

DATED 8 DECEMBER 2021

BHP GROUP PLC

and

BILLITON SVC LIMITED

BUY-BACK AGREEMENT
relating to the Plc Special Voting Share

THIS AGREEMENT is made on the 8th day of December 2021

BETWEEN:

1. **BHP Group Plc**, a company incorporated in England and Wales, whose registered office is at Nova South, 160 Victoria Street, London, SW1E 5LB (registered number 03196209) (the "**Company**"); and
2. **Billiton SVC Limited**, a company incorporated in England and Wales, whose registered office is at 8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG (registered number 04074194) (the "**Seller**").

WHEREAS:

- (A) The Company and BHP Group Limited ("**Limited**") have historically operated under a dual-listed company structure ("**DLC**").
- (B) Subject to shareholder approvals (among other things), the Company and Limited propose to implement the unification of the DLC ("**Unification**") to be effected by way of a scheme of arrangement between the Company and its shareholders in accordance with Part 26 of the Companies Act 2006 (the "**Scheme**").
- (C) The Seller is the holder of the special voting share in the capital of the Company (the "**SVS**").
- (D) In connection with Unification, the Seller has agreed to sell and the Company has agreed to purchase the SVS on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. **BUY-BACK**

Subject to:

- (A) approval by the shareholders of the Company of:
 - (i) as an ordinary resolution, the terms of this Agreement;
 - (ii) as a special resolution, for all purposes, the Class Rights Actions (as defined in the Company's articles of association (the "**Articles**")) in connection with the amendment of article 35(5) of the Articles in connection with the Buy-Back (as defined in this Agreement); and
 - (iii) as a special resolution, the amendment of article 35(5) of the Articles in connection with the Buy-Back (as defined in this Agreement),at a general meeting of the Company ("**Shareholder Approval**"); and
- (B) the sanction by the court of the Scheme ("**Court Sanction**" and, together with Shareholder Approval, the "**Conditions**"),

the Company agrees to purchase and the Seller agrees to sell the SVS on the terms and subject to the conditions of this Agreement (the "**Buy-Back**").

2. DOCUMENTS

On the Completion Date (as defined in this Agreement), the Seller shall provide the Company with a duly executed share transfer form in respect of the SVS (in a form provided by the Company) together with the share certificate in respect of the SVS.

3. CONSIDERATION

The Company shall pay the consideration of US\$0.50 in aggregate (the "**Consideration**") to the Seller on completion of the Buy-Back.

4. WARRANTY

The Seller warrants to the Company that the SVS is and will remain free of all encumbrances up to and including the time that such SVS is transferred to the Company under this Agreement.

5. COMPLETION

Completion shall take place as soon as reasonably practicable following Court Sanction and before the Scheme takes effect or at such other date and time before the Scheme takes effect as the Company may nominate (the "**Completion Date**").

6. GENERAL

6.1 Each party shall do all things and execute all documents necessary to give effect to its obligations under this Agreement and the transactions contemplated by it.

6.2 The Company shall reimburse to the Seller on demand all reasonable costs and expenses reasonably incurred by the Seller in connection with the negotiation, preparation, execution and performance of this Agreement.

6.3 Subject to Clause 6.2, all costs and expenses of each party in connection with the negotiation, preparation, execution and performance of this Agreement shall be for the account of that party.

6.4 This Agreement may be executed in any number of counterparts, and by PDF or other reliable electronic transmission, each of which when executed and delivered is an original and all of which together evidence the same agreement.

7. ENTIRE AGREEMENT

7.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings between them, whether written or oral, relating to its subject matter.

- 7.2 Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

8. THIRD PARTY RIGHTS

Except where expressly provided otherwise in this Agreement, the parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 9.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement is executed by each of the parties on the date first stated above.

SIGNED by MIKE HENRY,
duly authorised for and on behalf of
BHP GROUP PLC

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Director / Authorised Signatory

SIGNED by Mark Filer,
duly authorised for and on behalf of
BILLITON SVC LIMITED

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Director / Authorised Signatory