

Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme Zip Co Ltd
ACN/ARSN/ABN 139 546 428

1. Details of substantial holder (1)

Name JPMorgan Chase & Co. and its affiliates
ACN/ARSN (if applicable) NA

The holder ceased to be a substantial holder on 27/10/2021
The previous notice was given to the company on 27/10/2021
The previous notice was dated 22/10/2021

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

| Date of change | Person whose relevant interest changed | Nature of change (4) | Consideration given in relation to change (5) | Class (6) and number of securities affected | Person's votes affected |
|----------------|--|--|---|---|-------------------------|
| See Appendix | J.P. MORGAN SECURITIES PLC | Holder of securities subject to an obligation to return under a securities lending | See Appendix | 19,185 (Ordinary) | 19,185 (Ordinary) |
| See Appendix | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Purchase and sales of securities in its capacity as Principal/Proprietary | See Appendix | 386,572 (Ordinary) | 386,572 (Ordinary) |
| See Appendix | JPMORGAN CHASE BANK, N. A | Securities on Loan as Agent Lender | See Appendix | 2,085,176 (Ordinary) | 2,085,176 (Ordinary) |

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

4. Addresses

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

| Name | Address |
|--|---|
| JPMORGAN CHASE & CO | 383 Madison Avenue, New York, New York, NY, 10179, United States |
| J.P. MORGAN SECURITIES PLC | 25 Bank Street, Canary Wharf, London, E14 5JP, England |
| J.P. MORGAN SECURITIES AUSTRALIA LIMITED | LEVEL 18, 83-85 CASTLEREAGH STREET, SYDNEY, NS, NSW 2000, Australia |
| JPMORGAN CHASE BANK, N.A. | 1111 Polaris Parkway, Columbus, Delaware, OH, 43240, United States |

Signature

print name

Irfan Khan

capacity

Compliance Officer

sign here



date

29/10/2021

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DIRECTIONS

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

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (5) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

| TRADES FOR RELEVANT PERIOD | | | | | | Appendix |
|-------------------------------------|--|--------------|---------------------|-------------|-------------|-----------------|
| Transaction Date | Entity | Product Type | Type of Transaction | Quantity | Price (AUD) | Consideration |
| Balance at start of relevant period | | | | 28,776,717 | | |
| 23-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Adjustment | (17) | - | \$ - |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (765) | 6.83 | \$ 5,224.95 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 250 | 6.96 | \$ 1,740.00 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,688 | 6.79 | \$ 11,461.52 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (29) | 6.79 | \$ 196.91 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (142,838) | 6.75 | \$ 964,825.12 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 4,981 | 6.78 | \$ 33,752.78 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,201 | 6.78 | \$ 8,139.00 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 11,405 | 6.75 | \$ 76,964.36 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 2,242 | 6.78 | \$ 15,200.76 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 879 | 6.77 | \$ 5,946.79 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 5,580 | 6.78 | \$ 37,816.09 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 8,162 | 6.76 | \$ 55,199.45 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 89 | 6.77 | \$ 602.53 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 4,297 | 6.78 | \$ 29,120.43 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 5,629 | 6.74 | \$ 37,952.11 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 257 | 6.75 | \$ 1,734.75 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 4,822 | 6.76 | \$ 32,608.52 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (28,370) | 6.79 | \$ 192,632.30 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (1,345) | 6.79 | \$ 9,132.55 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (1,688) | 6.79 | \$ 11,461.52 |
| 25-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 29 | 6.79 | \$ 196.91 |
| 25-Oct-21 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow Return | (50,000) | - | \$ - |
| 26-Oct-21 | J.P. MORGAN SECURITIES PLC | Equity | Borrow Return | (19,185) | - | \$ - |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (180) | 6.80 | \$ 1,224.00 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 5,826 | 6.80 | \$ 39,616.80 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 441,254 | 6.97 | \$ 3,076,737.06 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (77,864) | 6.82 | \$ 530,926.90 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 6 | 7.00 | \$ 42.00 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 439 | 6.91 | \$ 3,032.35 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 21,968 | 6.93 | \$ 152,345.64 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 4,821 | 6.83 | \$ 32,915.86 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 3,137 | 6.88 | \$ 21,582.56 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 2,646 | 6.80 | \$ 17,992.80 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 5,975 | 6.90 | \$ 41,237.67 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 623 | 6.85 | \$ 4,267.55 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (375) | 6.87 | \$ 2,576.70 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,449 | 6.80 | \$ 9,853.20 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 100 | 6.80 | \$ 680.00 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 5,927 | 6.82 | \$ 40,437.68 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 180 | 6.80 | \$ 1,224.00 |
| 26-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (5,826) | 6.80 | \$ 39,616.80 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 122,000 | 6.63 | \$ 808,519.99 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 45 | 6.67 | \$ 299.93 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (309) | 6.64 | \$ 2,051.76 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (439) | 6.80 | \$ 2,985.20 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (886,468) | 6.68 | \$ 5,918,403.43 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 2,021 | 6.65 | \$ 13,442.28 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 435 | 6.72 | \$ 2,923.20 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 20,076 | 6.71 | \$ 134,667.80 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 20,671 | 6.66 | \$ 137,584.11 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 10,770 | 6.64 | \$ 71,512.80 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 3,544 | 6.67 | \$ 23,638.48 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 41,929 | 6.67 | \$ 279,852.34 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 145 | 6.65 | \$ 964.34 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 564 | 6.71 | \$ 3,785.20 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (8,869) | 6.80 | \$ 60,309.20 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 309 | 6.64 | \$ 2,051.76 |
| 27-Oct-21 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 439 | 6.80 | \$ 2,985.20 |
| 27-Oct-21 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow Return | (500) | - | \$ - |
| 27-Oct-21 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow | 500 | - | \$ - |
| 27-Oct-21 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow Return | (35,008) | - | \$ - |
| 27-Oct-21 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow Return | (164,992) | - | \$ - |
| 27-Oct-21 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow Return | (2,335,176) | - | \$ - |
| 27-Oct-21 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow Return | (10,257) | - | \$ - |
| 27-Oct-21 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow | 10,257 | - | \$ - |
| 27-Oct-21 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow | 500,000 | - | \$ - |
| Balance at end of relevant period | | | | 26,285,784 | | |

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

| | |
|--|--|
| Date: | 29-Oct-2021 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-2021 |
| Schedule | |
| Type of agreement | Global Master Securities Lending Agreement ("GMSLA") |
| Parties to agreement | JPMorgan Chase Bank, N.A. (acting as agent) ("lender") Borrowers (as listed) 1. MERRILL LYNCH INTERNATIONAL 2. MORGAN STANLEY & CO. INTERNATIONAL PLC 3. NOMURA INTERNATIONAL PLC |
| Transfer date | |
| Holder of voting rights | Securities on Loan as Agent Lender |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 6.6 of the standard form GMSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

| | |
|--|--|
| Date: | 29-Oct-2021 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-2021 |
| Schedule | |
| Type of agreement | Master Securities Lending Agreement ("MSLA") |
| Parties to agreement | JPMorgan Chase Bank, N.A. (acting as agent) ("lender") Borrowers (as listed) 1. BMO CAPITAL MARKETS CORP. |
| Transfer date | |
| Holder of voting rights | Securities on Loan as Agent Lender |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out as per the rights of the borrower as stated in the MSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

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|--|--|
| Date: | 29-Oct-2021 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-2021 |
| Schedule | |
| Type of agreement | Overseas Securities Lending Agreement ("OSLA") |
| Parties to agreement | JPMorgan Chase Bank, N.A. (acting as agent) ("lender") Borrowers (as listed) 1. DEUTSCHE BANK AG, LONDON BRANCH |
| Transfer date | |
| Holder of voting rights | Securities on Loan as Agent Lender |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(vi) of the standard form OSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

| | |
|--|---|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Institutional Account Agreement |
| Parties to agreement | JP Morgan Securities LLC for itself and as agent and trustee for the other J.P. Morgan Entities and Brown Brothers Harriman & Co(As Agent), CLIENT 9701572508 and State Street Bank and Trust Co (As Agent) (herein referred to as "JPMS"). " J.P. Morgan Entities" means, as the context may require or permit, any and all of JPMSL, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC., J.P. Morgan Markets Limited, J.P. Morgan Securities Australia Limited, J.P. Morgan Securities (Asia Pacific) Limited, J.P. Morgan Securities Japan Co., Ltd and J.P. Morgan Prime Nominees Limited and any additional entity notified to the Company from time to time. |
| Transfer date | <u>Settlement Date</u> 23-Jun-21 12-Apr-21 22-Jul-21 28-Jul-21 |
| Holder of voting rights | JPMS is the holder of the voting rights from the time at which it exercises its right to borrow. Notwithstanding this, please note that the Company has the right to recall equivalent securities if it wishes to exercise its voting rights in respect of the securities. |
| Are there any restriction on voting rights | Yes |
| If yes, detail | JPMS will not be able to exercise voting rights in circumstances where the Company has recalled equivalent securities from JPMS before the voting rights have been exercised. In these circumstances, JPMS must return the securities to the Company and the Company holds the voting rights. |
| Scheduled return date (if any) | N/A. There is no term to the loan of securities. |
| Does the borrower have the right to return early? | Yes. |
| If yes, detail | JPMS has the right to return all and any securities or equivalent securities early at any time. |

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| Does the lender have the right to recall early? | Yes. |
| If yes, detail | The Company has the right to recall all or any equivalent securities on demand. |
| Will the securities be returned on settlement? | Yes. Settlement of the loan will occur when JPMS returns equivalent securities to the Company. There is no term to the loan of securities. |
| If yes, detail any exceptions | |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

| | |
|--|--|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Global Master Securities Lending Agreement ("GMSLA") |
| Parties to agreement | BARCLAYS CAPITAL SECURITIES LIMITED ("lender") and J.P. Morgan Securities Plc ("borrower") |
| Transfer date | Settlement Date 16-Sep-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |

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| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, J.P. Morgan Securities Plc will give a copy of the GMSLA to that company or ASIC. |

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

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|--|--|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Overseas Securities Lender's Agreement (For Non-US Borrowers) ("OSLA") |
| Parties to agreement | The Bank of New York Mellon Corporation (formerly known as The Bank of New York) (acting as agent) ("lender"), J.P. Morgan Securities Plc ("borrower") |
| Transfer date | <u>Settlement Date</u> 22-Jul-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(ii) of the standard form OSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |

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|---|--|
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

| | |
|--|--|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Exclusive Securities Lending Agreement dated November 17, 2020 to the Global Master Securities Lending Agreement, which is available via the Doc ID in this column |
| Parties to agreement | SFT ("lending agent") - CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM ("lender") and J.P. Morgan Securities Plc ("borrower") |
| Transfer date | <u>Settlement Date</u> 24-Mar-21 30-Mar-21 30-Sep-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery. |
| Does the lender have the right to recall early? | Yes |

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|---|--|
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

| | |
|--|--|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Overseas Securities Lender's Agreement ("OSLA") |
| Parties to agreement | J.P. Morgan Securities Plc ("borrower") and Citibank N.A. acting as Agent ("lender") |
| Transfer date | Settlement Date 21-Apr-21 26-Apr-21 29-Apr-21 3-May-21 24-May-21 28-Jun-21 26-Jul-21 11-Aug-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(vi) of the standard form OSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |

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| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

| | |
|--|---|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Global Master Securities Lending Agreement ("GMSLA") |
| Parties to agreement | HSBC Bank PLC (as agent for Henderson Gartmore Fund) ("lender"), J.P. Morgan Securities plc ("borrower") |
| Transfer date | Settlement Date 1-Sep-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower has no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Subject to the terms of the loan, borrower has right to at any time terminate a loan and redeliver all and any equivalent securities to the lender in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to terminate a loan and to call for the redelivery of all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the loan securities were originally delivered. Borrower shall redeliver such equivalent securities not later than the expiry of such notice in accordance with lender's instructions. |

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| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

| | |
|--|--|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Overseas Securities Lender's Agreement ("OSLA") |
| Parties to agreement | JPMorgan Chase Bank, N.A. (acting as agent) ("lender") J.P. Morgan Securities plc ("borrower") |
| Transfer date | Settlement Date 2-Jul-21 15-Jul-21 28-Jul-21 3-Aug-21 10-Aug-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(vi) of the standard form OSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |

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|---|--|
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

| | |
|--|---|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Master Overseas Securities Borrowing Agreement |
| Parties to agreement | J.P. Morgan Securities Plc ("borrower") and The Northern Trust Company as agent ("lender") |
| Transfer date | Settlement Date 6-May-21 12-May-21 28-Jun-21 28-Jul-21 1-Sep-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is in clause 4(B)(vi) of the agreement. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery. |
| Does the lender have the right to recall early? | Yes |

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| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

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|--|--|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Global Master Securities Lending Agreement ("GMSLA") |
| Parties to agreement | J.P. Morgan Securities plc ("borrower") and State St Bank and Trust Company as agent ("lender") |
| Transfer date | Settlement Date 12-Jul-21 26-Jul-21 27-Jul-21 20-Aug-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery. |
| Does the lender have the right to recall early? | Yes |

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| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

| | |
|--|---|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Australian Master Securities Lending Agreement ("AMSLA") |
| Parties to agreement | Citibank N.A. as agent ("lender"), J.P. Morgan Securities Australia Limited ("borrower") |
| Transfer date | <u>Settlement Date</u> 12-Jul-21 6-Aug-21 10-Aug-21 1-Sep-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4.3 of the standard form AMSLA |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any securities or equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |

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| If yes, detail | Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

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|--|--|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Australian Master Securities Lending Agreement ("AMSLA") |
| Parties to agreement | JPMorgan Chase Bank, N.A. (acting as agent) ("lender"), J.P. Morgan Securities Australia Limited ('borrower') |
| Transfer date | Settlement Date 2-Jul-21 30-Jul-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4.3 of the standard form AMSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any securities or equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |

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| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exception |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

| | |
|--|--|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Australian Master Securities Lending Agreement ("AMSLA") |
| Parties to agreement | Merrill Lynch Equities (Australia) Limited ("lender"), J.P. Morgan Securities Australia Limited ("borrower") |
| Transfer date | Settlement Date 3-Aug-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4.3 of the standard form AMSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |

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|---|--|
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

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

| | |
|--|--|
| Date: | 29-Oct-21 |
| Company's name: | Zip Co Ltd |
| ISIN: | AU000000Z1P6 |
| Date of change of relevant interests: | 27-Oct-21 |
| Schedule | |
| Type of agreement | Global Master Securities Lending Agreement ("GMSLA") |
| Parties to agreement | State Street Bank and Trust Company ("lender") and J.P. Morgan Securities Australia Limited ("borrower") |
| Transfer date | Settlement Date 18-Jun-21 2-Jul-21 19-Jul-21 1-Sep-21 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |

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| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |