

CHESSE Depository
Nominees -
Nominee Terms for
Principal Financial
Products other than
Government Bonds

Dated 1 May 2026

CHESSE Depository Nominees Pty Limited (ABN 75 071 346 506)
("Depository Nominee")

Nominee Terms for Principal Financial Products other than Government Bonds

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Nominee Terms for Principal Financial Products other than Government Bonds Details

Party	Depository Nominee	
Depository Nominee	Name	CHESSE Depository Nominees Pty Limited
	ABN	75 071 346 506
	AFS Licence no.	254514
	Incorporated in	Commonwealth of Australia
	Address	Level 27 39 Martin Place Sydney NSW 2000
	Email	issuers@asx.com.au
	Attention	Responsible Manager, CHESSE Depository Nominees Pty Limited
Recitals	A	CHESSE Depository Nominees Pty Limited is a "Depository Nominee" for the purposes of the ASX Settlement Operating Rules.
	B	The terms on which the Depository Nominee holds Principal Financial Products are set out in these Nominee Terms and Section 13 of the ASX Settlement Operating Rules.
Governing law	New South Wales	
Date of deed poll	See Signing Page	

Nominee Terms for Principal Financial Products other than Government Bonds

General terms

1 Interpretation

1.1 CDIs and Holders

These Nominee Terms apply only in respect of classes of Principal Financial Products other than Government Bonds for which CHES Depositary Nominees Pty Limited is the 'Depositary Nominee' for the purposes of the Operating Rules from time to time. References in these Nominee Terms to:

- (a) a Principal Financial Product are to a Principal Financial Product other than a Government Bond, unless the context requires otherwise;
- (b) a CDI are to a CDI issued in respect of such a Principal Financial Product; and
- (c) a Holder are to a Holder of a CDI referred to in paragraph (b) above identified on the CDI Register at the relevant time.

These Nominee Terms do not apply in respect of classes of Principal Financial Products for which CHES Depositary Nominees Pty Limited is not appointed as a 'Depositary Nominee'.

1.2 Terms defined in the Operating Rules

The meaning given to terms in the Operating Rules (including in Section 2 ("Definitions and Interpretation")) apply in these Nominee Terms unless the term is expressly defined in these Nominee Terms, in which case the meaning in these Nominee Terms applies.

1.3 Definitions

Unless the contrary intention appears, these meanings apply:

Costs includes costs, charges and expenses, including those incurred in connection with advisers.

Disclosure Document means, in respect of a CDI issued in respect of a class of Principal Financial Products, the product disclosure statement, prospectus or other offering document, issued by the Principal Issuer relating to the CDIs in respect of that class of Principal Financial Products, as replaced or supplemented from time to time.

Effective Date means 1 May 2026.

GST means the goods and services tax payable pursuant to the GST Legislation and **Supply** and other terms used in clause 9.14 which have meanings under the GST Legislation have the meanings pursuant to the GST Legislation.

GST Legislation means A New Tax System (Goods and Services Tax) Act 1999 (Cwlth) and related Acts introduced by the Federal Government (as amended from time to time).

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a controller (as defined in the Corporations Act) appointed to its property.

Operating Rules means the ASX Settlement Operating Rules.

Trust means a trust as declared under clause 2.1 of these Nominee Terms.

1.4 Interpretation

Clause 2.1 to 2.7 (“General Principles of Interpretation”) of the Operating Rules applies to these Nominee Terms.

Unless the contrary intention appears, in these Nominee Terms:

- (a) a reference to a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (b) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (c) a reference to a document (including these Nominee Terms and the Operating Rules) includes any variation or replacement of it;
- (d) the singular includes the plural and vice-versa;
- (e) the word “**law**” includes common law, principles of equity, and any law made by any parliament (and a law made by a parliament includes any regulation or other instrument under it, and any consolidation, amendment, re-enactment or replacement of it);
- (f) the word “**person**” includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (g) a reference to a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) the words “**including**”, “**for example**” or “**such as**” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

2 Trust

2.1 Declaration of trust

The Depository Nominee declares that, in respect of each CDI, it will hold all right, title and interest in the Principal Financial Products (including a fractional entitlement to additional or replacement Principal Financial Products in respect of that Principal Financial Product) transferred to, or held by, the Depository Nominee in respect of the CDI as a trustee for the Holder of that CDI, in accordance with these Nominee Terms, subject to clause 2.2.

2.2 CDIs issued prior to the Effective Date

In respect of Principal Financial Products (including fractional entitlements) transferred to, or held by, the Depository Nominee in respect of a CDI held by a

particular Holder on the Effective Date, clause 2.1 applies on and from the earliest time following the Effective Date that the CDI is subject to a Transfer or a Transmutation.

2.3 Absolute entitlements

Each Holder of a CDI has a vested and inalienable interest in, and is absolutely entitled to, the entirety of the Principal Financial Products held by the Depository Nominee in respect of the CDI. This entitlement shall not be subject to any claims or interests of the Depository Nominee or any other party, other than the Depository Nominee's interests in and entitlement to all the rights, powers and privileges conferred by or arising from its role as trustee. The Depository Nominee has no powers under a Trust except to act in accordance with these Nominee Terms and the Operating Rules.

3 Benefit

3.1 Benefit

These Nominee Terms are executed as a deed poll. Each Holder has the benefit of, and is entitled to enforce, these Nominee Terms even though it is not a party to these Nominee Terms or is not in existence at the time these Nominee Terms are executed and delivered.

3.2 Rights independent

Each Holder may enforce its rights under these Nominee Terms independently from each other Holder and any other person.

3.3 Corporate Actions

The Depository Nominee will deal with the benefits conferred in a Corporate Action (including a fractional entitlement to additional or replacement Principal Financial Products) in respect of a Principal Financial Product transferred to, or held by, the Depository Nominee in respect of a CDI as a trustee for the Holder of that CDI in accordance with these Nominee Terms and the Operating Rules.

4 Rights and responsibilities

4.1 Compliance with Nominee Terms and Operating Rules

The Depository Nominee agrees to exercise its rights and comply with its obligations under these Nominee Terms and the Operating Rules.

4.2 Extent of duties and obligations

- (a) The Depository Nominee has no duties or obligations except those expressly set out in these Nominee Terms and the Operating Rules.
- (b) Subject to the Operating Rules, the Depository Nominee must:
 - (i) not refuse or fail to register, or give effect to, or otherwise interfere with the processing and registration of:
 - (A) a paper-based transfer of Principal Financial Products;
 - (B) a Transfer of CDIs;
 - (C) a Transmutation of Principal Financial Products to CDIs;
 - (D) a Transmutation of CDIs to Principal Financial Products;
 - (E) a shunt from a DI register to a Principal Register; or

- (F) a shunt from a Principal Register to a DI register;
- (ii) do all things and execute all documents in relation to the Principal Financial Products and exercise all rights, powers and privileges conferred by or arising from the Principal Financial Products, in accordance with these Nominee Terms and the Operating Rules; and
- (iii) only transfer, deal with or otherwise dispose of the Principal Financial Products in accordance with these Nominee Terms and the Operating Rules.

4.3 Binding nature of relationship

Each Holder is bound by anything properly done or not done by the Depository Nominee in accordance with these Nominee Terms and the Operating Rules.

4.4 Holders bound

Each Holder (and any person claiming through or under a Holder) is bound by, and is taken to have notice of, these Nominee Terms and the Operating Rules. Each Holder is taken to have directed and authorised the exercise by the Depository Nominee of any of its powers in connection with a sale, divestment or other dealing with a Principal Financial Product under and in accordance with Section 13 of the Operating Rules.

4.5 Exercise of rights and compliance with obligations

The Depository Nominee has all the powers of a natural person or corporation in connection with the exercise of its rights and compliance with its obligations under these Nominee Terms and the Operating Rules.

Subject to this clause 4, the Depository Nominee may exercise its rights and comply with its obligations under these Nominee Terms and the Operating Rules in any manner it thinks fit.

4.6 Liability of the Depository Nominee

Without limiting any limitation or exclusion of liability under this document, each limitation or exclusion of the liability of the Depository Nominee under the Operating Rules applies to these Nominee Terms.

To the extent permitted by law, the Depository Nominee will not be liable in respect of any conduct, delay, negligence or breach of duty or trust in the exercise or non-exercise of any power, nor for any loss (including consequential loss) which results, except where it arises from the Depository Nominee acting in bad faith, or as a result of its negligence, or wilful default.

4.7 Principal Financial Products

The Depository Nominee may determine in a manner it considers appropriate the Principal Financial Products (including a fractional entitlement to additional or replacement Principal Financial Products in respect of that Principal Financial Product) transferred to, or held by, the Depository Nominee in respect of a CDI, by reference to any relevant registers maintained in accordance with the Operating Rules and other information, documentation or records it considers appropriate.

The Depository Nominee may administer a Trust so that:

- (a) Principal Financial Products of a class held by the Depository Nominee from time to time may be mixed, commingled or aggregated; and

- (b) monies received by the Depository Nominee may be mixed or commingled by being deposited in the same bank account.

4.8 Notice of other interests

The Depository Nominee is not required to take notice of any trust or equity or other interest affecting any CDI or rights incidental to it unless required by law.

4.9 Interests of Holders of CDIs as a whole

In administering a Trust in respect of a CDI in respect of a class of Principal Financial Products, the Depository Nominee may have regard to the interests of the Holders of CDIs in respect of that class of Principal Financial Products as a whole.

5 Depository Nominee's relationship with Holders

5.1 Limit on disclosure obligations

Despite any other provision in the Operating Rules and these Nominee Terms, the Depository Nominee is not obliged to disclose information or provide documents relating to it or any other person if the Depository Nominee reasonably believes that to do so would constitute, on the basis of written legal advice from its legal advisers, a breach of any of the following:

- (a) a duty of confidentiality;
- (b) a law;
- (c) a direction given to the Depository Nominee or its Related Bodies Corporate by any governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House);
- (d) a requirement under its Australian financial services licence obligations or other requirement of any governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House); or
- (e) an approval, licence or other registration from or with a governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House).

5.2 No further obligations

The Depository Nominee has no obligation, either initially or on a continuing basis:

- (a) to keep itself informed, or to inform Holders, about the performance of any CDI or Principal Financial Product, the Principal Issuer or any other person; or
- (b) to provide Holders with any information or documents with respect to a CDI, Principal Financial Product, the Principal Issuer or any other person.

5.3 Individual responsibility of Holders

Each Holder is responsible for:

- (a) making, and continuing to make, its own independent investigation of the financial condition and affairs of the Principal Issuer and the Depository Nominee based on documents and information which it considers appropriate;

- (b) making its own appraisal of the creditworthiness of the Principal Issuer and the Depository Nominee; and
- (c) making its own assessment and approval of the fees and costs, risks and benefits, and other characteristics and features of the Principal Financial Products and CDIs,

without relying on the Depository Nominee (in whatever capacity) or any of its Related Bodies Corporate or on any representation made by any of them, and the Depository Nominee will not be liable for the Holder's failure to do so.

5.4 Fees and other dealings

The Depository Nominee, ASX Settlement and any Related Bodies Corporate of either of them may:

- (a) engage in any kind of trust or other business with each other or a Holder or the Related Bodies Corporate of any of them; and
- (b) accept fees, charges and other consideration, or indemnities, from each other, a Principal Issuer or an Approved Listing Market Operator, or the Related Bodies Corporate of any of them, for services in connection with the CDIs or Principal Financial Products or any other arrangement,

without having to account to the Holders for any income they derive in doing so.

The Depository Nominee or ASX Settlement must from time to time publish a fee schedule specifying the fees and charges in connection with the Depository Nominee acting as depository nominee in respect of a class of Principal Financial Products, and the time by which, or period during which, the fees and charges must be paid by a Principal Issuer or other person, on the ASX website (asx.com.au), which may be varied or replaced.

The Depository Nominee and its Related Bodies Corporate are released from any obligation they might otherwise have to the Holders in relation to these matters.

5.5 Conflicts of interest

Each Holder acknowledges that Related Bodies Corporate of the Depository Nominee provide diversified listings, trading, clearing, settlement, technical and information services, technology, data and other post-trade services and other financial services. Circumstances may arise in which the Depository Nominee or its Related Bodies Corporate may have a material interest in transactions relevant to a Holder, CDI or class of Principal Financial Product, or where a conflict of interest may arise between the interests of one Holder and those of other Holders or such counterparties.

6 Delegation and reliance on advice

6.1 Power to delegate

Without limiting its powers, duties or obligations under the Operating Rules, the Depository Nominee may employ (as an agent or otherwise) a Third Party Provider or other persons (if any) as may be necessary for it to carry out any of its obligations under these Nominee Terms and may delegate any of its rights or obligations in its capacity as depository nominee without notifying any person of the delegation.

The Depository Nominee will not be liable for any acts or omissions of any Third Party Provider or other person it employs or who acts as its agent, whether under

these Nominee Terms or the Operating Rules, subject to the Depositary Nominee having acted in good faith and with due care in selecting the delegate.

6.2 Depositary Nominee may rely on communications and opinions

The Depositary Nominee may rely:

- (a) on any communication or document it reasonably believes to be genuine and correct and to have been signed or sent by the appropriate person; and
- (b) as to legal, accounting, taxation or other professional matters, on opinions and statements of any legal, accounting, taxation or professional advisers used by it.

6.3 Dispute or ambiguity

If there is any dispute, inconsistency or ambiguity in relation to any matter connected with these Nominee Terms, the Operating Rules or any transaction in respect of them, the Depositary Nominee may (but need not) do one or both of the following:

- (a) obtain and rely on advice from any person referred to in clause 6.2(b); or
- (b) apply to a court for any direction or order the Depositary Nominee considers appropriate.

As long as the Depositary Nominee is using reasonable endeavours to resolve any dispute, inconsistency or ambiguity in respect of these Nominee Terms, Operating Rules or any transaction in connection with them, the Depositary Nominee may (but need not) refuse to do anything in relation to matters affected by the dispute, inconsistency or ambiguity.

7 Depositary Nominee indemnity and limitation of liability

7.1 Indemnity

The Depositary Nominee will be held harmless and indemnified on demand out of the assets of a Trust against any liability (including liability for Tax) or loss arising from, and any Costs incurred in connection with, complying with its obligations or exercising and/or enforcing its rights under these Nominee Terms or the Operating Rules in respect of that Trust.

This indemnity does not extend to any liabilities, losses or Costs to the extent that they are due to the Depositary Nominee acting in bad faith, or as a result of its negligence or wilful default.

7.2 Legal Costs

The Costs referred to in clause 7.1 include all legal Costs in accordance with any written agreement as to legal costs or, if no agreement, on whichever is the higher of a full indemnity basis or solicitor and own client basis.

These legal Costs include any legal costs which the Depositary Nominee incurs in connection with proceedings brought against it alleging bad faith, negligence or wilful default on its part in relation to the relevant Trust. However, the Depositary Nominee must repay any amount paid to it in respect of those legal Costs under clause 7.1 if, and to the extent that, a court determines that the Depositary Nominee acted in bad faith, was negligent, or wilfully defaulted in relation to the relevant Trust.

7.3 Limitation and discharge of liability of Depository Nominee

Without limiting clause 7.5, a liability or obligation of the Depository Nominee arising under or in connection with a Trust, including under these Nominee Terms and the Operating Rules, is strictly limited to the extent to which (and can be enforced against the Depository Nominee only to the extent to which) the liability or obligation can be satisfied out of the aggregate amount it actually receives from the assets of the Trust to which the liability relates by the Depository Nominee exercising its right of indemnity out of the assets of that Trust.

Payment by the Depository Nominee of an amount equal to the amount (if any) it receives under its right of indemnity in respect of any such liability constitutes a complete discharge by the Depository Nominee of that liability.

This limitation and discharge of the Depository Nominee's liability does not apply to a liability to the extent that it is not satisfied because there is a reduction in the extent of the Depository Nominee's indemnification out of the assets of the Trust either as a result of the Depository Nominee acting in bad faith or as a result of its negligence or wilful default.

This limitation and discharge of the Depository Nominee's liability applies despite any other provision of these Nominee Terms and the Operating Rules.

7.4 Liability must be limited and must be indemnified

The Depository Nominee is not obliged to do or not do any thing in connection with these Nominee Terms or the Operating Rules (including enter into any contract, agreement, arrangement or transaction or incur any liability) unless:

- (a) the Depository Nominee's liability is limited in a manner which is consistent with clause 7.3 or otherwise in a manner satisfactory to the Depository Nominee; and
- (b) it is held harmless and indemnified on demand against any liability (including liability for Tax) or loss arising from, and any Costs properly incurred in connection with, doing or not doing that thing in a manner which is consistent with clause 7.1 or otherwise in a manner satisfactory to the Depository Nominee.

7.5 Exoneration

Neither the Depository Nominee nor any of its directors, officers, employees, agents, attorneys is responsible or liable to any Holder:

- (a) because any person other than the Depository Nominee (including a Principal Issuer, any Third Party Provider, any custodian or agent (including a paying agent) or any Approved Listing Market Operator) does not comply with its obligations, including under the Operating Rules, any relevant Approved Listing Market Operator's Listing Rules or with respect to any CDI or Principal Financial Product;
- (b) for the financial condition of any person other than the Depository Nominee (including the Principal Issuer);
- (c) because any statement, representation or warranty of any person other than the Depository Nominee is incorrect or misleading;
- (d) for any omission from or statement or information contained in any Disclosure Document provided by the Principal Issuer or any other person (other than a Financial Services Guide provided by the

Depository Nominee) or any advertisement, circular or other document issued in connection with any CDIs or Principal Financial Products;

- (e) for the effectiveness, genuineness, validity, enforceability, admissibility in evidence or sufficiency of these Nominee Terms or any document signed or delivered in connection with these Nominee Terms or any CDI or Principal Financial Product;
- (f) for acting, or not acting, in accordance with instructions of Holders;
- (g) for acting, or not acting, in good faith in reliance on:
 - (i) any communication or document that the Depository Nominee believes to be genuine and correct and to have been signed or sent by the appropriate person; or
 - (ii) any opinion or advice of any professional advisers used by it in relation to any legal, accounting, taxation or other matters; or
- (h) for any error in the CDI Register, DI register, Principal Register, CHES Subregister or the Issuer Sponsored Subregister.

7.6 Exclusion of further obligations

Despite any provision of these Nominee Terms or the Operating Rules, the Depository Nominee:

- (a) will not be under any obligations to advance or use its own funds for the payment of any costs, expenses or liabilities (including liabilities for Tax);
- (b) has no responsibility for the performance by the Principal Issuer or any Third Party Provider of it, any Approved Listing Market Operator or any other person of their obligations under or in connection with any CDI, Principal Financial Product, Operating Rules, Approved Listing Market Operator's Listing Rules or Disclosure Document, and the Depository Nominee will have no liability arising as a result of or in connection with any act or omission of any of them;
- (c) will have no liability arising as a result of or in connection with any act or omission of any other depository nominee appointed under the Operating Rules; and
- (d) will have no obligations to prepare accounts or tax returns in respect of the Trusts, except as required under Tax law.

7.7 Claims against Depository Nominee

Neither a Principal Issuer, Approved Listing Market Operator, Third Party Provider or a Holder, nor any other person, may sue the Depository Nominee in any capacity other than as trustee of a Trust, including seeking the appointment of a receiver or a receiver and manager (except in relation to the assets of the Trust), or a liquidator, an administrator or any similar person to the Depository Nominee, or prove in any liquidation, administration or arrangements of or affecting the Depository Nominee (except in relation to the assets of the Trust).

7.8 Additional limitation on Depository Nominee's liability

In no event will the Depository Nominee be personally liable for any failure or delay in the performance of its obligations under these Nominee Terms or Operating Rules because of circumstances beyond its control including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, pandemic, epidemic, fire, riot, embargo, labour dispute, any statute, ordinance,

code or other law which restricts or prohibits the Depository Nominee from performing its obligations under these Nominee Terms or Operating Rules, the inability to obtain or the failure of equipment or the interruption of communications or computer facilities to the extent, in each case, that these occurrences are beyond the control of the Depository Nominee.

7.9 Set Off

The Depository Nominee may set off or withhold any amount payable to it by a Holder against or from any amount payable by the Depository Nominee to that Holder.

8 Cessation of appointment of Depository Nominee and Transmutation

8.1 Ceasing to be the Depository Nominee in respect of a class of Principal Financial Products

The appointment of the Depository Nominee as depository nominee in respect of a class of Principal Financial Products ceases at the time specified in clause 8.2 in the following circumstances:

- (a) where the Depository Nominee gives at least 90 days' prior notice in writing to ASX Settlement and the Principal Issuer of that class of Principal Financial Products that it wishes to retire;
- (b) if such action is deemed necessary or advisable by the Depository Nominee at any time because:
 - (i) the Depository Nominee forms the view that such action may be required by, or necessary in order for it to comply with, law;
 - (ii) of a direction given to the Depository Nominee or its Related Bodies Corporate by any governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House);
 - (iii) the Depository Nominee considers in its discretion that this is required to comply with its Australian financial services licence obligations or any requirement of any governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House); or
 - (iv) if continuing to act as depository nominee may require the Depository Nominee to obtain an approval, licence or other registration from or with a governmental agency or regulatory authority (including, without limitation, a market or Approved Clearing House);
- (c) the Depository Nominee ceases to carry on business as a professional depository nominee;
- (d) the Depository Nominee becomes Insolvent;
- (e) the Depository Nominee is removed as depository nominee in accordance with rule 13.8A of the Operating Rules; or
- (f) in the circumstances agreed separately between the Depository Nominee and the Principal Issuer in respect of the Principal Financial Products of that class.

8.2 When cessation takes effect

The cessation of the appointment of the Depositary Nominee as depositary nominee in respect of the relevant class of Principal Financial Products in accordance with clause 8.1 takes effect when a successor depositary nominee is appointed by the Principal Issuer in respect of Principal Financial Products of that class.

Where the Depositary Nominee is removed as depositary nominee in accordance with rule 13.8A of the Operating Rules, the appointment of the Depositary Nominee as depositary nominee in respect of the class of Principal Financial Products ceases at the time specified in rule 13.8A.2 of the Operating Rules.

Where the Depositary Nominee's appointment as depositary nominee in respect of a class of Principal Financial Products ceases in the circumstances agreed separately between the Depositary Nominee and the Principal Issuer in respect of a class the Principal Financial Products, the appointment of the Depositary Nominee as depositary nominee in respect of the class of Principal Financial Products ceases at the time provided in such agreement between the Depositary Nominee and the Principal Issuer.

The successor depositary nominee and each Holder of a CDI in respect of Financial Products of that class will have the rights and obligations among themselves under the Operating Rules and the 'Nominee Terms' (as defined in the Operating Rules) for that successor depositary nominee.

8.3 Appointment of successor depositary nominee by the Depositary Nominee

If a successor depositary nominee in respect of Principal Financial Products of the relevant class is not appointed within 30 days of the events or circumstances referred to in any limb of paragraph (a), (b) or (c) of clause 8.1 occurring, the Depositary Nominee may appoint a successor depositary nominee in respect of that class of Principal Financial Products, with such appointment taking effect at least 60 days' following the Depositary Nominee giving notice of such appointment in writing to ASX Settlement and the Principal Issuer of that class of Principal Financial Products.

If the Depositary Nominee forms a view that it will not, using reasonable endeavours, be able to appoint a successor depositary nominee, then the Depositary Nominee may initiate a Transmutation of the CDIs to Principal Financial Products of that class.

The Depositary Nominee may also appoint a successor depositary nominee in respect of a class of Principal Financial Products in the circumstances agreed separately between the Depositary Nominee and the Principal Issuer in respect of the Principal Financial Products of that class.

8.4 Depositary Nominee to deliver documents

The Depositary Nominee agrees to deliver to a successor depositary nominee:

- (a) all original documents in its possession relating to the relevant Principal Financial Products and Trusts over such Principal Financial Products; and
- (b) any transfers, requests, notices of assignment or other documents to record the transfer of such Principal Financial Products (and any fractional entitlements) to the successor depositary nominee, which the successor depositary nominee reasonably requests.

8.5 Further steps

Without limiting clause 8.4, the Depositary Nominee agrees to do anything the successor depositary nominee reasonably asks (such as obtaining consents, and signing, producing and delivering documents including a retirement and appointment document) to give effect to the cessation or retirement and the appointment of the successor depositary nominee.

8.6 Discharge of further obligations

When a successor depositary nominee is appointed in respect of Principal Financial Products and there is no Principal Financial Products of that class (or other relevant property in respect of Principal Financial Products of that class) held by the Depositary Nominee as depositary nominee, the Depositary Nominee is discharged from any further obligation under these Nominee Terms and the Operating Rules in respect of the Principal Financial Products, any CDIs in respect of them and Holders of such CDIs. However, this discharge does not affect any accrued rights or obligations including, for the avoidance of doubt, its rights of indemnity that continue to accrue up to the date its cessation of appointment takes effect.

8.7 Transmutation

The Depositary Nominee may Transmute one or more CDIs to Principal Financial Products on behalf of a Holder where:

- (a) the Depositary Nominee forms the view that such action is deemed necessary or advisable by the Depositary Nominee at any time:
 - (i) because of any of the circumstances referred to in clause 8.1(b)(i) to (iii);
 - (ii) so as to result in ownership of the Principal Financial Products not exceeding any limit under, or otherwise infringing, the Principal Issuer's constitution or any law applicable to the Depositary Nominee; or
 - (iii) because it may suffer any liability to taxation or pecuniary, fiscal or material regulatory disadvantage or any other material burden or disadvantage which it might not otherwise have suffered;
- (b) following a request from the Depositary Nominee, the Holder of the CDI does not provide to the Depositary Nominee such proof, certificates and representations and warranties as to matters of fact, including, without limitation, as to their identity, as the Depositary Nominee may deem necessary or appropriate for the Depositary Nominee to comply with laws, its Australian financial services licence obligations or any requirement of any governmental agency or regulatory authority; or
- (c) in the circumstances agreed separately between the Depositary Nominee and the Principal Issuer in respect of the Principal Financial Products of that class.

Each Holder is taken to have directed and authorised any such Transmutation.

9 General

9.1 Notices

A notice in connection with these Nominee Terms may be provided in any way permitted under the Operating Rules, including:

- (a) in the case of a Holder in respect of which a complete address is recorded in the CDI Register, to such address; and
- (b) in the case of the Depository Nominee, to the address of the Depository Nominee set out or referred to in the Details or any other address specified for the purposes of notices under these Nominee Terms on the ASX website (asx.com.au).

9.2 Discretion in exercising rights

The Depository Nominee may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless these Nominee Terms expressly states otherwise.

9.3 Partial exercising of rights

If the Depository Nominee does not exercise a right or remedy fully or at a given time, the Depository Nominee may still exercise it later.

9.4 No liability for loss

The Depository Nominee is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

9.5 Exclusion of indirect or other loss

Despite any other provision of these Nominee Terms or the Operating Rules, the Depository Nominee will not be liable for: (i) indirect, consequential, speculative, punitive or special loss or (ii) loss of profit, revenue, opportunity, business, anticipated savings, goodwill and damage to reputation, or loss of any similar kind; in each case whether or not the Depository Nominee was advised of or otherwise could have anticipated the possibility of such losses, except to the extent any such losses cannot be excluded or limited as a matter of applicable law.

9.6 Conflict of interest or duty

The Depository Nominee's duties, obligations, rights and remedies under these Nominee Terms and the Operating Rules may be exercised even if this involves a conflict of duty or interest or the Depository Nominee has a personal interest in their exercise.

9.7 Remedies cumulative

The rights and remedies of the Depository Nominee under these Nominee Terms are in addition to other rights and remedies given by law independently of these Nominee Terms.

9.8 Rights and obligations are unaffected

Rights given to the Depository Nominee under these Nominee Terms and the liabilities of the other parties under them are not affected by any law that might otherwise affect them.

9.9 Inconsistent law

To the extent permitted by law, these Nominee Terms prevail to the extent it is inconsistent with any law.

9.10 Supervening legislation

Any present or future legislation which operates to vary the obligations of the Depository Nominee in connection with these Nominee Terms is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

9.11 Variation and replacement

These Nominee Terms may be:

- (a) varied or replaced, to the extent they apply in respect of Principal Financial Products of a class, by a resolution of 75% of votes cast by Holders of CDIs in respect of that class of Principal Financial Products who vote on a proposed resolution to vary or replace the Nominee Terms in accordance with the Operating Rules;
- (b) varied by the Depositary Nominee if:
 - (i) the Depositary Nominee reasonably considers the change will not materially adversely affect the rights of Holders of CDIs in respect of Principal Financial Products that it holds; or
 - (ii) the variation is of a formal, technical or administrative nature only.

The Depositary Nominee must provide not less than 30 days' prior notice in writing to the relevant Principal Issuers and Approved Listing Market Operators of a variation of the Nominee Terms by the Depositary Nominee in accordance with clause 9.11(b)(i). The Depositary Nominee is not required to provide such notice where the variation is required by law or by any governmental agency or regulatory authority and the Depositary Nominee, acting reasonably, considers that it is not reasonably practical to provide such notice. Accidental omission by the Depositary Nominee to give notice to one or more Principal Issuers or Approved Listing Market Operators does not affect the validity or enforceability of any variation in connection with which the notice was to have been given.

9.12 Governing law and jurisdiction

These Nominee Terms is governed by the law in force in New South Wales. The Depositary Nominee and each Holder submit to the non-exclusive jurisdiction of the courts of that place.

9.13 Serving documents

Without preventing any other method of service, any document in a court action in connection with these Nominee Terms may be served on a party by being delivered to or left at that party's address for service of notices in accordance with clause 9.

9.14 GST

Notwithstanding any other provision in these Nominee Terms, if the GST Legislation applies to any supply made or deemed to be made under or pursuant to these Nominee Terms (**Affected Supply**), then to the extent that any party to these Nominee Terms (**the Supplier**) is or becomes liable to pay GST in connection with the Affected Supply:

- (a) the Supplier may add an amount in respect of that GST to the agreed price of the Affected Supply;
- (b) any party paying consideration for the Affected Supply will pay the agreed price plus any amount charged in respect of GST; and
- (c) where required by the GST Legislation, the Supplier will issue a tax invoice which enables the person receiving the invoice, if permitted by the GST Legislation, to claim an input tax credit or refund of GST.

EXECUTED as a deed poll

Signing page

DATED: 1 May 2026

EXECUTED by **CHES DEPOSITARY
NOMINEES PTY LIMITED** in
accordance with section 127(1) of the
Corporations Act 2001 (Cth):



.....
Signature of director

ANDREW ROBIN

.....
Name of director (block letters)



.....
Signature of director/company
secretary

DIONA RAE

.....
Name of director/company secretary
(block letters)