



Information Memorandum

BHP BILLITON FINANCE LIMITED

A\$5,000,000,000

MEDIUM TERM NOTE PROGRAMME

Guaranteed by

BHP Group Limited

Westpac Banking Corporation

as Arranger and Dealer

31 March 2025

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INTRODUCTION

BHP Billiton Finance Limited (ABN 82 008 519 319) (“**Issuer**”) may offer from time to time medium term notes (“**Notes**”) under the Medium Term Note Programme described in this Information Memorandum (“**Programme**”). The Notes will be unconditionally and irrevocably guaranteed by BHP Group Limited (ABN 49 004 028 077) (“**Guarantor**”).

Subject to applicable laws, regulations and directives, the Issuer may issue Notes under the Programme in any country including Australia and countries in Europe and Asia (but not the United States). The aggregate principal amount of Notes outstanding will not at any time exceed A\$5,000,000,000 (or the equivalent in other currencies at the date of issue). This limit may be increased from time to time.

Any such issue will be made pursuant to such documentation as the Issuer may determine. This Information Memorandum describes the issue of Notes into the wholesale institutional markets in Australia, Asia and Europe. Notes will be issued in one or more Tranches (each a “**Tranche**”) within one or more series (each a “**Series**”). Tranches of Notes within a particular Series may have various issue dates, issue prices and interest commencement dates and, in respect of the first interest payment (if any), different interest payment amounts but will otherwise be issued on identical terms and conditions.

A pricing supplement (“**Pricing Supplement**”) will be issued for each Tranche of Notes issued under a particular Series and will contain details of the aggregate principal amount of the Tranche of Notes and the interest (if any) payable in respect thereof, and the issue price, issue date and maturity date of the Tranche of Notes, together with any other terms and conditions not contained in this Information Memorandum which apply to that Tranche of Notes.

Application may be made to list the Notes of a particular Series on the Australian Securities Exchange. However, unlisted Notes may also be issued pursuant to the Programme. The relevant Pricing Supplement in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Australian Securities Exchange (or any other stock exchange).

Each Series of Notes will be issued in registered form pursuant to a deed poll executed by the Issuer and the Guarantor (“**Note Deed Poll**”). Notes may be lodged in the Austraclear System or held by a common depository for Euroclear Bank S.A./N.V. as operator of the Euroclear System (“**Euroclear**”), Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”) and/or traded through any other clearing system specified in the relevant Pricing Supplement (or supplement to this Information Memorandum). Notes lodged in, held on behalf of or traded through any such clearing system will be subject to the rules and regulations applying to members of that system.

This Information Memorandum replaces in its entirety the Information Memorandum dated 19 March 2015.

IMPORTANT NOTICE

Responsibility

This Information Memorandum has been prepared by and issued with the authority of the Issuer and the Guarantor. The Issuer and the Guarantor accept sole responsibility for the information contained in this Information Memorandum, other than information provided by the Arranger, the Dealers, the Registrar or the I&P Agent (as defined under “**Summary of Programme**” below) (each a “**Programme Participant**”) in relation to their respective descriptions in the section entitled “Directory” below.

Documents incorporated by reference

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated by reference (see “**Documents incorporated by reference**” below). This Information Memorandum shall, unless otherwise expressly stated, be read and construed on the basis that such documents are so incorporated and form part of this Information Memorandum. References to “Information Memorandum” are to this Information Memorandum and to any other document incorporated by reference collectively and to any of them individually.

No independent verification

The only role of the Programme Participants in the preparation of this Information Memorandum has been to confirm to the Issuer that their respective descriptions in the section entitled “Directory” below are accurate as at the Preparation Date (as defined below).

Apart from the foregoing, none of the Programme Participants nor their respective affiliates, partners, officers or employees (each a “**Programme Participant Party**” and together, the “**Programme Participant Parties**”) has independently verified the information contained in this Information Memorandum and each such person disclaims any responsibility, and disclaims all and any liability whether arising in tort or contract or otherwise for such information. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any such person as to the accuracy or completeness of this Information Memorandum (including in respect of any omission from it) or any further information supplied by the Issuer or Guarantor in connection with the Programme or any Notes.

The Programme Participants each act in accordance with their respective agreements with the Issuer and not in any capacity as a fiduciary or otherwise on behalf of holders of Notes or prospective investors.

Each Programme Participant expressly does not undertake to review the financial condition or affairs of the Issuer, the Guarantor or any of their affiliates at any time or to advise any holder of a Note, any potential investor in the Note or any other person of any information coming to their attention with respect to the Issuer or the Guarantor, the Programme or the Notes and make no representations or warranties, express or implied, as to the ability of the Issuer to comply with its obligations under the Notes. No Programme Participant makes any representation as to the performance of the Issuer or the Guarantor, the maintenance of capital or any particular rate of return, nor does any Programme Participant guarantee the payment of capital or any particular rate of capital or income return, in each case, on the Notes.

Independent advice

This Information Memorandum contains only summary information concerning the Issuer, the Programme and the Notes. It is not intended to provide the basis of any credit or other evaluation of the Issuer or the Notes and should not be considered or relied on as a recommendation or a statement of opinion (or a report of either of those things) by the Issuer, the Guarantor or any Programme Participant Party that any recipient of this Information Memorandum (or any other information supplied in connection with the Programme or the issue of Notes) should subscribe for, purchase or otherwise deal in any Notes or any rights in respect of any Notes.

Each investor contemplating subscribing for, purchasing or otherwise dealing in any Notes or any rights in respect of any Notes under the Programme should:

- make and rely upon (and shall be taken to have made and relied upon) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer and the Guarantor and the risks of an investment in any Notes;
- determine for themselves the sufficiency and relevance of the information contained in this Information Memorandum (including all information incorporated by reference and forming part of this Information Memorandum) and any other information supplied in connection with the Programme or the issue of any Notes, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary; and
- consult their own financial, legal, tax and other professional advisers about the risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

No accounting, regulatory, investment, legal, tax or other professional advice is given in respect of the legal and taxation treatment of investors or purchasers in connection with an investment in any Notes or rights in respect of them.

In particular, if any financial product advice is, in fact, held to have been given by the Issuer in relation to Notes issued in connection with this Information Memorandum, it is general advice only. The Issuer does not hold an Australian financial services licence and is not licensed to provide financial product advice in relation to Notes. No cooling-off regime applies to investors of Notes.

Agency and distribution arrangements

Each Programme Participant is acting solely as an arm's length contractual counterparty and not as an advisor or fiduciary to the Issuer or any prospective purchaser of the Notes. Furthermore, neither the receipt of this Information Memorandum or any offering material in relation to the Notes by any person nor any other matter shall be deemed to create or give rise to an advisory or fiduciary duty (or any other duty) or relationship between the Programme Participant and that person (including, without limitation, in respect of the preparation and due execution of the documents in connection with the Programme or any Notes and the power, capacity or authorisation of any other party to enter into and execute such documents). No reliance may be placed on any Programme Participant for financial, legal, taxation, accounting or investment advice or recommendations of any sort.

The Programme Participant Parties are involved in a wide range of financial services and businesses including securities trading and brokerage activities and providing commercial and investment banking, investment management, corporate finance, credit and derivative, trading and research products and services, out of which conflicting interests or duties may arise. In the ordinary course of these activities, the Programme Participant Parties or the funds which they manage or advise or the funds within which they may have a direct or indirect interest, may from time to time, have long or short positions in, or buy and sell (on a principal basis or otherwise), or have pecuniary or other interests in, or act as a market maker in, the Notes or securities, derivatives, commodities, futures or options identical or related to the Notes and may trade or otherwise effect transactions, for its own account or the accounts of investors or any other party that may be involved in the issue of Notes or the Programme. The Programme Participant Parties may receive fees, brokerage and commissions and may act as a principal in dealing in any Notes.

The Issuer may pay each Dealer a fee in respect of the Notes subscribed by it and has agreed to reimburse the Arranger and the Dealers for certain expenses incurred in connection with the Programme and indemnify the Arranger and the Dealers against certain liabilities in connection with the offer and sale of the Notes. Each Dealer, its subsidiaries, directors and employees may have pecuniary or other interests in the Notes and may also have interests under other arrangements and may receive fees, brokerage and commissions and may act as principal in dealing in any Notes.

Currency of information

Neither the delivery of this Information Memorandum nor any sale made in connection with this Information Memorandum at any time implies that the information contained herein concerning the Issuer or the Guarantor is correct at any time subsequent to the Preparation Date (as that term is defined below) or that any other information supplied in connection with the Programme is correct as of any time subsequent to the Preparation Date. Each Programme Participant expressly does not undertake to review the financial condition or affairs of the Issuer, the Guarantor or any of their affiliates either prior to the issue of any Notes or during the life of the Programme. Investors should review, amongst other things, the documents deemed to be incorporated in this Information Memorandum by reference when deciding whether or not to purchase any Notes.

No authorisation

No person has been authorised to give any information or make any representations which are not contained in, or consistent with, this Information Memorandum in connection with the Issuer, the Guarantor, the Programme or the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Guarantor or any Programme Participant Party.

Selling restrictions and no disclosure

This Information Memorandum is not intended to be a prospectus or other disclosure document for the purposes of Chapter 7 or Chapter 9 of the *Corporations Act 2001* (Cth) and is not intended to be and does not constitute an offer or an invitation by or on behalf of the Issuer or any Programme Participant to any person in any jurisdiction to subscribe for, purchase or otherwise deal in any Notes. Accordingly, neither this Information Memorandum nor any other disclosure document in relation to the Notes has been lodged with, nor registered by, the Australian Securities and Investments Commission.

The distribution of this Information Memorandum and any Pricing Supplement and the offer or sale of Notes may be restricted by law in certain jurisdictions. None of the Issuer, the Guarantor or any Programme Participant Party represent that this document may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering.

In particular, no action has been taken by the Issuer, the Guarantor or any Programme Participant Party which would permit a public offering of any Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Information Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Information Memorandum or any Notes come must inform themselves about, and observe, any such restrictions.

For a description of certain restrictions on offers, sales and deliveries of the Notes, and on distribution of this Information Memorandum, any Pricing Supplement or other offering material relating to the Notes, see the section entitled “**Selling Restrictions**” below.

Currencies

In this Information Memorandum, references to “**A\$**” or “**Australian Dollars**” are to the lawful currency of the Commonwealth of Australia.

No registration in the United States

The Notes and the Guarantee have not been and will not be registered under the United States Securities Act of 1933, as amended (“**Securities Act**”), or with any securities regulatory authority of any other state or other jurisdiction of the United States. The Notes may not be offered, sold,

delivered or transferred within the United States or to, or for the account or benefit of, “U.S. persons” (as defined in Regulation S of the Securities Act) except in certain transactions exempt from, or not subject to the registration requirements of the Securities Act.

No offer

This Information Memorandum does not, and is not intended to, constitute an offer or invitation by or on behalf of the Issuer, the Guarantor or any Programme Participant to any person to subscribe for, purchase or otherwise deal in any Notes nor is it intended to be used for the purpose of or in connection with offers or invitations to subscribe for, purchase or otherwise deal in any Notes.

Supplementary Information Memorandum

The Issuer may agree with any Dealer that the Notes may be issued in a form not contemplated by this Information Memorandum, in which event a supplementary information memorandum, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes. In particular, such a supplementary information memorandum may be required if the Issuer elects to offer Notes to retail investors.

References to credit ratings

There may be references to credit ratings of the Issuer or the Notes in this Information Memorandum, Pricing Supplement, another supplement to this Information Memorandum or a document which is deemed to be incorporated in this Information Memorandum by reference. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency.

Credit ratings are for distribution only to a person: (a) who is not a retail client and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or Part 7.9 of the Corporations Act 2001 (Cth); and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.

Listing

Notes will ordinarily be unlisted. However, an application may be made to list Notes of a particular Series on the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) (“ASX”) or any other securities exchange. The relevant Pricing Supplement in respect of the issue of any Notes will specify whether or not such Notes will be listed on a securities exchange.

Notes may be lodged in the Austraclear System and, if so, may also be transacted through Euroclear Bank SA/NV, as operator of the Euroclear System (“**Euroclear**”), Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) and/or any other clearing system outside Australia specified in the relevant Pricing Supplement.

Risks

Neither this Information Memorandum nor any other information supplied in connection with the Programme or the issue of any Notes describes the risks of an investment in any Notes. Prospective investors should consult their own financial, legal, tax and/or other professional advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

Documents incorporated by reference

The following documents are incorporated in and taken to form part of this Information Memorandum:

- all amendments and supplements to this Information Memorandum prepared by the Issuer or Guarantor from time to time;
- the most recently published audited accounts of the BHP Group (as defined in the Terms and Conditions of the Notes); and
- all documents issued by the Issuer or the Guarantor and stated to be incorporated in this Information Memorandum by reference including, in the case of any Series of Notes, a Pricing Supplement.

Any statement contained in this Information Memorandum or in any of the documents incorporated by reference in, and forming part of this Information Memorandum, shall be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such statement.

Copies of documents incorporated by reference are available for inspection from each Issuer and the Arranger at their respective offices specified in the “**Directory**”.

References to internet site addresses

Any internet site addresses provided in this Information Memorandum are for reference only and, unless expressly stated otherwise, the content of any such internet site is not incorporated by reference, and does not form part of, this Information Memorandum.

Preparation Date

In this Important Notice section, “**Preparation Date**” means:

- in relation to this Information Memorandum, the date indicated on its face or, if the Information Memorandum has been amended or supplemented, modified or replaced, the date indicated on the face of that amendment or supplement, modification or replacement;
- in relation to financial accounts incorporated in this Information Memorandum, the date up to or as at the date on which the accounts relate; and
- in relation to any other item of information which is to be read in conjunction with this Information Memorandum, the date indicated on its face as being its date of release or effectiveness.

MiFID II Product Governance / Target Market

The Pricing Supplement in respect of any Notes may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (an “**EU distributor**”) should take into consideration the target market assessment; however, an EU distributor subject to Directive 2014/65/EU (as amended, “**MiFID II**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Dealers nor any of their affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR Product Governance / Target Market

The Pricing Supplement in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which

channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a **"UK distributor"**) should take into consideration the target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **"UK MiFIR Product Governance Rules"**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Dealers nor any of their affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

PRIIPs Regulation / Prohibition of Sales to EEA Retail Investors

If the Pricing Supplement in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (the **"Insurance Distribution Directive"**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the **"Prospectus Regulation"**). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **"PRIIPs Regulation"**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

UK PRIIPs Regulation – Prohibition of Sales to UK Retail Investors

If the Pricing Supplement in respect of any Notes includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the **"EUWA"**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the **"FSMA"**) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of UK domestic law by virtue of the EUWA (the **"UK Prospectus Regulation"**). Consequently, no key information document required by the PRIIPs Regulation as it forms part of UK domestic law by virtue of the EUWA (the **"UK PRIIPs Regulation"**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Production Classification pursuant to Section 309B(1)(C) of the Securities and Futures Act of Singapore

The Pricing Supplement in respect of any Notes may include a legend titled "Singapore Securities and Futures Act Product Classification" which will state the product classification of the applicable Notes pursuant to section 309B(1) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **"SFA"**); however, unless otherwise stated in the applicable Pricing Supplement, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and 'Excluded Investment Products' (as defined in Monetary Authority of Singapore Notice SFA 04-N12: Notice on the Sale of Investment Products and Monetary Authority of Singapore Notice FAA-N16: Notice on Recommendations on Investment Products). This

notification or any such legend included in the applicable Pricing Supplement will constitute notice to "relevant persons" for purposes of section 309B(1)(c) of the SFA.

CORPORATE PROFILE

All references herein to “we”, “our”, “us” or “BHP” shall be deemed to be references to the BHP Group.

BHP Group Limited (formerly known as BHP Billiton Limited) is the sole parent company of the BHP Group. BHP Billiton Finance Limited is a wholly-owned finance subsidiary of BHP Group Limited. The principal business of BHP Billiton Finance Limited is borrowing on behalf of the BHP Group and advancing the net proceeds of such borrowings to members of the BHP Group.

Business of the BHP Group

BHP is a producer of major commodities including copper, iron ore and steelmaking coal.

We have copper, which is used in electrification. Iron ore, which is essential for making steel needed for construction, including renewables infrastructure. Our higher-quality steelmaking coal is used in the blast furnace process for making steel. Nickel can be used in electric vehicle batteries. We are on track to be a major global producer of potash by the end of the decade. Potash is used in fertilisers to assist with food security for a growing population and more sustainable land use. Among our by-products, we are a major producer of uranium and gold.

Information with respect to the BHP Group can also be found at www.bhp.com. However, this internet address is included for reference only and the information and documents that can be accessed on that internet site address are not incorporated by reference into, and do not form part of, this Information Memorandum unless specifically identified in the section of this Information Memorandum entitled “Documents incorporated by reference”.

SUMMARY OF THE PROGRAMME

The following is a brief summary only and should be read in conjunction with the rest of this Information Memorandum and, in relation to any Notes, in conjunction with the relevant Pricing Supplement, and the Terms and Conditions of the Notes.

Issuer	BHP Billiton Finance Limited (ABN 82 008 519 319).
Guarantor	BHP Group Limited (ABN 49 004 028 077).
Programme	A non-underwritten programme allowing for the issuance of medium term notes (“Notes”).
Programme limit	A\$5,000,000,000. The Programme limit may be increased by the Issuer from time to time.
Arranger	Westpac Banking Corporation (ABN 33 007 457 141)
Dealers	Westpac Banking Corporation (ABN 33 007 457 141) Dealers appointed to the Programme may change from time to time in accordance with the Dealer Agreement for the Programme. Additionally, the Issuer may appoint one or more other Dealers for a particular issue of Notes. An updated list of Dealers to the Programme may be obtained from the Arranger or the Issuer.
Registrar	BTA Institutional Services Australia Limited (ABN 48 002 916 396) or such other persons appointed by the Issuer to establish and maintain the Register on the Issuer’s behalf from time to time. Details of additional appointments in respect of a Series or Tranche will be notified in the relevant Pricing Supplement.
Issuing and Paying Agent	BTA Institutional Services Australia Limited (ABN 48 002 916 396), pursuant to an Agency and Registry Services Agreement, with respect to each Series or Tranche of Notes initially lodged and held through or predominantly through the Austraclear System or such other system in Australia as is agreed from time to time by the Issuer, the Arranger and the I&P Agent.
Guarantee	The Guarantor has guaranteed payment of all debts of the Issuer under a Deed Poll Guarantee and Indemnity dated on or about 31 March 2025 in favour of the Noteholders from time to time. The form of Guarantee is set out below and copies are available upon request from the Issuer or the Registrar.
Status	The Notes will be direct, unsubordinated and unsecured obligations of the Issuer and all payment obligations in respect of the Notes will rank at least equally with all other unsecured and unsubordinated obligations of the Issuer, except liabilities mandatorily preferred by law. The Guarantee is a direct, unsubordinated and unsecured obligation of the Guarantor which ranks at least equally with all other unsecured and

unsubordinated obligations of the Guarantor, except liabilities mandatorily preferred by law.

Negative Pledge

As set out in Condition 4.3 (“Negative pledge”), the Notes will have the benefit of a negative pledge other than in relation to the Permitted Security.

Governing law

The Notes and all related documentation are governed by the laws of New South Wales, Australia.

Types of Notes

The types of Notes that may be issued include fixed rate notes, floating rate notes, index-linked notes, zero coupon notes, amortising notes (all as defined in the Terms and Conditions and or the relevant Pricing Supplement) and any other Notes referred to in the Pricing Supplement.

Programme term

The term of the Programme continues until terminated by the Issuers giving 30 days’ notice to the Arranger and the Dealers, or earlier by agreement between the parties to the Dealer Agreement.

Form of Notes

Notes will be issued in registered form. They will be debt obligations of the Issuer which are constituted by, and owing under, the Note Deed Poll dated 11 October 1999 as amended and/or restated from time to time (“**Note Deed Poll**”) and take the form of entries in a register (“**Register**”) maintained by the Registrar. The terms and conditions of the Notes are contained as a schedule to the Note Deed Poll, as modified and supplemented by a Pricing Supplement (described further below) for the relevant Tranche.

The Notes of any Series may be described as “MTNs”, “Notes”, “Bonds” or by any other marketing name specified in the relevant Pricing Supplement.

Title

Entry of the name of the person in the Register in respect of a Note in registered form constitutes the obtaining or passing of title and is conclusive evidence that the person so entered is the registered holder of that Note subject to correction for fraud or proven error.

Title to Notes which are held in a Clearing System will be determined in accordance with the rules and regulations of the relevant Clearing System. Notes which are held in the Austraclear System will be registered in the name of Austraclear.

No certificates in respect of any Notes will be issued by the Issuer unless the Issuer determines that certificates should be available or it is required to do so pursuant to any applicable law or directive.

Title to other Notes which are not lodged in a Clearing System will depend on the form of those Notes as specified in the relevant Pricing Supplement.

Use of proceeds	Proceeds realised from the issuance of a Tranche of Notes will be used by the Issuer for its general corporate purposes.
Currency	Subject to any applicable legal or regulatory requirements, Notes will be denominated in Australian dollars.
Maturities	Subject to all applicable laws and directives, Notes may have any maturity as may be specified in an applicable Pricing Supplement or as may be agreed between the Issuer and the relevant purchasing Dealer.
Issuance in Series	Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches of a Series and a Series may comprise Notes in more than one denomination. Notes of each Tranche of a Series are intended to be fungible with the other Tranches of Notes of that Series.
Denominations	Unless otherwise specified in a Pricing Supplement (and subject to the Transfer Procedures below), Notes will be issued in denominations of A\$10,000.
Tenor	Notes will be issued with a minimum tenor of not less than 365 days and there will be no maximum tenor.
Issue Price	Notes may be issued at any price on a fully or partly paid basis, as specified in the relevant Pricing Supplement.
Settlement price	As specified in the relevant Pricing Supplement, or as otherwise agreed between the parties.
Pricing Supplement	This document is to be read in relation to the issue of any Notes in conjunction with the Pricing Supplement issued by the Issuer in relation to such Notes. This document is intended to describe in general the nature of the Programme. Each Pricing Supplement will provide particular information relating to a particular Tranche of Notes to be issued as part of a Note Series including details of the form of the Notes, the Series in which the Notes will be issued and any other information pertinent to the issue of those Notes.
Interest	Notes may be interest bearing or non-interest bearing. Interest (if any) may accrue at fixed or variable rates and may vary during the life of a Series.
Interest payment dates	Interest (if any) is payable on the date or dates and in the manner specified in the relevant Pricing Supplement.
Clearing Systems	Notes may be transacted through the Austraclear System, Euroclear, Clearstream, Luxembourg or any

other clearing system specified in the relevant Pricing Supplement (“**Clearing System**”).

Transfer procedure

Notes may only be transferred in whole and in accordance with the Conditions.

Unless otherwise specified in the relevant Pricing Supplement, Notes may only be transferred within or to or from Australia if the consideration payable at the time of transfer is an aggregate amount of A\$500,000 (disregarding amounts lent by the transferor or its associates to the transferee) or the offer or invitation resulting in the transfer must not otherwise require disclosure to be made under Part 6D.2 or Part 7.9 of the *Corporations Act 2001* (Cth).

Notes may only be transferred in accordance with applicable law.

Transfers of Notes held in a Clearing System will be made in accordance with the rules and regulations of the relevant Clearing System.

In other cases, application for the transfer of Notes must be made by lodgement of a duly completed stamped Transfer and Acceptance Form with the Registrar (if applicable). Transfer and Acceptance Forms are obtainable from the Registrar. The Transfer takes effect upon the transferee’s name being entered on the Register.

Redemption

The applicable Pricing Supplement will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices on such terms set out in the Pricing Supplement relating to such Notes.

Where nothing is specified in the relevant Pricing Supplement, Notes held in Austraclear will be redeemed at maturity through Austraclear in a manner consistent with the Austraclear Regulations. In certain circumstances following notice by the Issuer, Notes may also be redeemed following the occurrence of changes in tax law which give rise to an obligation of the Issuer to gross-up for deductions or withholdings required to be made by law (as provided in Condition 6.3 of the Terms and Conditions).

Payments and Record Date

Payments of interest on Notes will be made to the persons whose names are entered in the Register as at 5.00pm (Sydney time) on the relevant Record Date. The Record Date is the 8th day before a payment date, or such other period specified in the relevant Pricing Supplement. While Notes are held in the Austraclear System, the name on the Register will be Austraclear

Ltd, in its capacity as operator of the Austraclear System.

Payments of principal in respect of a Note will be made to each person registered at 10.00 am (Sydney time) on the payment date as the holder of a Note.

Payments to persons who hold Notes through Austraclear will be made by transfer to their relevant account in accordance with the Austraclear Regulations. If Notes are not held in the Austraclear System or another Clearing System, payments will be made to the account of the registered owner of the Note, provided that such account is located outside the United States. Where such Notes are held through a Clearing System other than Austraclear, such person is likely to be the operator of that system or a common depository for one or more Clearing System (such operator or common depository acting in such capacity as is specified in the rules and regulations of the relevant Clearing System or Systems).

Listing

Application may be made for one or more Tranches issued pursuant to the Programme to be listed on the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) (“**ASX**”) or on any other stock or securities exchange (in accordance with applicable laws and regulations). Notes which are listed on the ASX will not be transferred through or registered on the Clearing House Electronic Sub-Register System (“**CHES**”) and will not be “Approved Financial Products” for the purposes of that system. Interest in the Notes will instead be held in, and transferable through, the Austraclear System.

The relevant Pricing Supplement in respect of the issue of any Tranche of Notes will specify whether or not such Notes will be quoted on any stock or securities exchange.

Substituted Issuer

The Issuer may, without the consent of the Noteholders, substitute any entity (including a special purpose company) in respect of all of the obligations of the Issuer in connection with one or more Series of Notes. Condition 12 specifies the matters that need to be complied with before such a substitution takes place. These matters include the provision of an unconditional and irrevocable guarantee of the new issuer’s obligations by the Guarantor and the obtaining of all necessary governmental authorities, and where the original Issuer was rated, the continuance of at least an equal or better credit rating of the original Issuer.

Calculation Agent

A Calculation Agent may be named in the Pricing Supplement in respect of each Tranche of Notes. The Issuer may terminate the appointment of the Calculation Agent, appoint additional or other Calculation Agents or elect to have no Calculation Agent. Where no Calculation Agent is appointed the

calculation of interest and principal payments in respect of Notes will be made by the Issuer.

Stamp duty

Any stamp duty incurred at the time of issue of the Notes will be for the account of the Issuer. Any stamp duty incurred on a transfer of Notes will be for the account of the relevant investors. As at the date of this Information Memorandum, no Australian stamp duty is payable on the issue of the Notes or the transfer or redemption of the Notes. Investors are advised to seek independent advice regarding any stamp duty or other taxes imposed by another jurisdiction upon the transfer of Notes, or interests in Notes, in any jurisdiction outside of Australia.

Taxes

An overview of certain taxation matters in connection with the Notes is set out in "Australian Taxation" below.

Investors should obtain their own taxation advice regarding the taxation status of investing in Notes.

Selling Restrictions

The offer, sale and delivery of Notes and the distribution of this Information Memorandum and other material in relation to any Notes are subject to such restrictions as may apply in any country in connection with the offer and sale of a particular Tranche of Notes including, in particular, restrictions in Australia, the European Economic Area, the United Kingdom, the United States of America, Hong Kong, Singapore and Japan. See "Selling Restrictions" below.

Restrictions on the offer, sale and/or distribution of Notes may also be set out in the relevant Pricing Supplement.

Investor to obtain independent advice

An investment in Notes issued under the Programme involves certain risks. This Information Memorandum does not describe the risks of an investment in any Notes, risks related to the Issuer or the Guarantor or otherwise. Prospective investors should consult their own professional, financial, legal and tax advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

TERMS AND CONDITIONS

*The following are the terms and conditions of the Notes (“**Terms and Conditions**”) which, as supplemented, modified or replaced for Notes of a particular Tranche by the relevant Pricing Supplement applicable to that Tranche, will be applicable to each Series of Notes issued by the Issuer (in these Terms and Conditions called the “**Notes**”). References in these Terms and Conditions to “Notes” are to the Notes of one Series only, not all Notes which may be issued under the Note Deed Poll.*

The Notes will be unsecured debt obligations of the Issuer owing under the Note Deed Poll and will take the form of entries in the Register. A copy of each of the Note Deed Poll, the Information Memorandum, the Agency and Registry Services Agreement and the Guarantee is available for inspection by Noteholders during normal business hours at the respective offices of the Issuer, the Guarantor and the Registrar.

Each Tranche of Notes will be the subject of a Pricing Supplement, a copy of which is available for inspection by relevant Noteholders of such Tranche at the respective offices of the Issuer, the Guarantor or the Registrar.

Each Noteholder and each person claiming through or under each such Noteholder is deemed to have notice of and is bound by the Information Memorandum, the Terms and Conditions, the applicable Pricing Supplement, the Note Deed Poll, the Guarantee and the Agency and Registry Services Agreement.

1. INTERPRETATION

Definitions

1.1 The following words have these meanings in these terms and conditions unless the contrary intention appears:

Adjustment Spread means the adjustment spread as at the Adjustment Spread Fixing Date (which may be a positive or negative value or zero and determined pursuant to a formula or methodology) that is:

- (a) determined as the median of the historical differences between the BBSW Rate and AONIA over a five calendar year period prior to the Adjustment Spread Fixing Date using practices based on those used for the determination of the Bloomberg Adjustment Spread as at the Issue Date of the first Tranche of Notes of the Series, provided that for so long as the Bloomberg Adjustment Spread is published and determined based on the five year median of the historical differences between the BBSW Rate and AONIA, that adjustment spread will be deemed to be acceptable for the purposes of this paragraph (a); or
- (b) if no such median can be determined in accordance with paragraph (a), set using the method for calculating or determining such adjustment spread determined by the Calculation Agent (after consultation with the Issuer where practicable) to be appropriate.

Adjustment Spread Fixing Date means the first date on which a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate.

Administrator means:

- (a) in respect of the BBSW Rate, ASX Benchmarks Pty Limited (ABN 38 616 075 417);
- (b) in respect of AONIA (or where AONIA is used to determine an Applicable Benchmark Rate), the Reserve Bank of Australia; and

- (c) in respect of any other Applicable Benchmark Rate, the administrator for that rate or benchmark or, if there is no administrator, the provider of that rate or benchmark,

and, in each case, any successor administrator or, as applicable, any successor administrator or provider.

Administrator Recommended Rate means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Administrator of the BBSW Rate.

Agency and Registry Services Agreement means the agreement entitled “Agency and Registry Services Agreement” dated on or about 31 March 2025 between BTA Institutional Services Australia Limited and the Issuer and any replacement of it.

Amortised Principal Amount means in relation to a Note, an amount equal to the sum of:

- (a) the purchase price specified in the Pricing Supplement; and
- (b) the product of the Amortisation Yield specified in the Pricing Supplement (compounded annually) being applied to the purchase price (as specified in the Pricing Supplement) from (and including) the Issue Date specified in the Pricing Supplement to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of the Day Count Fraction specified in the Pricing Supplement.

AONIA means the Australian dollar interbank overnight cash rate (known as AONIA).

AONIA Rate means, for an Interest Period and in respect of an Interest Determination Date, the rate determined by the Calculation Agent to be Compounded Daily AONIA for that Interest Period and Interest Determination Date plus, if determining the AONIA Rate for the purposes of a fallback from the BBSW Rate, the Adjustment Spread.

Applicable Benchmark Rate means the Benchmark Rate specified in the relevant Pricing Supplement and, if a Permanent Fallback Effective Date has occurred with respect to the BBSW Rate, AONIA or the RBA Recommended Rate, then the rate determined in accordance with Condition 5.3(b)(iv).

Applicable Business Day Convention means the Business Day Convention specified in the Pricing Supplement as applicable to any date in respect of the Note or, if none is specified, the Applicable Business Day Convention for such purpose is the Following Business Day Convention. Different Business Day Conventions may apply, or be specified in relation to, the Interest Payment Dates and any other date or dates in respect of any Notes.

Arranger means Westpac Banking Corporation (ABN 33 007 457 141) in its capacity as arranger of the Programme, or such other person appointed by the Issuer from time to time and who has consented to act as Arranger.

ASX means the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691).

Austraclear means Austraclear Ltd (ABN 94 002 060 773).

Austraclear Regulations means the regulations known as the “Regulations and Operating Manual” established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System.

Austraclear System means the clearing and settlement system operated by Austraclear in Australia for holding securities and electronic recording and settling of transactions in those securities between members of that system.

Authorisation includes:

- (a) any consent, registration, filing, agreement, notarisation, certificate, license, approval, permit, authority or exemption, from, by or with a Government Agency; and
- (b) any consent or authorisation regarded as given by a Government Agency due to the expiration of the period specified by a statute within which the Government Agency should have acted if it wished to proscribe or limit anything already lodged, registered or notified under that statute.

Authorised Officer means in the case of the Issuer or the Guarantor, a director, secretary (if any) or a person appointed by the Issuer or Guarantor to act as an Authorised Officer under the Transaction Documents.

BBSW Rate means, for an Interest Period, the rate for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the "AVG MID" on the 'Refinitiv Screen ASX29 Page' or "MID" rate on the 'Bloomberg Screen BBSW Page' (or any designation which replaces that designation on the applicable page, or any replacement page) at the Publication Time on the first day of that Interest Period.

Benchmark Rate means, for an Interest Period, either the BBSW Rate or the AONIA Rate as specified in the relevant Pricing Supplement.

BHP Group means the Guarantor and all of its Subsidiaries for the time being.

Bloomberg Adjustment Spread means the term adjusted AONIA spread relating to the BBSW Rate provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time as the provider of term adjusted AONIA and the spread) ("BISL") on the Fallback Rate (AONIA) Screen (or by other means), or provided to, and published by, authorised distributors where "Fallback Rate (AONIA) Screen" means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for the BBSW Rate accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by BISL.

Business Day means a day (other than a Saturday or Sunday or public holiday) on which commercial banks are open for general banking business in the place specified in the Pricing Supplement, or, if no such place is specified, Sydney and Melbourne.

Business Day Convention means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day and the following Business Day Conventions, where specified in the Pricing Supplement in relation to any date applicable to any Note, have the following meanings:

- (a) **Following Business Day Convention** means that the date is postponed to the first following day that is a Business Day;
- (b) **Modified Following Business Day Convention** or **Modified Business Day Convention** means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date is the first preceding day that is a Business Day; and
- (c) **Preceding Business Day Convention** means that the date is brought forward to the first preceding day that is a Business Day.

Calculation Agent means, in respect of a Tranche, the person (if any) specified as such in the relevant Pricing Supplement or, if none is specified, the Issuer. The Calculation Agent must be the same for all Notes in a Series.

CHES means the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd (ABN 008 504 532).

Clearing System means:

- (a) the Austraclear System;
- (b) Euroclear;
- (c) Clearstream, Luxembourg; or
- (d) any other clearing system specified in the relevant Pricing Supplement.

Clearstream, Luxembourg means Clearstream Banking, S.A..

Compounded Daily AONIA means, with respect to an Interest Period, the rate of return of a daily compound interest investment as calculated by the Calculation Agent on the Interest Determination Date, as follows:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{AONIA_{i-5SBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

$AONIA_{i-5SBD}$ means the per annum rate expressed as a decimal which is the level of AONIA provided by the Administrator and published as of the Publication Time for the Sydney Business Day falling five Sydney Business Days prior to such Sydney Business Day “ i ”;

d is the number of calendar days in the relevant Interest Period;

d_0 is the number of Sydney Business Days in the relevant Interest Period;

i is a series of whole numbers from 1 to d_0 , each representing the relevant Sydney Business Day in chronological order from (and including) the first Sydney Business Day in the relevant Interest Period to (and including) the last Sydney Business Day in such Interest Period; and

n_i for any Sydney Business Day “ i ”, means the number of calendar days from (and including) such Sydney Business Day “ i ” up to (but excluding) the following Sydney Business Day; and

Sydney Business Day or SBD means any day on which commercial banks are open for general business in Sydney.

If, for any reason, Compounded Daily AONIA needs to be determined for a period other than an Interest Period, Compounded Daily AONIA is to be determined as if that period were an Interest Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period.

Condition means the correspondingly numbered condition in these Terms and Conditions.

Corporations Act means the *Corporations Act 2001* (Cth).

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

Day Count Fraction means, in respect of the calculation of an amount for any period of time ("**Calculation Period**"), the day count fraction specified in the Pricing Supplement and:

- (a) if "**Actual/Actual (ICMA)**" is so specified, means:
- (i) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (ii) if the Calculation Period is longer than one Determination Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

"Determination Period" means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

"Determination Date" means the date specified as such hereon or, if none is so specified, the Interest Payment Date;

- (b) if "**Actual/365**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 or, if any portion of the Calculation Period falls in a leap year, the sum of:
- (i) the actual number of days in the portion of the Calculation Period falling in a leap year divided by 366; and
 - (ii) the actual number of days in the portion of the Calculation Period falling in a non-leap year divided by 365;
- (c) if "**Actual/365 (Fixed)**" is so specified, the actual number of days in the Calculation Period divided by 365;
- (d) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (e) if "**30/360**", "**360/360**" or "**Bond Basis**" is so specified, means the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- Y₁ is the year, expressed as a number, in which the first day of the Calculation Period falls;
- Y₂ is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- M₁ is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- M₂ is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- D₁ is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
- D₂ is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (f) if “**30E/360**” or “**Eurobond Basis**” is so specified, means the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- Y₁ is the year, expressed as a number, in which the first day of the Calculation Period falls;
- Y₂ is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- M₁ is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- M₂ is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- D₁ is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
- D₂ is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30;

- (g) if “**RBA Bond Basis**” or “**Australian Bond Basis**” is so specified, one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:

- (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
- (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)).

Denomination means the notional face value of a Note as specified in the relevant Pricing Supplement.

Early Termination Amount means in relation to a Note, the Outstanding Principal Amount or, if the Note is non-interest bearing, the Amortised Principal Amount or such other redemption amount as may be specified in, or determined in accordance with the provisions of, the Pricing Supplement.

Euroclear means the Euroclear System operated by Euroclear Bank S.A./N.V.

Event of Default has the meaning given to it in Condition 7.

Extraordinary Resolution has the same meaning as in the Meetings Provisions.

Fallback Rate means, where a Permanent Discontinuation Trigger for an Applicable Benchmark Rate has occurred, the rate that applies to replace that Applicable Benchmark Rate in accordance with Condition 5.3(b)(iv).

Final Broken Amount has the meaning given to it in the Pricing Supplement.

Final Fallback Rate means, in respect of an Applicable Benchmark Rate, the rate:

- (a) determined by the Calculation Agent as a commercially reasonable alternative for the Applicable Benchmark Rate taking into account all available information that, in good faith, it considers relevant, provided that any rate (inclusive of any spreads or adjustments) implemented by central counterparties and / or futures exchanges with representative trade volumes in derivatives or futures referencing the Applicable Benchmark Rate will be deemed to be acceptable for the purposes of this paragraph (a), together with (without double counting) such adjustment spread (which may be a positive or negative value or zero) that is customarily applied to the relevant successor rate or alternative rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for Benchmark Rate-linked floating rate notes at such time (together with such other adjustments to the Business Day Convention, interest determination dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such successor rate or alternative rate for Benchmark Rate-linked floating rate notes at such time), or, if no such industry standard is recognised or acknowledged, the method for calculating or determining such adjustment spread determined by the Calculation Agent (in consultation with the Issuer) to be appropriate; provided that
- (b) if and for so long as no such successor rate or alternative rate can be determined in accordance with paragraph (a), the Final Fallback Rate will be the last provided or published level of that Applicable Benchmark Rate;

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in Australia.

Guarantee means the deed poll guarantee and indemnity given by the Guarantor dated on or about 31 March 2025 in favour of the Noteholders.

Guarantor means BHP Group Limited (ABN 49 004 028 077).

Information Memorandum means at any time the then latest information memorandum (and any supplement to it) prepared on behalf of, and approved in writing by, the Issuer and the Guarantor in connection with the issue of Notes, all documents incorporated by reference in it, and such other information (including in the case of a Tranche of Notes, a Pricing Supplement) approved in writing by the Issuer or (in the case of a Pricing Supplement) the Issuer from time to time.

Initial Broken Amount has the meaning given to it in the Pricing Supplement.

Insolvency Event means, in relation to any person:

- (a) that person is unable or admits inability to pay its debts as they fall due or suspends making payments on any of its debts by reason of actual or anticipated financial difficulties;
- (b) a moratorium is declared in respect of any indebtedness of that person;
- (c) any corporate action, legal proceedings or other procedure or step is taken (other than frivolous or vexatious legal proceedings, steps or other procedures or steps which are being contested by appropriate means and in good faith) in relation to:
 - (i) the supervision of payments, a moratorium of any indebtedness, the winding-up, dissolution or administration of that person other than a solvent winding-up or administration; or
 - (ii) a composition, assignment or arrangement with any creditor of that person, and, in the case of any such legal proceedings, those proceedings are not stayed or discharged within 30 days;
- (d) the appointment of a liquidator (other than in respect of a solvent liquidation), provisional liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of that person or all or a substantial part of its assets; and
- (e) any analogous step or proceeding corresponding to those in paragraphs (c) or (d) is taken in any jurisdiction.

Interest Commencement Date means the Issue Date or such other date as may be specified as such in the Pricing Supplement.

Interest Determination Date means, in respect of an Interest Period:

- (a) where the BBSW Rate applies or the Final Fallback Rate applies under paragraph (F)(3) of Condition 5.3(b)(iv), the first day of that Interest Period; and
- (b) otherwise, the fifth Business Day prior to the last day of that Interest Period.

Interest Payment Date means the date or dates specified as such in, or determined in accordance with the provisions of, the Pricing Supplement and adjusted, if necessary in the case of Notes issued on a floating rate basis, in accordance with the Applicable Business Day Convention.

Interest Period means each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date provided that the first Interest Period commences on and includes the Interest Commencement Date and the final Interest Period ends on but excludes the Maturity Date.

Interest Rate means the rate (expressed as a percentage per annum) or amount (expressed as a price per unit of relevant currency) of interest payable in respect of the Notes specified in the Pricing Supplement or calculated or determined in accordance with these Conditions and the Pricing Supplement.

I&P Agent means any person appointed by the Issuer, with the consent of the Registrar, to perform issue and paying agent functions with respect to a Series or Tranche of Notes issued by the Issuer and initially lodged and held through or predominantly through the Austraclear System.

ISDA Definitions means the 2021 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. (as supplemented, amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series).

Issue Date means the day on which any Note is or is to be issued as specified in or determined in accordance with the provisions of the Pricing Supplement.

Issuer means BHP Billiton Finance Limited (ABN 82 008 519 319).

Margin means the margin specified in, or determined in accordance with the provisions of, the Pricing Supplement.

Material Adverse Effect means a material adverse effect on the ability of the Issuer and the Guarantor, taken as a whole, to comply with their payment obligations under the Notes or the Guarantee as and when they fall due for performance.

Maturity Date means the date for redemption of a Note or, in the case of an amortising Note, the date on which the last instalment of principal is payable, in each case, as specified in the Pricing Supplement.

Maturity Redemption Amount means in relation to a Note, the Outstanding Principal Amount or such other redemption amount as may be specified in, or calculated or determined in accordance with the provisions of, the Pricing Supplement.

Maximum Interest Rate means the Maximum Interest Rate specified in, or calculated or determined in accordance with the provisions of, the Pricing Supplement.

Meetings Provisions means the provisions for the convening of meetings of, and passing of resolutions by, Noteholders set out in schedule 2 of the Note Deed Poll.

Minimum Interest Rate means the Minimum Interest Rate specified in, or calculated or determined in accordance with the provisions of, the Pricing Supplement.

Non-Representative means, in respect of an Applicable Benchmark Rate, that the Supervisor of that Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate:

- (a) has determined that such Applicable Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Benchmark Rate is intended to measure and that representativeness will not be restored; and
- (b) is aware that such determination will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such Supervisor (howsoever described) in contracts.

Note means medium term note being a debt obligation of the Issuer owing under the Note Deed Poll to a Noteholder, the details of which are recorded in, and evidenced by, inscription in the Register.

Note Deed Poll means the note deed poll dated 11 October 1999 as amended and/or restated from time to time, including by the fourth supplemental deed poll dated on or about 31 March 2025 to which these Terms and Conditions form schedule 1 executed by the Issuer and the Guarantor.

Noteholder means a person whose name is for the time being entered in the Register as a holder of a Note or, where a Note is owned jointly by two or more persons, the persons whose names appear in the Register as the joint owners of that Note and (for the avoidance of doubt) when a Note is entered into a Clearing System, includes the operator of that system or a nominee for a common depository for one or more Clearing Systems

(such operator or nominee for a common depository acting in such capacity as is specified in the rules and regulations of the relevant Clearing System or Systems).

Ordinary Resolution has the same meaning as in the Meetings Provisions.

Outstanding means, on any date, Notes which have not been redeemed or satisfied in full by the Issuer.

Outstanding Principal Amount means in respect of a Note which is Outstanding at any time, the Denomination of the Note less the aggregate of any part of the principal amount of that Note that has been paid or otherwise satisfied by the Issuer or the Guarantor and for such purposes:

- (a) the premium of a Note issued or to be redeemed at a premium is to be taken to be added to the principal amount;
- (b) the principal amount of a Note issued at a discount is to be taken as at any time to equal its Denomination or, if provided for in its terms and conditions, its Amortised Principal Amount at that time; and
- (c) the principal amount of a partly paid Note is to be taken to equal its outstanding principal amount at that time.

Payment Date means, in respect of a Note, an Interest Payment Date, the Maturity Date or other relevant payment date (including an early redemption date).

Permanent Discontinuation Trigger means, in respect of an Applicable Benchmark Rate:

- (a) a public statement or publication of information by or on behalf of the Administrator of the Applicable Benchmark Rate announcing that it has ceased or that it will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (b) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate, the Reserve Bank of Australia (or any successor central bank for Australian dollars), an insolvency official or resolution authority with jurisdiction over the Administrator of the Applicable Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the Administrator of the Applicable Benchmark Rate which states that the Administrator of the Applicable Benchmark Rate has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate and a public statement or publication of information other than by the Supervisor, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (c) a public statement by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, as a consequence of which the Applicable Benchmark Rate will be prohibited from being used either generally, or in respect of the Notes, or that its use will be subject to restrictions or adverse consequences to the Issuer or a Noteholder;

- (d) as a consequence of a change in law or directive arising after the Issue Date of the first Tranche of Notes of a Series, it has become unlawful for the Calculation Agent, the Issuer or any other party responsible for calculations of interest under the Conditions to calculate any payments due to be made to any Noteholder using the Applicable Benchmark Rate;
- (e) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, stating that the Applicable Benchmark Rate is Non-Representative; or
- (f) the Applicable Benchmark Rate has otherwise ceased to exist or be administered on a permanent or indefinite basis.

Permanent Fallback Effective Date means, in respect of a Permanent Discontinuation Trigger for an Applicable Benchmark Rate:

- (a) in the case of paragraphs (a) and (b) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is no longer published or provided;
- (b) in the case of paragraphs (c) and (d) of the definition of “Permanent Discontinuation Trigger”, the date from which use of the Applicable Benchmark Rate is prohibited or becomes subject to restrictions or adverse consequences or the calculation becomes unlawful (as applicable);
- (c) in the case of paragraph (e) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided but is Non-Representative by reference to the most recent statement or publication contemplated in that paragraph and even if such Applicable Benchmark Rates continues to be published or provided on such date; or
- (d) in the case of paragraph (f) of the definition of “Permanent Discontinuation Trigger”, the date that event occurs;

Pricing Supplement means the pricing supplement prepared and issued in relation to Notes of a relevant Tranche or Series and which may be substantially in the form set out in the Information Memorandum, duly completed and signed by the Issuer.

Programme means the Issuer’s uncommitted programme for the issuance of Notes as described in the Information Memorandum.

Publication Time means:

- (a) in respect of the BBSW Rate, 12.00 noon (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for the BBSW Rate in its benchmark methodology; and
- (b) in respect of AONIA, 4.00 pm (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for AONIA in its benchmark methodology.

RBA Recommended Fallback Rate means, for an Interest Period and in respect of an Interest Determination Date, the rate determined by the Calculation Agent to be the RBA Recommended Rate for that Interest Period and Interest Determination Date.

RBA Recommended Rate means, in respect of any relevant day (including any day “i”), the rate (inclusive of any spreads or adjustments) recommended as the replacement for

AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the Administrator of that rate or, if that rate is not provided by the Administrator thereof, published by an authorised distributor in respect of that day.

Record Date means, in the case of payments of interest or principal, the close of business in the place where the Register is maintained on the eighth calendar day before the relevant date for payment or such other date that may be specified in the relevant Pricing Supplement.

Reference Banks means the institutions specified as such in the Pricing Supplement or, if none, four major banks selected by the Calculation Agent in the inter-bank market that is most closely connected with the Reference Rate.

Reference Rate means, in relation to a Note, the rate so specified in the relevant Pricing Supplement.

Register means a register, including any branch register, of Noteholders established and maintained by or on behalf of the Issuer in which is entered the names and addresses of Noteholders whose Notes are carried on that register, the amount of Notes held by each Noteholder and the Tranche, Series and date of issue and transfer of those Notes, and any other particulars which the Issuer sees fit.

Registrar means BTA Institutional Services Australia Limited (ABN 48 002 916 396) or such other person appointed pursuant to an Agency and Registry Services Agreement to establish and maintain the Register on the Issuer's behalf from time to time.

Relevant Date means the date on which a payment in respect of the Notes becomes due, except that if the full amount payable has not been received by the Registrar on or before the due date, it means the date on which, the full amount having been so received, notice to that effect is given to the Noteholders in accordance with Condition 11.

Relevant Financial Centre means the city specified as such in the Pricing Supplement or, if none, the city most closely connected with the Reference Rate in the determination of the Calculation Agent.

Relevant Taxing Jurisdiction means the Commonwealth of Australia or any political subdivision therein or thereof.

Relevant Screen Page means:

- (a) the page, section or other part of a particular information service specified as the Relevant Screen Page in the relevant Pricing Supplement; or
- (b) any other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

Relevant Time has the meaning given in the relevant Pricing Supplement.

Resolution means an Extraordinary Resolution or Ordinary Resolution, as the context requires.

Series means an issue of Notes made up of one or more Tranches all of which Notes have identical terms except that:

- (a) the Issue Date and the amount of the first payment of interest may be different in respect of different Tranches of a Series; and
- (b) a Series may comprise Notes in more than one denomination.

Subsidiary of an entity means:

- (a) another entity which is a subsidiary of the first within the meaning of Part 1.2 Division 6 of the Corporation Act; or
- (b) another entity which is a subsidiary of or otherwise controlled by the first within the meaning of any applicable approved accounting standard.

Supervisor means, in respect of an Applicable Benchmark Rate, the supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate, or any committee officially endorsed or convened by any such supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate.

Supervisor Recommended Rate means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Supervisor of the BBSW Rate.

Tax Act means the Income Tax Assessment Act 1936 of Australia and where applicable any replacement legislation including, but not limited to, the Income Tax Assessment Act 1997 of Australia.

Temporary Disruption Trigger means, in respect of any Applicable Benchmark Rate which is required for any determination:

- (a) the Applicable Benchmark Rate has not been published by the applicable Administrator or an authorised distributor and is not otherwise provided by the Administrator, in respect of, on, for or by the time and date on which that Applicable Benchmark Rate is required; or
- (b) the Applicable Benchmark Rate is published or provided but the Calculation Agent determines that there is an obvious or proven error in that rate.

Tranche means Notes which are issued on the same Issue Date and the terms of which are identical in all respects (except that a Tranche may comprise Notes in more than one denomination).

Transaction Documents means each of the Note Deed Poll, the Guarantee, each Note, each Pricing Supplement and the Agency and Registry Services Agreement.

Interpretation

1.2 In these terms and conditions unless the contrary intention appears:

- (a) a reference to these terms and conditions is a reference to these terms and conditions as modified, supplemented or replaced by the Pricing Supplement;
- (b) a reference to:
 - (i) *Australian Dollars, A\$ or dollars* is a reference to the lawful currency of the Commonwealth of Australia; and
 - (ii) *United States Dollars or US\$* is a reference to the lawful currency of the United States of America;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;

- (e) the word “person” includes a firm, body corporate, an unincorporated association or an authority;
- (f) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns; and
- (g) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively and to each of them individually.

Headings

- 1.3 Headings are inserted for convenience and do not affect the interpretation of these terms and conditions.

2. FORM, DENOMINATION AND TITLE

Constitution under Note Deed Poll

- 2.1 The Notes are registered debt obligations of the Issuer constituted by, and owing under, the Note Deed Poll and take the form of entries in the Register. Each entry in the Register constitutes a separate and individual acknowledgment to the relevant Noteholder of the indebtedness of the Issuer to the relevant Noteholder.

Independent obligations

- 2.2 The obligations of the Issuer in respect of each Note constitute separate and independent obligations which the Noteholder to whom those obligations are owed is entitled to enforce without having to join any other Noteholder or any predecessor in title of a Noteholder.

Currency

- 2.3 Notes will be denominated in Australian Dollars.

Denomination

- 2.4 Unless otherwise specified in the Pricing Supplement:
 - (a) Notes are issued in the denomination of A\$10,000; and
 - (b) Notes may only be issued to or within Australia if the consideration payable to the Issuer by the initial Noteholder is at least A\$500,000 (disregarding moneys lent by the Issuer or its associates to the subscriber) or if the Notes are otherwise issued in a manner which does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act.

Register conclusive

- 2.5 Entries in the Register in relation to a Note constitute conclusive evidence that the person so entered is the registered owner of the Note subject to rectification for fraud or error. No Note will be registered in the name of more than 4 persons. A Note registered in the name of more than one person is held by those persons as joint tenants. Notes will be registered by name only without reference to any trusteeship. The person whose name is entered in the Register as the Noteholder is deemed, except as ordered by a court or as required by statute, to be and may be treated as absolute owner of the Note in all circumstances, whether or not payment under the Note is overdue and regardless of any notice of ownership, trust or interest in respect of the Notes and no person is, except as ordered by a court or as required by statute, obliged to take notice of any other claim to the Notes.

Holder absolutely entitled

- 2.6 Upon a person acquiring title to any Note by virtue of becoming registered as the owner of that Note, all rights and entitlements arising by virtue of the Note Deed Poll in respect of that Note vest absolutely in the registered owner of the Note, such that no person who has previously been registered as the owner of the Note has or is entitled to assert against the Issuer or the Registrar or the registered owner of the Note for the time being and from time to time any rights, benefits or entitlements in respect of the Note.

Location of Register

- 2.7 The Register will be established and maintained in New South Wales unless otherwise agreed with the Registrar.

Certificates

- 2.8 No certificate or other evidence of title will be issued by or on behalf of the Issuer to evidence title to a Note unless the Issuer determines that certificates should be made available or it is required to do so pursuant to any applicable law or regulation.

Acknowledgment

- 2.9 Where a Clearing System (or a common depository for more than one Clearing System) (each a “**relevant person**”) is recorded in the Register as the Noteholder, each person in whose account that Note is recorded is deemed to acknowledge in favour of the Registrar and each relevant person that:
- (a) the Registrar’s decision to act as the Registrar of the Note does not constitute a recommendation or endorsement by the Registrar or the relevant person in relation to the Note but only indicates that such Note is considered by the Registrar to be compatible with the performance by it of its obligations as Registrar under its agreement with the Issuer to act as Registrar of the Note; and
 - (b) the Noteholder does not rely on any fact, matter or circumstance contrary to Condition 2.9(a).

3. TRANSFERS*Limit on transfer*

- 3.1 Notes may only be transferred in whole and in accordance with these Conditions.
- 3.2 Unless otherwise specified in the Pricing Supplement, Notes may only be transferred in or into Australia if:
- (a) the aggregate consideration payable by the transferee at the time of transfer is at least A\$500,000 (disregarding moneys lent by the transferor or its associates to the transferee) or the transfer is otherwise effected in a manner which does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act; and
 - (b) does not constitute an offer or invitation to a “retail client” as defined for the purposes of section 761G of the Corporations Act.
- 3.3 Intentionally deleted.
- 3.4 Notes may only be transferred if the transfer is in compliance with all applicable laws and directives of each relevant jurisdiction where the transfer takes place.
- 3.5 Intentionally deleted.

Transfer procedures

- 3.6 Unless Notes are lodged in a Clearing System, application for the transfer of Notes must be made by the lodgement of a transfer and acceptance form with the Registrar. Transfer forms are available from the Registrar. Each transfer and acceptance form must be accompanied by such evidence (if any) as the Registrar may require to prove the title of the transferor or the transferor's right to transfer the Note and be signed by both the transferor and the transferee.

Notes entered in a Clearing System will be transferable only in accordance with the rules and regulations of that Clearing System.

Registration of transfer

- 3.7 The transferor of a Note is deemed to remain the holder of that Note until the name of the transferee is entered in the Register in respect of that Note. Transfers will not be registered during the period from the relevant Record Date until the calendar day after the relevant date for payment.

No charge on transfer

- 3.8 Transfers will be registered without charge provided taxes, duties or other governmental charges (if any) imposed in relation to the transfer have been paid.

Estates

- 3.9 A person becoming entitled to a Note as a consequence of the death or bankruptcy of a Noteholder or of a vesting order or a person administering the estate of a Noteholder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Note or, if so entitled, become registered as the holder of the Note.

Unincorporated associations

- 3.10 A transfer to an unincorporated association is not permitted.

Transfer of unidentified Notes

- 3.11 Where the transferor executes a transfer of less than all Notes of the relevant Tranche or Series registered in its name, and the specific Notes to be transferred are not identified, the Registrar may (subject to the limit on minimum holdings) register the transfer in respect of such of the Notes of the relevant Tranche or Series registered in the name of the transferor as the Registrar thinks fit, provided that the aggregate principal amount of the Notes registered as having been transferred equals the aggregate principal amount of the Notes expressed to be transferred in the transfer.

Guarantee

- 3.12 The Notes are issued with the benefit of the Guarantee. Pursuant to the terms of the Guarantee, the Guarantor unconditionally and irrevocably guarantees to the Noteholders, among other things, the due and punctual performance and observance by the Issuer of its obligations under the Notes.

CHESS

- 3.13 Notes which are listed on the ASX will not be transferred through or registered on CHESS and will not be "Approved Financial Products" for the purposes of that system.

4. STATUS AND NEGATIVE PLEDGE*Status - Notes*

- 4.1 The Notes are direct, unsubordinated and unsecured obligations of the Issuer and will at all times rank at least equally with (subject to Condition 4.3 (*Negative pledge*)) all other unsecured and unsubordinated obligations of the Issuer except liabilities mandatorily preferred by law.

Status - Guarantee

- 4.2 The Guarantee constitutes direct, unconditional, unsubordinated and unsecured obligations of the Guarantor which will at all times rank at least pari passu with (subject to Condition 4.3 (*Negative pledge*)) all other present and future unsecured and unsubordinated obligations of the Guarantor, except liabilities mandatorily preferred by law.

Negative pledge

- 4.3 For so long as any of the Notes remains outstanding neither the Issuer nor the Guarantor shall create or permit to subsist any Security (as defined below) (other than Permitted Security (as defined below)) upon the whole or any part of its present or future assets or revenues to secure any Relevant Indebtedness (as defined below) or any guarantee of or indemnity in respect of any Relevant Indebtedness, unless prior to or simultaneously therewith the Issuer's obligations under the Notes or, as the case may be, the Guarantor's obligations under the Guarantee, either:

- (a) are secured equally and rateably therewith; or
- (b) have the benefit of such other Security that is not materially less beneficial to the interests of the Noteholders or as shall be approved by an Extraordinary Resolution.

For the purposes of this Condition 4.3:

"Permitted Security" means:

- (a) any Security over or affecting any asset or project established, acquired, developed or expanded after 19 June 2002 where the Security was created to secure the purchase price, or the financing of the establishment, acquisition, development, expansion or operation of, that asset or project and the principal amount secured by that Security does not exceed the purchase price or financing (and any costs of establishment, acquisition, development, expansion or operation);
- (b) any Security in substitution for any Security permitted under paragraph (a) where the Relevant Indebtedness secured is refinancing the Relevant Indebtedness secured by the Security being substituted; or
- (c) any Security created in connection with convertible or exchangeable bonds or notes, where the Security is created over assets into which the convertible or exchangeable bonds or notes may be converted or exchanged and secures only the obligation of the issuing entity to effect the conversion or exchange of the bonds or notes into such assets;

"Relevant Indebtedness" means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures, loan stock, or other debt securities which, in each case, are, or are capable of being, listed, quoted, ordinarily dealt in or traded on any stock exchange, recognised automated trading system, over-the-counter or other securities market, other than any such indebtedness with an original maturity of less than one year; and

"Security" means a mortgage, charge, pledge, lien or other security interest and, for the avoidance of doubt, the provisions of the *Personal Property Securities Act 2009* (Cth)

shall not affect whether an instrument or arrangement is a mortgage, charge, pledge, lien or other security interest for these purposes.

5. INTEREST

General

- 5.1 Notes may be either interest-bearing or non interest-bearing, as specified in the relevant Pricing Supplement. Interest-bearing Notes may bear interest at either a fixed rate or a floating rate. In relation to any Tranche of Notes, the relevant Pricing Supplement may specify actual amounts of interest payable ("**Interest Amounts**") rather than, or in addition to, a rate or rates at which interest accrues.

The Pricing Supplement in relation to each Tranche of interest-bearing Notes will specify which of Conditions 5.2, 5.3 and 5.4 will be applicable to the Notes. Condition 5.5 will be applicable to each Tranche of interest-bearing Notes save to the extent of any inconsistency with the relevant Pricing Supplement.

Interest - fixed rate

- 5.2 Each Note in relation to which this Condition 5.2 is specified in the relevant Pricing Supplement as being applicable ("**Fixed Rate Notes**") will bear interest on its Outstanding Principal Amount at the fixed coupon rate or the fixed rate or rates per annum specified in the relevant Pricing Supplement from the Issue Date of the Notes. Interest will be payable in arrear on the Interest Payment Dates specified in the relevant Pricing Supplement.

Interest which is required to be calculated for a period of other than a full year will be calculated on such basis as is specified as the Day Count Fraction in the relevant Pricing Supplement.

The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date and, if the first anniversary of the Interest Commencement Date is not an Interest Payment Date, will amount to the Initial Broken Amount (as specified in the Pricing Supplement).

If the Maturity Date is not an Interest Payment Date, interest from (and including) the preceding Interest Payment Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will amount to the Final Broken Amount (as specified in the Pricing Supplement).

- 5.3 *Interest - floating rate*

(a) *Accrual of interest*

Notes in relation to which this Condition 5.3 is specified in the relevant Pricing Supplement as being applicable ("**Floating Rate Notes**") will bear interest in respect of each Interest Period at the rate or rates per annum determined in accordance with this Condition 5.3.

Each Floating Rate Note will bear interest on its Outstanding Principal Amount at the Interest Rate (as defined below) from the Interest Commencement Date. Interest will be payable in arrear on each Interest Payment Date. If any Interest Payment Date in respect of a Floating Rate Note would otherwise fall on a day which is not a Business Day, such Interest Payment Date shall be determined in accordance with the Business Day Convention specified in the Pricing Supplement.

(b) *Interest Rate*

The Interest Rate payable in respect of Floating Rate Notes shall be determined by the Calculation Agent on the basis of sub-paragraph (i) or (ii) below, as specified in the relevant Pricing Supplement.

(i) *ISDA Determination for Floating Rate Notes*

If ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Notes for each Interest Period is the sum of the Margin and the relevant ISDA Rate.

In this Condition:

- (A) “**ISDA Rate**” means for an Interest Period, a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction if the Calculation Agent for the Floating Rate Notes were acting as Calculation Agent for that Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (1) the Floating Rate Option, the Designated Maturity and the Reset Date are as specified in the relevant Pricing Supplement (and, if no Reset Date is specified, the relevant Reset Date will be the first date of the Interest Period); and
 - (2) the Period End Dates are each Interest Payment Date, the Spread is the Margin and the Floating Rate Day Count Fraction is the Day Count Fraction; and
- (B) “Swap Transaction”, “Floating Rate”, “Calculation Agent” (except references to “Calculation Agent for the Floating Rate Notes”), “Floating Rate Option”, “Designated Maturity”, “Reset Date”, “Period End Date”, “Spread” and “Floating Rate Day Count Fraction” have the meanings given to those terms in the ISDA Definitions.

(ii) *Screen Rate Determination for Floating Rate Notes*

If Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Notes for each Interest Period is the sum of the Margin and the Screen Rate.

In this Condition, “**Screen Rate**” means, for an Interest Period, the quotation offered for the Reference Rate appearing on the Relevant Screen Page at the Relevant Time on the Interest Determination Date. However:

- (A) if there is more than one but less than five offered quotations displayed on the Relevant Screen Page at the Relevant Time on the Interest Determination Date, the “Screen Rate” means the rate calculated by the Calculation Agent as the average of the offered quotations. If there are more than five offered quotations, the Calculation Agent must exclude the highest and lowest quotations (or in the case of equality, one of the highest and one of the lowest quotations) from its calculation; or

- (B) if an offered quotation is not displayed by the Relevant Time on the Interest Determination Date or if it is displayed but the Calculation Agent determines there is an obvious error in that rate, the “Screen Rate” means:
- (1) the rate the Calculation Agent calculates as the average of the Reference Rates that each Reference Bank quoted to the leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date; or
 - (2) where the Calculation Agent is unable to calculate a rate under paragraph (1) because it is unable to obtain at least two quotes, the rate the Calculation Agent calculates as the average of the rates (being the nearest equivalent to the Reference Rate) quoted by two or more banks chosen by the Calculation Agent in the Relevant Financial Centre at approximately the Relevant Time on the Interest Determination Date for a period equivalent to the Interest Period to leading banks carrying on business in the Relevant Financial Centre in good faith; or
- (C) if the relevant Pricing Supplement specifies an alternative method for the determination of the Screen Rate Determination, then that alternative method applies.

(iii) *Benchmark Rate Determination*

Where BBSW Rate Determination or AONIA Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined for each Interest Period, the Interest Rate applicable to the Floating Rate Notes for each such Interest Period is the sum of the Margin and either (x) the BBSW Rate or (y) the AONIA Rate as specified in the relevant Pricing Supplement.

Each Noteholder shall be deemed to acknowledge, accept and agree to be bound by, and consents to, the determination of, substitution for and any adjustments made to the BBSW Rate or the AONIA Rate, as applicable, in each case as described in this Condition 5.3(b)(iii) and in Condition 5.3(b)(iv) below (in all cases without the need for any Noteholder consent). Any determination, decision or election (including a decision to take or refrain from taking any action or as to the occurrence or non-occurrence of any event or circumstance), and any substitution for and adjustments made to, the BBSW Rate or the AONIA Rate, as applicable, and in each case made in accordance with this Condition 5.3(b)(iii) and Condition 5.3(b)(iv), will, in the absence of manifest or proven error, be conclusive and binding on the Issuer, the Noteholder, the Registrar and the Calculation Agent and, notwithstanding anything to the contrary in these Conditions or other documentation relating to the Notes, shall become effective without the consent of any person.

If the Calculation Agent is unwilling or unable to determine a necessary rate, adjustment, quantum, formula, methodology or other variable in order to calculate the applicable Interest Rate, such rate, adjustment, quantum, formula, methodology or other variable will be determined by the Issuer (acting in good faith and in a commercially reasonable manner) or, an alternate financial institution (acting in

good faith and in a commercially reasonable manner) appointed by the Issuer (in its sole discretion) to so determine.

(iv) *Benchmark Rate fallback*

If:

- (A) a Temporary Disruption Trigger has occurred; or
- (B) a Permanent Discontinuation Trigger has occurred,

then the Benchmark Rate for an Interest Period, whilst such Temporary Disruption Trigger is continuing or after a Permanent Discontinuation Trigger has occurred, means (in the following order of application and precedence):

- (C) where BBSW Rate is the Applicable Benchmark Rate, if a Temporary Disruption Trigger has occurred with respect to the BBSW Rate, in the following order of precedence:
 - (1) first, the Administrator Recommended Rate;
 - (2) then the Supervisor Recommended Rate; and
 - (3) lastly, the Final Fallback Rate;
- (D) where the AONIA Rate is the Applicable Benchmark Rate or a determination of the AONIA Rate is required for the purposes of paragraph (i) above, if a Temporary Disruption Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required will be the last provided or published level of AONIA;
- (E) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (i) or (ii) above, if a Temporary Disruption Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required will be the last rate provided or published by the Administrator of the RBA Recommended Rate (or if no such rate has been so provided or published, the last provided or published level of AONIA);
- (F) where BBSW Rate is the Applicable Benchmark Rate, if a Permanent Discontinuation Trigger has occurred with respect to the BBSW Rate, the rate for any day for which the BBSW Rate is required on or after the Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
 - (1) first, if at the time of the BBSW Rate Permanent Fallback Effective Date, no AONIA Permanent Fallback Effective Date has occurred, the AONIA Rate;
 - (2) then, if at the time of the BBSW Rate Permanent Fallback Effective Date, an AONIA Permanent Fallback Effective Date has occurred, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective

Date has occurred, the RBA Recommended Fallback Rate; and

- (3) lastly, if neither paragraph (1) nor paragraph (2) above apply, the Final Fallback Rate;
- (G) where the AONIA Rate is the Applicable Benchmark Rate or a determination of the AONIA Rate is required for the purposes of paragraph (iv)(A) above, if a Permanent Discontinuation Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required on or after the AONIA Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
- (1) first, if at the time of the AONIA Permanent Fallback Effective Date, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Rate; and
- (2) lastly, if paragraph (1) above does not apply, the Final Fallback Rate; and
- (H) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (iv) or (v) above, respectively, if a Permanent Discontinuation Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required on or after that Permanent Fallback Effective Date will be the Final Fallback Rate.

When calculating an amount of interest in circumstances where a Fallback Rate other than the Final Fallback Rate applies, that interest will be calculated as if references to the BBSW Rate or AONIA Rate (as applicable) were references to that Fallback Rate. When calculating interest in circumstances where the Final Fallback Rate applies, the amount of interest will be calculated on the same basis as if the Applicable Benchmark Rate in effect immediately prior to the application of that Final Fallback Rate remained in effect but with necessary adjustments to substitute all references to that Applicable Benchmark Rate with corresponding references to the Final Fallback Rate.

(v) *Minimum and/or Maximum Interest Rate*

If the applicable Pricing Supplement specifies a Minimum Interest Rate for any Interest Period then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with the other provisions of this Condition 5.3(b) is less than such Minimum Interest Rate, the Interest Rate for such Interest Period shall be such Minimum Interest Rate.

If the applicable Pricing Supplement specifies a Maximum Interest Rate for any Interest Period then, in the event that the Interest Rate in respect of such Interest Period determined in accordance with the other provisions of this Condition 5.3(b) is greater than such Maximum Interest Rate, the Interest Rate for such Interest Period shall be such Maximum Interest Rate.

(vi) *Fallback Interest Rate*

Unless otherwise specified in the relevant Pricing Supplement, if, during the Interest Period, the Calculation Agent is unable to determine a rate (or, as the case may be, the arithmetic mean of rates) in accordance with the above provisions, the Interest Rate applicable to the Notes during that Interest Period will be the Interest Rate applicable to the Notes during the immediately preceding Interest Period (with adjustment for any change in the Margin, Maximum Interest Rate or Minimum Interest Rate).

(vii) *Rounding*

All rates determined pursuant to this Condition 5.3(b) shall be expressed as a percentage rate per annum and the resulting percentage will be rounded if necessary to the fourth decimal place (i.e., to the nearest one ten-thousandth of a percentage point) with 0.00005 being rounded upwards.

(c) *Calculation of interest amount payable*

The Calculation Agent will, as soon as practicable on or after determining the Interest Rate in relation to each Interest Period, calculate the amount of interest payable for the relevant Interest Period in respect of the Outstanding Principal Amount of each Note. The amount of interest payable will be calculated by multiplying the product of the Interest Rate for such Interest Period and the Outstanding Principal Amount by the applicable Day Count Fraction and rounding the resultant figure to the nearest cent (with halves being rounded upwards).

(d) *Interpolation*

If the Pricing Supplement states that "Linear Interpolation" applies to an Interest Period, the Interest Rate for that Interest Period is determined through the use of straight line interpolation by reference to two ISDA Rates, Screen Rates, BBSW Rates, AONIA Rates or other floating rates specified in the Pricing Supplement.

The first rate must be determined as if the Interest Period were the period of time for which rates are available next shorter than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

The second rate must be determined as if the Interest Period were the period of time for which rates are available next longer than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

Interest - other rates

5.4 Notes in relation to which this Condition 5.4 is specified in the relevant Pricing Supplement as being applicable will bear interest at the rate or rates calculated on the basis specified in, and be payable in the amounts and in the manner determined in accordance with, the relevant Pricing Supplement.

5.5 *Interest - supplemental provisions*

(a) Intentionally omitted

(b) *Notification of Interest Rate, interest payable and other items*

The Calculation Agent will cause each Interest Rate, the amount of interest payable and each other amount, item or date, as the case may be, determined or calculated by it to be notified to the Issuer, the Registrar and the I&P Agent and, if required, the ASX or other relevant authority and to be notified to

Noteholders in accordance with Condition 11 as soon as practicable after such determination or calculation but in any event not later than the fourth Business Day in the Relevant Financial Centre thereafter. The Calculation Agent will be entitled to amend any such amount, item or date (or to make appropriate alternative arrangements by way of adjustment) without prior notice in the event of the extension or abbreviation of any relevant Interest Period or calculation period and such amendment will be notified in accordance with the previous sentence.

(c) *Determination final*

The determination by the Calculation Agent of all amounts, rates and dates falling to be determined by it pursuant to these Conditions (including, without limitation, the Interest Rate for any Interest Period and the amount of interest payable for any Interest Period in respect of any Note) is, in the absence of manifest error, final and binding on the Issuer, each Noteholder, the Registrar, the I&P Agent and the Calculation Agent.

(d) *Accrual of interest*

Interest accrues on the Outstanding Principal Amount of each Note or as otherwise indicated in the relevant Pricing Supplement. Interest ceases to accrue as from the due date for redemption of a Note unless the relevant payment is not made in which case interest will continue to accrue thereon (as well after as before any demand or judgment) at the rate then applicable to the Outstanding Principal Amount of the Note or such other Default Rate (if any) as may be specified in the relevant Pricing Supplement until the date on which the relevant payment is made or, if earlier, the seventh day after the date on which the I&P Agent receives the funds required to make such payment (provided that notice of such circumstance is given to the Noteholders in accordance with Condition 11) except to the extent that there is failure in the subsequent payment thereof to the relevant Noteholder.

Zero Coupon Notes

- 5.6 If the amount due and payable in respect of a non-interest bearing Note (“**Zero Coupon Note**”) on the redemption date is not paid when due, the Interest Rate for any such overdue principal is a rate per annum (expressed as a percentage) equal to the Amortisation Yield specified in the relevant Pricing Supplement.

6. REDEMPTION AND PURCHASE

Redemption on maturity

- 6.1 Unless previously redeemed, or purchased and cancelled or unless such Note is stated in the Pricing Supplement as having no fixed maturity date, each Note shall be redeemed on maturity at its Maturity Redemption Amount.

Purchase of Notes

- 6.2 The Guarantor or any of its Subsidiaries may at any time purchase Notes at any price in the open market, by tender to all or some only of the Noteholders or by private agreement. All unmaturing Notes purchased in accordance with this Condition 6.2 may be held, resold or cancelled at the discretion of the relevant purchaser, subject to compliance with all legal and regulatory requirements.

Redemption for taxation reasons

- 6.3 If, in respect of the Notes of any Series, the Issuer or the Guarantor, as the case may be, on the occasion of the next payment due in respect of the Notes, would be required to make payment of any Additional Amount (as defined in Condition 8.6), then the Issuer

may give not more than 30 nor less than 15 days' notice to the Registrar and the I&P Agent and the Noteholders in accordance with Condition 11, and upon expiry of such notice shall redeem all (but not some only) of the Notes at their early redemption amount applicable for tax redemptions ("**Early Redemption Amount (Tax)**") (which is their Outstanding Principal Amount or such other Early Redemption Amount (Tax) as is specified in the Pricing Supplement) together with (unless otherwise specified in the Pricing Supplement) accrued interest (if any) thereon.

Prior to publication of any such notice of redemption, the Issuer shall deliver to the Registrar a certificate signed by a duly Authorised Officer of the Issuer showing that the conditions precedent to the right of the Issuer so to redeem have occurred and an opinion of legal advisers of recognised standing to the Issuer or the Guarantor, as the case may be, in the Relevant Taxing Jurisdiction to the effect that the Issuer or the Guarantor, as the case may be, would be required to pay Additional Amounts referred to in Condition 8.6 on the occasion of the next payment due in respect of the Notes of that Series.

Early redemption at the option of the Issuer

6.4

- (a) *Call Option.* If this Condition 6.4(a) is specified in the relevant Pricing Supplement as being applicable then the Issuer, having given at least the minimum period (if any) (but not more than the maximum period (if any)) of notice specified in the relevant Pricing Supplement to Noteholders in accordance with Condition 11 (which notice must comply with the following paragraph and shall be irrevocable) and subject to satisfaction of any relevant conditions specified in the relevant Pricing Supplement, may redeem all (but not, unless and to the extent that the relevant Pricing Supplement specifies otherwise, some only) of the Notes on any Business Day (being, in the case of interest-bearing Notes (unless otherwise specified in the relevant Pricing Supplement), an Interest Payment Date) at their early redemption amount applicable for calls by the Issuer ("**Early Redemption Amount (Call)**") (which is their Outstanding Principal Amount or such other Early Redemption Amount (Call) as is specified in, or determined in accordance with, the relevant Pricing Supplement) together with (unless otherwise specified in the Pricing Supplement) accrued interest (if any) thereon.

The notice referred to in the preceding paragraph shall specify:

- (i) the Series of Notes subject to redemption;
- (ii) subject to the Pricing Supplement specifying that a partial redemption is permissible, whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes of the relevant Series which are to be redeemed;
- (iii) the due date for redemption;
- (iv) the Early Redemption Amount (Call) at which such Notes are to be redeemed; and
- (v) whether or not accrued interest is to be paid upon redemption and, if so, the amount thereof or the basis or method of calculation thereof, all as provided in the relevant Pricing Supplement.

In the case of a partial redemption of Notes, the Notes to be redeemed will be selected by the Registrar, and notice of the Notes selected for redemption will be given in accordance with Condition 11 not less than 15 days prior to the date fixed for redemption.

Any notice given under this Condition 6.4(a) is irrevocable and obliges the Issuer to redeem the Notes at the time and in the manner specified in the notice.

- (b) *Residual Call Option.* If this Condition 6.4(b) is specified in the relevant Pricing Supplement as being applicable and, at any time, the outstanding aggregate principal amount of the Notes is 20 per cent or less of the aggregate principal amount of the Notes originally issued, then the Issuer, having given not less than 15 nor more than 60 days' notice to Noteholders in accordance with Condition 11 (which notice shall be irrevocable), may redeem all (but not some only) of the Notes then outstanding at any time (if the Note is not a Floating Rate Note) or on any Interest Payment Date (if the Note is a Floating Rate Note), at their early redemption amount applicable for residual calls by the Issuer ("**Early Redemption Amount (Residual Call)**") together with interest accrued to (but excluding) the date of redemption.

The notice referred to in the preceding paragraph shall specify:

- (i) the due date for redemption; and
- (ii) the Early Redemption Amount (Residual Call) at which the Notes are to be redeemed.

Redemption at the option of Noteholders

- 6.5 If this Condition 6.5 is specified in the relevant Pricing Supplement as being applicable then, at the option of the Noteholder and provided that any conditions to the exercise of such option as are specified in the relevant Pricing Supplement have been satisfied, the Issuer will redeem the Note on any day (being, in the case of an interest-bearing Note (unless otherwise specified in the relevant Pricing Supplement) an Interest Payment Date) at its early redemption amount applicable for puts ("**Early Redemption Amount (Put)**") (which is its Outstanding Principal Amount or such other Early Redemption Amount (Put) as is specified in, or determined in accordance with, the relevant Pricing Supplement) together with (unless otherwise specified in the Pricing Supplement) accrued interest (if any) thereon.

To exercise such option, the Noteholder must complete, sign and deliver to the specified office of the Registrar not less than 45 days before the redemption date (or such other period as may be specified in the relevant Pricing Supplement), a redemption notice (in the form obtainable from the Registrar) together with the relevant extract for the Notes.

Zero Coupon Notes

- 6.6 In the case of a Zero Coupon Note (unless otherwise specified in the Pricing Supplement), the Early Termination Amount is the Amortised Principal Amount or such other amount specified in the Pricing Supplement.

7. EVENTS OF DEFAULT

Events of Default

- 7.1 An Event of Default occurs in relation to the Notes of any Series if:
- (a) (**non-payment**) the Issuer fails to pay any amount in respect of the Notes of the relevant Series or any of them when due and such failure continues for a period of five Business Days in the case of payment of principal or 10 Business Days in the case of a payment of interest of the applicable due date for payment; or
 - (b) (**other obligations**) the Issuer or the Guarantor defaults in the performance or observance of any of its other obligations under a Note or the Guarantee and (except where such default is incapable of remedy) such default is not remedied

for a period of 30 Business Days following receipt by the Issuer of a notice from a Noteholder specifying the default and requiring it to be remedied; or

- (c) **(cross default)** any present or future indebtedness of the Issuer or the Guarantor in connection with moneys borrowed or raised exceeding in aggregate US\$100,000,000 (or its equivalent):
- (i) is not satisfied when due, or at the end of any originally applicable grace period; or
 - (ii) becomes prematurely payable following delivery of a notice to the Issuer or the Guarantor, as the case may be as a result of a default by the Issuer or the Guarantor,

except to the extent in any instance that the existence or enforceability of the relevant obligation is being disputed in good faith by it by appropriate proceedings; or

- (d) **(judgments)** a judgment or order is enforced against any property of the Issuer or the Guarantor for an amount exceeding US\$100,000,000; and
- (i) such amount is not discharged, or a stay of execution is not obtained, within 90 days; or
 - (ii) a stay of execution having been so obtained, the execution or process is not discharged within a reasonable time after the issue or levy of the execution or process, as the case requires,

provided that, in the case of this paragraph (d), the Noteholder providing notice under Condition 7.2 below shall have certified that, in its opinion, such event has a Material Adverse Effect; or

- (e) **(insolvency)** an Insolvency Event occurs in respect of the Issuer or the Guarantor; or
- (f) **(cessation of business)** except for the purposes of a solvent reconstruction or amalgamation, the Issuer or the Guarantor ceases or suspends the conduct of all or substantially all of its business; or
- (g) **(stopping payment)** the Issuer or the Guarantor stops or suspends payment of all or a class of its debts; or
- (h) **(Guarantee)** the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect in relation to the Notes.

Consequences of an Event of Default

- 7.2 Subject to Condition 7.3, if any Event of Default occurs and is continuing in relation to the Notes of any Series or any of them, then a Noteholder in that Series may by written notice to the Issuer (with a copy to the Registrar and the Arranger) declare the Early Termination Amount (together with all accrued interest (if any)) applicable to each Note held by the Noteholder to be due and payable immediately or on such other date specified in the notice.

Rectification

- 7.3 A Noteholder's right to declare Notes due terminates if the situation giving cause to it has been cured or is otherwise no longer continuing before such right is exercised.

Notification

- 7.4 If an Event of Default occurs, the Issuer must promptly after becoming aware of it notify the Registrar and the Arranger of the occurrence of the Event of Default (specifying details of it) and procure that the Registrar promptly notifies Noteholders of the occurrence of the Event of Default by registered post to the address of the Noteholder recorded in the Register.

8. PAYMENTS

Record Date

- 8.1 Payments of interest to Noteholders will be made according to the particulars recorded in the Register at 5.00 pm (Sydney time) on the relevant Record Date. Payments of principal in respect of a Note will be made to each person registered at 10.00 am (Sydney time) on the payment date as the holder of a Note.

Joint holders

- 8.2 When a Note is held jointly, payment will be made to the holders in their joint names unless requested otherwise.

Method of payments

- 8.3 Payments in respect of each Note will be made:

- (a) if the Notes are in the Austraclear System, by crediting on the relevant Payment Date the amount then due to the account of the Noteholder in accordance with the Austraclear Regulations; or
- (b) if the Notes are not in the Austraclear System, by crediting on the Payment Date the amount then due to an account outside the United States previously notified by the registered owner of the Note to the Issuer and the Registrar. If the registered owner of the Note has not notified the Issuer and the Registrar of such an account by close of business on the relevant Record Date or upon request by the registered owner of the Note to the Issuer and the Registrar no later than close of business on the relevant Record Date, payments in respect of the relevant Note will be made by cheque, mailed on the Business Day immediately preceding the relevant Interest Payment Date in the case of payments of interest or on the due date for redemption or repayment, in the case of payments of principal, at the Noteholder's risk to the registered owner (or to the first named of joint registered owners) of such Note at the address appearing in the Register as at the Record Date. Cheques to be despatched to the nominated address of a Noteholder will in such cases be deemed to have been received by the Noteholder on the relevant Payment Date and no further amount will be payable by the Issuer in respect of the relevant Note as a result of payment not being received by the Noteholder on the due date.

Business Days

- 8.4 All payments must be made in accordance with the Applicable Business Day Convention.

Payment subject to fiscal laws

- 8.5 Payments (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Notes are subject in all cases to applicable provisions of fiscal and other laws, regulations and directives.

Taxation

- 8.6 Unless this Condition 8.6 is specified in the Pricing Supplement as not being applicable, all payments of principal and interest in respect of the Notes or under the Guarantee by the Issuer or the Guarantor (as applicable) shall be made without set-off or counterclaim

and free and clear of, and without withholding or deduction for or on account of any taxes, duties, assessments or governmental charges of any nature (together, “**Taxes**”) imposed, levied, collected, withheld or assessed by or on behalf of a Relevant Taxing Jurisdiction unless such withholding or deduction is required by law. In that event the Issuer or, as the case may be, the Guarantor shall pay such additional amounts (“**Additional Amounts**”) as shall result in receipt by the Noteholders of such amounts as would have been receivable by them had no such withholding or deduction been required, except that no Additional Amounts shall be payable with respect to any Note:

(a) *Other connection*

to, or to a third party on behalf of, a Noteholder who is liable to such Taxes in respect of such Note by reason of the Noteholder having some connection with the Relevant Taxing Jurisdiction other than the mere holding of such Note;

(b) *Lawful avoidance of withholding*

to, or to a third party on behalf of, a Noteholder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where payment under the Note is made;

(c) *Presentation more than 30 days after the Relevant Date*

presented for payment more than 30 days after the Relevant Date except to the extent that a Noteholder would have been entitled to Additional Amounts on presenting the same for payment on the thirtieth day;

(d) *Supply of Australian tax file number, Australian Business Number or exemption details*

to, or to a third party on behalf of, an Australian resident Noteholder or non-resident holding the Notes through an Australian permanent establishment, if such withholding or deduction is imposed on a payment because that person has not supplied an appropriate tax file number, Australian Business Number or exemption details;

(e) *Garnishee withholding*

if the Australian Commissioner of Taxation gives a notice under Section 255 of the Tax Act or Section 260-5 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) under which the Taxes are imposed or withheld;

(f) *Associates of the Issuer*

of which the holder is an associate of the Issuer for the purposes of section 128F of the Tax Act and, as a result, the Tax Act requires withholding tax to be paid on interest or amounts in the nature of interest payable on the Note; or

(g) *Other circumstances*

in such other circumstances as may be specified in the Pricing Supplement.

References in this Condition to (i) “principal” shall be deemed to include any premium payable in respect of the Notes, all Maturity Redemption Amounts, Early Redemption Amounts (Tax), Early Redemption Amounts (Call), Early Redemption Amounts (Put), Early Redemption Amount (Residual Call), Early Termination Amounts, Amortised Principal Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “interest” shall be deemed to

include all interest and other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) “principal” and/or “interest” shall be deemed to include any additional amounts that may be payable under this Condition or any undertaking given in addition to or in substitution for it under the Note Deed Poll.

Currency indemnity

8.7 Each of the Issuer and the Guarantor waive any right it has in any jurisdiction to pay an amount other than in the currency in which it is due. However, if a Noteholder receives an amount in a currency other than that in which it is due:

- (a) it may convert the amount received into the due currency (even though it may be necessary to convert through a third currency to do so) on the day and at such rates (including spot rate, same day value rate or value tomorrow rate) as it reasonably considers appropriate. It may deduct its usual Costs in connection with the conversion; and
- (b) the Issuer or the Guarantor, as the case may be, satisfies its obligation to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the Costs of the conversion.

9. FURTHER ISSUES

The Issuer may from time to time, without the consent of any Noteholder, issue further Notes having the same terms and conditions as the Notes of any Series in all respects (or in all respects except for the first payment of interest, if any, on them and/or their denomination) so as to form a single Series with the previously issued Notes of that Series.

10. TIME LIMIT FOR CLAIMS

A claim against the Issuer for a payment under a Note is void unless such claim is made within 10 years (in the case of principal and redemption amount) and 5 years (in the case of interest and other amounts) from the Relevant Date of payment.

11. NOTICES

To the Issuer, the Guarantor, the Arranger and the Registrar/I&P Agent

11.1 A notice or other communication in connection with a Note to the Issuer, the Guarantor, the Arranger or the Registrar must be in writing and may be given by prepaid post or delivery to the address of the addressee or by email to the email address of the addressee specified:

- (a) in the Information Memorandum; or
- (b) as otherwise agreed between those parties from time to time and notified to the Noteholders.

To Noteholders

11.2 A notice or other communication in connection with a Note to the Noteholder must be in writing and may be given by:

- (a) an advertisement published in The Australian Financial Review or any other newspaper or newspapers circulating in Australia generally; or
- (b) if an additional or alternate newspaper is specified in the Pricing Supplement, that newspaper; or

- (c) prepaid post (airmail if posted to or from a place outside Australia) or delivery to the address of each Noteholder or any relevant Noteholder as shown in the Register at the close of business 3 Business Days prior to the dispatch of the relevant notice or communication.

In addition, for so long as Notes are held on behalf of a Clearing System, notices or communications to Noteholders may also be given by delivery to that Clearing System for communication by it to the Noteholders in accordance with the applicable rules and regulations of that Clearing System (including, in the case of the Austraclear System, the Austraclear Regulations). Any such communication shall be deemed to have been given to the Noteholders on the day on which the said notice was given to the relevant Clearing System.

Effective on receipt

- 11.3 Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received, except that if it is received after 5.00pm in the place of receipt or on a non-business day in that place, it is to be taken to be received at 9.00am on the next succeeding business day in that place.

Proof of receipt

- 11.4 Subject to Condition 11.3, proof of posting of a letter or of dispatch of an email or of publication of a notice is proof of receipt:
- (a) in the case of a letter, on the third (seventh, if outside Australia) day after posting; and
- (b) in the case of an email, at the time of such dispatch, subject to no delivery failure notification being received by the sender within 24 hours of the time of sending; and
- (c) in the case of publication, on the date of such publication.

12. SUBSTITUTION OF THE ISSUER

Substitution

- 12.1 The Issuer may, on 30 days' notice to but without the consent of Noteholders, if no payment of principal, redemption amount or interest in connection with any of the Notes is in default, at any time substitute for itself any entity (including, without limitation, a special purpose company) as principal debtor ("**Substituted Debtor**") in respect of all obligations arising from or in connection with one or more Series of Notes ("**Nominated Notes**"). The Issuer may only do this if:
- (a) the Substituted Debtor assumes all obligations of the Issuer under the Nominated Notes;
- (b) the Guarantor unconditionally and irrevocably guarantees the obligations so to be assumed by the Substituted Debtor on terms identical to those contained in the Guarantee;
- (c) the Substituted Debtor has obtained all necessary Authorisations from the authorities in the country where the Substituted Debtor is incorporated, and the Issuer can transfer to the I&P Agent all amounts necessary for the fulfilment of the payment obligations on or in connection with the Nominated Notes in such freely negotiable and convertible legal currency of Australia without withholding or deduction for or on account of any taxes, charges or duties of whatsoever nature;

- (d) there have been delivered to the Registrar and the Arranger opinions of lawyers of recognised standing in Australia and of lawyers of recognised standing in the country of incorporation of the Substituted Debtor to the effect that:
- (i) the matters referred to in paragraphs (a), (b) and (c) above have been satisfied; and
 - (ii) the Guarantee continues to apply to the Nominated Notes; and
- (e) the Nominated Notes continue to have a credit rating from an internationally recognised rating agency at least equal to the higher of the credit rating of the Nominated Notes (if any) immediately prior to the substitution or an investment grade credit rating.

Notice

- 12.2 Notice of any such substitution shall be given to the relevant Noteholders in accordance with Condition 11.

Effective Date

- 12.3 A substitution under this Condition 12 takes effect on and from the date ("**Effective Date**") specified under Condition 12.2, which must be a date not earlier than the date on which the notice is given.

Effect of substitution

- 12.4 On and with effect from the Effective Date:
- (a) the Substituted Debtor shall assume all of the obligations of the Issuer with respect to the Nominated Notes (whether accrued before or after the Effective Date); and
 - (b) any reference in the Conditions of the Nominated Notes to:
 - (i) the Issuer shall from then on be deemed to refer to the Substituted Debtor;
 - (ii) the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for tax purposes of the Substituted Debtor; and
 - (iii) the "Guarantee" shall from then on be deemed to refer to the guarantee referred to in Condition 12.1(b).

13. MEETINGS OF NOTEHOLDERS

Meetings of Noteholders may be convened in accordance with the Meetings Provisions. Any such meeting may consider any matters affecting the interests of Noteholders, including, without limitation, the variation of the terms of the Notes by the Issuer and the granting of approvals, consents and waivers, and the declaration of an Event of Default.

14. AMENDMENTS

To cure ambiguities

- 14.1 The Terms and Conditions and the form of the Pricing Supplement may be amended by the Issuer, and the Agency and Registry Services Agreement may be amended by the parties to each such document without the consent of any Noteholder for the purposes of curing any ambiguity, or correcting or supplementing any defective or inconsistent

provisions therein and such amendment does not adversely affect the interests of the Noteholders.

Approval by Noteholders

- 14.2 The Terms and Conditions, Pricing Supplement and Agency and Registry Services Agreement may otherwise be varied by the Issuer with the approval of the Noteholders by Extraordinary Resolution. No other variation to the Terms and Conditions has effect in relation to the Noteholders who hold Notes at the date of any amending deed, unless they otherwise agree in writing. A variation will take effect in relation to all subsequent Noteholders. A variation which affects only a particular Series or Tranche of Notes may be approved solely by the Noteholders of such Series or Tranche.

15. REGISTRAR

Role of the Registrar

- 15.1 In acting under the Agency and Registry Services Agreement in connection with the Notes, the Registrar acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders save insofar as that any funds received by the Registrar in accordance with the Agency and Registry Services Agreement shall, pending their application in accordance with the Agency and Registry Services Agreement, be held by it in a segregated account which shall be held on trust for the persons entitled thereto.

Change of Registrar

- 15.2 The Issuer reserves the right at any time to terminate the appointment of the Registrar in accordance with the Agency and Registry Services Agreement and to appoint a successor or additional registrars, provided, however, that the Issuer must at all times maintain the appointment of a registrar with its specified office in Australia. Notice of any such termination of appointment will be given to the Noteholders in accordance with Condition 11.

Appointment of replacement Registrar

- 15.3 If the then current Registrar ceases to be Registrar (whether as a result of termination under Condition 15.2, resignation as a result of the Notes ceasing to be lodged in the Clearing System or otherwise), the Issuer must ensure that a replacement Registrar is appointed with effect from the date on which that resignation becomes effective.

16. CALCULATION AGENT

The Calculation Agent and its initial specified officers are as set out in the relevant Pricing Supplement for the Notes issued by the Issuer. The Issuer reserves the right at any time to terminate the appointment of the Calculation Agent or to appoint additional or other Calculation Agents, provided that it will ensure that at all times for so long as any Notes are outstanding the Calculation Agent acts in respect of Notes for which these Conditions require a Calculation Agent to make calculations.

17. GOVERNING LAW AND JURISDICTION

Governing law

- 17.1 The Notes are governed by the law in force in the State of New South Wales.

Jurisdiction

- 17.2 Each of the Issuer and the Guarantor irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. The Issuer waives any right it has to object to an action being brought in those courts, to

claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

Service of process

- 17.3 Without preventing any other mode of service, any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on the Issuer by being delivered to or left for the Issuer at its address for service of notices under Condition 11.

FORM OF BHP GROUP LIMITED GUARANTEE

The following are the terms of the Deed Poll Guarantee and Indemnity given by BHP Group Limited dated on or about 31 March 2025 referred to in the Summary of the Programme

Parties	BHP Group Limited (ABN 49 004 028 077) ("Guarantor")
In favour of:	Each person who is from time to time a Noteholder (as defined in the Note Deed Poll).
Recitals	<p>A. Under the Dealer Agreement (as defined below), BHP Billiton Finance Limited ("Issuer") has established a Programme for the issue of medium term notes from time to time ("Programme").</p> <p>B. The Guarantor has authorised the giving of this guarantee and indemnity in respect of the payment of all sums payable from time to time by the Issuer to the Noteholders under or in connection with the Programme.</p>

1. Interpretation

- 1.1 Words which have a defined meaning in the Note Deed Poll have the same meaning when used in this deed unless the contrary intention appears.
- 1.2 The following words have these meanings in this deed:

Bills has the same meaning as "bill of exchange" in the Bills of Exchange Act 1909.

Dealer Agreement means the agreement so entitled originally dated 11 October 1999¹ between the Issuer, the Guarantor and Westpac Banking Corporation² as Arranger and Dealer.

Guaranteed Money means all amounts which at any time for any reason or circumstance in connection with the Programme or any Notes issued under it, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable, are contingently owing, or remain unpaid, by the Issuer to a Noteholder.

Note Deed Poll means the deed poll originally executed by the Issuer in New South Wales on 11 October 1999.³

Overdue Rate means:

- (a) where an overdue rate is specified in the Pricing Supplement for a Note, that rate; and

¹ The Dealer Agreement has been amended on 12 September 2001, 19 December 2003, 31 March 2006, 22 December 2008, 9 May 2014 and on or about the date of this deed.

² UBS AG, Australia Branch replaced Westpac Banking Corporation as Arranger on 25 December 2005. Westpac Banking Corporation subsequently replaced UBS AG, Australia Branch on 3 October 2024.

³ After the date of this Information Memorandum, Notes will be issued under the Note Deed Poll dated 11 October 1999 as amended and restated on or about the date of this deed.

- (b) in any other case:
- (i) the rate, expressed as a yield per cent per annum (rounded upwards if necessary to two decimal places) calculated by the Arranger as the average of the buying rates on the BBSW references rate page of the Reuters monitor system (or any page which replaces that page) by about 10.30 am (Sydney time) on the first day of that period, for Bills having a tenor of equal or as near as possible to the period for which the interest is payable under clause 5(a) eliminating from the calculation the highest rate so published if one such rate is higher than all the other such rates, and the lowest rate so published if one such rate is lower than all the other such rates; or
 - (ii) if less than three such rates are so published at that time on such a day the buying rate available to the Arranger at about 11.00 am (Sydney time) on that day, as conclusively determined in good faith by the Arranger, for bank accepted Bills having a tenor equal to, or as near as possible to, the period for which interest is payable under clause 5(a).

In this deed unless the contrary intention appears:

- (a) a reference to this deed or another instrument includes any variation or replacement of any of them;
- (b) the singular includes the plural and vice versa; and
- (c) a reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.

2. Deed poll

- 2.1 This deed is executed as a deed poll. Accordingly, each Noteholder has the benefit of, and is entitled to enforce, this deed even though it is not a party to, or is not in existence at the time of execution and delivery of, this guarantee and indemnity.
- 2.2 Each Noteholder may enforce its rights under this guarantee and indemnity independently from each other Noteholder.
- 2.3 Each Noteholder and any person claiming through or under a Noteholder is bound by this deed. The Notes will be issued on the basis that each Noteholder is taken to have notice of, and be bound by, all the provisions of this deed.
- 2.4 The Guarantor is not entitled to assign or transfer all or any of its rights, benefits and obligations under this deed. Each Noteholder is entitled to assign all or any of its rights and benefits under this deed.

3. Guarantee

The Guarantor unconditionally and irrevocably guarantees to each Noteholder the due and punctual payment of the Guaranteed Money. If the Issuer does not pay any amount due to a Noteholder on time and in accordance with the terms and conditions of the Note Deed Poll, then the Guarantor agrees to pay such amount to the Noteholder on demand from the Noteholder. A demand may be made at any time and from time to time.

4. Indemnity

As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies Noteholders against all claims, liabilities, damages, payments or losses arising from, and

any costs, charges or expenses incurred in connection with, a breach by the Issuer of its obligation to pay the Guaranteed Money. It is not necessary for a Noteholder to incur expense or make payment before enforcing that right of indemnity.

5. Interest on overdue amounts

The Guarantor agrees to pay interest on any amount payable under this guarantee and indemnity from when the amount becomes due for payment until it is paid in full. Accumulated interest is payable at the end of each calendar month. The interest rate to be applied to each daily balance is the higher of:

- (a) the Overdue Rate on the date that the money becomes due and payable but is unpaid and each date falling 30 days after that date; and
- (b) the rate fixed or payable under a judgement.

6. Waiver of rights

The Guarantor waives any right it has of first requiring the Noteholder to commence proceedings or enforce any other right against the Issuer or any other person before claiming under this guarantee and indemnity.

7. Continuing security

This guarantee and indemnity is a continuing security and is not discharged by any one payment, by any settlement of account or other matter or thing. It extends to all the Guaranteed Money.

8. Guarantee not affected

The liabilities of the Guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the Noteholders under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:

- (a) a Noteholder granting time or other indulgence to, compounding or compromising with or releasing the Issuer;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of a Noteholder;
- (c) any novation of a right of a Noteholder;
- (d) any variation of a right of a Noteholder;
- (e) the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor;
- (f) the amalgamation, change in constitution, status or control, or reconstruction or reorganisation, of the Guarantor;
- (g) the dissolution, receivership or statutory management of the Issuer; or
- (h) any other matter or thing analogous to the above.

9. Suspension of Guarantor's rights

The Guarantor may not, without the consent of the Noteholders:

- (a) set-off or exercise a right of counterclaim available to it or the Issuer against a Noteholder in reduction of its liability under this guarantee and indemnity;

- (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by a Noteholder in connection with the Programme;
- (c) prove in competition with the Noteholders if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Issuer or the Issuer is otherwise unable to pay its debts when they fall due,

until all money payable to the Noteholders in connection with the Programme is paid.

10. Reinstatement of guarantee

If a claim that all or part of a payment, obligation or transfer to a Noteholder in connection with the Programme or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised then that Noteholder is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if all or part of the payment, obligation or transfer had not occurred.

11. Costs

11.1 The Guarantor agrees to pay or reimburse Noteholders on demand for:

- (a) the Noteholder's costs, charges and expenses properly incurred in making, enforcing and doing anything in connection with this guarantee and indemnity including, but not limited to, legal costs and expenses on a full indemnity basis; and
- (b) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.

11.2 Money paid to a Noteholder by the Guarantor must be applied first against payment of costs, charges and expenses under this clause then against other obligations under this guarantee and indemnity.

12. Notices

12.1 All notices to Noteholders with respect to this deed are valid if:

- (a) made by an advertisement published in The Australian Financial Review or any other newspaper or newspapers circulated in Australia generally; or
- (b) made by prepaid post or delivery to the address of each Noteholder or any relevant Noteholder as shown in the Register at the close of business three Business Days prior to the dispatch of the relevant notice or communication.

12.2 All notices, requests, demands, consents, approvals, agreements or other communications to the Guarantor under this deed must be in writing left at the address of the addressee or sent by prepaid ordinary post (airmail if outside Australia) to the address of the addressee or by facsimile to the facsimile number of the addressee set out below:

Address: Level 18
171 Collins Street
Melbourne VIC 3000

Email: corporate_finance@bhp.com

Attention: Group Treasurer

or such other address or email address as the Guarantor may notify to the Noteholders from time to time.

- 12.3 Unless a later time is specified in it, a notice, approval or other communication takes effect from the time it is received, except that if it is received after 5.00pm in the place of receipt or on a non-Business Day in that place, it is to be taken to be received at 9.00am on the next succeeding Business Day in that place.

13. Deposit and production of deed

- 13.1 This deed must be deposited with and held by the Registrar ("**Custodian**") for so long as any claim made against the Issuer or the Guarantor by any Noteholder in relation to the Notes, this deed or any Transaction Document has not been finally adjudicated, settled or discharged.
- 13.2 The Guarantor acknowledges the right of every Noteholder to the production of this deed in accordance with this clause 13.2.
- 13.3 Within five Business Days of receipt by the Custodian of a request from a Noteholder to do so, the Guarantor must procure that the Custodian provides to that Noteholder (at the Noteholder's expense):
- (a) a certified copy of this deed if required in connection with any legal proceeding, claim or action brought by such Noteholder in relation to its rights under this deed ("**Relevant Proceeding**"); or
 - (b) the original of this deed to a court if the Custodian is satisfied that:
 - (i) such document is required in connection with any Relevant Proceeding;
 - (ii) the relevant Noteholder has taken reasonable steps to ensure that such document will not be lost, damaged or destroyed; and
 - (iii) such document will be returned to the Custodian on request and is capable of being made available in respect of any other legal proceeding, claim or action brought by another Noteholder in relation to such other Noteholder's rights under this deed.
- 13.4 The Custodian is not liable for any loss or damage suffered by any Noteholder in relation to the provision by the Custodian of certified copies of, or the original of, this deed in accordance with clause 13.3 including, without limitation, any loss or damage suffered by a Noteholder who has requested the original of this deed which is at that time produced to a court in connection with a proceeding or action brought by another Noteholder.

14. Payments

- 14.1 All payments by the Guarantor under this guarantee and indemnity must be made in full, without set-off or counterclaim and, subject to clause 14.2, free and clear of any deductions or withholdings in the same manner and currency which the Issuer is (or would have been but for the occurrence of any insolvency event) required to pay under the Transaction Documents.
- 14.2 If at any time, the Guarantor is required by law to make any deduction or withholding in respect of any taxes, duties or other charges or withholdings imposed by the Commonwealth of Australia or any state or territory of Australia from any payments due under this guarantee and indemnity to a Noteholder, the sum due from the Guarantor in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, that Noteholder receives and retains a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made.

15. Currency indemnity

- 15.1 If a judgment, order or proof of debt in connection with this deed is expressed in a currency other than the currency in which an amount is due under this deed, then the Guarantor indemnifies the relevant Noteholder against:
- (a) any difference arising from converting the other currency if the spot rate of exchange for converting the other currency into the due currency available to the Noteholder when the Noteholder receives a payment in the other currency is less favourable to the Noteholder than the rate of exchange used for the purpose of the judgment, order or acceptance of proof of debt; and
 - (b) the costs of conversion.
- 15.2 The Guarantor acknowledges that it may be necessary to convert the other currency through more than one currency to ascertain the spot rate of exchange available to the Noteholder.

16. Governing law

This guarantee and indemnity is governed by the law in force in New South Wales and the Guarantor irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

EXECUTED as a deed in New South Wales.

FORM OF PRICING SUPPLEMENT

The Pricing Supplement that will be issued in respect of each Tranche will be substantially in the form set out below.

Series No.: []

Tranche No.: []

BHP Billiton Finance Limited (ABN 82 008 519 319)
A\$5,000,000,000
Medium Term Note Programme

Issue of

[Aggregate Principal Amount of Tranche]

[Title of Notes]

***Unconditionally and irrevocably guaranteed by
BHP Group Limited***

The date of this Pricing Supplement is [].

This Pricing Supplement (as referred to in the Information Memorandum dated [] in relation to the above Programme) relates to the Tranche of Notes referred to above. It is supplementary to, and should be read in conjunction with the Note Deed Poll dated 11 October 1999 as amended and/or restated from time to time made by BHP Billiton Finance Limited and BHP Group Limited.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

[MiFID II product governance / Professional investors and ECPs only target market — Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. *[Consider any negative target market.]* Any person subsequently offering, selling or recommending the Notes (an “**EU distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, an EU distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[UK MiFIR product governance / Professional investors and ECPs only target market — Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, “**UK MiFIR**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. *[Consider any negative target market.]* Any person subsequently offering, selling or recommending the Notes (a “**UK distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[PRIIPs REGULATION – PROHIBITION OF SALES TO EEA RETAIL INVESTORS –

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[UK PRIIPs REGULATION – PROHIBITION OF SALES TO UK RETAIL INVESTORS –

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the “**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[Singapore Securities and Futures Act Product Classification – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are (i) capital markets products other than ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and (ii) are ‘Specified Investment Products’ (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]

The particulars to be specified in relation to the Tranche of Notes referred to above are as follows:

1.	Issuer	BHP Billiton Finance Limited
2.	Guarantor	BHP Group Limited
3.	Type of Notes	[Fixed Rate Notes / Floating Rate Notes / Zero Coupon Notes / <i>Specify other</i>]
4.	Method of Distribution	[Syndicated Issue/Private Placement]
5.	IWT Notice	The Tax gross-up in respect of the Commonwealth of Australia specified in Condition 8.6 of the Notes is [applicable/not applicable] to this Tranche with effect from the Issue Date.

6.	Dealer[s]	[Specify]
7.	[Joint] Lead Manager[s]	[Specify]
8.	Registrar	[Name and address]
9.	Calculation Agent	[Name and address]
10.	Issuing and Paying Agent	[Name and address]
11.	If to form a single Series with an existing Series, specify date on which all Notes of the Series become fungible, if not the Issue Date	[Not Applicable / Specify]
12.	Aggregate Principal Amount of Series	[Specify]
13.	Aggregate Principal Amount of Tranche	[Specify]
14.	If interchangeable with existing Series	[Specify]
15.	Issue Date	[Specify]
16.	Purchase Price	[Specify]
17.	Denomination(s)	A\$ [Specify amount]
18.	Maturity Date	[Specify]
19.	Maturity Redemption Amount	[Specify]
20.	Record Date	[Specify]
21.	Condition 5.2 for Fixed Rate Notes	[Applicable/Not Applicable]
	(a) Fixed Coupon Amount	[Specify]
	(b) Interest Rate(s)	[Specify]
	(c) Interest Commencement Date	[Issue Date / Specify]
	(d) Interest Payment Dates	[Specify]
	(e) Business Day Convention	[Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention]
	(f) Day Count Fraction	[RBA Bond Basis / specify other]
	(g) Initial Broken Amount	[Specify]
	(h) Final Broken Amount	[Specify]
22.	Condition 5.3 for Floating Rate Notes	[Applicable/Not Applicable]
	(a) Interest Commencement Date	[Issue Date / specify]
	(b) Interest Rate	[ISDA Determination/Screen Rate Determination/BBSW Rate Determination/AONIA Rate Determination/Linear Interpolation]
	(c) Margin	[Specify (state if positive or negative)]

- (d) Interest Payment Dates [Specify]
- (e) Business Day Convention [Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention]
- (f) Day Count Fraction [Actual/365 (Fixed) / specify other]
- (g) Fallback Interest Rate [Specify / Not Applicable]
- (h) Interest Rate Determination [ISDA Determination / Screen Rate Determination / BBSW Rate Determination / AONIA Rate Determination]

[If ISDA Determination applies, specify the following (otherwise delete provisions)]

- (i) Floating Rate Option [Specify]
- (j) Designated Maturity [Specify]
- (k) Reset Date [Specify]

[If Screen Rate Determination applies, specify the following (otherwise delete provisions)]

- (l) Relevant Screen Page [Specify]
- (m) Relevant Time [Specify]
- (n) Reference Rate [Specify]
- (o) Reference Banks [Specify]

[If none are specified, the Reference Banks will be four major banks specified by the Calculation Agent in the inter-bank market that is most closely connected with the Reference Rate]

- (p) Relevant Financial Centre(s) [Specify]

[If BBSW Rate Determination applies, specify the following (otherwise delete provisions)]

- (q) BBSW Rate [As per the Terms and Conditions / specify any variation to Terms and Conditions]
- (r) Maximum and Minimum Interest Rate [Not Applicable / Specify]
- (s) Relevant Financial Centre(s) [Specify]
- (t) Linear Interpolation [Applicable / Not Applicable]
[If applicable, provide details]

[If AONIA Rate Determination applies, specify the following (otherwise delete provisions)]

- (u) AONIA Rate [As per the Terms and Conditions / specify any variation to Terms and Conditions]

(v)	Maximum and Minimum Interest Rate	[Not Applicable / <i>Specify</i>]
(q)	Relevant Financial Centre(s)	[<i>Specify</i>]
(r)	Linear Interpolation	[Applicable / Not Applicable] [<i>If applicable, provide details</i>]
23.	Condition 5.4 for other rates	[Applicable/Not Applicable] [<i>Specify full interest determination provisions, including Interest Commencement Date, rate or calculation basis for interest or actual amounts of interest payable, amount and dates for payment, minimum/maximum rates</i>]
24.	Accrual of interest	[<i>Specify any change to Condition 5.5(d) regarding accrual of interest</i>]
25.	Default Rate	[<i>In the case of interest-bearing Notes, specify rate of interest applying to overdue amounts (if different to usual Interest Rate)</i>]
26.	Overdue Rate	[Applicable / Not Applicable] [<i>If Applicable, specify overdue rates for purposes of clause 5 of the Guarantee</i>]
27.	Amortisation Yield	[<i>Specify (in the case of Zero Coupon Notes)</i>]
28.	Early Redemption Amount (Call) (Condition 6.4(a))	[Applicable / Not Applicable]
(a)	Early Redemption Amount (Call)	[<i>Specify</i>]
(b)	Early Redemption Date	[<i>Specify</i>]
(c)	Minimum / maximum notice period for the exercise of the call option	[<i>Specify</i>]
(d)	Any relevant conditions to exercise of option	[<i>Specify</i>]
(e)	Specify whether redemption at Issuer's option is permitted in respect of some only of the Notes and, if so, any minimum aggregate principal amount and the means by which Notes will be selected for redemption	[<i>Specify</i>]
(f)	Specify if Noteholders are not to receive accrued interest on early redemption at their option	[<i>Specify</i>]
29.	Early Redemption Amount (Residual Call) (Condition 6.4(b))	[Applicable / Not Applicable]
(a)	Early Redemption Amount (Residual Call)	[<i>Specify</i>]
(b)	Early Redemption Date	[<i>Specify</i>]

30.	Early Redemption Amount (Put) (Condition 6.5)	[Applicable / Not Applicable]
	(a) Early Redemption Amount (Put)	[Specify]
	(b) Early Redemption Date	[Specify]
	(c) Minimum / maximum notice period for the exercise of the call option	[Specify]
	(d) Any relevant conditions to exercise of option	[Specify]
	(e) Specify if Noteholders are not to receive accrued interest on early redemption at their option	[Specify]
31.	Early Redemption Amount (Tax)	[Specify]
	(a) If Early Redemption Amount (Tax) is not the outstanding principal amount together with accrued interest (if any) thereon of the Notes, insert amount or full calculation provisions	[Specify]
	(b) Specify if Noteholders are not to receive accrued interest on early redemption for tax reasons	[Specify]
32.	Early Redemption Amount (Default)	[Specify]
	(a) If Early Redemption Amount (Default) is not the outstanding principal amount of the Notes, insert amount or full calculation provisions	[Specify]
	(b) Specify if Noteholders are not to receive accrued interest on early redemption on default	[Specify]
33.	Redemption of Zero Coupon Notes	[Specify any change to Condition 6.6]
34.	Taxation	[Specify the additional circumstances in which an exception to the gross up obligation are to apply pursuant to Condition 8.6]
35.	Other relevant terms and conditions	[Specify any Conditions to be altered, varied, deleted otherwise than as provided above and also any additional Conditions to be included]
36.	ISIN	[Specify]
37.	Common Code	[Specify]
38.	Clearing System	[Austraclear System / specify others]
39.	Prohibition of Sales to EEA Retail Investors	[Applicable / Not Applicable]
40.	Prohibition of Sales to UK Retail Investors	[Applicable / Not Applicable]
41.	Singapore Sales to Institutional Investors and Accredited Investors only	[Applicable / Not Applicable]

42. Other selling restrictions	<i>[Specify any variation to the selling restrictions set out in the Information Memorandum]</i>
43. Listing	<i>[Not Applicable / An application has been made for the Notes to be quoted on the Australian Securities Exchange / specify details of another listing or quotation on a relevant stock or securities exchange]</i>
44. Events of Default	<i>[Specify any additional (or modifications to) Events of Default]</i>
45. Credit ratings	<p><i>[The Notes to be issued are expected to be rated [Specify].</i></p> <p><i>A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.</i></p> <p><i>Credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or Part 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Pricing Supplement and anyone who receives this Pricing Supplement must not distribute it to any person who is not entitled to receive it.]</i></p>
46. Additional or alternate newspapers	<i>[Specify]</i>
47. Additional Information	<i>[Specify]</i>

Confirmed

For and on behalf of

BHP Billiton Finance Limited

By:

Authorised Officer

Date:

SELLING RESTRICTIONS

Pursuant to the Medium Term Note Programme Dealer Agreement dated 11 October 1999 between the Issuer, the Guarantor and the Dealers (as amended, restated and supplemented from time to time) (“Dealer Agreement”), the Notes will be offered by the Issuer through the Dealer. The Issuer will have the sole right to accept any offers to purchase Notes and may reject any such offer in whole or (subject to the terms of such offer) in part. Each Dealer has the right, in its discretion reasonably exercised, to reject any offer to purchase Notes made to it in whole or (subject to the terms of such offer) in part. The Issuer is entitled under the Dealer Agreement to appoint one or more Dealers as a dealer for a particular Tranche of Notes.

Each Dealer has agreed that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Notes; and it will not directly or indirectly offer, sell, resell, re-offer or deliver Notes or distribute the Information Memorandum, any Pricing Supplement, circular, advertisement or other offering material relating to the Notes in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

Neither the Issuer nor any of the Dealers represents that any Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

1. Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (“**Corporations Act**”)) in relation to the Programme or any Notes has been or will be lodged with the Australian Securities and Investments Commission (“**ASIC**”). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, unless the relevant Pricing Supplement provides otherwise, it:

- (a) has not offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of any Notes in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, this Information Memorandum or any other offering material or advertisement relating to any Notes in Australia,

unless (i) the minimum aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in other currencies) (disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act, and (ii) the offer or invitation is not made to a person who is a “retail client” within the meaning of section 761G of the Corporations Act, and (iii) such action complies with all applicable laws, regulations and directives, and (iv) such action does not require any document to be lodged with ASIC.

2. European Economic Area

Unless the Pricing Supplement in respect of any Notes specifies the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell, or otherwise make available any Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation

thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"); and
- (b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

If the Pricing Supplement in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

3. United Kingdom

Prohibition of sales to UK Retail Investors

Unless the Pricing Supplement in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated

by this Information Memorandum as completed by the Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“EUWA”); or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Pricing Supplement in respect of any Notes specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression “an offer of Notes to the public” in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression “UK Prospectus Regulation” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business

and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

4. United States of America

The Notes and the Guarantee have not been and will not be registered under the US Securities Act of 1933, as amended (“**Securities Act**”). Accordingly, the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to, or for the account or benefit of, a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and the regulations thereunder. The applicable Pricing Supplement will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part within the United States or to, or for the account or benefit of, U.S. persons and it will have sent to each Dealer to which it sells Notes during the distribution compliance period, as defined in Regulation S under the Securities Act, a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Until 40 days after the commencement of the offering of any identifiable tranche of Notes, an offer or sale of Notes within the United States by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

5. Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”)) other than:
- (i) to “professional investors” as defined in the SFO and any rules made under the SFO; or
 - (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “C(WUMPO)”) or which do not constitute an offer to the public within the meaning of the C(WUMPO); and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

6. Singapore

Unless the Pricing Supplement in respect of any Notes specifies “Singapore Sales to Institutional Investors and Accredited Investors only” as “Not Applicable”, each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore (the “MAS”). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA, (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

If the Pricing Supplement in respect of any Notes specifies “Singapore Sales to Institutional Investors and Accredited Investors only” as “Not Applicable”, each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge that this Prospectus has not been registered as a prospectus with the MAS. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

In connection with Section 309B of the SFA and the CMP Regulations 2018, the Issuer has, unless otherwise specified before an offer of Notes, determined the classification of all Notes to be issued under the Programme as prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

7. Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Act No. 25 of 1948, as amended, the “**FIEA**”) and each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

8. General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in or clarification of a relevant law, regulation, directive, request or guideline having the force of law or compliance which is in accordance with the practice of responsible financial institutions in the country concerned or any change in or introduction of any of them or in their interpretation or administration. Any such modification will be set out in the relevant Subscription Agreement and in the Pricing Supplement issued in respect of the Notes to which it relates or in a supplement to this Information Memorandum.

AUSTRALIAN TAXATION

*The following is a summary of the Australian tax consequences of an investment in the Notes, based on the Income Tax Assessment Act 1936 (Cth), the Income Tax Assessment Act 1997 (Cth) (collectively, the “**Australian Tax Act**”), the Taxation Administration Act 1953 (Cth) (“**Taxation Administration Act**”), and any relevant regulations, rulings or judicial interpretation and administrative policies and practices, as at the date of this Information Memorandum.*

This summary is general in nature and is not exhaustive. In particular:

- *the summary does not deal with the position of certain classes of holders of Notes (including dealers in securities, custodians or other third parties who hold Notes on behalf of any beneficial holders of Notes);*
- *the summary does not deal with all payments and events that could occur under the terms of the Notes;*
- *the particular terms of issue of any Series of Notes may affect the tax treatment of the Notes; and*
- *the summary does not consider the possible tax implications for investors under the tax laws of jurisdictions other than Australia.*

The summary is not intended to be, nor should it be construed to be, legal or tax advice to any particular investor. Purchasers of Notes should consult their own tax advisers for specific advice regarding the consequences, in their particular circumstances, under Australian tax laws, and the laws of any other taxing jurisdiction, of the ownership of or any dealing in any Notes.

The key defined terms used in this summary are as follows:

“**Australian Holder**” means a holder of Notes who is: (i) an Australian tax resident who does not acquire the Notes in the course of carrying on business at or through a permanent establishment outside Australia; or (ii) a non-resident for Australian tax purposes who acquires the Notes in the course of carrying on business at or through a permanent establishment in Australia.

“**Offshore Associate**” means an Offshore Holder who is an associate (as defined in section 128F(9) of the Australian Tax Act) of the Issuer.

“**Offshore Holder**” means a holder of Notes who is: (i) a non-resident Offshore Holder, being a non-resident for Australian tax purposes who does not acquire the Notes in the course of carrying on a business at or through a permanent establishment in Australia; or (ii) an Australian resident Offshore Holder, being an Australian tax resident who acquires the Notes in the course of carrying on business at or through a permanent establishment outside Australia.

1. Interest Withholding Tax

Debt/equity provisions

Division 974 of the Australian Tax Act contains tests for characterising debt (for all entities) and equity (for companies) for Australian tax purposes, including for the purposes of dividend withholding tax and interest withholding tax (“**IWT**”).

The Issuer intends to issue Notes which are to be characterised as “debt interests” for the purposes of the tests contained in Division 974 of the Australian Tax Act and the returns paid on the Notes are to be characterised as “interest” for the purpose of section 128F of the Australian Tax Act.

Payments of interest under Notes

A payment of interest in respect of a Note issued by the Issuer to an Offshore Holder will be subject to IWT at the rate of 10 per cent. of the gross amount of the payment, unless either:

- the exemption in section 128F of the Australian Tax Act applies; or
- relief from IWT is available under a tax treaty or another exemption under the Australian Tax Act.

A reference to interest includes amounts in the nature of or in substitution for interest, including an amount representing a discount on a security. Deemed interest can arise in certain circumstances where the Notes are disposed of to an Australian Holder and this deemed interest will be subject to IWT, unless the exemption in section 128F applies.

Section 128F exemption

An exemption from IWT is available in respect of interest paid on the Notes if the requirements of section 128F of the Australian Tax Act are satisfied.

The Issuer proposes to issue the Notes in a manner which meets the requirements of the 'public offer test' in section 128F of the Australian Tax Act. In this regard, the Dealers have undertaken to offer the Notes in a manner that will satisfy the public offer test.

The issue of the Notes should satisfy the 'public offer test' if it results from the Notes or interests in the Notes being offered for issue:

- to 10 or more persons carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets who are not "associates" (as defined in section 128F(9) of the Australian Tax Act) of each other;
- to 100 or more qualifying potential investors;
- as a result of being accepted for listing on a stock exchange;
- as a result of negotiations being initiated via electronic or other market sources used by financial markets for dealing in instruments similar to the Notes; or
- to a dealer, manager or underwriter who, under an agreement with the Issuer, offers the Notes for sale within 30 days in one of the preceding methods.

The public offer test will not be satisfied if, at the time of issue, the Issuer knew or had reasonable grounds to suspect that the Notes, or an interest in the Notes, was being, or would later be, acquired either directly or indirectly by an Offshore Associate of the Issuer other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme.

In addition to the prohibition against issuing the Notes to certain Offshore Associates, the section 128F exemption will not be available in respect of interest paid to a person if, at the time when the amount is paid, the Issuer knows, or has reasonable grounds to suspect, that the person is an Offshore Associate other than an Offshore Associate that receives the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme.

Exemption available under certain double tax treaties

If the exemption in section 128F of the Australian Tax Act does not apply, a non-resident Offshore Holder may be eligible for relief from IWT under a tax treaty between Australia and the Offshore Holder's country of residence.

The availability of this exemption will depend on the nature of the Offshore Holder and the provisions of the relevant tax treaty. For instance, the exemption may apply if the Offshore Holder is:

- a "financial institution" (as that term is defined in the relevant tax treaty) in the UK, US or certain other countries that is unrelated to, and dealing wholly independently with, the Issuer; or
- a certain kind of government entity.

Prospective purchasers of Notes should consult their tax advisers regarding their entitlement to benefits under a tax treaty.

Payments under the Guarantee

Australian income tax law does not specifically address the question of whether or not any payment by the Guarantor under the Guarantee, of an amount in respect of interest on a Note would be subject to IWT.

In Taxation Determination TD 1999/26 the ATO concludes that:

- payments by an Australian resident guarantor in respect of interest on debentures should be regarded as interest subject to IWT; and
- such payments should be entitled to the benefit of the exemption contained in section 128F of the Australian Tax Act if payments of interest in respect of those debentures by the issuer would themselves be exempt from Australian IWT under section 128F of the Australian Tax Act.

As such, if the Notes are issued in compliance with section 128F of the Australian Tax Act, then any payment by the Guarantor under the Guarantee of any amount in respect of interest on a Note should not be subject to IWT.

If IWT is payable in respect of guarantee payments made by the Guarantor to Offshore Holders, the Guarantor must pay additional amounts to such Offshore Holders in accordance with the Terms and Conditions of the Notes.

Payments of Additional Amounts

If the Issuer or the Guarantor is compelled by law to deduct or withhold an amount in respect of any Australian withholding taxes, then subject to certain exclusions set out in the Terms and Conditions of the Notes or in the applicable Pricing Supplement (or another relevant supplement to this Prospectus), the Issuer or the Guarantor (as the case may be) must pay to the holder of Notes such additional amounts as may be necessary in order to ensure that the net amount received by the holder of Notes after deduction or withholding equals the amount which would have been received if the deduction or withholding had not been made.

In such circumstances, the Issuer may have an option to redeem those Notes in accordance with the Terms and Conditions of the Notes.

2. Income tax matters

Interest income on Notes

- (a) Non-resident Offshore Holder

If the requirements in section 128F of the Australian Tax Act are satisfied in respect of a Note:

- amounts of interest derived by a non-resident Offshore Holder should not be subject to Australian income tax; and
- any deemed interest that can arise in certain circumstances where the Notes are disposed of to an Australian Holder should also not be subject to Australian income tax.

(b) Australian Holder

An Australian Holder will generally be assessed for Australian tax purposes on the interest income derived on the Notes.

Whether the interest income will be assessed on a cash receipts or accruals basis will depend upon the tax status of the particular Australian Holder, the Terms and Conditions of the Notes and whether the rules on the 'Taxation of Financial Arrangements' ("**TOFA rules**") in Division 230 of the Australian Tax Act apply to the Australian Holder (see below).

Profits or gains on disposal or redemption of Notes

(a) Non-resident Offshore Holder

Any profit or gain made on a disposal or a redemption of a Note by a non-resident Offshore Holder will not be subject to Australian income tax, if such profit or gain does not have an Australian source.

Whether a profit or gain on a disposal of a Note has an Australian source is a question of fact that must be determined on the basis of the circumstances existing at the time of the disposal or redemption.

For a disposal of Notes, in general, the profit or gain should not have an Australian source if the Note is:

- acquired and held by the non-resident Offshore Holder outside Australia;
- held (at all times) in carrying on a business or activities conducted exclusively outside Australia; and
- disposed of to another non-resident, either directly or through a non-resident agent, where all negotiations are conducted outside Australia and all transaction documents are concluded outside Australia.

However, this is not an exhaustive list of the factors that can determine source, nor would the absence of one of these elements, of itself, mean that there is an Australian source. The determination of source will depend on a weighing up of all the relevant circumstances.

If the profit or gain on the disposal or redemption of the Note has an Australian source, the non-resident Offshore Holder may be eligible for relief from Australian tax on such profit or gain, under a tax treaty between Australia and the non-resident Offshore Holder's country of residence. Prospective purchasers of Notes should consult their tax advisers regarding their entitlement to benefits under a tax treaty.

(b) Australian Holder

Any gain or loss made by an Australian Holder, including foreign exchange gains and losses, on the disposal or redemption of a Note will generally be assessable or deductible (as the case may be) for Australian tax purposes.

The precise rules which give effect to the recognition and timing of any such gain or loss will vary depending on the status of the Australian Holder and whether the TOFA rules apply to the Australian Holder (see below).

TOFA rules

The TOFA rules contains rules for the taxation of “financial arrangements” (which will include the Notes) if a Holder is subject to the TOFA rules.

The TOFA rules generally only apply on a mandatory basis to certain taxpayers, having regard to turnover and asset thresholds, although other taxpayers may elect into the regime. The rules contemplate a number of different methods for bringing to account gains and losses in relation to financial arrangements (including the default accruals and realisation methods, and the elective fair value, retranslation, hedging and use of financial accounting records).

If a Holder is subject to the TOFA rules then they should consult their tax advisers in relation to the manner in which gains and losses in relation to the Notes should be recognised.

The TOFA rules do not alter the rules relating to the imposition of Australian IWT. In particular, they do not affect the IWT exemption available under section 128F of the Australian Tax Act (discussed above).

Australian resident Offshore Holder

Specific rules apply to the taxation of Australian residents who derive income in the course of carrying on business at or through a permanent establishment outside Australia. The application of these rules varies depending on the country in which that permanent establishment is located.

Accordingly, Australian resident Offshore Holders should contact their tax advisers for specific advice relating to their particular circumstances.

3. Other Australian tax matters

(a) Stamp duty

No ad valorem stamp duty, issue, registration or similar taxes are payable in Australia on the issue, transfer or redemption of any Notes.

(b) Goods and Services Tax

Neither the issue, acquisition or disposal of Notes, nor the receipt or payment of interest or principal, will give rise to a liability for goods and services tax (“**GST**”) in Australia, on the basis that the supply of Notes will comprise either an input taxed financial supply or (in the case of an offshore purchaser) a GST-free supply.

(c) ABN/TFN Withholding Tax

Section 12-140 of Schedule 1 to the Taxation Administration Act imposes a type of withholding tax at the highest marginal rate of tax for individuals plus the Medicare Levy on the payment of interest on certain registered securities.

If the requirements of section 128F of the Australian Tax Act are satisfied in respect of a Note, then this withholding requirement should not apply to

payments made to a holder of Notes who is a non-resident and who does not hold the Notes in carrying on business at or through a permanent establishment in Australia.

Payments to other classes of holders of Notes may be subject this withholding where the holder does not quote an Australian tax file number or Australian Business Number or provide proof of an appropriate exemption (as applicable).

(d) **Supply Withholding Tax**

Payments in respect of the Notes can be made free and clear of any “supply withholding tax” imposed under section 12-190 of Schedule 1 to the Taxation Administration Act.

(e) **Direction by the Commissioner**

The Commissioner of Taxation may give a direction under section 255 of the Australian Tax Act or section 260-5 of Schedule 1 to the Taxation Administration Act or any similar provision requiring the relevant Issuer to deduct from any payment to any other party (including a holder of Notes) any amount in respect of tax payable by that other party.

(f) **Additional Withholdings from Certain Payments to Non-residents**

Section 12-315 of Schedule 1 to the Taxation Administration Act allows regulations to be made requiring withholding from certain payments to non-residents.

As at the date of the Information Memorandum, no regulations have been made that would require any withholding on payments in respect of the Notes.

(g) **Non-resident Capital Gains Tax Withholding**

Holders of Notes should not be required to withhold any amounts on the acquisition of the Notes, and should not be subject to withholding on disposal or redemption of the Notes under section 14-200 of Schedule 1 to the Taxation Administration Act on the basis that the Notes do not constitute membership interests (for Australian tax purposes) in another entity.

(h) **Substitution of Issuer**

If an Issuer is substituted in accordance with the Terms and Conditions of the Notes, an Australian Holder could be treated for Australian income tax purposes as having disposed of, or had the cancellation of, its Notes for new notes in a taxable transaction, resulting in realisation of gain or loss. Australian Holders should consult their tax advisers with regard to whether any such substitution results in a deemed disposal or cancellation and, if so, the Australian income tax consequences of such deemed disposal or cancellation and of holding the new notes such holder is deemed to receive.

The substitution of an Issuer may also cause the new notes to not be eligible for the IWT exemption under section 128F of the Australian Tax Act. If IWT becomes payable in respect of interest paid on the Notes to Offshore Holders in those circumstances, the Issuer must pay additional amounts to such Offshore Holders in accordance with the Terms and Conditions of the Notes.

DIRECTORY

Issuer	Guarantor
<p>BHP Billiton Finance Limited Level 18 171 Collins Street Melbourne VIC 3000 Telephone: (61 3) 9609 3333 Email: corporate_finance@bhp.com Attention: Group Treasurer</p>	<p>BHP Group Limited Level 18 171 Collins Street Melbourne VIC 3000 Telephone: (61 3) 9609 3333 Email: corporate_finance@bhp.com Attention: Group Treasurer</p>
Arranger	Registrar
<p>Westpac Banking Corporation Level 3 Westpac Place 275 Kent Street Sydney NSW 2000 Telephone: (61 2) 8253 4583 Email: DL.FM.DCM.and.Syndicate@westpac.com.au Attention: Head of DCM, Syndicate & Solutions</p>	<p>BTA Institutional Services Australia Limited Level 2 1 Bligh Street Sydney NSW 2000 Email: ctsydclientservice@bny.com Attention: Global Client Services</p>
I & P Agent	Dealer
<p>BTA Institutional Services Australia Limited Level 2 1 Bligh Street Sydney NSW 2000 Email: ctsydclientservice@bny.com Attention: Global Client Services</p>	<p>Westpac Banking Corporation Level 3 Westpac Place 275 Kent Street Sydney NSW 2000 Telephone: (61 2) 8253 4583 Email: DL.FM.DCM.and.Syndicate@westpac.com.au Attention: Head of DCM, Syndicate & Solutions</p>