

ASX Announcement

Tuesday, 30 March 2010

NAB reaches agreement with AXA and AXA APH

National Australia Bank Limited (NAB) has agreed binding terms with the French parent company AXA, and AXA Asia Pacific Holdings Limited (AXA APH) to purchase the Australian and New Zealand (A&NZ) businesses of AXA APH for \$4.6 billion¹ as part of a proposal to acquire all of the shares in AXA APH. As part of the proposal AXA has agreed to purchase the Asian businesses of AXA APH for \$9.4 billion, out of which the \$0.7 billion AXA APH A&NZ debt to AXA will be repaid. NAB will therefore acquire AXA APH A&NZ without debt.

NAB will acquire AXA APH's A&NZ wealth management and insurance businesses (including the Australian mature business). This includes the advice businesses of ipac, Genesys, AXA Financial Planning and Charter Financial Planning. NAB will be able to use the AXA trademark in Australia and New Zealand for a period of 2 years to assist with transition. Subject to agreeing new joint venture arrangements, NAB will retain AXA APH's 50% interest in the AllianceBernstein Australia joint venture.

AXA will also offer to subscribe for \$600 million of unsubordinated notes issued by National Wealth Management Holdings Limited (NWMH).

The proposal is subject to AXA APH minority shareholder approval. The Independent Directors Committee of AXA APH unanimously recommended that AXA APH minority shareholders vote in favour of the NAB proposal, in the absence of a superior proposal and subject to a favourable independent expert's opinion. The proposal is also subject to various other conditions and regulatory approvals, including the approval of the Federal Treasurer and that there is no objection to the merger from the ACCC or APRA. A break fee of \$35 million is payable to NAB by AXA APH in certain circumstances.

Cameron Clyne, NAB Group CEO said: "I am pleased with the progress we have made in our proposal to acquire the Australian and New Zealand businesses of AXA Asia Pacific and agreement of binding terms with AXA is an important milestone.

"MLC and AXA Australia and New Zealand are among the most trusted financial services brands in Australasia and collectively hold more than \$149 billion in funds under administration and management².

"The proposal agreed today provides the opportunity to enhance the access to competitive wealth management products and services within Australia and New Zealand. It is also an attractive, strategically aligned opportunity that enhances NAB's activities in the growing wealth management industry," he said.

¹ Based on consideration of \$6.43 cash per share.

² MLC FUM as at 30 September 2009 \$85 billion. AXA A&NZ FUM as at 31 December 2009 \$64 billion.

Under the terms of the proposal, AXA APH minority shareholders will have the option to receive either cash of A\$6.43 per AXA APH share or A\$1.59 in cash and 0.1745 NAB shares per AXA APH share (subject to potential adjustment if NAB conducts an equity raising). AXA APH shareholders who elect to receive the cash and NAB share consideration under the proposal will also be entitled to receive the value of NAB's 2010 interim dividend.

Any need for a pro-rata equity raising by NAB to fund the proposal will be determined after considering the likely level of scrip take-up by AXA APH minority shareholders, NAB's capital position and the outlook at that time. NAB's Tier 1 capital position at 31 December 2009 was 9.3%.

A summary of material terms of the agreed transaction documents is attached.

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Disclaimer

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The announcement is based on unaudited information. It also contains certain forward-looking statements. The words "anticipate", "believe", "expect", "project", "estimate", "likely", "intend", "should", "could", "may", "target", "plan" and other similar expressions are intended to identify forward-looking statements. Indications of, and guidance on, future earnings and financial position and performance are also forward-looking statements. Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties and other factors, many of which are beyond the control of the Group, and its officers, employees, agents or associate, which may cause actual results to differ materially from those expressed or implied in such statements. There can be no assurance that actual outcomes will not differ materially from these statements. Readers are cautioned not to place undue reliance on forward-looking statements and the Group assumes no obligation to update such information. Further information on important factors that could cause actual results to differ materially from those projected in such statements is contained in the Group's Annual Financial Report.

Summary of certain key terms

1 Introduction

AXA APH, AXA and NAB have entered into a Framework Deed and AXA APH and NAB have entered into a Merger Implementation Deed, governing the overall arrangements between the parties in respect of the transactions.

NAB and AXA (and in certain cases AXA APH) have also entered into, or will enter into, a number of agreements relating to the sale of the Asian businesses to AXA.

The following is only a summary of certain key terms of some of those documents. Further detail on the main agreements will be provided in the Explanatory Memorandum which will be sent to AXA APH minority shareholders.

2 Key terms of the Framework Deed and Merger Implementation Deed

| Topic | Summary of terms |
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| Conditions precedent for the share scheme and option scheme | <p>Implementation of the share scheme and completion of the transactions is subject to a number of conditions precedent being satisfied or waived, including the following:</p> <ul style="list-style-type: none">(a) the relevant AXA APH shareholders approving the share scheme and other resolutions required in connection with the sale of the Asian businesses to AXA by the requisite majorities;(b) the court approving the share scheme;(c) no AXA APH Group A&NZ Material Adverse Change or AXA APH Group A&NZ Prescribed Occurrence having occurred or become known to NAB (in the case of an AXA APH Group A&NZ Material Adverse Change) and no AXA APH Group Asia Material Adverse Change or AXA APH Group Asia Prescribed Occurrence having occurred;(d) the necessary Australian, New Zealand and Asian regulatory approvals, consents and authorisations being received;(e) the ATO issuing a private binding ruling to NAB which confirms certain tax treatment of the transactions; and(f) the independent expert's report concluding that the share scheme is in the best interests of scheme shareholders and each of the transactions the subject of the resolutions required in connection with the sale of the Asian businesses to AXA are fair and reasonable to, and in the best interests of, AXA APH shareholders (excluding AXA and its associates), before the Explanatory Memorandum is lodged with ASIC. <p>The option scheme is subject to conditions precedent including option holder approval, court approval and the share scheme becoming effective.</p> |
| Exclusivity arrangements | <p>AXA APH has agreed to certain exclusivity arrangements. These restrictions apply during the period from the date of the Framework Deed and the earlier of the date of its termination and the implementation date.</p> |

| Topic | Summary of terms |
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| | <p>No shop</p> <p>AXA APH must not, and must ensure that each of its representatives does not (except with NAB's prior consent), directly or indirectly solicit, initiate or encourage any Competing Proposal or any inquiry, expression of interest, offer, proposal, negotiations or discussions by or with any third party other than NAB in relation to, or that may reasonably be expected to lead to, a Competing Proposal (whether by or with a person with whom AXA APH has previously been in discussions or not), or communicate an intention to do any of those things.</p> <p>AXA APH is not prevented from making normal presentations to, and responding to, enquiries from brokers, portfolio investors and analysts in the ordinary course and in relation to the schemes or the AXA APH Group generally.</p> <p>No talk</p> <p>AXA APH must not, and must ensure that each of its representatives does not (except with NAB's prior consent), directly or indirectly enter into, continue or participate in any negotiations or discussions with, or accept or enter into, or offer to accept or enter into, any agreement, arrangement or understanding with any third party other than NAB in relation to, or that may reasonably be expected to lead to, a Competing Proposal.</p> <p>No due diligence</p> <p>AXA APH must not, and must ensure that each of its representatives does not (except with NAB's prior consent), directly or indirectly make available to any third party other than NAB or permit any such third party to receive any non public information relating to any member of AXA APH Group in connection with such third party formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal.</p> <p>Exceptions</p> <p>The no talk and no due diligence restrictions do not apply where both:</p> <ul style="list-style-type: none"> (a) the Independent Directors Committee ("IDC"), acting in good faith and in order to satisfy what it reasonably considers to be its fiduciary or statutory duties, determines that, where there is a Competing Proposal, it is a Superior Proposal or, where there is not yet a Competing Proposal, the steps that it proposes to take may reasonably be expected to lead to a Competing Proposal that is a Superior Proposal; and (b) AXA APH has not breached the no shop restriction, it being acknowledged that AXA APH will not have breached the no shop restriction by responding in accordance with and as permitted by paragraph (a) to any Competing Proposal or any inquiry, expression of interest, offer, proposal, negotiations or discussions by or with any third party in relation to, or that may reasonably be expected to lead to, a Competing Proposal, if neither AXA APH nor any of its representatives directly or indirectly solicited, initiated or encouraged the initial inquiry, expression of interest, offer, proposal, negotiations or discussions. <p>Competing Proposal means a transaction or arrangement which is proposed by a third party pursuant to which (other than as contemplated pursuant to the transactions or the transactions relating to the sale of the Asian businesses to AXA) a third party will, if the proposed transaction or arrangement is entered into or completed substantially in accordance with its terms:</p> <ul style="list-style-type: none"> (a) acquire a relevant interest in any AXA APH shares, as a result of which the third party will have a relevant interest in 20% or more of the AXA APH shares or voting power of more than 20% in any member of the AXA APH Group; |

| Topic | Summary of terms |
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| | <p>(b) otherwise acquire control of AXA APH or the AXA APH Group or any member of the AXA APH Group within the meaning of section 50AA of the Corporations Act; or</p> <p>(c) directly or indirectly acquire, merge with, or acquire (or have the right to so merge with or acquire) a significant economic interest in AXA APH or all or a significant part of the business of the AXA APH Group, whether by way of takeover offer, scheme of arrangement, shareholder approved acquisition, capital reduction, share buy-back, sale or purchase of assets, joint venture, reverse takeover, dual-listed company structure, recapitalisation, establishment of a new holding company for the AXA APH Group or other synthetic merger or any other transaction or arrangement.</p> <p>For the avoidance of doubt, but without limitation, for the purposes of paragraph (c) above:</p> <p>(d) the whole or a significant part of the Asian businesses will be taken to be a significant part of the business of the AXA APH Group; and</p> <p>(e) the whole or a significant part of the A&NZ businesses will be taken to be a significant part of the business of the AXA APH Group.</p> <p>Superior Proposal means a Competing Proposal that is publicly announced after the date of the Framework Deed which the Chairman, and a majority of the other members of the IDC, acting in good faith and in order to satisfy what they consider to be their fiduciary and statutory duties (and after having taken advice from their financial and legal advisers) determine is:</p> <p>(a) reasonably capable of being completed taking into account all aspects of the Competing Proposal; and</p> <p>(b) more favourable to participants in the share scheme (as a whole) than the transactions, taking into account all the terms and conditions of the Competing Proposal,</p> <p>and after taking into account a qualitative assessment of the identity, reputation and financial standing of the party making the Competing Proposal.</p> |
| Break fee | <p>There is a break fee of \$35 million payable to NAB if any of the following occur:</p> <p>(a) (Competing Proposal) a Competing Proposal is announced and completed within 12 months of the date of the Framework Deed, provided that:</p> <p>(i) the Competing Proposal is a Superior Proposal and the key NAB conditions precedent (APRA, FSSA, IATA, NZ OIO, ACCC approval, ASIC and ASX consents, no restraint, ATO tax ruling and Asian regulatory approvals for NAB) ("NAB Conditions") had not become incapable of satisfaction at the time of announcement; or</p> <p>(ii) if the Competing Proposal is not a Superior Proposal, it results in a third party acquiring, or becoming entitled to acquire all of the AXA APH shares on issue within 12 months from the date of the Framework Deed, the condition precedent relating to ACCC approval and the condition precedent relating to the ATO tax ruling have been satisfied or waived at the time of the announcement of the Competing Proposal or satisfied at the time that the Competing Proposal has resulted in the party acquiring, or becoming entitled to acquire, all of those shares, and all other NAB Conditions which have not been satisfied at the time of announcement of the Competing Proposal had not become incapable of satisfaction at that time.</p> |

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| | <p>(b) (termination for change of recommendation) a prescribed majority of the IDC (being the Chairman and a majority of the other members) fails to recommend that relevant AXA APH shareholders vote in favour of the share scheme resolution and the resolutions required in connection with the sale of the Asian businesses to AXA or withdraws that recommendation, other than where the failure to recommend or the withdrawal of the recommendation is as a result of a Superior Proposal being made or the independent expert not concluding that the share scheme is in the best interests of scheme shareholders and the transactions the subject of the resolutions required in connection with the sale of the Asian businesses to AXA are fair and reasonable to and in the best interests of, AXA APH shareholders (other than AXA and its associates), provided that at that time no NAB Condition had become incapable of satisfaction.</p> <p>(c) (material breach) NAB or AXA validly terminates the Framework Deed for a material breach of the transaction documents by AXA APH.</p> |
| Termination rights of all parties | <p>Each of AXA APH, NAB or AXA may terminate the Framework Deed in circumstances including the following:</p> <p>(a) for failure of a share scheme condition, but only in certain circumstances;</p> <p>(b) if the share scheme has not become effective before the End Date. The End Date is 31 July 2010. The End Date will be automatically extended to 31 October 2010 where a condition precedent relating to the Asian regulatory approvals has not been satisfied or waived in sufficient time to allow the effective date to occur before 31 July 2010;</p> <p>(c) if the court makes a determination to not approve the share scheme (provided that, in the case of NAB and AXA APH, the party has complied with its best endeavours obligation to satisfy that condition);</p> <p>(d) in the event that the ACCC gives a notice to NAB that it does not approve the acquisition by NAB of AXA APH, or that it proposes to intervene pursuant to section 50 of the Trade Practices Act 1974 (Cth), the condition precedent relating to ACCC approval has not been satisfied or waived on or before the earlier of the date that is six weeks after that notice is given and 31 July 2010; or</p> <p>(e) one of the other parties is in material breach of the Framework Deed, the Merger Implementation Deed or certain other transaction documents relating to the transactions and the sale of the Asian businesses to AXA (although different parties will be entitled to terminate depending upon which transaction documents (and in some cases, which provisions of those transaction documents) have been breached).</p> |
| AXA APH's other termination rights | <p>AXA APH may also terminate the Framework Deed in circumstances including the following:</p> <p>(a) each of the Chairman and a majority of the IDC does not recommend that relevant AXA APH shareholders vote in favour of the share scheme and the resolutions required in connection with the sale of the Asian businesses to AXA in the Explanatory Memorandum, where that is because a Superior Proposal is made or the independent expert does not conclude that the share scheme is in the best interests of scheme shareholders and the transactions the subject of the resolutions required in connection with the sale of the Asian businesses to AXA are fair and reasonable to, and in the best interests of, relevant AXA APH shareholders;</p> |

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| | <p>(b) the prescribed majority of the IDC (being the Chairman and a majority of the other members) publicly changes or withdraws its recommendation that relevant AXA APH shareholders vote in favour of the share scheme or the resolutions the subject of the resolutions required in connection with the sale of the Asian businesses to AXA, where that is because a Superior Proposal is made or the independent expert does not conclude that the share scheme is in the best interests of scheme shareholders and the transactions the subject of the resolutions required in connection with the sale of the Asian businesses to AXA are fair and reasonable to, and in the best interests of, relevant AXA APH shareholders;</p> <p>(c) the ATO does not issue the private binding ruling to NAB referred to in the conditions precedent to the scheme by 22 May 2010, provided that this condition has not been waived or satisfied before AXA APH exercises its right to terminate.</p> |
| NAB's other termination rights | <p>NAB may also terminate the Framework Deed in circumstances including the following:</p> <p>(a) the IDC does not unanimously recommend that relevant AXA APH shareholders vote in favour of the share scheme and the resolutions required in connection with the sale of the Asian businesses to AXA in the Explanatory Memorandum;</p> <p>(b) the Chairman, or at least half of the other members of the IDC, publicly change or withdraw their recommendation that relevant AXA APH shareholders vote in favour of the share scheme or the resolutions required in connection with the sale of the Asian businesses to AXA, whether that is because a Superior Proposal is made or the independent expert does not conclude that the share scheme is in the best interests of shareholders and the transactions the subject of the resolutions required in connection with the sale of the Asian businesses to AXA are fair and reasonable, or otherwise.</p> <p>NAB and AXA have entered into a Co-operation Deed which, among other things, restricts the circumstances in which one party may exercise certain of its termination rights under the Framework Deed (including rights common to all parties to that deed) without the other's consent.</p> |
| AXA's other termination rights | <p>AXA has substantially equivalent termination rights to NAB.</p> |
| Adjustment to share component of cash and shares alternative | <p>The NAB scrip ratio of 0.1745 NAB shares per AXA APH share (offered under the cash and shares alternative) will be adjusted upwards in certain circumstances.</p> <p>Upward adjustment for NAB's FY10 interim dividend</p> <p>Under the cash and shares alternative, if NAB shares are not issued until after the record date for NAB's interim dividend for the six months ending 31 March 2010, the NAB scrip ratio will be adjusted upwards to reflect the value of that dividend (excluding franking credits).</p> <p>Upward adjustments for capital raisings undertaken by NAB</p> <p>The NAB scrip ratio will be adjusted upwards to take account of the dilutive effect of certain NAB capital raisings, where AXA APH shareholders who elect the cash and shares alternative cannot participate in them. These raisings include:</p> <p>(a) any entitlements issue;</p> <p>(b) any private placement and / or share purchase plan undertaken for a purpose which includes funding the acquisition of AXA APH; and</p> <p>(c) other private placements and / or share purchase plans which in aggregate raise more than A\$1.75 billion (where the scrip ratio will only be adjusted upwards for any amount in excess of A\$1.75 billion raised).</p> |

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| Definitions | <p>AXA APH Group A&NZ Material Adverse Change means an event, occurrence or matter which when aggregated has resulted in or could reasonably be expected to result in:</p> <ul style="list-style-type: none"> (a) a reduction in the net consolidated assets of AXA APH Group A&NZ of more than \$222 million occurring at any time on or after 17 December 2009; or (b) an annual reduction in the operating earnings of AXA APH Group A&NZ of more than \$20 million occurring at any time on or after 17 December 2009, that results in a reduction in AXA APH Group A&NZ's value of in-force (calculated using a prescribed method) of more than \$200 million, <p>subject to certain exceptions. The effect of certain events is also disregarded.</p> <p>AXA APH Group A&NZ Prescribed Occurrence means the occurrence of any of the following events in relation to AXA APH or certain other members of the AXA APH Group A&NZ (other than as required to be undertaken or procured by the AXA APH Group pursuant to the transaction documents or to the extent agreed to by NAB):</p> <ul style="list-style-type: none"> (a) the relevant entity converting shares into a larger or smaller number; (b) the relevant entity resolving to reduce capital in any way; (c) the relevant entity entering into a buy-back agreement; (d) the relevant entity issuing shares, or granting options, or agreeing to do so, subject to certain exceptions; (e) the relevant entity issuing, or agreeing to issue, convertible notes or other convertible securities, subject to certain exceptions; (f) the relevant entity agreeing to pay, declaring or paying a dividend or other distribution of profits or capital, subject to certain exceptions; (g) the relevant entity making any material change to its constitution (other than as required to give effect to the transactions); (h) a material change occurring to the risk profile or asset class mix of the shareholder fund or the shareholder assets within the statutory funds of The National Mutual Life Association of Australasia Limited and other members of AXA APH Group A&NZ inconsistent with disclosed policies or guidelines; (i) the relevant entity entering into, terminating or materially varying the terms of any agreement involving expenditure above an agreed limit or which is otherwise material, subject to certain exceptions; (j) the relevant entity acquiring or leasing assets, properties or businesses or capital expenditure above agreed limits; (k) the relevant entity disposing of assets, properties or businesses above agreed limits; (l) the relevant entity disposing, or agreeing to dispose, of shares or other securities exceeding an agreed value, other than to another wholly-owned member of the AXA APH Group A&NZ; (m) the relevant entity mortgaging, charging, creating a lien or encumbering business or property other than in the ordinary course of business; (n) the relevant entity incurring financial indebtedness or issuing indebtedness or debt securities, subject to certain exceptions; |

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| | <p>(o) the relevant entity making or repaying loans or advances (other than trade receivables or bank overdraft advances) or capital contributions or investments other than in the ordinary course of business, other than in favour of another member of the AXA APH Group A&NZ;</p> <p>(p) the relevant entity paying any bonus, retention payment or termination benefit to any director or executive, increasing remuneration or compensation other than in accordance with normal salary reviews, granting an increase in severance, termination pay or superannuation or materially changing the terms of any contract of employment, subject to certain exceptions; or</p> <p>(q) an insolvency event occurring.</p> <p>AXA APH Group Asia Material Adverse Change means an event, occurrence or matter which when aggregated has resulted in or could reasonably be expected to result in:</p> <p>(a) a reduction in the consolidated net assets of AXA APH Group Asia of more than \$326 million; or</p> <p>(b) an annual reduction in the operating earnings of AXA APH Group Asia of more than \$32 million), that results in a reduction in AXA APH Group Asia's value of in-force (calculated using a prescribed method) of more than \$300 million,</p> <p>subject to certain exceptions. The effect of certain events is also disregarded.</p> <p>AXA APH Group Asia Prescribed Occurrence covers broadly the same matters as an AXA APH Group A&NZ Prescribed Occurrence described above, but with respect to members of AXA APH Group Asia.</p> |

3 Exclusivity obligations under the Co-operation Deed

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| Exclusivity arrangements between AXA and NAB | <p>AXA and NAB have agreed to certain exclusivity arrangements under the Co-operation Deed. AXA APH is not a party to the Co-operation Deed and is not required to take any action or perform any obligations under this document.</p> <p>No shop</p> <p>During the No-shop Period, AXA and NAB must not, and must ensure that each of its representatives does not, except as contemplated by the Co-operation Deed or with the consent of the other party:</p> <p>(a) directly or indirectly solicit, initiate or encourage any Relevant Proposal (being a Competing Proposal if the Co-operation Deed has not been terminated or, during the period after termination of the Co-operation Deed, a proposal pursuant to which AXA would directly or indirectly acquire, have a right to acquire or otherwise acquire an economic interest in or control of, all or a substantial part of the Asian businesses other than pursuant to a transaction or arrangement, or series of transactions or arrangements, pursuant to which NAB also acquires all or a substantial part of the A&NZ businesses) or any enquiry, expression of interest, offer, proposal, negotiations or discussions in relation to, or that may be reasonably expected to lead to, a Relevant Proposal; or</p> <p>(b) communicate any intention to do any of the things in paragraph (a).</p> |

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| | <p>AXA or NAB is not prevented or restricted from responding to or engaging in discussions or negotiations in relation to a Relevant Proposal or any enquiry, expression of interest, offer or proposal in relation to, or that may be reasonably expected to lead to, a Relevant Proposal, if that party, and each of its representatives, did not directly or indirectly solicit, invite or encourage the initial inquiry, expression of interest, offer, proposal, negotiations or discussions.</p> <p>The No-shop Period operates from the date of the Co-operation Deed until the earlier of the date that is two weeks after termination of the Co-operation Deed, the implementation date or the End Date.</p> <p>No talk</p> <p>During the No-talk Period, AXA and NAB must not, and must ensure that each of its representatives does not, except as contemplated by the Co-operation Deed or with the consent of the other party:</p> <ul style="list-style-type: none"> (a) directly or indirectly participate in any enquiries, negotiations or discussions with any third party (including AXA APH and its representatives) or enter into any agreement, arrangement or understanding with any third party (including AXA APH and its representatives) in relation to, or that may reasonably be expected to lead to, any Relevant Proposal; (b) take any action (including by providing information) to respond to any unsolicited approach by any third party (including AXA APH and its representatives) in relation to, or that may reasonably be expected to lead to, any Relevant Proposal; or (c) communicate any intention to do any of the things in paragraph (a) or (b) above. <p>The No-talk Period operates from the date on which NAB notifies AXA that the conditions precedent to the share scheme relating to ACCC approval and approvals under the Financial Sector (Shareholdings) Act 1998 (Cth) are satisfied until the earlier of the date that is two weeks after termination of the Co-operation Deed, the implementation date or the End Date.</p> <p>Release for Superior Proposal</p> <p>AXA is released from its no shop and no talk obligations in relation to a Competing Proposal where the IDC, acting in good faith and in order to satisfy what it reasonably considers to be its fiduciary or statutory duties, has formed the opinion that the Competing Proposal would, if supported by AXA, be likely to be a Superior Proposal, for so long as the IDC holds that opinion.</p> <p>Notice of approaches</p> <p>Except to the extent prevented by confidentiality obligations owed to a third party who is not a representative of it, during the No-shop Period, AXA and NAB must promptly notify the other party of any approach, inquiry or proposal made to, and any attempt to initiate negotiations or discussions with, that party (or any of its representatives) in relation to, or that may reasonably be expected to lead to:</p> <ul style="list-style-type: none"> (a) any Relevant Proposal; or (b) any transaction or proposal that may adversely affect or reduce the likelihood of the successful completion of any of the transactions or the sale of the Asian businesses to AXA, |
| | <p>whether unsolicited or otherwise, and must, except to the extent prevented by confidentiality obligations owed to a third party who is not a representative of it, as part of that notice provide details of:</p> <ul style="list-style-type: none"> (c) the identity of the person making that approach, inquiry, proposal or attempt; and (d) the nature and terms of the proposal. |

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| | <p>Increase in scheme consideration</p> <p>If AXA or NAB considers that the existence of a Competing Proposal indicates that the consideration under the schemes would need to be increased or varied to ensure its success, then AXA and NAB will promptly confer and decide whether the consideration should be increased or varied and how the costs of that will be shared between the parties.</p> <p>If AXA and NAB are not able to agree arrangements in relation to these matters, NAB may, at any time during the No-talk Period, give written notice ("Top-up Right Notice") to AXA that it proposes to increase or vary the consideration under the schemes and/or to modify any other aspect of the transactions or the transactions relating to the sale of the Asian businesses to AXA.</p> <p>If NAB gives a Top-up Right Notice to AXA, NAB may seek to reach agreement with AXA APH in relation to an increase in, or variation to, the consideration under the schemes and agree appropriate amendments to the relevant transaction documents. AXA must agree to any amendments to those documents (other than the Co-operation Deed) requested by NAB (or, where any of the documents have been terminated, agree upon and execute appropriate substitute documents), provided that:</p> <ul style="list-style-type: none"> (a) NAB will be wholly responsible for providing, or procuring the provision of, any increase in, or variation to, the consideration under the schemes; and (b) AXA is satisfied, acting reasonably, that: <ul style="list-style-type: none"> (i) as a result of agreeing to the amendments to the documents and implementation of the relevant transactions pursuant to those documents, AXA will not be worse off overall compared to the outcome or likely outcome for AXA pursuant to the Competing Proposal and will not be worse off overall compared to the outcome or likely outcome for AXA pursuant to the position under the relevant documents prior to the amendments being made and implementation of the relevant transactions pursuant to those documents; and (ii) its rights and obligations under the Co-operation Deed and the other transaction documents will be otherwise unaffected. |