become subject in so far as such losses, claims, damages, demands or liabilities (or actions in respect thereof) relate to or arise out of the transactions contemplated by this Agreement, any breach or alleged breach of the terms of this Agreement by the Seller or as a result of any of the representations and warranties of the Seller being, or being alleged to be, incorrect or misleading in any respect. This indemnity shall not, however, apply to the Lead Manager to the extent that it is finally judicially determined that such losses, claims, damages, demands or liabilities resulted directly from that Lead Manager's gross negligence, fraud or wilful misconduct. The Seller agrees to reimburse each Lead Manager promptly for any duly itemised expenses (including counsel's fees on a full indemnity basis) reasonably incurred by the Lead Manager in connection with investigating or defending any such demands, actions or claims. The indemnification obligations of the Seller are in addition to any liability the Seller may otherwise have and shall extend, upon the same terms and conditions, to each Lead Manager's affiliates and its and their directors, partners, officers, employees, representatives and controlling persons (collectively, "**Lead Managers Affiliates**" and each a "**Lead Manager Affiliate**").

The Seller further agrees that no claim shall be made by it or by any person asserting claims on behalf of or in right of the Seller against a Lead Manager or any Lead Manager Affiliate to recover any loss, claim, damage, demand or liability that the Seller may suffer or incur by reason of or arising out of the carrying out or the performance by the Lead Manager or any Lead Manager Affiliate of its respective obligations or services under this Agreement. This release shall not, however, apply to the extent that it is finally judicially determined that such loss, claim, damage, demand or liability resulted directly from the gross negligence, fraud or wilful misconduct of the Lead Manager or the Lead Manager Affiliate, that is claiming the benefit of this release.

The indemnification and release obligations of the Seller shall survive termination or completion of this Agreement. The indemnity and release in this Annex II are granted to each Lead Manager both for itself and on trust for each of its Lead Manager Affiliates and may be enforced by each Lead Manager on behalf of its Lead Manager Affiliates.



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

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

## Part A – 1: Seller Representations and Warranties

The Seller represents and warrants to, and agrees with, each of the Lead Managers at the date of this Agreement and at all times until the Securities are transferred to and settled with purchasers under the Sale:

Due incorporation. The Seller is duly incorporated and is validly existing under the laws of its place of incorporation and has the full right, power and authority to offer and sell the Securities and perform its obligations under this Agreement; and no person has any conflicting right, contingent or otherwise, to purchase or to be offered for purchase the Securities, or any of them.

This is a valid and binding agreement. This Agreement has been duly authorised, executed and delivered by the Seller and constitutes a lawful, valid and legally binding agreement of the Seller.

Seller and its affiliates have all necessary approvals to sell the Securities. All consents, orders, approvals, and other authorisations, whether governmental, corporate, beneficiary, shareholder or other, necessary for the execution, delivery and performance by the Seller and its affiliates of this Agreement and the transactions contemplated hereby have been obtained or made and are in full force and effect.

Professional Investor: For purposes of the Corporations Act, the Seller is a wholesale client (as that term is defined in section 761G of the Corporations Act) who is also a “sophisticated investor” or a “professional investor” (as those terms are defined, respectively, in sections 708(8) and 708(11) of the Corporations Act).

The Sale does not conflict with the Seller's or its affiliates' other agreements or applicable laws. The compliance by the Seller with all of the provisions of this Agreement will not conflict with, result in a breach or violation of, or constitute a default under: (A) any agreement or instrument to which the Seller or its affiliates is a party or by which it or any of its or their properties or assets is bound; or (B) any statute, rule or regulation applicable to, or any order of any court or governmental agency with jurisdiction over, the Seller, its affiliates, their assets or properties.

Seller will transfer good and valid title to the Securities. The Seller is the sole legal and beneficial owner of, and has good and valid title to, the Securities free and clear of liens, encumbrances, equities or claims (“**encumbrances**”); and upon delivery of the Securities to or as directed by the Lead Managers against payment pursuant to this Agreement, will give good and valid title to the Securities, free and clear of encumbrances to the Lead Managers, their respective affiliates and/ or purchasers of the Securities, subject to registration of the transferee(s) in the register of shareholders of the Issuer.

The Seller is not violating insider trading laws. The Seller does not have any non-public information, or information which is not generally available, concerning the Issuer or the Issuer's securities that is material or price-sensitive or could reasonably be expected to have a material impact on the price or value of the Issuer's securities, and the sale of the Securities hereunder will not constitute a violation by the Seller of applicable law prohibiting “insider dealing” or “insider trading” in securities (including, without limitation, section 1043A of the Corporations Act and section 10(b) of the U.S. Securities Exchange Act of 1934, as amended (the “**U.S. Exchange Act**”), as applicable).

Securities rank equally, are freely on-saleable and the Seller is not a “controller”. The Securities rank equally in all respects with existing fully paid ordinary shares of the Issuer and may be offered for sale, and may be on-sold, without disclosure to investors under Part 6D.2 of the Corporations Act and neither the Seller nor any person who controls the Seller is a “controller” of the Issuer within the meaning of sections 50AA or 707(2) of the Corporations Act.

Information: all information provided by the Seller to the Lead Managers in relation to the Sale, the Securities and, as far as the Seller is aware, the Issuer is true and correct in all material respects and not misleading or deceptive in any material respect whether by omission or otherwise.

Sanctions. Neither the Seller nor any director, officer, nor to the best of its knowledge after due enquiry, any agent, employee, affiliate or person acting on behalf of the Seller is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department (“**OFAC**”) (including the designation as a “specially designated national”, “foreign sanctions evader” or “blocked person” thereunder) or is currently subject to any similar sanctions administered by His Majesty's Treasury in the United Kingdom, the European Union, the United Nations Security Council, the Australian Department of Foreign Affairs and Trade or any other relevant sanctions authority (collectively, “**Sanctions**”), or located, organised or resident in a country or territory that is the subject of Sanctions; and the Seller will not directly or indirectly use the proceeds of the disposal of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to finance the activities of any person currently subject to any Sanctions or (ii) in any other manner that will result in a violation of Sanctions by any person (including any person or entity participating in the disposal of the Securities, whether as underwriter, placing agent, advisor, investor or otherwise).

Anti-money laundering: The operations of the Seller are and have been conducted at all times in compliance with all applicable financial record keeping and reporting requirements imposed by law or regulation and in compliance with the money laundering and proceeds of crime statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency (collectively, the “**Anti-Money Laundering Laws**”) to the extent that they apply to the Seller and no action, suit or proceeding by or before any court or government agency, authority or body or any arbitrator involving the Seller or any of its affiliates with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Seller after due enquiry, threatened.

No bribery: Neither the Seller, any director, officer, nor to the best of its knowledge after due enquiry, any employee, affiliate or other person acting on behalf of the Seller has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, or (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, in each case, in violation of any applicable law, including, but not limited to the United States Foreign Corrupt Practices Act of 1977; (iv) nor will the Seller, its affiliates and their respective directors, officers, employees or agents use any of the proceeds derived as a result of the present Sale in

furtherance of an offer, payment, promise to pay, or authorisation of the payment or giving of money or anything else of value, to any person, in violation of any anti-bribery and anti-corruption laws.

Policies and procedures: The Seller and its affiliates have instituted and maintain and enforce, internal financial and management controls, policies and procedures designed to promote and ensure (i) compliance with all applicable anti-bribery, anti-corruption laws and Anti-Money Laundering Laws and (ii) prevention of Sanctions violations.

No registration in the United States is required. Subject to compliance by the Lead Managers with their obligations under Part B, Annex III (Lead Managers Representations and Warranties) of this Agreement, it is not necessary in connection with the initial offer, sale and delivery of the Securities to or through the Lead Managers and the initial offer, resale and delivery of the Securities by the Lead Managers, in each case in the manner contemplated by this Agreement, to register such initial offer, sale, resale or delivery of the Securities under the U.S. Securities Act, it being understood that no representation or warranty is made about any subsequent resale of the Securities.

No directed selling efforts or general solicitation. None of the Seller, any of the Seller's affiliates, or any person acting on Seller's behalf (other than the Lead Managers or their respective affiliates or any person acting on their behalf pursuant to this Agreement, as to whom no representation or warranty is made) (i) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act) with respect to those Securities offered and sold in reliance on Regulation S or (ii) has offered or sold, or will offer or sell, any of the Securities in the United States using any form of "general solicitation" or "general advertising" (within the meaning of Rule 502(c) under the U.S. Securities Act) or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

No integration. None of the Seller, any of the Seller's affiliates, or any person acting on Seller's behalf (other than the Lead Managers or their respective affiliates or any person acting on their behalf pursuant to this Agreement, as to whom no representation or warranty is made) has solicited any offer to buy, offered to sell or sold, and none of them will solicit any offer to buy, offer to sell or sell in the United States any security which could be integrated with the sale of the Securities in a manner that would require the offer and sale of Securities to be registered under the U.S. Securities Act.

No substantial U.S. market interest and foreign private issuer: To the best of the Seller's knowledge, there is no "substantial U.S. market interest" (as such term is defined in Rule 902(j) under the U.S. Securities Act) with respect to the Securities and the Issuer is a "foreign private issuer" (as defined in Rule 405 under the U.S. Securities Act).

Not an investment company: To the best of the Seller's knowledge, the Issuer is not required to be registered as an "investment company" under the U.S. Investment Company Act of 1940, as amended.

Rule 144A eligibility: To the best of the Seller's knowledge after due enquiry, the Securities are eligible for resale pursuant to Rule 144A under the U.S. Securities Act and are not of the same class as securities listed on a national securities exchange registered under Section 6 of the U.S. Exchange Act, or quoted in a U.S. automated inter-dealer quotation system in the United States.

Rule 12g3-2(b) status. To the best of the Seller's knowledge, the Issuer is exempt from reporting under Section 13 or 15(d) of the U.S. Exchange Act pursuant to Rule 12g3-2(b) thereunder.

The Seller has not manipulated the price of any of the Issuer's securities. Neither the Seller nor any of its affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Issuer or facilitate the sale or resale of the Securities in violation of any applicable law.

The Seller undertakes to immediately notify the Lead Managers in writing if any of its representations, warranties and agreements were not correct when made or cease to be correct prior to such transfer and settlement.

## **Part A – 2: Moratorium (Seller)**

(a) Subject to the waiver and amendment provisions in the provision entitled "General" above, the Seller warrants that it will not, from the date of this Agreement until (1) in the event that the Remaining Shares (as defined below) held by it represent 4.99% or less of the Issuer's total outstanding fully paid ordinary shares (as of the date of this Agreement), 4.30pm on the 30<sup>th</sup> calendar day after the date of this Agreement, or (2) in the event the Remaining Shares (as defined below) held by it represent more than 4.99% of the Issuer's total outstanding fully paid ordinary shares (as of the date of this Agreement), 4.30pm on the 30<sup>th</sup> calendar day after the date of this Agreement (each of (1) and (2) a "**Relevant Period**"), Deal in all or any of the fully paid ordinary shares held by it in the Issuer ("**Remaining Shares**") after the sale of the Securities pursuant to this Agreement, excluding:

- (i) in order to satisfy demand from eligible shareholders under an Issuer initiated dividend reinvestment plan (if any);
- (ii) a repurchase (whether by buy-back, reduction of capital or other means) of Remaining Shares by the Issuer;
- (iii) any acceptance by the Seller of a takeover offer for the Issuer in accordance with Chapter 6 of the Corporations Act or transfer pursuant to a scheme of arrangement under Part 5.1 of the Corporations Act;
- (iv) a sale, transfer, or disposal to a third party where it is a condition of the sale that the third party announce an intention to acquire, or propose a transaction to acquire, greater than 50% of all Remaining Shares;
- (v) the sale of any Balance Securities in accordance with this Agreement; and
- (vi) a sale, transfer or disposal to an affiliate of the Seller that is subject to a representation and warranty on substantially the same terms as this clause (a) in respect of the Remaining Shares sold, transferred or disposed. For the avoidance of any doubt, any agreement by the affiliate will be in respect of the Relevant Period.

(b) Each party to this Agreement acknowledges that the representation and warranty in clause (a) is not intended to and does not give a Lead Manager any power to dispose of, or control the disposal of, the Remaining Shares, or

any power to control any rights (including any voting rights) attaching to any of the Remaining Shares, the subject of the representation and warranty to the extent that such Lead Manager would be in breach of applicable laws to have such power, and a breach of the representation and warranty in those circumstances will only give rise to a right to damages and the parties acknowledge that, in such circumstances, damages are an adequate remedy for a breach of the representation and warranty.

- (c) Each party acknowledges that the representation and warranty in clause (a) has been provided to only address the financial consequences of the Seller disposing of, or dealing with, any Remaining Shares held by it. Each party to this Agreement acknowledges that neither Lead Manager is entitled to a remedy of specific performance for a breach of the representation and warranty in clause (a).
- (d) For the purposes of clause (a), “**Deal**”, in respect of the Remaining Shares, means:
- (i) sell, assign, transfer or otherwise dispose of;
  - (ii) agree or offer to sell, assign, transfer or otherwise dispose of;
  - (iii) enter into any option which, if exercised (whether such exercise is subject to conditions or otherwise), enables or requires the Seller to sell, assign, transfer or otherwise dispose of; or
  - (iv) decrease or agree to decrease an economic interest in,
- the Remaining Shares.

#### **Part B: Lead Managers Representations and Warranties**

Each Lead Manager severally represents and warrants to, and agrees with, the Seller at the date of this Agreement and at all times until the Securities are transferred to and settled with purchasers under the Sale:

Due incorporation. It is duly incorporated and is validly existing under the laws of its place of incorporation and has the full right, power and authority to enter into this Agreement and perform its obligations under this Agreement.

This is a valid and binding agreement. This Agreement has been duly authorised, executed and delivered by it and constitutes its lawful, valid and legally binding agreement.

Accredited investor or not a U.S. person. It is an institutional accredited investor within the meaning of Rule 501(a)(1), (2), (3) or (7) under the U.S. Securities Act, or it is not a “U.S. person” (as defined in Rule 902(k) under the U.S. Securities Act).

U.S. selling restriction. It acknowledges that the offer and sale of the Securities have not been, and will not be, registered under the U.S. Securities Act and the Securities may not be offered or sold in the United States except in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. As a result, offers and sales of Securities will be made by it and its affiliates only:

- (i)
  - (A) in the United States to persons that it reasonably believes are “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act) (“**QIBs**”); and
  - (B) in the United States to dealers or other professional fiduciaries organized, incorporated or (if an individual) resident in the United States acting for an account (other than an estate or trust) held for the benefit or account of persons that are not U.S. persons (as defined in Rule 902(k) under the U.S. Securities Act) for which it has, and is exercising, investment discretion, within the meaning of Rule 902(k)(2)(i) under the U.S. Securities Act, in reliance on Regulation S (“**Eligible U.S. Fund Managers**”); and
- (ii) outside the United States in “offshore transactions” (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S,

provided that any Balance Securities may only be offered and sold to persons that are not in the United States (other than, for the avoidance of doubt, Eligible U.S. Fund Managers) in “offshore transactions” (as defined in Rule 902(h) under the U.S. Securities Act) in reliance on Regulation S.

No general solicitation or general advertising. It, its affiliates, and any person acting on behalf of any of them, has not solicited offers for or offered to sell or sold, and will not solicit offers for, or offer to sell, or sell, the Securities in the United States by means of any form of “general solicitation” or “general advertising” within the meaning of Rule 502(c) under the U.S. Securities Act or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act.

No directed selling efforts. With respect to the Securities sold in reliance on Regulation S under the U.S. Securities Act, it, its affiliates, and any person acting on behalf of any of them have not engaged and will not engage in “directed selling efforts” (as that term is defined in Rule 902(c) under the U.S. Securities Act).

Broker-dealer requirements. All offers and sales of the Securities by it in the United States have been and will be effected through its U.S. broker-dealer affiliate.

The Lead Managers have not manipulated the price of any of the Issuer’s securities. Neither it nor any of its affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of any security of the Issuer or facilitate the sale or resale of Securities in violation of any applicable law.

Each Lead Manager undertakes to promptly notify the Seller in writing if any of its representations, warranties and agreements were not correct when made or cease to be correct prior to such transfer and settlement.