

# Key information about this Service

## SALE FACILITY SERVICE TERMS AND CONDITIONS – POSTAL

**THESE SALE FACILITY TERMS AND CONDITIONS SHOULD BE READ IN CONJUNCTION WITH THE ACCOMPANYING SHAREHOLDER CIRCULAR (THE "SHAREHOLDER CIRCULAR") CONTAINING THE FULL TERMS AND CONDITIONS OF THE SCHEME OF ARRANGEMENT PROPOSED TO BE MADE BETWEEN BHP GROUP PLC AND THE SCHEME SHAREHOLDERS (AS DEFINED THEREIN) TO IMPLEMENT THE ACQUISITION OF BHP GROUP PLC BY BHP GROUP LIMITED.**

### 1.1 What Service are we providing?

These terms and conditions (the "**Sale Facility Terms and Conditions**") have been sent to you because according to our records at the date these terms and conditions were posted:

- (a) you are a certificated holder on the register of members of BHP Group plc (but are not a member on the branch register of South African shareholders in BHP Group plc) and your registered address is in a Permitted Jurisdiction; and
  - (b) you do not reside in the United States nor act for the account or benefit of persons who reside in the United States; and
  - (c) your aggregate holdings of fully paid ordinary shares in BHP Group plc amount to 400 or less,
- (a "Small Plc UK Register Shareholder" under the Shareholder Circular).

If the Scheme becomes effective in accordance with the terms set out in the Shareholder Circular, we agree to provide you with a postal share dealing service (Service) where you can instruct us to sell all the Shares that you will become entitled to in BHP Group Limited through a Broker on an execution only basis.

If you do not, or will not at 9:00pm (GMT) on 28 January 2022, meet the conditions set out in paragraphs (a) to (c) above, you may not use this Service. If there is any change to the condition set out in paragraph (c) as a result of any change to the terms by BHP Group plc, we will notify you directly.

You can only use this Service to sell all of your Shares. If you instruct us to sell your Shares but your holding of Shares at 9:00pm (GMT) on 28 January 2022 differs from the number of Shares set out in your Sale Facility Election Form then, so long as you still meet the conditions set out in paragraphs (a) to (c) above, we will treat your instruction as an instruction to sell all your Shares.

Please note that the Service is time limited. We must receive your correctly completed Sale Facility Election Form no later than 11.00am on 28 January 2022 in order for you to participate in the Service. We reserve the right to extend this deadline subject to the terms of the Scheme as set out in the Shareholder Circular and provided that BHP Group plc has agreed to such extension.

When you use this Service the agreement between you and us is governed by these legally binding terms and conditions. We are authorised and regulated by the Financial Conduct Authority.

The price of shares can go down as well as up and the income from shares is not guaranteed. You may suffer a loss and receive back less than you originally invested. The price may even change from when you send us an instruction to when we receive it and are actually able to make the transaction. Remember that past performance is no guide to future performance.

Companies wishing to use this Service must execute the Sale Facility Election Form as if it were a deed.

#### Features of the Service

Key features of the Service are:

- This Service only permits you to sell all (and not only part) of your Shares
- Donating your sale proceeds to charity via ShareGift is not a feature of the Service
- We will pay the Broker a fee for providing its service to us
- The Dealing Day that applies to your Service is 31 January 2022

We reserve the right to extend the Dealing Day subject to the terms of the Scheme as set out in the Shareholder Circular and provided that BHP Group plc has agreed to such extension.

Please note that your order will be combined with other orders which may result in a more or less favourable price than if your instruction had been carried out separately. See the *General provisions relating to buying and selling shares* section for further details.

### 1.2 How much will it cost you to use the Service?

We do not charge you a dealing fee for using this Service. BHP Group plc will pay the Broker fee and any associated costs of this Service.

### 1.3 Are we providing you with any advice?

We will not provide you with any investment, taxation or legal advice, or advice on whether or not the sale of shares is right for you. We will not assess the suitability or appropriateness of any product, service or transaction and we will not recommend or invite you to sell or buy shares or donate share sale proceeds. You will not benefit from the protection of the FCA Rules on assessing appropriateness.

It is your responsibility to make sure the Service is right for you and you may wish to seek independent professional advice before using it.

### 1.4 How do you contact us?

You can contact us by post or by telephone on 0344 472 7001 between 08:30 to 17:30 on Business Days. The *Contacting Each Other* section has further details.

### 1.5 How do you keep your personal information up to date?

When we contact you we will use the most recent contact details we have for you on our records. Where we make a payment to you it will be by cheque to the address that we hold for you on the register of members of BHP Group Plc. You must tell us if you change your contact details.

### 1.6 What happens if you are unhappy with the Service?

We will always aim to provide the Service with reasonable care and skill. If you are not happy with any aspect of the Service, please contact us. The *Complaints and Compensation* section has further information. Please note that we limit our liability to you under these terms and conditions. Further information is contained in the *Limits on our Liability* section.

#### List of technical words used in these terms and what they mean

When a word appears in these terms that starts with a capital letter, check to see if it appears in the list of defined terms below for its specific meaning.

<b>"Broker"</b>	means the stockbroker or Market Maker who we use from time to time in order to execute your instructions;
<b>"BHP Group plc"</b>	means BHP Group plc (a company incorporated in England and Wales with registered number 03196209 and whose registered address is at Nova South, 160 Victoria Street, London SE1E 5LB);
<b>"BHP Group Limited"</b>	means BHP Group Limited (a company incorporated in Australia with registered number 49 004 028 077 and whose registered office is at 171 Collins Street, Melbourne, Victoria 3000, Australia);
<b>"Business Day"</b>	means any day on which the London Stock Exchange (LSE) is open for business;
<b>"Dealing Day"</b>	means the day or days stated in the <i>Key Information</i> section provided that the London Stock Exchange is open for business, or when the London Stock Exchange is not open for business, the next such day;
<b>"FCA"</b>	means the Financial Conduct Authority;
<b>"FCA Rules"</b>	means the rules, guidance and principles set out in the FCA handbook;
<b>"Market Maker"</b>	means the broker-dealer firm which buys shares and makes shares available to purchase at published prices in order to facilitate trading;
<b>"Permitted Jurisdiction"</b>	means Argentina, Botswana, Brazil, Chile, Gibraltar, Guernsey, Guinea, Hong Kong, Indonesia, Isle of Man, Jersey, Mexico, Namibia, Paraguay, Peru, South Africa, South Korea, Switzerland, Taiwan or the UK;
<b>"Plc Scheme Record Time"</b>	means 9:00pm (GMT) on 28 January 2022;
<b>"Shares"</b>	means the ordinary shares in BHP Group Limited to which you will become entitled under the terms of the Scheme and in respect of which you will hold a depositary interest in Computershare's Corporate Sponsored Nominee Service;
<b>"Sale Facility Election Form"</b>	means the form which you must complete in order to instruct us to sell all of your Shares, a copy of which is available on BHP's website ( <a href="http://www.bhp.com/unify">www.bhp.com/unify</a> );
<b>"Scheme"</b>	means the scheme of arrangement proposed to be made between BHP Group plc and the Scheme Shareholders (as defined therein) under Part 26 of the Companies Act 2006 and the terms of which are set out in Appendix 1 of the Shareholder Circular;
<b>"Shareholder Circular"</b>	means the shareholder circular dated 8 December 2021 and made available to ordinary shareholders in BHP Group plc and ordinary shareholders in BHP Group Limited for the purposes of the proposed unification of BHP Group plc and BHP Group Limited;

**"us", "we", "our" or "Computershare"** means Computershare Investor Services PLC (Company No: 3498808) whose registered address is The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Financial Services Register No. 188534; and  
**"you"** means the person using this Service.

**Interpretation** We have referred to some statutes, regulations or other rules. References to them include references to them as amended or replaced from time to time. Where we have referred to a time of day this means UK time, unless we say otherwise. Where we start a phrase with the words 'including' or 'include', the phrase is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

# How the Registry Share dealing Service operates

## 2. Selling Shares

*Refer to the Key Information section for further details.*

- 2.1 Subject always to the Scheme becoming effective, and provided you send us a correctly completed Sale Facility Election Form, you can instruct us to sell all your Shares and send you the sale proceeds.
- 2.2 We will send you a contract note confirming your sale.
- 2.3 As the Service is time limited, we must receive your Sale Facility Election Form prior to the date stated in the *Key Information* section (or any extended deadline that we notify you of). We may reject incorrectly completed forms, illegible forms or forms that do not enclose the correct documents.
- 2.4 Where we hold a cash-balance for you at the end of a quarter we will send you a statement. We will continue to send you a statement on a quarterly basis (i.e. at regular intervals not less than four times a year) for as long as we hold a cash balance for you. You may request statements more frequently, but we may charge you for providing these.

## 3. How and when we will sell your Shares

- 3.1 You may instruct us to sell your Shares by posting a completed Sale Facility Election Form to our address shown in the *Contacting Each Other* section with any supporting documentation such as marriage certificate or power of attorney.
- 3.2 If you ask us to sell your Shares we will do so on the Dealing Day set out in the *Key Information* section. We must receive your instructions prior to the date stated in the *Key Information* section (or any extended deadline that we notify you of).
- 3.3 We will only accept one share dealing instruction from you to sell your Shares. You are not able to set a minimum price at which your Shares are to be sold. We use a Broker to carry out your instructions.
- 3.4 If you instruct us to sell your Shares but your holding of Shares at 9:00pm (GMT) on 28 January 2022 differs from the number of Shares set out in your Sale Facility Election Form then, so long as you still meet the conditions set out in the *Key Information Section*, we will treat your instruction as an instruction to sell all your Shares.
- 3.5 If you receive a benefit (such as a dividend) in respect of Shares which you have sold, you may need to pay or transfer that benefit to the new owner of the Shares. We will contact you if we become aware of this. You may then lose your benefit entitlement, from the day on which the Shares are traded on the relevant exchange, not from when the transfer is registered by the relevant registrar. If we are aware of a claim when we receive the money we may deduct any relevant amount from the proceeds of sale.
- 3.6 When we receive the monies from the Broker we will send a cheque in pounds sterling to the address that we hold for you on the register of members of BHP Group plc. We will not accept any instructions to make cheques payable to anyone whose name does not appear on the Sale Facility Election Form. Subject to receipt of the monies from the Broker, we will send your cheque as soon as reasonably practical and within twenty Business Days of the date that the BHP Group Limited shares are issued pursuant to the Scheme.

## 4. What are our Costs?

- 4.1 Our costs are set out in the *Key Information* section.
- 4.2 All our fees, commissions and charges are inclusive of any applicable VAT unless specifically stated otherwise. Our dealing and currency conversion fees are exclusive of VAT, but currently no VAT is applicable to these fees.
- 4.3 Where the *Key Information* section states that we will pay the Broker a fee for providing its service to us, the fee will be paid by BHP Group plc. The Broker will send us the sale proceeds and we will then send these to you. We will not send you the proceeds until we have received them from the Broker. If you would like further information on this arrangement please contact us using the details in the *Contacting Each Other* section.

## 5. General provisions relating to selling Shares

- 5.1 If you instruct us to deal in your Shares then we will take reasonable care in appointing a Broker to carry out your instructions from our panel of approved Brokers, listed in our Order Handling Policy. We and the Broker will then take all sufficient steps to obtain the best possible results for you.
- 5.2 Through the appointed Broker, we will execute your orders on the London Stock Exchange.
- 5.3 We and the Broker have to get you the best price reasonably available when we deal on your behalf. We or the Broker may therefore sometimes delay a transaction for several Business Days if we think that is in your best interests.
- 5.4 We will only accept instructions on the Sale Facility Election Form. We will not accept instructions given by fax, email, telephone or on photocopied form.
- 5.5 We may reject instructions from you. We will notify you in writing as soon as possible if we decide not to accept an instruction from you. You may cancel any instructions to sell Shares by contacting us no later than 11am on 28 January 2022 (or any extended deadline that we notify you of). Where we receive a Sale Facility Election Form on a day which is not a Business Day it will be treated as having arrived on the next Business Day.
- 5.6 We will only act on an instruction sent under a power of attorney if you send the original power of attorney or a copy certified by a solicitor or notary public to us by post, which will be inspected and returned to you.
- 5.7 If you wish for any transaction in your Shares to be carried out in joint names then everyone who is a joint holder must sign the relevant form.
- 5.8 We will send you a contract note one Business Day after the Broker has confirmed to us the sale of Shares. The contract note will detail the number of Shares sold on your behalf, and the price they were sold for.
- 5.9 When we execute your instruction we are irrevocably and unconditionally appointed to act as your agent. We will then carry out your instructions as your agent, which means that we will have your authority to sign, complete and deliver any transfer form or other document, or do anything else which we think is necessary to carry out your instructions. When you instruct us as your agent you confirm to us that you are entitled to do so and that no one else has any rights over your shares.
- 5.10 We will combine your order with orders received from other clients using the Service. The Broker may combine your order with orders received from their other clients. This may result in a more or less favourable price than if your instruction had been carried out separately. Where the Broker executes a number of instructions for us then it may average the price obtained for all the orders if different instructions were dealt at different prices.

- 5.11 Where trading in your Shares is halted or suspended we will not be able to process any outstanding instructions you have given us until trading resumes. In the meantime we will treat your money as described in the *General* section. We accept no responsibility for the impact that any such suspension may have on the price we may then have to buy or sell your shares for.
- 5.12 Where the overall transaction is above a certain size then we may need two UK Business Days (or more) to process it.
- 5.13 When you instruct us to deal for you, there may be occasions when we are unable to complete a transaction. When this happens you agree that we may carry out further trades to complete the transaction you originally instructed. We will act in compliance with our Order Handling Policy in order to correct any errors.

# General information

## 1. Limits on our Liability

- 1.1 We will provide the Service with reasonable care and skill.
- 1.2 We are not liable for losses unless they are foreseeable by each of us at the time we enter into an agreement governed by these terms and conditions and are caused by our breach of these terms and conditions, negligence, wilful default or fraud.
- 1.3 We are not liable for losses or expenses suffered by you that are caused by:
- (a) your failure to obey the law;
  - (b) third parties (which for this purpose includes banks, custodians and central securities depositories but otherwise excludes our own sub-contractors) subject to the provisions of these terms and conditions;
  - (c) documents getting lost or delayed in the post;
  - (d) delays over the internet before your communication reaches our website;
  - (e) your online communication being intercepted or hacked before it reaches our website;
  - (f) any planned maintenance that we have to carry out which will normally take place outside Business Hours;
  - (g) fraudulent instructions;
  - (h) us acting on your instructions; and/or
  - (i) unclear instructions.
- 1.4 We are not liable for any indirect losses or consequential loss of any kind and in any event we are not liable for:
- (a) loss of opportunity (including investment opportunity);
  - (b) loss of potential future income, revenue, or increase in value;
  - (c) loss of income including interest;
  - (d) loss of goodwill;
  - (e) loss of anticipated savings; or
  - (f) any wasted time,
- whether they amount to direct or indirect loss.
- 1.5 Nothing in these terms and conditions excludes or limits in any way our liability for:
- (a) death or personal injury caused by our negligence; or
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other matter for which it would be illegal or unlawful for us to exclude or limit or attempt to exclude or limit our liability.
- 1.6 We shall not be responsible for delays or failure to perform the Service due to circumstances beyond our reasonable control which may include for example market conditions, halts on trading in a market, power failures or natural disasters. Where we do suffer such delays we will try to resume the Service as soon as reasonably possible.
- 1.7 Where we have sent you details on how to access your account online it is your responsibility to keep these details secure. So if you suspect that any of these details have been obtained by anyone else you must tell us immediately, or you will be liable for any fraudulent instructions that we may receive as we will always accept any instructions as valid if they contain these details. If you have any doubt about an instruction you should telephone us immediately.
- 1.8 You accept responsibility for all instructions you send to us or arrange to be sent to us on your behalf.

## 2. Contacting Each Other

- 2.1 If you want to contact us then you may do so using the details in the *Key Information* section or by writing to us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ. We will normally contact you by email if we have your email address, otherwise we will use the post.
- 2.2 When we send you a communication we will treat it as received by you if:
- (a) delivered by hand or courier, on delivery;
  - (b) sent by UK domestic post, two Business Days after sending;
  - (c) sent by international post (outside the UK), five Business Days after sending; and
  - (d) delivered by email or via our website, immediately.
- 2.3 We provide these terms and conditions in English and we will only communicate with you in English when providing the Service. If we translate these terms and conditions into another language they should be treated as being informative only. We will only be bound by the English version of these terms and conditions which govern the Service.

## 3. General

- 3.1 We reserve the right to reject instructions from you. We may do this if we think we need to obtain further information from you, or to comply with any legal requirements (for example: obtaining evidence of identity to comply with money laundering regulations), if it's incorrectly completed, or to investigate any other issues we may have with your instructions. We will notify you in writing as soon as possible if we decide not to accept an instruction from you. By agreeing to use this Service, you give us permission to check your identity using electronic identity checking services where necessary.
- 3.2 We will not do anything which we think would or might break any relevant laws, rules, regulations or codes, or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.
- 3.3 When we provide you with the Service you agree that we can hold your money in a UK bank chosen by us. Under the law that will apply, we will not be responsible for anything a UK bank does or fails to do with your money. The money will be held in a separate pooled client money bank account together with other clients' monies but separate from our money. You will still have the same rights to your money. The account will be governed by the FCA Rules on client money. All money belonging to clients will be held on trust for the sole benefit of clients. We will not pay interest on monies we hold for you. If the bank becomes insolvent we will try to recoup your money on your behalf. If there is a shortfall in the money held in the client money account, all clients will share any shortfall proportionately. In this situation you may not recover all your money. You may then be able to make a claim under the Financial Services Compensation Scheme (FSCS). Sometimes, in exceptional circumstances, it may be necessary for us to hold your money in a bank based outside of the UK (for example, to facilitate payments to you if you are based outside the UK). If so, we will take all reasonable steps to protect your money in line with local laws, which may be different from the laws in the UK. Your rights if the bank becomes insolvent may be reduced in this instance.
- 3.4 If we hold your money and there has been no movement in your balance for at least six years, other than for charges we may have levied, we may remove this money from the client money bank account and donate it to a registered charity of our choice. You may later claim this sum of money back from us, but you will not be entitled to claim any interest on it. We will let you know at least 28 days before we do this by writing to you at the last email or postal address we have for you. Where the amount is no more than £25 (or equivalent) and you fail to claim it before

the 28 day notice period expires we will donate the money without attempting to contact you again. If the amount is more than £25 (or equivalent) after the 28 day notice period expires, we will make at least one further attempt to contact you using other means, before donating the money to charity.

- 3.5 If we move all or part of our business to another provider, after the move is complete we will no longer hold your money in the client money bank account. We will exercise due skill, care and diligence in assessing whether the provider that we are transferring your client money to will follow the requirements of the FCA Rules or apply adequate equivalent measures to protect your client money.
- 3.6 Where we owe you money we will round down the monies payable to the nearest penny. Where you owe us money we will round it up to the nearest penny. In each case we will keep the difference for our own benefit.
- 3.7 We may withdraw the Service from you immediately due to a change in law or regulation or because we find out that you are not entitled to participate in the Service under local laws. We will settle any outstanding instructions from you before we do this, in so far as we are permitted to do so by law.
- 3.8 In offering the Service we will treat you as a "retail client". As a retail client you are protected by the FCA Rules and you may be eligible for compensation under the FSCS, as described further in the *Complaints and Compensation* section.
- 3.9 Conflicts of interest which may be detrimental to you, may arise between us, our agents, our other corporate clients, our employees and those who use this service. We will make every effort to identify and prevent such conflicts. Where this is not possible, we will manage and mitigate the conflicts. Where we cannot prevent, manage or mitigate such conflicts we will disclose details to you. You may obtain a copy of our Conflicts of Interest Policy, which we update regularly, on our website or you may request a copy by writing to us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom.
- 3.10 Only you or us have any right to enforce these terms and no third party has any right to enforce any of the terms by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 3.11 These terms and conditions are governed by the laws of England. You agree that any action must be brought in an English Court.
- 3.12 If any of these terms and conditions is found to be unfair we will not be able to rely upon it. However that will not have any impact on the other terms and conditions which will remain in force.
- 3.13 You may not use this Service in a country where it would be either illegal to do so or that would require us to observe regulatory procedures or legal formalities in addition to those required in England and Wales.

#### **4. Data Protection**

- 4.1 In order to provide the Service to you we need to use your personal information. We may also transfer your personal information to other countries which have different data protection laws. We will only do this if we are satisfied that there are adequate safeguards in place to protect your personal information.
- 4.2 For full details about how we use and share your personal information please see our Privacy Policy, which is available on our website or you may request a copy by writing to us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom. The Privacy Policy also explains your rights in relation to your personal information and how you can exercise them.

#### **5. Complaints and Compensation**

- 5.1 If you are dissatisfied with the Service we have provided you or wish to receive a copy of our complaints procedure please write to us or find a copy of our complaints procedure on our website. If we cannot resolve your complaint, you may refer it to the Financial Ombudsman Service, Telephone: +44 (0)800 023 4567 (free from UK landlines) or 0300 123 9123 (from UK mobiles) or at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).
- 5.2 Under the FSCS you may be entitled to compensation if we cannot meet our financial obligations. You may be covered for up to 100% of the first £85,000 (or equivalent) of your investments (i.e. a maximum of £85,000 per person). Where we hold your money in a client bank account and the relevant UK approved bank becomes insolvent, you may be covered under the FSCS for up to £85,000 of the money on deposit with that bank. Details about our external banking partners are available on request. These amounts may be subject to change. Where we are required to hold your client money in a jurisdiction outside the UK, your rights in the event of insolvency may be reduced. Further details of your rights under the FSCS can be found here: [www.fscs.org.uk](http://www.fscs.org.uk).

Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority, Registered Office: 12 Endeavour Square, London, E20 1JN. Computershare Investor Services PLC is on the Financial Conduct Authority Register with registration number 188534. Computershare Investor Services PLC is registered in England & Wales, Company No. 3498808, Registered Office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.