

Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme JB HI-FI LTD
ACN/ARSN/ABN 80 093 220 136

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 31/03/2023

The previous notice was given to the company on 03/04/2023

The previous notice was dated 30/03/2023

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	JPMORGAN CHASE BANK, N.A.	Securities on Loan as Agent Lender	See Appendix	21,629 (Ordinary)	21,629 (Ordinary)
See Appendix	JPMORGAN ASSET MANAGEMENT (UK) LIMITED	Securities received as collateral due to securities lending	See Appendix	15 (Ordinary)	15 (Ordinary)
See Appendix	J.P. MORGAN SECURITIES LLC	Rehypotheication of client securities under a Prime Brokerage Agreement	See Appendix	3,160 (Ordinary)	3,160 (Ordinary)
See Appendix	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Purchase and sales of securities in its capacity as Principal/Proprietary	See Appendix	16,011 (Ordinary)	16,011 (Ordinary)
See Appendix	J.P. MORGAN PRIME INC.	Rehypotheication of client securities under a Prime Brokerage Agreement	See Appendix	3,160 (Ordinary)	3,160 (Ordinary)
See Appendix	J.P. MORGAN INVESTMENT MANAGEMENT INC.	In its capacity as investment manager or in various other related capacities	See Appendix	2,168 (Ordinary)	2,168 (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 LLC	Subsidiary of JPMorgan Chase & Co
J.P. MORGAN PRIME INC.	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
J.P. MORGAN INVESTMENT MANAGEMENT INC.	Subsidiary of JPMorgan Chase & Co
JPMORGAN ASSET MANAGEMENT (UK) LIMITED	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 LLC	383 Madison Ave., New York, New York, NY, 10179, United States
J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Level 18, 83-85 Castlereagh Street, Sydney, NSW 2000, Australia
JPMORGAN CHASE BANK, N.A.	1111 Polaris Parkway, Columbus, Delaware, OH, 43240, United States
JPMORGAN ASSET MANAGEMENT (UK) LIMITED	60 Victoria Embankment, London, EC4Y0JP, England
J.P. MORGAN INVESTMENT MANAGEMENT INC.	383 Madison Avenue, New York, New York, NY, 10179, United States
J.P. MORGAN PRIME INC.	383 Madison Ave., New York, New York, NY, 10179, United States

Signature

print name Vasim Pathan

capacity Compliance Officer

sign here



date

04/04/2023

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				5,473,936			
31-Mar-23	J.P. MORGAN PRIME INC.	Equity	On-Lend Return	(3,160)	-	\$	-
31-Mar-23	J.P. MORGAN SECURITIES LLC	Equity	On-Lend	3,160	-	\$	-
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	1,383	42.48	\$	58,749.33
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	1,005	42.49	\$	42,705.26
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	2,329	42.49	\$	98,965.72
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	262	42.49	\$	11,133.12
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(3,906)	41.98	\$	163,973.88
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	123	42.46	\$	5,221.97
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	1,182	42.52	\$	50,255.70
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	87	42.38	\$	3,687.15
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(97)	41.98	\$	4,072.06
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	612	42.59	\$	26,064.49
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(1,600)	42.42	\$	67,872.13
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(37)	42.47	\$	1,571.39
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(6)	41.98	\$	251.88
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(5,534)	42.47	\$	235,028.98
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(1,845)	42.47	\$	78,357.15
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(664)	42.47	\$	28,200.08
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(768)	42.47	\$	32,616.96
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(58)	42.10	\$	2,441.80
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	37	42.47	\$	1,571.39
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	6	41.98	\$	251.88
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(7,526)	41.98	\$	315,941.48
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(366)	41.98	\$	15,364.68
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(630)	41.98	\$	26,447.40
31-Mar-23	JPMORGAN CHASE BANK, N.A.	Equity	Borrow Return	(315)	-	\$	-
31-Mar-23	JPMORGAN CHASE BANK, N.A.	Equity	Borrow Return	(998)	-	\$	-
31-Mar-23	JPMORGAN CHASE BANK, N.A.	Equity	Borrow Return	(10,785)	-	\$	-
31-Mar-23	JPMORGAN CHASE BANK, N.A.	Equity	Borrow Return	(9,531)	-	\$	-
31-Mar-23	J.P. MORGAN INVESTMENT MANAGEMENT INC.	Equity	Sell	(2,168)	42.47	\$	92,074.96
31-Mar-23	JPMORGAN ASSET MANAGEMENT (UK) LIMITED	Equity	Collateral In	5	-	\$	-
31-Mar-23	JPMORGAN ASSET MANAGEMENT (UK) LIMITED	Equity	Collateral In	9	-	\$	-
31-Mar-23	JPMORGAN ASSET MANAGEMENT (UK) LIMITED	Equity	Collateral In	1	-	\$	-
Balance at End of relevant period				5,434,143			

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

Date:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
Schedule	
Type of agreement	Overseas Securities Lending Agreement ("OSLA")
Parties to agreement	JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and Barclays Capital Securities Limited ("Borrower")
Transfer date	<u>Settlement date</u> 09-Feb-23 28-Feb-23
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
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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and Merrill Lynch International(Borrower)
Transfer date	<u>Settlement Date</u> 16-Feb-21 18-Mar-21 19-Mar-21 24-Mar-21 06-Apr-21 12-Apr-21 15-Sep-21 05-Oct-21 07-Oct-21 13-Oct-21 11-Feb-22 15-Feb-22 16-Feb-22 21-Feb-22 11-May-22 07-Jun-22 08-Jun-22 09-Jun-22 23-Jun-22 30-Jun-22 06-Jul-22 17-Aug-22 22-Aug-22 21-Sep-22 04-Oct-22 05-Oct-22 11-Oct-22 12-Oct-22 14-Oct-22 17-Oct-22 19-Oct-22 07-Nov-22 04-Jan-23 10-Feb-23 14-Feb-23 17-Feb-23 21-Feb-23 22-Feb-23 27-Feb-23 01-Mar-23 15-Mar-23 17-Mar-23 21-Mar-23
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 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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
Schedule	
Type of agreement	Australian Master Securities Lending Agreement ("AMSLA")
Parties to agreement	JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and Merrill Lynch Equities (Australia) Limited(Borrower)
Transfer date	Settlement Date 21-Mar-23
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 4.3 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 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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
Schedule	
Type of agreement	Australian Master Securities Lending Agreement ("AMSLA")
Parties to agreement	JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and UBS Securities Australia Ltd (Borrower)
Transfer date	<u>Settlement Date</u> 21-Mar-23 24-Mar-23 29-Mar-23
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 4.3 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 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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and Morgan Stanley & Co. International PLC (Borrower)
Transfer date	<u>Settlement Date</u> 31-Mar-23
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 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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and Societe Generale Paris Branch (Borrower)
Transfer date	Settlement Date 21-Mar-23
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 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 transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
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), 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> 07-Nov-22 01-Mar-23
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.
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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	BROWN BROTHERS HARRIMAN & CO (AS AGENT) ("lender") and J.P. Morgan Securities Plc ("borrower")
Transfer date	<u>Settlement Date:</u> 06-Feb-23
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	Subject to the terms of the relevant loan, the 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.
Does the lender have the right to recall early?	Yes
If yes, detail	Subject to the terms of the relevant loan, the lender has the right to terminate a loan and to call for delivery 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 loaned securities were originally delivered. The borrower shall deliver such equivalent securities not later than the expiry of such notice in accordance with the lender's instruction.

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.

Date:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	Blackrock Advisors (UK) Limited ("lender") and J.P. Morgan Securities plc ("borrower")
Transfer date	<u>Settlement Date:</u> 26-Sep-22 04-Nov-22 27-Jan-23
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.
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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
Schedule	
Type of agreement	Overseas Securities Lender's Agreement ("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> 27-Jan-23
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.
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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	Caceis Bank, Luxembourg Branch ("lender") and J.P. Morgan Securities Plc ("borrower")
Transfer date	<u>Settlement Date:</u> 19-Aug-22
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 on a business day if notice of redelivery has been given within the standard market settlement period.
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 provided notification is given by the lender within standard market settlement period 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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
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	<u>Settlement Date</u> 7-Nov-22 16-Dec-22 19-Dec-22 27-Jan-23
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.
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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
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	<u>Settlement date</u> 21-Sep-22 13-Oct-22 18-Oct-22 17-Nov-22 27-Jan-23
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
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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
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	<u>Settlement date</u> 19-Aug-22 26-Sep-22 2-Nov-22 4-Nov-22 11-Nov-22 17-Nov-22 16-Dec-22 20-Jan-23 24-Jan-23 25-Jan-23 21-Feb-23
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
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:	04-Apr-2023
Company's name:	JB HI-FI LTD
ISIN:	AU000000JBH7
Date of change of relevant interests:	31-Mar-2023
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	RBC Investor Services Trust ("lender") and J.P. Morgan Securities Plc ("borrower")
Transfer date	<u>Settlement Date:</u> 17-Aug-22 27-Jan-23
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 on a business day if notice of redelivery has been given within the standard market settlement period.
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 provided notification is given by the lender within standard market settlement period 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 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.

10 June 2020

REVISED 2008 AEJ¹ MASTER EQUITY DERIVATIVES
CONFIRMATION AGREEMENT

This Revised 2008 AEJ Master Equity Derivatives Confirmation Agreement (“Master Confirmation Agreement”) is dated as of 10 June 2020 between **JPMorgan Chase Bank, N.A.** (“Party A” or “JPMorgan”) and each of the entities listed in Annex A to the Master Confirmation Agreement (as defined below) (each fund individually, separately and severally (not jointly) “Party B” or “Counterparty”).

It is understood and agreed that this Master Confirmation Agreement shall constitute a separate agreement with respect to each party listed on Annex A to the Master Confirmation Agreement below as if each such party had executed a separate document naming only itself as Counterparty, and that no party listed on Annex A shall have any liability hereunder or under any Transaction entered into hereunder for the obligations of the other party so listed. With respect to any one such party, only Transaction Supplements between JPMorgan and such Counterparty shall be part of the Master Confirmation Agreement with such party. The parties wish to facilitate the process of entering into and confirming certain types of equity derivative transactions and accordingly agree as follows:

1. Definitions. This Master Confirmation Agreement (which term includes each applicable Annex hereto) incorporates by reference the 2002 ISDA Equity Derivatives Definitions (the “Equity Definitions”) and the ISDA 2006 Definitions (the “2006 Definitions”, and together with the Equity Definitions, the “Definitions”), each as published by the International Swaps and Derivatives Association, Inc. (“ISDA”). If there is any inconsistency between the Equity Definitions and the 2006 Definitions, the Equity Definitions will govern. If there is any inconsistency between the Definitions and this Master Confirmation Agreement, this Master Confirmation Agreement will govern. Any capitalised term not otherwise defined herein shall have the meaning assigned to such term in the Definitions.
2. Coverage. Unless the parties agree otherwise at the time of trading, if as of the Trade Date a transaction is:
 - (i) (a) an Index Option Transaction with an Exchange in an Open Market Country and Annex OMISO is specified in the Exhibit hereto as being subject to this Master Confirmation Agreement; (b) a Share Option Transaction with an Exchange in an Open Market Country, on a share which is issued by an Issuer that is not a fund or similar collective investment scheme and Annex OMISO is specified in the Exhibit hereto as being subject to this Master Confirmation Agreement; (c) an Index Option Transaction with an Exchange in a Closed Market Country and Annex CMISO is specified in the Exhibit hereto as being subject to this Master Confirmation Agreement; or (d) a Share Option Transaction with an Exchange in a Closed Market Country, on a Share which is issued by an Issuer that is not a fund or similar collective investment scheme and Annex CMISO is specified in the Exhibit hereto as being subject to this Master Confirmation Agreement; and
 - (ii) in respect of an Option Transaction, an American Option or European Option but excluding Option Transactions that have (a) Averaging Dates, (b) a Settlement Method

¹ Includes each of the Open Market Countries and Closed Market Countries.

Election applying, (c) a Knock-in Event or Knock-out Event applying, or (d) a current or future Strike Price that is not determined at the time of trading (such as, but not limited to cliquets) unless, having been so determined, the relevant Strike Price cannot be reset at any time thereafter; and

- (iii) entered into (unless otherwise agreed in writing in relation to a particular Transaction) on or after the Annex Effective Date specified in relation to the relevant Annex in the Exhibit hereto,

(a “Covered Transaction”), then that Covered Transaction is subject to the terms of this Master Confirmation Agreement. If a single trade is composed of more than one Covered Transaction, each Covered Transaction is subject to this Master Confirmation Agreement and the parties intend that each Covered Transaction should be separately documented with an individual Confirmation (as defined below). The execution of this Master Confirmation Agreement does not require the parties to document Covered Transactions in accordance with this Master Confirmation Agreement. Further, the parties may specify that any other Index Option Transaction, Index Swap Transaction, Share Option Transaction, or Share Swap Transaction is a Covered Transaction and accordingly will be subject to this Master Confirmation Agreement.

“Open Market Country” means each of Australia, Hong Kong, New Zealand and Singapore.

“Closed Market Country” means each of India, Indonesia, Korea, Malaysia, Taiwan and Thailand.

3. Confirmation Process. Unless otherwise agreed by the parties, Party A must prepare the transaction supplement, which shall be substantially in the form attached to an applicable Annex specified in the Exhibit hereto (each, a “Transaction Supplement”) for such Transaction and such Transaction Supplement shall state that it is a Transaction Supplement which supplements, forms a part of, and is subject to this Master Confirmation Agreement. Such Transaction Supplement will supplement, form a part of, and be subject to, the ISDA Master Agreement between **JPMorgan Chase Bank, N.A.** and Party B listed in Annex A to the Master Confirmation Agreement below dated 28 January 2020, as amended and supplemented from time to time (the “Master Agreement”), and the “Confirmation” of such Transaction shall consist of this Master Confirmation Agreement including the relevant form of General Terms Confirmation contained in an applicable Annex specified in the Exhibit hereto (each, a “General Terms Confirmation”) for such Transaction as supplemented by the trade details applicable to such Transaction as set forth in the Transaction Supplement. The Seller (as defined in the relevant Transaction Supplement) in respect of each Option Transaction, the Equity Amount Payer (as defined in the relevant Transaction Supplement) in respect of each Equity Swap Transaction or such other party as the parties may agree at the time of trading shall prepare the Transaction Supplement, which must include, at a minimum, all the information set out in the form of Transaction Supplement relevant to the Transaction for which an election is not provided in the relevant General Terms Confirmation or the Definitions.

In the event of any inconsistency between (i) this Master Confirmation Agreement and a General Terms Confirmation, the General Terms Confirmation shall govern for the purposes of the Transactions documented pursuant to such General Terms Confirmation; (ii) this Master Confirmation Agreement, the relevant General Terms Confirmation and a Transaction Supplement, the Transaction Supplement shall govern for the purposes of the relevant Transaction; and (iii) the Definitions and a Transaction Supplement, the Transaction Supplement shall govern for the purposes of the relevant Transaction.

4. Miscellaneous.

- (a) Entire Agreement. This Master Confirmation Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect specifically thereto.
- (b) Amendments. An amendment, modification or waiver in respect of this Master Confirmation Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.
- (c) Counterparts. This Master Confirmation Agreement and each Transaction Supplement documented hereunder may be executed in counterparts, each of which will be deemed an original.
- (d) Headings. The headings used in this Master Confirmation Agreement are for convenience of reference only and shall not affect the construction of or be taken into consideration in interpreting this Master Confirmation Agreement.
- (e) Governing Law. This Master Confirmation Agreement and each Covered Transaction confirmed by a Transaction Supplement will be governed by and construed in accordance with the law specified in the Master Agreement.
- (f) Termination. Either party may terminate this Master Confirmation Agreement on giving notice to the other party at the contact details listed below or, if different, in the relevant Annex, in which case this Master Confirmation Agreement does not apply to Transactions with a Trade Date after the Local Business Day on which such notice is given.
- (g) Third Party Rights. If English law applies to this Master Confirmation Agreement, no person that is not a party to the Master Confirmation Agreement has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Master Confirmation Agreement.
- (h) Hedge Positions. Section 13.2(b) of the Equity Definitions is hereby amended by adding the words “or any of its Affiliates” after the words “a party” in the third line thereof.
- (i) Wall Street Transparency Accountability Act: In connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010 (the “WSTAA”), the parties hereby agree that neither the enactment of the WSTAA or any regulation under the WSTAA, nor any requirement under the WSTAA or any amendment made by the WSTAA, shall limit or otherwise impair either party’s otherwise applicable rights to terminate this Transaction or renegotiate, modify, amend or supplement the term Sheet, arising from a termination event, force majeure, illegality, increased cost, regulatory change or similar event under the term Sheet, the Equity Definitions or the Agreement (including, but not limited to, any rights arising from any Change in Law, Hedging Disruption, Increased Cost of Hedging or Illegality).
- (j) Electronic Signing: The Counterparty understands that this document may be electronically signed on behalf of JPMorgan, by the authorised signatory of JPMorgan whose name appears in the signature block of this document. The authorised signatory will approve the application of the electronic signature to this document. The Counterparty consents to this.

- (k) Office. For the purposes of the Master Agreement,
- (i) The Office of Party A is London; and
- (ii) The Office of Party B is As specified in the Master Agreement.

- (l) Notice and Account Details.

Contact Details for Notices:

Party A: As separately notified.

Party B: As separately notified.

Payment and Delivery Instructions:

Party A: As separately notified.

Party B: As separately notified.

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IN WITNESS WHEREOF the parties have executed this agreement with effect from the date specified on the first page of this agreement.

**J.P. Morgan Securities (Asia Pacific)
Limited, as processing agent for JPMorgan
Chase Bank, N.A.**

By:
Name: Kathleen KONG
Title: Authorised Signatory
Date: 10 June 2020

 Kathleen Kong
2020.06.10
16:34:08 +08'00'

**Australian Foundation Investment Company
Limited**

By:
Name:
Title:
Date:

Djerriwarrh Investment Limited

By:
Name:
Title:
Date:

Mirrabooka Investment Limited

By:
Name:
Title:
Date:

AMCIL Limited

By:
Name:
Title:
Date:

APPLICABLE ANNEXES

JPMorgan Chase Bank, N.A. (“Party A”) and **each of the entities listed in Annex A to the Master Confirmation Agreement** (“Party B”) have agreed on the relevant Incorporation Date specified below that the following Annexes (including the related Transaction Supplements) attached hereto, will be subject to this Revised 2008 AEJ Master Equity Derivatives Confirmation Agreement, effective as of the Annex Effective Date specified below:

Annex	Incorporation Date	Annex Effective Date
Multiple Exchange Index Annex ²	10 June 2020	10 June 2020
Annex OMISO (Cash/Physically-settled Open Market European/American Index/Share Option)	10 June 2020	10 June 2020
Annex CMISO (Cash-settled Closed Market European/American Index/Share Option)	10 June 2020	10 June 2020

² If parties wish “Multiple Exchange” to apply to any Index Transaction, the Multiple Exchange Index Annex must be incorporated into this Master Confirmation Agreement and the Annex Effective Date specified above with respect thereto must occur on or before the date on which that Index Transaction is entered into.

MULTIPLE EXCHANGE INDEX ANNEX

If "Multiple Exchange" is specified as the Exchange in relation to and/or this Multiple Exchange Index Annex otherwise applies to a Covered Transaction (as defined in the Revised 2008 AEJ Master Equity Derivatives Confirmation Agreement between us dated as of 10 June 2020), then the following terms shall apply to that Covered Transaction. In the event of any inconsistency between this Multiple Exchange Index Annex and a General Terms Confirmation, this Multiple Exchange Index Annex shall govern.

In the event of any inconsistency between this Multiple Exchange Index Annex and the Definitions, this Multiple Exchange Index Annex shall govern.

Component Security: Each component security of the Index.

Amendment to Section 6.8(e): The words "the level of the relevant Index at the close of the regular trading session on the relevant Exchange" on lines 4 and 5 of Section 6.8(e) of the Equity Definitions shall be deleted and replaced with the words "the official closing level of the Index as calculated and published by the Index Sponsor".

Scheduled Trading Day: Any day on which: (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

Exchange Business Day: Any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

Valuation Time: (i) For the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

Market Disruption Event: Either:

- (i) (a) the occurrence or existence, in respect of any Component Security, of:
 - (1) a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
 - (2) an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such

- (3) an Early Closure; AND
- (b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; OR
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of the Index at any time, if a Market Disruption Event occurs in respect of a Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

Trading Disruption:	Any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.
Exchange Disruption:	Any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.
Early Closure:	The closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.
Disrupted Day:	Any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish

J.P.Morgan

the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

10 June 2020

Re: Open Market¹ Option General Terms Confirmation

Dear Sir/Madam:

The purpose of this Open Market Option General Terms Confirmation (this “OMISO General Terms Confirmation”) is to confirm certain general terms and conditions of Option Transactions entered into between us under the Revised 2008 AEJ Master Equity Derivatives Confirmation Agreement dated as of 10 June 2020 (the “Master Confirmation Agreement”).

In the event of any inconsistency between this OMISO General Terms Confirmation and the Definitions, this OMISO General Terms Confirmation will govern.

All provisions contained in the Master Agreement govern each Confirmation (each as defined in the Master Confirmation Agreement), except as expressly modified below or in the relevant Transaction Supplement. The general terms of each Option Transaction to which this OMISO General Terms Confirmation relates are as follows (unless otherwise specified in the relevant Transaction Supplement), as supplemented by the Transaction Supplement related to such Option Transaction:

General Terms:

Shares:	In the case of a Share Option Transaction, as specified in the Transaction Supplement and otherwise, Not Applicable.
Index:	In the case of an Index Option Transaction, as specified in the Transaction Supplement and otherwise, Not Applicable.
Exchange(s):	As specified in the Transaction Supplement. If the Exchange is specified in the Transaction Supplement as “Multiple Exchange” or the Multiple Exchange Index Annex otherwise applies to an Option Transaction, for each Component Security (as defined in the Multiple Exchange Index Annex) the Exchange is the stock exchange on which that Component Security is principally traded.

¹ Includes Australia, Hong Kong, New Zealand and Singapore (each an “Open Market Country”). This Annex OMISO covers Cash or Physically-settled European or American Index or Share Options with an Exchange or (in the case the Multiple Exchange Index Annex is applicable) with the Exchange in respect of each Component Security in an Open Market Country. This Annex OMISO shall not apply if the Exchange in respect of any Component Security is not in an Open Market Country.

JPMorgan Chase Bank, National Association

Organised under the laws of the United States as a National Banking Association.

Main Office: 1111 Polaris Parkway, Columbus, Ohio 43240

Registered as a branch in England & Wales branch No. BR000746.

Registered Branch Office 25 Bank Street, Canary Wharf, London, E14 5JP

Authorised by the Office of the Comptroller of the Currency in the jurisdiction of the U.S.A. Authorised by the Prudential Regulation Authority.

Subject to regulation by the Financial Conduct Authority and to limited regulation by the Prudential Regulation Authority

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Related Exchange:

Unless otherwise specified in the relevant Transaction Supplement, Related Exchange shall be All Exchanges.

Procedures for Exercise:

Expiration Time:

Valuation Time.

Amendment to Valuation Time:

If an Index Transaction has more than one Exchange, then, unless the Exchange is specified in the Transaction Supplement as "Multiple Exchange" and/or the Multiple Exchange Index Annex otherwise applies to the relevant Transaction, the Valuation Time (a) for the purposes of determining whether an Early Closure has occurred in respect of (i) any security in the Index is the Scheduled Closing Time on the Exchange in respect of such security, and (ii) options contracts or future contracts on the Index, is the close of trading on the Related Exchange; and (b) for all other purposes, is the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

If a Strike Date is specified in a Transaction Supplement for a Transaction in respect of which the Multiple Exchange Index Annex does not apply, then Section 6.1 of the Equity Definitions shall be amended with respect to such Transaction by including the words ", Strike Date" after each occurrence of the words "Valuation Date".

If Futures Price Valuation is applicable, the time at which the Official Settlement Price is published by the relevant Exchange, and, in the event that Section 6.8(e) of the Equity Definitions applies, the close of the regular trading session on the relevant Exchange.

Multiple Exercise:

If American Option, Applicable; if European Option, Not Applicable.

Minimum Number of Options:

One, unless otherwise specified in the Transaction Supplement.

Maximum Number of Options:

The Number of Options.

Integral Multiple:

One, unless otherwise specified in the Transaction Supplement.

Strike Date:

The date specified as such in the relevant Transaction Supplement, provided that (i) if any such date is not a Scheduled Trading Day in respect of the relevant Share or Index, then the Strike Date shall be the next following Scheduled Trading Day; and (ii) if any such date is a Disrupted Day, then the provisions of Section 6.6(a) of the Equity Definitions shall apply as if, for the purposes of the Equity Definitions, such Strike Date were a Valuation Date.

Automatic Exercise:

For Index Transactions, Applicable; for Share Transactions, Applicable, provided that "In-the-Money" for purposes of Section 3.4(c) of the Equity Definitions shall mean (a) in respect of a Call, that the Reference Price is greater than the Strike Price and (b) in respect of a Put, that the Reference Price is less than the Strike Price, with the Reference Price determined as of the Valuation Time on the Expiration Date.

Futures Price Valuation terms:

Futures Price Valuation:

If Futures Price Valuation applies and on the Expiration Date the Official Settlement Price is not published for a reason other than the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued, the Expiration Date shall be the first succeeding Scheduled Trading Day on which the Official Settlement Price is published.

If Futures Price Valuation is applicable:

Exchange-traded Contract:

As specified in the Transaction Supplement.

Adjustment to Section 6.8:

Sections 6.8(b)(ii) and 6.8(d) of the Equity Definitions are amended by replacing the term "Exchange" with the term "Related Exchange".

Settlement Terms:

Cash Settlement:

For Index Transactions: Applicable.

Settlement Method:

For Share Option Transactions, unless otherwise specified in the relevant Transaction Supplement, Physical Settlement.

If Settlement Method Election is applicable, the following terms will be applicable:

Electing Party: Buyer.

Settlement Method Election Date: 2 Scheduled Trading Days prior to the Valuation Date or the initial Averaging Date, as the case may be.

Default Settlement Method: Physical Settlement.

Option Cash Settlement Amount:

(i) If “Vanilla” or if “Quanto” is specified as the Settlement Type in the relevant Transaction Supplement or if no Settlement Type is so specified, an amount, as determined by the Calculation Agent in accordance with Section 8.2 of the Equity Definitions, provided that for Share Option Transactions, if “Quanto” is specified as the Settlement Type in the relevant Transaction Supplement, the Option Cash Settlement Amount shall be an amount as determined in accordance with Section 8.2 of the Equity Definitions, divided by one unit of the Reference Currency and multiplied by one unit of the Settlement Currency, as determined by the Calculation Agent.

(ii) If “Cross-Currency” is specified as the Settlement Type in the relevant Transaction Supplement, an amount determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

if an Index Option Transaction, then:

Strike Price Differential¹ x Multiplier x one unit of the Reference Currency; and

if a Share Option Transaction, then:

Strike Price Differential² x Option Entitlement.

For the purposes of both Index Option Transactions and Share Option Transactions, the above amount shall be converted into an amount in the Settlement Currency using the rate of exchange of the Settlement Currency as quoted on the Reference Price Source on the Valuation Date.

(iii) If “Composite” is specified as the Settlement Type in the relevant Transaction Supplement, an amount determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

¹ Settlement Price and Strike Price to be stated as levels and not denominated in a currency.

² Strike Price to be stated in the Reference Currency.

if an Index Option Transaction, then:
Strike Price Differential³ x Multiplier; and

if a Share Option Transaction, then:
Strike Price Differential⁴ x Option Entitlement.

For the purposes of Index Option Transactions, the Strike Price shall be multiplied by one unit of the Settlement Currency, and the Settlement Price shall be multiplied by one unit of the Reference Currency.

For the purposes of both Index Option Transactions and Share Option Transactions, the Settlement Price shall be converted into the Settlement Currency using the rate of exchange of the Settlement Currency as quoted on the Reference Price Source on the Valuation Date.

Reference Price Source:

If Reference Price currency is listed in the ISDA AEJ Reference Price Source Matrix as of the Trade Date, then the Reference Price Source contained therein with respect to such Reference Price currency shall be deemed to apply to the Transaction. Otherwise, as specified in the Transaction Supplement or, in the event that such rate is discontinued, does not appear on such Reference Price Source listed in the ISDA AEJ Reference Price Source Matrix or specified in the Transaction Supplement, or if the Calculation Agent determines in good faith that such rate displayed does not reflect the current tradable exchange rate used by market participants, the applicable rate of exchange shall be determined by the Calculation Agent in its sole discretion either by reference to the rates for the exchange of the relevant currencies or to cross-rates.

Settlement Price:

For Cash-settled Share Option Transactions, the Settlement Price shall be the price per Share as published by the Exchange as of the Valuation Time on the Valuation Date, unless otherwise specified in the Transaction Supplement.

Averaging Date Disruption:

If Averaging Dates are specified in the relevant Transaction Supplement, Averaging shall be applicable and Modified Postponement shall apply.

³ Settlement Price and Strike Price to be stated as levels and not denominated in a currency (which Strike Price level, for the avoidance of doubt, should take into account the relevant conversion factor between the Settlement Currency and the Reference Currency).

⁴ Strike Price to be stated in the Settlement Currency.

Share Adjustments (for Share Option Transactions only):

Method of Adjustment:	Calculation Agent Adjustment.
Extraordinary Events:	
Consequences of Merger Events:	
Share-for-Share:	Calculation Agent Adjustment.
Share-for-Other:	Calculation Agent Adjustment.
Share-for-Combined:	Calculation Agent Adjustment.
Tender Offer:	Applicable.
Consequences of Tender Offers:	
Share-for-Share:	Calculation Agent Adjustment.
Share-for-Other:	Calculation Agent Adjustment.
Share-for-Combined:	Calculation Agent Adjustment.
Composition of Combined Consideration:	Not Applicable.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination).

Index Adjustment Events (for Index Option Transactions only):

(a) Index Cancellation:	Cancellation and Payment.
(b) Index Modification:	Calculation Agent Adjustment.
(c) Index Disruption:	Calculation Agent Adjustment; provided that, if the Multiple Exchange Index Annex applies, a failure on the Valuation Date by the Index Sponsor to calculate and announce the Index will not be treated as an Index Disruption but will instead constitute a failure by the Index Sponsor to publish the level of the Index for the purposes of the definition of "Disrupted Day" in the Multiple Exchange Index Annex.

Additional Disruption Events:

(a) Change in Law: Applicable; provided that Section 12.9(a)(ii)(B) of the Equity Definitions is replaced in its entirety as follows “(B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction or any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal to hold, acquire or dispose of Hedge Positions relating to such Transaction.”.

Determining Party: Party A

(b) Failure to Deliver: For an Index Option Transaction: Not Applicable. For Share Option Transaction, if Cash Settlement applies: Not Applicable; and if Physical Settlement applies: Applicable.

Non-Reliance: Applicable.

Agreements and Acknowledgements Regarding Hedging Activities: Applicable.

Additional Acknowledgements: Applicable.

Index Disclaimer: Applicable.

Multiple Exchange Index Annex Terms:

Unless otherwise specified in the relevant Transaction Supplement, the terms of the Multiple Exchange Index Annex apply if “Multiple Exchange” is elected as the Exchange and either:

(i) Futures Price Valuation is Not Applicable; or

(ii) Futures Price Valuation is Applicable and on an Exercise Date the Exchange-traded Contract has been discontinued or never commenced.

Confirmations:

Party B hereby agrees (a) to check each Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the contents thereof (in the exact form provided by the other party) correctly sets forth the terms of the agreement between the parties with respect to the related Transaction, by signing such Confirmation where indicated as evidence of agreement to the relevant terms and providing the other information requested therein and immediately returning an executed copy to JPMorgan, Equities Middle Office, Marketing Support, 25/F, Chater House, 8 Connaught Road, Central, Hong Kong, or by Facsimile on +852 2804 6167 in each case, unless otherwise provided in the relevant Transaction Supplement.

Notice and Account Details: As specified in the Master Confirmation Agreement unless otherwise specified below or in the relevant Transaction Supplement:

Party A's Contact Details for Notices: As separately notified.

Party B's Contact Details for Notices: As separately notified.

Party A Payment and Delivery Instructions: As separately notified.

Party B Payment and Delivery Instructions: As separately notified.

Specified Offices for Party A: London.

Specified Offices for Party B: As specified in the Master Agreement.

Calculation Agent: Party A. The Calculation Agent is responsible for making all determinations under each Transaction that are not expressed to be the responsibility of an identified party.

Other Provisions:

- (a) Additional Agreement for Physical Settlement. If Physical Settlement is applicable to the Transaction, JPMorgan (the "Designator") may designate any of its Affiliates (the "Designee") to deliver or take delivery, as the case may be, and otherwise perform its obligations to deliver or take delivery, as the case may be, in respect of the Transaction and the Designee may assume such obligations. Such designation shall not relieve the Designator of any of its obligations under the terms of the Transaction.

If the Designee shall have performed the obligations of the Designator under the terms of the Transaction, then the Designator shall be discharged of such obligations to the other party to the extent of such performance.

The following shall constitute an additional representation made by JPMorgan to Counterparty for the purposes of Section 3 of the Master Agreement at the time of any delivery made, or required to be made, under the terms of the Transaction:-

The Designee has the requisite capacity, authority and right to deliver or, as the case may be, take delivery of the Shares or perform any other obligation to deliver or take delivery on behalf of the Designator.

- (b) Time of Dealing: The time of dealing will be confirmed by JPMorgan upon written request.
- (c) Retail Client: Each party represents that it is not a retail client as defined in the Rules of The Financial Conduct Authority.

IN WITNESS WHEREOF the parties have executed this document with effect from the date specified on the first page of this document.

JPMorgan Chase Bank, N.A.

By:
Name:
Title:
Date:

Australian Foundation Investment Company Limited

By:
Name:
Title:
Date:

Djerriwarrh Investment Limited

By:
Name:
Title:
Date:

Mirrabooka Investment Limited

By:
Name:
Title:
Date:

AMCIL Limited

By:
Name:
Title:
Date:

TRANSACTION SUPPLEMENT OMSO (Cash or Physically-settled Open Market Share Option Transaction)

OPEN MARKET SHARE OPTION TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Buyer and the Seller listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Open Market Share Option Transaction entered into between JPMorgan Chase Bank, N.A. ("Party A") and *[Insert full legal name of Party B]* ("Party B") on the Trade Date specified below (the "Transaction"). This Transaction Supplement supplements, forms part of and is subject to the Revised 2008 AEJ Master Equity Derivatives Confirmation Agreement dated as of 10 June 2020 between us, as may be amended and supplemented from time to time, and, together with the OMISO General Terms Confirmation attached thereto, constitutes a "Confirmation" as referred to in the Master Agreement between us, as amended and supplemented from time to time. This Open Market Share Option Transaction is a Covered Transaction for the purposes of the Confirmation.

The terms of the Open Market Share Option Transaction to which this Transaction Supplement relates are as follows:

General Terms:

Trade Date:	[●]
Option Style:	[●]
Option Type:	[Call] [Put]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Shares:	<i>[Insert full title, class and/or par value of the Shares and any other identification number or reference for the Shares]</i> of <i>[insert full legal name of the Issuer of the Shares]</i>
Number of Options:	[●]
Option Entitlement:	[●] Share per Option
[Minimum Number of Options:	[●]] ¹
[Integral Multiple:	[●]] ²
Strike Price:	[●] / [[●] per cent. of the price of the Share as at the Valuation Time on the Strike Date] ³
[Strike Date:	[●]] ⁴
Premium:	[●]
[Premium Payment Date:	<i>[Insert actual date]]</i> ⁵
Exchange:	[●]
Related Exchange:	[All Exchanges] ⁶

¹ Unless specified otherwise here, the Minimum Number of Options will be one. Delete if Multiple Exercise is not applicable.
² Unless specified otherwise here, the Integral Multiple will be one. Delete if Multiple Exercise is not applicable.
³ If the Transaction is not a forward starting option, this provision should be deleted.
⁴ If the Transaction is not a forward starting option, this provision should be deleted.
⁵ For the avoidance of doubt, insert actual Premium Payment Date.
⁶ Insert Related Exchange if different from "All Exchanges"

[Settlement Price: [●]]
 [Averaging Dates: [●]]⁷
 [Commencement Date: [Strike Date] [●]]⁸

Expiration Date: [●]
 Seller's contact details for notices: [●]

Settlement Terms:

Valuation Date: [●]
 [Cash Settlement/Settlement Method Election]: [Applicable]⁹
 [Settlement Type: [Vanilla] [Cross-Currency] [Composite] [Quanto]]¹⁰
 Reference Currency: [*currency of denomination of underlying*][Not Applicable]¹¹
 Settlement Currency: [*currency of settlement*]
 [Cash Settlement Payment Date]: [●] Currency Business Days after the relevant Valuation Date
 [Reference Price Source: [●]]¹²

[Other Provisions:]¹³

[Notice and Account Details:]¹⁴

⁷ Include if Averaging is applicable

⁸ Unless specified otherwise here, the Commencement Date will be the Trade Date.

⁹ Include Cash Settlement or Settlement Method Election, as applicable, if the parties have agreed to that Settlement Method when entering into the Transaction; otherwise, the OMISO General Terms Confirmation provides that Physical Settlement will be applicable. Where Settlement Method Election is applicable to a collar transaction, the parties may wish to agree to modify the Electing Party designation (i.e. Buyer) in the OMISO General Terms Confirmation when entering into the Transaction.

¹⁰ Include which Settlement Type is applicable as defined in the General Terms

Use "Vanilla" when trade is settled in the currency of the underlier.

Use "Cross-Currency" when trade is not settled in currency of the underlier, cash settlement amount is converted into the Settlement Currency on the Valuation Date.

Use "Composite" when trade is not settled in the currency of the underlier, Strike Price is stated in the Settlement Currency on the Trade Date, Settlement Price is converted into the Settlement Currency on the Valuation Date.

Use "Quanto" when trade is not settled in the currency of underlier. Trade will be settled in Settlement Currency without any conversion.

¹¹ Include Not Applicable if Settlement Type is Vanilla or Quanto.

¹² Insert if Settlement Type is Cross-Currency or Composite and if your Reference Currency is not contained in the ISDA AEJ Reference Price Source Matrix.

¹³ If applicable, include any other provisions to which the parties have agreed when entering into the Transaction.

¹⁴ Include notice and/or account information if different from the information provided in the OMISO General Terms Confirmation.

For personal use only

JPMorgan Chase Bank, N.A.

J.P.Morgan
[Insert full legal name of Party B]

By: _____

Name:
Title:
Date:

By: _____

Name:
Title:
Date:

OPEN MARKET INDEX OPTION TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Buyer and the Seller listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Open Market Index Option Transaction entered into between JPMorgan Chase Bank, N.A. ("Party A") and [Insert full legal name of Party B] ("Party B") on the Trade Date specified below (the "Transaction"). This Transaction Supplement supplements, forms a part of and is subject to the Revised 2008 AEJ Master Equity Derivatives Confirmation Agreement dated as of 10 June 2020 between us, as may be amended and supplemented from time to time, and, together with the OMISO General Terms Confirmation attached thereto, constitutes a "Confirmation" as referred to in the Master Agreement between us, as amended and supplemented from time to time. This Open Market Index Option Transaction is a Covered Transaction for the purposes of the Confirmation.

The terms of the Open Market Index Option Transaction to which this Transaction Supplement relates are as follows:

General Terms:

Trade Date:	[●]
Option Style:	[●]
Option Type:	[Call] [Put]
Seller:	[Party A] [Party B]
Buyer:	[Party A][Party B]
Index:	[●]
Number of Options:	[●]
[Multiplier:	[●]] ¹
[Minimum Number of Options:	[●]] ²
[Integral Multiple:	[●]] ³
Strike Price:	[●]/[[●] per cent. of the level of the Index at the Valuation Time on the Strike Date] ⁴
[Strike Date:	[●]] ⁵
Premium:	[●]
[Premium Payment Date:	[Insert actual date]] ⁶
Exchange(s):	[●] [Multiple Exchange]
Related Exchange:	[All Exchanges] ⁷
[Commencement Date:	[Strike Date] [●]] ⁸

¹ Insert Multiplier if different from "One"

² Unless specified otherwise here, the Minimum Number of Options will be one. Delete if Multiple Exercise is not applicable.

³ Unless specified otherwise here, the Integral Multiple will be one. Delete if Multiple Exercise is not applicable.

⁴ If the Transaction is not a forward starting option, Strike Price shall be a specified price instead of a specified per cent. of the level of the Index at the Valuation Time on the Strike Date.

⁵ If the Transaction is not a forward starting option, this provision should be deleted.

⁶ For the avoidance of doubt, insert actual Premium Payment Date.

⁷ Include Related Exchange if different from the default set out in the OMISO General Terms Configuration.

⁸ Unless specified otherwise here, the Commencement Date will be the Trade Date.

Seller's contact details for notices: [●]

Valuation and Settlement Terms:

[Valuation Date: [●]]⁹
 Expiration Date: The Valuation Date (expected to be [●]), subject to adjustment in accordance with Section 6.8(e) of the Equity Definitions.
 Futures Price Valuation: [Applicable][Not Applicable]
 [Exchange-traded Contract: [●]]¹⁰
 [Averaging Dates: [●]]¹¹
 [Settlement Type: [Vanilla] [Cross-Currency] [Quanto] [Composite]]¹²
 Reference Currency: [currency of denomination of underlying][Not Applicable]¹³
 Settlement Currency: [currency of settlement]
 Cash Settlement Payment Date: [●] Currency Business Days after the relevant Valuation Date
 [Reference Price Source: [●]]¹⁴
 [Multiple Exchange Index Annex: [Not Applicable]]¹⁵

[Other Provisions:]¹⁶

[Notices and Account Details:]¹⁷

JPMorgan Chase Bank, N.A.

[Insert full legal name of Party B]

By: _____
 Name:
 Title:
 Date:

By: _____
 Name:
 Title:
 Date

⁹ Delete if Futures Price Valuation is applicable.

¹⁰ Include if Futures Price Valuation is applicable.

¹¹ Include if Averaging is applicable

¹² Include which Settlement Type is applicable as defined in the General Terms

Use "Vanilla" when trade is settled in the currency of the underlier.

Use "Cross-Currency" when trade is not settled in currency of the underlier, cash settlement amount is converted into the Settlement Currency on the Valuation Date.

Use "Composite" when trade is not settled in the currency of the underlier, Strike Price is stated in the Settlement Currency on the Trade Date, Settlement Price is converted into the Settlement Currency on the Valuation Date.

Use "Quanto" when trade is not settled in the currency of underlier. Trade will be settled in Settlement Currency without any conversion.

¹³ Include Not Applicable if Settlement Type is Vanilla or Quanto.

¹⁴ Include if Settlement Type is Cross-Currency or Composite and if your Reference Currency is not contained in the ISDA AEJ Reference Price Source Matrix.

¹⁵ Unless specified otherwise here, Multiple Exchange Index Annex is applicable.

¹⁶ If applicable, include any other provisions to which the parties have agreed when entering into the Transaction.

¹⁷ Include notice and/or account information if different from the information provided in the OMISO General Terms Confirmation.

ANNEX CMISO
(Cash-settled Closed Market European/American Index/Share Option)

10 June 2020

Re: Closed Market¹ Option General Terms Confirmation

Dear Sir/Madam:

The purpose of this Closed Market Option General Terms Confirmation (this “CMISO General Terms Confirmation”) is to confirm certain general terms and conditions of Option Transactions entered into between us under the 2008 AEJ Master Equity Derivatives Confirmation Agreement dated as of 10 June 2020 (the “Master Confirmation Agreement”).

In the event of any inconsistency between this CMISO General Terms Confirmation and the Definitions, this CMISO General Terms Confirmation will govern.

All provisions contained in the Master Agreement govern each Confirmation (each as defined in the Master Confirmation Agreement), except as expressly modified below or in the relevant Transaction Supplement.

The general terms of each Option Transaction to which this CMISO General Terms Confirmation relates are as follows (unless otherwise specified in the relevant Transaction Supplement), as supplemented by the Transaction Supplement related to such Option Transaction:

General Terms:

Shares: In the case of a Share Option Transaction, as specified in the Transaction Supplement and otherwise, Not Applicable.

Index: In the case of an Index Option Transaction, as specified in the Transaction Supplement and otherwise, Not Applicable.

Exchange(s): As specified in the Transaction Supplement.

If the Exchange is specified in the Transaction Supplement as “Multiple Exchange” or the Multiple Exchange Index Annex otherwise applies to an Option Transaction, for each Component Security (as defined in the Multiple Exchange Index Annex) the Exchange is the stock exchange on which that Component Security is principally traded.

¹ Includes India, Indonesia, Korea, Malaysia, Taiwan and Thailand (each a “Closed Market Country”). This Annex CMISO covers Cash-settled European or American Index or Share Options with an Exchange (or in the case the Multiple Exchange Index Annex is applicable with the Exchange in respect of each Component Security) in a Closed Market Country. This Annex CMISO shall not apply if the Exchange in respect of any Component Security is not in a Closed Market Country.

Related Exchange:

Unless otherwise specified in the relevant Transaction Supplement:

(i) if the Index specified in the relevant Transaction Supplement is the S&P CNX Nifty Index, Related Exchange shall be the National Stock Exchange of India Limited; and

(ii) with respect to all other Indices other than the S&P CNX Nifty Index, Related Exchange shall be All Exchanges.

Procedures for Exercise:

Expiration Time:

Valuation Time.

Amendment to Valuation Time:

If an Index Transaction has more than one Exchange, then, unless the Exchange is specified in the Transaction Supplement as “Multiple Exchange” and/or the Multiple Exchange Index Annex otherwise applies to the relevant Transaction, the Valuation Time (a) for the purposes of determining whether an Early Closure has occurred in respect of (i) any security in the Index, is the Scheduled Closing Time on the Exchange in respect of such security, and (ii) options contracts or futures contracts on the Index, is the close of trading on the Related Exchange; and (b) for all other purposes, is the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

If a Strike Date is specified in a Transaction Supplement for a Transaction in respect of which the Multiple Exchange Index Annex does not apply, then Section 6.1 of the Equity Definitions shall be amended with respect to such Transaction by including the words “, Strike Date” after each occurrence of the words “Valuation Date”.

If Futures Price Valuation is applicable, the Valuation Time shall be the time at which the Official Settlement Price is published by the relevant Related Exchange, and, in the event that Section 6.8(e) of the Equity Definitions applies, the close of the regular trading session on the relevant Related Exchange.

In respect of a Share Option Transaction, Section 6.1 of the Equity Definitions applies, provided that where Settlement Price Default Election is Hedge Execution, the Valuation Time shall be each of the times at which a

Hedging Party terminates or liquidates its Hedge Positions in a commercially reasonable manner for the purposes of determining the Settlement Price.

Multiplier:	One, unless otherwise specified in the relevant Transaction Supplement.
Multiple Exercise:	If American Option, Applicable; if European Option, Not Applicable.
Minimum Number of Options:	One, unless otherwise specified in the Transaction Supplement.
Maximum Number of Options:	The Number of Options.
Integral Multiple:	One, unless otherwise specified in the Transaction Supplement.
Strike Date:	The date specified as such in the relevant Transaction Supplement, provided that (i) if any such date is not a Scheduled Trading Day in respect of the relevant Share or Index, then the Strike Date shall be the next following Scheduled Trading Day; and (ii) if any such date is a Disrupted Day, then the provisions of Section 6.6(a) of the Equity Definitions shall apply as if, for the purposes of the Equity Definitions, such Strike Date were a Valuation Date.
Automatic Exercise:	For Index Transactions, Applicable; for Share Transactions, Applicable, provided that "In-the-Money" for the purposes of Section 3.4(c) of the Equity Definitions shall mean (a) in respect of a Call, that the Reference Price is greater than the Strike Price and (b) in respect of a Put, that the Reference Price is less than the Strike Price, with the Reference Price determined as of the Valuation Time on the Expiration Date.

Futures Price Valuation terms:

Futures Price Valuation:	If Futures Price Valuation applies, and on the Expiration Date the Official Settlement Price is not published for a reason other than the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued, the Expiration Date shall be the first succeeding Scheduled Trading Day on which the Official Settlement Price is published.
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If Futures Price Valuation is applicable:

Exchange-traded Contract:

As specified in the Transaction Supplement.

Amendment to Futures
Price Valuation:

Sections 6.8(b)(ii) and 6.8(d) of the Equity Definitions are amended by replacing the term “Exchange” with the term “Related Exchange”.

Settlement Terms:

Cash Settlement:

Applicable.

Option Cash Settlement Amount:

(i) If “Vanilla” or if “Quanto” is specified as the Settlement Type in the relevant Transaction Supplement or if no Settlement Type is so specified, an amount, as determined by the Calculation Agent in accordance with Section 8.2 of the Equity Definitions, provided that for Share Option Transactions, if “Quanto” is specified as the Settlement Type in the relevant Transaction Supplement, the Option Cash Settlement Amount shall be an amount as determined in accordance with Section 8.2 of the Equity Definitions, divided by one unit of the Reference Currency and multiplied by one unit of the Settlement Currency, as determined by the Calculation Agent.

(ii) If “Cross-Currency” is specified as the Settlement Type in the relevant Transaction Supplement, an amount determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

if an Index Option Transaction, then:

Strike Price Differential² x Multiplier x one unit of the Reference Currency; and

if a Share Option Transaction, then:

Strike Price Differential³ x Option Entitlement

For the purposes of both Index Option Transactions and Share Option Transactions, the above amount shall be converted into an amount in the Settlement Currency in accordance with the FX Provisions.

(iii) If “Composite” is specified as the Settlement Type in the relevant Transaction Supplement, an amount determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

² Settlement Price and Strike Price to be stated as levels and not denominated in a currency.

³ Strike Price to be stated in the Reference Currency.

if an Index Option Transaction, then:
Strike Price Differential⁴ x Multiplier; and

if a Share Option Transaction, then:
Strike Price Differential⁵ x Option Entitlement

For the purposes of Index Option Transactions, the Strike Price shall be multiplied by one unit of the Settlement Currency, and the Settlement Price shall be multiplied by one unit of the Reference Currency.

For the purposes of both Index Option Transactions and Share Option Transactions, the Settlement Price shall be converted into the Settlement Currency in accordance with the FX Provisions.

Reference Price Source:

Unless otherwise specified in the Transaction Supplement, the Reference Price Source with respect to such currency as listed in the ISDA AEJ Reference Price Source Matrix as of the Valuation Date.

In the event that the Reference Price Source is discontinued, a rate does not appear on such Reference Price Source listed in the ISDA AEJ Reference Price Source Matrix or specified in the Transaction Supplement, or if the Calculation Agent determines that the rate displayed on the Reference Price Source does not reflect the current tradable rate used by market participants, in each case, the applicable Exchange Rate shall be determined by the Calculation Agent after taking into consideration all available information that it deems relevant, including any published official or industry consensus rate of exchange.

FX Provisions:

If, with respect to a Transaction, any amount is specified to be converted in accordance with the FX Provisions and the Settlement Price Default Election is Close, such amount shall be converted into the Settlement Currency, using the Exchange Rate of the Settlement Currency as quoted on the Reference Price Source on the Valuation Date (or any other date as may be specified for such Reference Price Source in accordance with the ISDA AEJ Reference Price Source Matrix).

⁴ Settlement Price and Strike Price to be stated as levels and not denominated in a currency (which Strike Price level, for the avoidance of doubt, should take into account the relevant conversion factor between the Settlement Currency and the Reference Currency).

⁵ Strike Price to be stated in the Settlement Currency.

If, with respect to a Transaction, any amount is specified to be converted in accordance with the FX Provisions and the Settlement Price Default Election is Hedge Execution, the Hedging Party acting in good faith and in a commercially reasonable manner shall determine the amount in the Settlement Currency, using the Exchange Rate actually obtained by the Hedging Party for converting proceeds of (or any amounts in connection with) the relevant Hedge Positions into the Settlement Currency.

Exchange Rate:	The currency exchange rate at the relevant time that is required to convert one unit of the Reference Currency into the Settlement Currency.
Local Jurisdiction:	The jurisdiction in which the Exchange is located.
Settlement Price Default Election:	Close, unless Hedge Execution is specified in the Transaction Supplement.
Settlement Price:	<p>In respect of Share Option Transactions:</p> <ul style="list-style-type: none">(i) if Settlement Price Default Election is Close, the Settlement Price shall be the price per Share as published by the Exchange as of the Valuation Time on the Valuation Date as adjusted to account for any costs, charges, commissions and other fees that may be separately agreed between the parties from time to time and any Local Taxes; and(ii) if Settlement Price Default Election is Hedge Execution, the Settlement Price shall be the price per Share determined by the Hedging Party equal to the weighted average price that would be realised by the Hedging Party, acting in a commercially reasonable manner, in terminating or liquidating its Hedge Positions at the Valuation Time on the Valuation Date as adjusted to account for any costs, charges, commissions and other fees that may be separately agreed between the parties from time to time and any Local Taxes. <p>In respect of Index Option Transactions:</p> <ul style="list-style-type: none">(i) if Futures Price Valuation is applicable, the Official Settlement Price of the Exchange-traded Contract published by the Related Exchange as of the Valuation Time on the Valuation Date as adjusted to account for any costs, charges, commissions and

other fees that may be separately agreed between the parties from time to time and any Local Taxes; and

- (ii) if Futures Price Valuation is not applicable, the level of the Index as of the Valuation Time on the Valuation Date as adjusted to account for any costs, charges, commissions and other fees that may be separately agreed between the parties from time to time and any Local Taxes.

Averaging Date Disruption:

If Averaging Dates are specified in the relevant Transaction Supplement, Averaging shall be applicable and Modified Postponement shall apply.

Share Adjustments (for Share Option Transactions only):

Method of Adjustment:

Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms of the Transaction, the Calculation Agent shall take into account any amounts of Local Taxes in connection with such Potential Adjustment Event.

Extraordinary Events:

Consequences of Merger Events:

Share-for-Share:

Modified Calculation Agent Adjustment.

Share-for-Other:

Modified Calculation Agent Adjustment.

Share-for-Combined:

Modified Calculation Agent Adjustment.

Tender Offer:

Applicable.

Consequences of Tender Offers:

Share-for-Share:

Modified Calculation Agent Adjustment.

Share-for-Other:

Modified Calculation Agent Adjustment.

Share-for-Combined:

Modified Calculation Agent Adjustment.

Composition of Combined
Consideration:

Not Applicable.

Nationalization, Insolvency
or Delisting:

Cancellation and Payment (Calculation Agent
Determination).

Index Adjustment Events (for Index Option Transactions only):

- (a) Index Cancellation: Cancellation and Payment.
- (b) Index Modification: Calculation Agent Adjustment.
- (c) Index Disruption: Calculation Agent Adjustment; provided that, if the Multiple Exchange Index Annex applies, a failure on the Valuation Date by the Index Sponsor to calculate and announce the Index will not be treated as an Index Disruption but will instead constitute a failure by the Index Sponsor to publish the level of the Index for the purposes of the definition of “Disrupted Day” in the Multiple Exchange Index Annex.

Additional Disruption Events:

- (a) Change in Law: Applicable; provided that Section 12.9(a)(ii)(B) of the Equity Definitions is replaced in its entirety as follows:

“(B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that it will, or there is a substantial likelihood that it will, within the next 30 calendar days, but before the Expiration Date of the Transaction, become, or it has become, illegal for such party (or an Affiliate of that party) to the Transaction to hold, acquire or dispose of Hedge Positions relating to the Transaction.
- (b) Failure to Deliver: Not Applicable.

- (c) Insolvency Filing: Not Applicable.
- (d) Hedging Disruption: Applicable, provided that Section 12.9(a)(v) of the Equity Definitions is replaced in its entirety as follows:

"Hedging Disruption" means that the Hedging Party is unable, after using commercially reasonable efforts, to either (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Transaction (any such transaction(s) or asset(s), a "Hedging Party Hedge"), or (ii) freely realize, recover, receive, repatriate, remit or transfer out of or into the Local Jurisdiction the proceeds of or any amounts in connection with a Hedging Party Hedge.

Amendments to Cancellation Amount:

(X) If the Calculation Agent determines that a Hedging Disruption occurs (i) primarily due to the deterioration of the creditworthiness or other internal limitations of the Hedging Party, and (ii) not otherwise due to external circumstances generally applicable to any participants in the relevant market or any relevant segment of the market in which the Hedging Party operates; and the Transaction is terminated by the Hedging Party due to such Hedging Disruption, then the Cancellation Amount shall be determined by the Determining Party pursuant to Section 12.8 of the Equity Definitions with the following amendments:

- (i) references to "Determining Party" in Sections 12.8(a) and 12.8(c)(i) of the Equity Definitions shall be replaced by "Non-Hedging Party", such that the Cancellation Amount is determined from the perspective of the Non-Hedging Party;
- (ii) for the avoidance of doubt, losses or costs that would be incurred by the Non-Hedging Party in replacing the Transaction will be expressed as a positive number which shall be payable by the Hedging Party, while gains that would be realised by the Non-Hedging Party in replacing the

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Transaction will be expressed as a negative number, which shall be payable to the Hedging Party;

(iii) if the Non-Hedging Party procures, for the Determining Party, up to two Full Quotations (from independent third party dealers), within three Business Day from the date the Transaction is terminated, then the Cancellation Amount shall be the amount determined by the Determining Party on the basis of the arithmetic average of (a) such Full Quotations and (b) up to two Full Quotations procured by the Hedging Party, provided that at least two Full Quotations in total are procured by the Non-Hedging Party and the Hedging Party. If the Cancellation Amount is determined on the basis of such Full Quotations, then Sections 12.8(c), 12.8(d) and 12.8(g) of the Equity Definitions shall not apply. However, if less than two Full Quotations are procured, but one Full Quotation or Partial Quotations are obtained by either the Hedging Party or the Non-Hedging Party, then the Determining Party shall consider such Full Quotation or Partial Quotations in determining the Cancellation Amount pursuant to Section 12.8(c)(i) of the Equity Definitions; and

(iv) Section 12.8(e) of the Equity Definitions shall not apply.

Where:

“Full Quotation” means a firm quotation for a replacement transaction with (a) in the case of a Share Option Transaction, a Number of Options and Option Entitlement equal to that of the Transaction; and (b) in the case of an Index Option Transaction, a Number of Options and Multiplier equal to that of the Transaction; and

“Partial Quotation” means two firm partial quotations for a replacement transaction that in aggregate equal to (a) in the case of a Share Option Transaction, the Number of Options and Option Entitlement of the Transaction; and (b) in the case of an Index Option Transaction, the Number of Options and Multiplier equal to that of the Transaction.

(Y) Upon termination of a Transaction by the Hedging Party as a result of its inability to realise, recover or receive the proceeds of or any amounts in connection with a Hedging Party Hedge in circumstances solely due to the deterioration of the creditworthiness or insolvency of a Hedging Party's counterparty in respect of a Hedging Party Hedge that is an OTC derivative transaction, to the extent (but for this provision) it is commercially reasonable to include under Section 12.8(e) any loss or cost incurred in connection with such Hedging Party Hedge, the parties agree to exclude from Section 12.8(e) any such loss or cost incurred solely due to such deterioration of the creditworthiness or insolvency of the Hedging Party's counterparty.

(e) Increased Cost of Hedging: Applicable, provided that Section 12.9(a)(vi) of the Equity Definitions is replaced in its entirety as follows:

"Increased Cost of Hedging" means that the Hedging Party would, after using commercially reasonable efforts, incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) (a "Hedging Cost") to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of a Hedging Party Hedge, or (ii) freely realize, recover, receive, repatriate, remit or transfer out of or into the Local Jurisdiction the proceeds of or any amounts in connection with a Hedging Party Hedge. Provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Hedging Party shall not be deemed an Increased Cost of Hedging.

Amendments to Cancellation
Amount:

(X) If the Calculation Agent determines that an Increased Cost of Hedging occurs (i) primarily due to any internal limitations of the Hedging Party (other than a deterioration of the creditworthiness of the Hedging Party), and (ii) not otherwise due to external circumstances generally applicable to any participants in the relevant market or any relevant segment of the market in which the Hedging Party operates; and the Transaction is terminated by the Hedging Party in accordance with Section 12.9(b)(vi) of the Equity Definitions due to such Increased Cost

of Hedging, then the Cancellation Amount shall be determined by the Determining Party in accordance with the same amendments to Section 12.8 of the Equity Definitions as set out in paragraph (X) of the Amendments to Cancellation Amount set out under Hedging Disruption (above).

- (Y) Upon termination of a Transaction by the Hedging Party as a result of it incurring a materially increased amount of expense or fee to realise, recover or receive the proceeds of or any amounts in connection with a Hedging Party Hedge in circumstances solely due to the deterioration of the creditworthiness or insolvency of a Hedging Party's counterparty in respect of a Hedging Party Hedge that is an OTC derivative transaction, to the extent (but for this provision) it is commercially reasonable to include under Section 12.8(e) any loss or cost incurred in connection with such Hedging Party Hedge, the parties agree to exclude from Section 12.8(e) any such loss or cost incurred solely due to such deterioration of the creditworthiness or insolvency of the Hedging Party's counterparty.

(f) FX Disruption:

The definition of "Additional Disruption Event" in Section 12.9(a)(i) of the Equity Definitions shall be amended by inserting the following words at the end of such paragraph:

"and an FX Disruption".

"FX Disruption" means the occurrence of any event after the Trade Date that makes the Hedging Party unable, after using commercially reasonable efforts, to:

- (i) transfer, on or in respect of a Valuation Date, through customary legal channels the proceeds of a Hedging Party Hedge denominated in the Settlement Currency from accounts within the Local Jurisdiction to (a) accounts outside such Local Jurisdiction, (b) other accounts within such Local Jurisdiction or (c) the accounts of a non-resident of such Local Jurisdiction;
- (ii) transfer, on or in respect of a Valuation Date, through customary legal channels the proceeds of a Hedging Party Hedge denominated in the Reference

Currency from accounts within the Local Jurisdiction to (a) other accounts within such Local Jurisdiction, (b) accounts outside such Local Jurisdiction or (c) the accounts of a non-resident of such Local Jurisdiction;

- (iii) convert the proceeds of a Hedging Party Hedge denominated in the Reference Currency into the Settlement Currency on or in respect of a Valuation Date, through customary legal channels;
- (iv) convert the proceeds of a Hedging Party Hedge denominated in the Reference Currency into the Settlement Currency on or in respect of a Valuation Date, at a rate at least as favourable as the rate for domestic institutions located in the Local Jurisdiction; or
- (v) obtain a rate or a commercially reasonable rate (as determined by the Calculation Agent), in each case, at which the proceeds of a Hedging Party Hedge denominated in the Reference Currency can be exchanged for the Settlement Currency on or in respect of a Valuation Date.

If an event or circumstance that would otherwise (but for this provision) constitute a Hedging Disruption also constitutes an FX Disruption, it will be deemed to be an FX Disruption and will not constitute a Hedging Disruption.

For the avoidance of doubt, in respect of an American Option to which Multiple Exercise is applicable, upon less than all the Options being exercised on a day on or in respect of which an FX Disruption occurs, then such event will only constitute an FX Disruption in respect of the exercised Options for which such day is a Valuation Date and will not constitute an FX Disruption in respect of the unexercised Options.

Consequences of FX Disruption:

Upon the occurrence of an FX Disruption, the Hedging Party may give notice to the Non-Hedging Party that an FX Disruption has occurred whereupon:

- (i) in the case of an FX Disruption that is described in:
 - (a) sub-paragraphs (i) or (ii) of the definition of “FX Disruption”, the payment obligations of the

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parties under the Transaction will be postponed until the date falling a number of Currency Business Days as specified in the Cash Settlement Payment Date after the date on which the FX Disruption ceases to exist or, if that would not be commercially reasonable, as soon as commercially reasonable thereafter; and

(b) sub-paragraph (iii) of the definition of “FX Disruption”:

(I) the conversion of proceeds of the Hedging Party Hedge denominated in the Reference Currency into the Settlement Currency by the Hedging Party will be postponed until the first Currency Business Day on which such FX Disruption ceases to exist or, if that would not be commercially reasonable, as soon as commercially reasonable thereafter (the “Conversion Date”); and

(II) the payment obligations of the parties under the Transaction will be postponed until the date falling a number of Currency Business Days as specified in the Cash Settlement Payment Date after the Conversion Date or, if that would not be commercially reasonable, as soon as commercially reasonable thereafter,

provided that in each case the Calculation Agent will adjust (without duplication) the payment obligations in respect of the Transaction to account for any loss or costs incurred (or any gain or benefits derived) by the Hedging Party in connection with (i) postponing such payment obligations (including, but not limited to, any income or interest received and (internal or external) funding costs or other charges incurred) or (ii) terminating, liquidating, maintaining or re-establishing any transaction it deems necessary to hedge, in a commercially reasonable manner, the currency risk relating to such Transaction as a result of such FX Disruption.

While the FX Disruption is continuing and in lieu of payment of the Option Cash Settlement Amount in the Settlement Currency outside the Local Jurisdiction by the Hedging Party to the Non-Hedging Party, the parties may agree that:

- (a) the Hedging Party will deliver and the Non-Hedging Party will receive, the Local Deliverable Substitute in an account in the Local Jurisdiction, whereupon both parties will use reasonable endeavours to deliver and receive the Local Deliverable Substitute in the Local Jurisdiction. All costs and expenses relating to the delivery of the Local Deliverable Substitute will be payable in accordance with the agreement between the parties; or
- (b) the Local Deliverable Substitute be deposited in an escrow account for the ultimate benefit of the Non-Hedging Party, whereupon both parties will use reasonable endeavours to procure delivery into and receipt of the Local Deliverable Substitute in the escrow account, subject to the terms of the escrow arrangement as may be agreed between the parties;

provided always that in each case the performance is permissible under any applicable laws, rules, regulations, guidelines or policies of the governmental and regulatory authorities in the Local Jurisdiction and is not impracticable for any of the parties.

If the FX Disruption does not cease prior to the day that falls 1 year after the occurrence of an FX Disruption and the Transaction is not settled by delivery of the Local Deliverable Substitute to the Non-Hedging Party, then either party may elect to terminate the Transaction, upon at least two Currency Business Days' notice to the other party specifying the date of such termination. Upon termination of the Transaction, the Determining Party shall determine the Cancellation Amount, which shall be payable by the party specified by the Determining Party to the other party; and

- (ii) in the case of an FX Disruption that is described in sub-paragraphs (iv) or (v) of the definition of "FX Disruption", the Calculation Agent shall determine the Exchange Rate, after taking into consideration all available information that it deems relevant, including any published official or industry consensus rate of exchange.

Where:

“Local Deliverable Substitute” means either:

- (i) Reference Currency or local government bonds denominated in the Reference Currency with a value corresponding to the Option Cash Settlement Amount; or
- (ii) Option Cash Settlement Amount denominated in the Settlement Currency, but paid in the Local Jurisdiction.

Hedging Party:

Party A and its Affiliates.

Determining Party:

Party A

Hedge Positions:

The definition of “Hedge Positions” in Section 13.2(b) of the Equity Definitions is amended by inserting the words “or an Affiliate thereof” after the words “a party” in the third line.

Non-Reliance:

Applicable.

Agreements and Acknowledgements
Regarding Hedging Activities:

Applicable.

Additional Acknowledgements:

Applicable.

Index Disclaimer:

Applicable.

Multiple Exchange Index Annex Terms:

Unless otherwise specified in the relevant Transaction Supplement, the terms of the Multiple Exchange Index Annex apply if “Multiple Exchange” is elected as the Exchange and either:

- (i) Futures Price Valuation is Not Applicable; or
- (ii) Futures Price Valuation is Applicable and on an Exercise Date the Exchange-traded Contract has been discontinued or never commenced.

Confirmations:

Party B) hereby agrees (a) to check each Confirmation carefully and promptly upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the contents thereof (in the exact form provided by the other party) correctly sets forth the terms of the agreement between the parties with respect to the related Transaction, by signing such Confirmation where indicated as evidence of agreement to the relevant terms and providing the other information requested therein and immediately returning an executed copy to JPMorgan, Equities Middle Office, Marketing Support, 25/F, Chater House,

8 Connaught Road, Central, Hong Kong, or by Facsimile on +852 2804 6167 in each case, unless otherwise provided in the relevant Transaction Supplement.

Notice and Account Details:

As specified in the Master Confirmation Agreement unless otherwise specified below or in the relevant Transaction Supplement:

Party A's Contact Details for Notices:	As separately notified
Party B's Contact Details for Notices:	As separately notified
Party A Payment Instructions:	As separately notified.
Party B Payment Instructions:	As separately notified.
Specified Offices for Party A:	London
Specified Offices for Party B:	As specified in the Master Agreement.
Calculation Agent:	Party A. The Calculation Agent is responsible for making all determinations under each Transaction that are not expressed to be the responsibility of an identified party.

Additional Provisions for Indian Shares or an Indian Index:

Counterparty agrees that any Transaction for which the Exchange for any Shares is located in the Republic of India is an offshore derivative instrument (as such term is defined for the purposes of the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, as may be amended or supplemented from time to time, and notifications, circulars, rules and guidelines of the Securities and Exchange Board of India issued from time to time) and agrees and undertakes that, if it has not done so previously, prior to entering into any such Transaction it shall execute and deliver to JPMorgan a mutually agreed representation letter for offshore derivative instruments. To the extent Counterparty has executed such a letter, the provisions specified therein shall be applicable with respect to any Transaction where the Exchange for any Shares thereunder is located in the Republic of India and, for the avoidance of doubt, shall prevail in the event of any inconsistency with the terms of the Master Agreement or this Master Confirmation Agreement.

Additional Representations in respect of Taiwanese Underlyings:

The Counterparty represents, warrants and covenants to JPMorgan that on the date on which the Transaction is entered into, and at all times until the termination, expiry or maturity (as applicable) of the Transaction that:

- (a) it is an entity(ies) domiciled outside Taiwan and outside the People's Republic of China (excluding Hong Kong or Macau) ("PRC") and investment in it utilizing funds sourced from Taiwan or PRC do not represent a material portion of its assets under management;

(b) it authorizes, instructs and empowers JPMorgan and its affiliate to submit all such information and file all such reports with the regulatory authorities of Taiwan regarding the Counterparty, the Transactions, or otherwise as may be required by the Taiwan Regulations Governing Investments in Securities by Overseas Chinese and Foreign Nationals or otherwise as may reasonably be requested by Taiwan authorities and waives any objection it may have thereto on the grounds of confidentiality or otherwise; and

(c) it undertakes and agrees that it will provide JPMorgan or, to the extent permitted by the relevant governmental or regulatory authority, provide directly to such governmental or regulatory authority, such additional information, from time to time, that JPMorgan or its affiliate deems necessary or appropriate in order to comply with any request by any governmental or regulatory authority or the court of competent authority or if so required under applicable regulations in Taiwan.

Consent to Regulatory Disclosure:

Without prejudice to the generality of any applicable law, each party ("X") expressly consents to the disclosure by the other party ("Y") or its Affiliates to the relevant authorities in the jurisdiction of incorporation or organisation of the Issuer (the "Relevant Jurisdiction"), the Local Jurisdiction or any jurisdiction of tax residence of the Issuer (the "Tax Residence Jurisdiction"), in each case, other than India, information relating to this Transaction, including the name of X in order for Y or any of its Affiliates to comply with laws and regulations of the Relevant Jurisdiction, Local Jurisdiction or Tax Residence Jurisdiction that are applicable to Y or its Affiliate in connection with their dealings in the underlier.

Payment of Local Taxes, Unpaid Local Taxes or Excess Local Taxes:

If any amount of Local Taxes ("Unpaid Local Taxes") that should have been taken into account but were not taken into account in the determination of any amounts payable by the Hedging Party and any Potential Adjustment Events or Extraordinary Events, as the case may be, the Non-Hedging Party shall pay to the Hedging Party an amount equal to such Unpaid Local Taxes on the Currency Business Day following notification from the Calculation Agent; or if any excess amount of Local Taxes ("Excess Local Taxes") that should not have been taken into account but were taken into account in the determination of any amounts payable by the Hedging Party and any Potential Adjustment Events or Extraordinary Events, as the case may be, the Hedging Party shall pay to the Non-Hedging Party an amount equal to such Excess Local Taxes on the Currency Business Day following notification from the Calculation Agent. The provisions in this paragraph shall apply and remain in full force and effect for a period of 7 years following the Expiration Date, even if the Expiration Date has occurred.

As used herein:

"Local Taxes" shall mean taxes, duties and similar charges (in each case, including interest and penalties thereon) imposed by the taxing authority in any jurisdiction, that would be withheld from or paid or otherwise incurred by a Hypothetical Investor in connection with any Applicable Hedge Positions.

"Hypothetical Investor" shall mean a hypothetical institutional investor not resident in (a) the applicable Relevant Jurisdiction, the Local Jurisdiction and/or the Tax Residence Jurisdiction for the purposes of the tax laws and regulations of the Relevant Jurisdiction, Local Jurisdiction and/or Tax Residence Jurisdiction, as applicable; or (b) a jurisdiction where any refund, credit or any other benefit, exemption or reduction in relation to any Local Taxes may arise under an applicable tax treaty or any relevant laws or arrangements.

“Applicable Hedge Positions” means, at any time, Hedge Positions that the Hedging Party determines that a Hypothetical Investor, acting in a commercially reasonable manner, would consider necessary to hedge the relevant Transaction at that time.

Other Provisions:

- (a) **Additional Agreement for Physical Settlement.** If Physical Settlement is applicable to the Transaction, JPMorgan (the "Designator") may designate any of its Affiliates (the "Designee") to deliver or take delivery, as the case may be, and otherwise perform its obligations to deliver or take delivery, as the case may be, in respect of the Transaction and the Designee may assume such obligations. Such designation shall not relieve the Designator of any of its obligations under the terms of the Transaction.

If the Designee shall have performed the obligations of the Designator under the terms of the Transaction, then the Designator shall be discharged of such obligations to the other party to the extent of such performance.

The following shall constitute an additional representation made by JPMorgan to Counterparty for the purposes of Section 3 of the Master Agreement at the time of any delivery made, or required to be made, under the terms of the Transaction:-

The Designee has the requisite capacity, authority and right to deliver or, as the case may be, take delivery of the Shares or perform any other obligation to deliver or take delivery on behalf of the Designator.

- (b) **Time of Dealing:** The time of dealing will be confirmed by JPMorgan upon written request.
- (c) **Retail Client:** Each party represents that it is not a retail client as defined in the Rules of The Financial Conduct Authority.

IN WITNESS WHEREOF the parties have executed this document with effect from the date specified on the first page of this document.

J.P.Morgan

JPMorgan Chase Bank, N.A.

By:
Name:
Title:
Date:

**Australian Foundation Investment Company
Limited**

By:
Name:
Title:
Date:

Djerriwarrh Investment Limited

By:
Name:
Title:
Date:

Mirrabooka Investment Limited

By:
Name:
Title:
Date:

AMCIL Limited

By:
Name:
Title:
Date:

CLOSED MARKET SHARE OPTION TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Buyer and the Seller listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Closed Market Share Option Transaction entered into between JPMorgan Chase Bank, N.A. ("Party A") and *[Insert full legal name of Party B]* ("Party B") on the Trade Date specified below (the "Transaction"). This Transaction Supplement supplements, forms part of and is subject to the 2008 AEJ Master Equity Derivatives Confirmation Agreement dated as of 10 June 2020 between us, as may be amended and supplemented from time to time, and, together with the CMISO General Terms Confirmation attached thereto, constitutes a "Confirmation" as referred to in the Master Agreement between us, as amended and supplemented from time to time. This Closed Market Share Option Transaction is a Covered Transaction for the purposes of the Confirmation.

The terms of the Closed Market Share Option Transaction to which this Transaction Supplement relates are as follows:

General Terms:

Trade Date:	[●]
Option Style:	[●]
Option Type:	[Call] [Put]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Shares:	<i>[Insert full title, class and/or par value of the Shares and any other identification number or reference for the Shares] of [insert full legal name of the Issuer of the Shares]</i>
Number of Options:	[●]
Option Entitlement:	[●] Share per Option
[Minimum Number of Options:	[●]] ¹
[Integral Multiple:	[●]] ²
Strike Price:	[●] / [[●] per cent. of the price of the Share as at the Valuation Time on the Strike Date] ³
[Strike Date:	[●]] ⁴
Premium:	[●]
[Premium Payment Date:	<i>[Insert actual date]]</i> ⁵
Exchange(s):	[●]
Related Exchange:	[All Exchanges] ⁶

¹ Unless specified otherwise here, the Minimum Number of Options will be one. Delete if Multiple Exercise is not applicable.
² Unless specified otherwise here, the Integral Multiple will be one. Delete if Multiple Exercise is not applicable
³ If the Transaction is not a forward starting option, Strike Price shall be a specified price instead of a specified per cent. of the price of the Shares at the Valuation Time on the Strike Date.
⁴ If the Transaction is not a forward starting option, this provision should be deleted.
⁵ For the avoidance of doubt, insert actual Premium Payment Date.
⁶ Insert Related Exchange if different from "All Exchanges"

[Settlement Price Default Election: Hedge Execution]⁷
 [Averaging Dates: [●]]⁸
 [Commencement Date: [Strike Date] [●]]⁹
 Expiration Date: [●]
 Seller's contact details for notices: [●]

Valuation and Settlement Terms:

Settlement Type: [Vanilla] [Cross-Currency] [Composite] [Quanto]¹⁰
 Reference Currency: [currency of denomination of underlying]
 Settlement Currency: [currency of settlement]
 Cash Settlement Payment Date: [●] Currency Business Days after the relevant Valuation Date
 [Reference Price Source: Source: [●]
 Page: [●]
 Time: [●]
 Business Centre: [●]]¹¹

[Other Provisions:]¹²

[Notice and Account Details:]¹³

JPMorgan Chase Bank, N.A.

[Insert full legal name of Party B]

By: _____
 Name:
 Title:
 Date:

By: _____
 Name:
 Title:
 Date:

⁷ The Settlement Price will usually be determined based on the closing price of the Share. However, with respect to certain markets (e.g. Malaysia and Indonesia) or for certain products, if the parties agree to use the actual hedge unwind price, then insert this provision to override the default in the CMISO General Terms Confirmation. If Hedge Execution is elected, the Settlement Price will be converted into the Settlement Currency at the rate of exchange actually obtained by the Hedging Party instead of at the Reference Price Source rate.

⁸ Include if Averaging is applicable

⁹ Unless specified otherwise here, the Commencement Date will be the Trade Date.

¹⁰ Include which Settlement Type is applicable as defined in the CMISO General Terms Confirmation

Use "Vanilla" when trade is settled in the Reference Currency.

Use "Cross-Currency" when trade is not settled in Reference Currency, Option Cash Settlement Amount is converted into the Settlement Currency on the Valuation Date.

Use "Composite" when trade is not settled in the Reference Currency, Strike Price is stated in the Settlement Currency on the Trade Date, Settlement Price is converted into the Settlement Currency on the Valuation Date.

Use "Quanto" when trade is not settled in the Reference Currency. Trade will be settled in Settlement Currency without any conversion.

¹¹ Insert if Settlement Type is Cross-Currency or Composite and if your Reference Currency is not contained in the ISDA AEJ Reference Price Source Matrix. If the Settlement Price Default Election is Hedge Execution, then delete this provision.

¹² If applicable, include any other provisions to which the parties have agreed when entering into the Transaction.

¹³ Include notice and/or account information if different from the information provided in the CMISO General Terms Confirmation.

CLOSED MARKET INDEX OPTION TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Buyer and the Seller listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Closed Market Index Option Transaction entered into between JPMorgan Chase Bank, N.A. ("Party A") and *[Insert full legal name of Party B]* ("Party B") on the Trade Date specified below (the "Transaction"). This Transaction Supplement supplements, forms a part of and is subject to the 2008 AEJ Master Equity Derivatives Confirmation Agreement dated as of 10 June 2020 between us, as may be amended and supplemented from time to time, and, together with the CMISO General Terms Confirmation attached thereto, constitutes a "Confirmation" as referred to in the Master Agreement between us, as amended and supplemented from time to time. This Closed Market Index Option Transaction is a Covered Transaction for the purposes of the Confirmation.

The terms of the Closed Market Index Option Transaction to which this Transaction Supplement relates are as follows:

General Terms:

Trade Date:	[●]
Option Style:	[●]
Option Type:	[Call] [Put]
Seller:	[Party A] [Party B]
Buyer:	[Party A][Party B]
Index:	[●]
Number of Options:	[●]
[Multiplier:	[●]] ¹
[Minimum Number of Options:	[●]] ²
[Integral Multiple:	[●]] ³
Strike Price:	[●]/[[●] per cent. of the level of the Index at the Valuation Time on the Strike Date] ⁴
[Strike Date:	[●]] ⁵
Premium:	[●]
[Premium Payment Date:	<i>[Insert actual date]]</i> ⁶
Exchange(s):	[●] [Multiple Exchange]
Related Exchange:	[All Exchanges] ⁷
[Commencement Date:	[Strike Date] [●]] ⁸

¹ Insert Multiplier if different from "One"

² Unless specified otherwise here, the Minimum Number of Options will be one. Delete if Multiple Exercise is not applicable.

³ Unless specified otherwise here, the Integral Multiple will be one. Delete if Multiple Exercise is not applicable.

⁴ If the Transaction is not a forward starting option, Strike Price shall be a specified level instead of a specified per cent. of the level of the Index at the Valuation Time on the Strike Date.

⁵ If the Transaction is not a forward starting option, this provision should be deleted.

⁶ For the avoidance of doubt, insert actual Premium Payment Date.

⁷ Include Related Exchange if different from the default set out in the CMISO General Terms Confirmation.

⁸ Unless specified otherwise here, the Commencement Date will be the Trade Date.

Seller's contact details for notices: [●]

Valuation and Settlement Terms:

Expiration Date: [●][, subject to adjustment in accordance with Section 6.8(e) of the Equity Definitions]⁹
 Futures Price Valuation: [Applicable][Not Applicable]
 [Exchange-traded Contract: [●]]¹⁰
 [Averaging Dates: [●]]¹¹
 Settlement Type: [Vanilla] [Cross-Currency] [Composite] [Quanto]¹²
 Reference Currency: [currency of denomination of underlying]
 Settlement Currency: [currency of settlement]
 Cash Settlement Payment Date: [●] Currency Business Days after the relevant Valuation Date
 [Reference Price Source: Source: [●]
 Page: [●]
 Time: [●]
 Business Centre: [●]]¹³
 [Multiple Exchange Index Annex: [Not Applicable]]¹⁴
 [Other Provisions:]¹⁵
 [Notices and Account Details:]¹⁶

JPMorgan Chase Bank, N.A.

[Insert full legal name of Party B]

By: _____
 Name:
 Title:
 Date:

By: _____
 Name:
 Title:
 Date:

⁹ Delete if Futures Price Valuation is not applicable.

¹⁰ Include if Futures Price Valuation is applicable.

¹¹ Include if Averaging is applicable

¹² Include which Settlement Type is applicable as defined in the CMISO General Terms Confirmation

Use "Vanilla" when trade is settled in the Reference Currency.

Use "Cross-Currency" when trade is not settled in Reference Currency, Option Cash Settlement Amount is converted into the Settlement Currency on the Valuation Date.

Use "Composite" when trade is not settled in the Reference Currency, Strike Price is stated in the Settlement Currency on the Trade Date, Settlement Price is converted into the Settlement Currency on the Valuation Date.

Use "Quanto" when trade is not settled in the Reference Currency. Trade will be settled in Settlement Currency without any conversion.

¹³ Include if Settlement Type is Cross-Currency or Composite and if your Reference Currency is not contained in the ISDA AEJ Reference Price Source Matrix. If the Settlement Price Default Election is Hedge Execution, then delete this provision.

¹⁴ Unless specified otherwise here, Multiple Exchange Index Annex is applicable.

¹⁵ If applicable, include any other provisions to which the parties have agreed when entering into the Transaction.

¹⁶ Include notice and/or account information if different from the information provided in the CMISO General Terms Confirmation.

J.P.Morgan

Annex A

<i>SPN</i>	<i>Counterparty Name</i>	<i>Master Agreement</i>
957712	Australian Foundation Investment Company Limited	ISDA 2002 Master Agreement (Multi Currency Cross Border)
4428404	Djerriwarrh Investment Limited	ISDA 2002 Master Agreement (Multi Currency Cross Border)
4766091	Mirrabooka Investment Limited	ISDA 2002 Master Agreement (Multi Currency Cross Border)
4594118	AMCIL Limited	ISDA 2002 Master Agreement (Multi Currency Cross Border)

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Subject to regulation by the Financial Conduct Authority and to limited regulation by the Prudential Regulation Authority
Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.