UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO SECTION 13A-16 OR 15D-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of September 2022

Commission File Number: 001-41226

Tritium DCFC Limited

(Translation of registrant's name into English)

48 Miller Street
Murarrie, QLD 4172
Australia
+61 (07) 3147 8500
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

Committed Equity Facility

Purchase Agreement and Registration Rights Agreement

On September 2, 2022, Tritium DCFC Limited (the "***Company***") entered into an Ordinary Shares Purchase Agreement (the "***Purchase Agreement***") and a Registration Rights Agreement (the "***Registration Rights Agreement***") with B. Riley Principal Capital II, LLC ("***B. Riley Principal Capital II***"). Pursuant to the Purchase Agreement, subject to the satisfaction of the conditions set forth in the Purchase Agreement, the Company has the right to sell to B. Riley Principal Capital II up to $75,000,000 in aggregate gross purchase price of newly issued shares of the Company's Ordinary Shares, no par value per share (the "***Ordinary Shares***"), from time to time during the term of the Purchase Agreement. Sales of Ordinary Shares pursuant to the Purchase Agreement, and the timing of any sales, are solely at the option of the Company, and the Company is under no obligation to sell any securities to B. Riley Principal Capital II under the Purchase Agreement.

Upon the initial satisfaction of the conditions to B. Riley Principal Capital II's subscription and purchase obligation set forth in the Purchase Agreement (the "***Commencement***"), including that a registration statement registering under the Securities Act of 1933, as amended (the "***Securities Act***"), the resale by B. Riley Principal Capital II of Ordinary Shares issued to it by the Company under the Purchase Agreement, which the Company agreed to file with the U.S. Securities and Exchange Commission (the "***SEC***") pursuant to the Registration Rights Agreement, is declared effective by the SEC and a final prospectus relating thereto is filed with the SEC, the Company will have the right, but not the obligation, from time to time at its sole discretion over the 24-month period from and after the Commencement, to direct B. Riley Principal Capital II to subscribe for and purchase a specified maximum amount of Ordinary Shares, not to exceed certain limitations as set forth in the Purchase Agreement (each, a "***VWAP Purchase***"), by delivering written notice to B. Riley Principal Capital II prior to the commencement of trading of the Ordinary Shares on The Nasdaq Capital Market ("***Nasdaq***") on any trading day (the "***Purchase Date***"), so long as (i) the closing sale price of the Ordinary Shares on the trading day immediately prior to such Purchase Date is not less than a specified threshold price as set forth in the Purchase Agreement and (ii) all Ordinary Shares subject to all prior VWAP Purchases and all prior Intraday VWAP Purchases (as defined below) by B. Riley Principal Capital II under the Purchase Agreement have been received by B. Riley Principal Capital II prior to the Company's delivery of such applicable purchase notice to B. Riley Principal Capital II.

The per share purchase price that B. Riley Principal Capital II is required to pay for the Ordinary Shares in a VWAP Purchase effected by the Company pursuant to the Purchase Agreement, if any, will be determined by reference to the volume weighted average price of the Ordinary Shares (the "***VWAP***"), calculated in accordance with the Purchase Agreement, for the period (the "***Purchase Valuation Period***") beginning at the official open (or "commencement") of the regular trading session on Nasdaq on the applicable Purchase Date for such VWAP Purchase, and ending at the earliest to occur of (i) 3:59 p.m., New York City time, on such Purchase Date or such earlier time publicly announced by the trading market as the official close of the regular trading session on such Purchase Date, (ii) such time that the total aggregate number (or volume) of the Ordinary Shares traded on Nasdaq during such Purchase Valuation Period (calculated in accordance with the Purchase Agreement) reaches the applicable share volume maximum amount for such VWAP Purchase calculated in accordance with the Purchase Agreement, and (iii) such time that the trading price of the Ordinary Shares on Nasdaq during such Purchase Valuation Period (calculated in accordance with the Purchase Agreement) falls below the applicable minimum price threshold for such VWAP Purchase specified by the Company in the applicable purchase notice for such VWAP Purchase, or if the Company does not specify a minimum price threshold in such purchase notice, a price equal to 75.0% of the closing sale price of the Ordinary Shares on the trading day immediately prior to the applicable Purchase Date for such VWAP Purchase (the "***Minimum Price Threshold***"), less a fixed 3.0% discount to the VWAP for such Purchase Valuation Period.

In addition to the regular VWAP Purchases described above, after the Commencement, the Company will also have the right, but not the obligation, subject to the continued satisfaction of the conditions set forth in the Purchase Agreement, to direct B. Riley Principal Capital II to subscribe for and purchase, on any trading day, including the same Purchase Date on which a regular VWAP Purchase is effected (as applicable), a specified amount of Ordinary Shares, not to exceed certain limitations set forth in the Purchase Agreement that are similar to those that apply to a regular VWAP Purchase (each, an "***Intraday VWAP Purchase***"), by the delivery to B. Riley Principal Capital II of an irrevocable written purchase notice, after 10:00 a.m., New York City time, and prior to 3:30 p.m., New York City time, on such Purchase Date.

The per share purchase price for the Ordinary Shares that the Company elect to sell to B. Riley Principal Capital II in an Intraday VWAP Purchase pursuant to the Purchase Agreement, if any, will be calculated in the same manner as in the case of a regular VWAP Purchase (including the same fixed percentage discounts to the applicable VWAP as in the case of a regular VWAP Purchase, as described above), provided that the VWAP for each Intraday VWAP Purchase effected on a Purchase Date will be calculated over different Purchase Valuation Periods on such Purchase Date, each of which will commence and end at different times on such Purchase Date (the "***Intraday Purchase Valuation Period***").

There is no upper limit on the price per share that B. Riley Principal Capital II could be obligated to pay for the Ordinary Shares the Company may elect to sell to it in any VWAP Purchase or any Intraday VWAP Purchase under the Purchase Agreement. The purchase price per Ordinary Share that the Company may elect to sell to B. Riley Principal Capital II in a VWAP Purchase and an Intraday VWAP Purchase under the Purchase Agreement will be equitably adjusted for any reorganization, recapitalization, non-cash dividend, share split, reverse share split or other similar transaction occurring during the applicable Purchase Valuation Period for such VWAP Purchase or during the applicable Intraday Purchase Valuation Period for such Intraday VWAP Purchase.

From and after Commencement, the Company will control the timing and amount of any sales of Ordinary Shares to B. Riley Principal Capital II. Actual sales of Ordinary Shares to B. Riley Principal Capital II under the Purchase Agreement will depend on a variety of factors to be determined by the Company from time to time, including, among other things, market conditions, the trading price of the Ordinary Shares and determinations by the Company as to the appropriate sources of funding for the Company and its operations.

The Company shall not allot, issue or sell any Ordinary Shares to B. Riley Principal Capital II under the Purchase Agreement which, when aggregated with all other Ordinary Shares then beneficially owned by B. Riley Principal Capital II and its affiliates (as calculated pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and Rule 13d-3 thereunder), would result in B. Riley Principal Capital II beneficially owning more than 4.99% of the outstanding Ordinary Shares.

The net proceeds from sales, if any, under the Purchase Agreement, will depend on the frequency and prices at which the Company sells Ordinary Shares. To the extent the Company sells shares under the Purchase Agreement, the Company currently plans to use any proceeds for working capital and general corporate purposes.

There are no restrictions on future financings, rights of first refusal, participation rights, penalties or liquidated damages in the Purchase Agreement or Registration Rights Agreement, other than a prohibition (with certain limited exceptions) on entering into a "Dilutive Issuance" (as such term is defined in the Purchase Agreement) during the period beginning two (2) trading days in advance of a Purchase Date (as such term is defined in the Purchase Agreement) and ending five (5) trading days following the settlement and issuance of shares in connection with such Purchase Date.

B. Riley Principal Capital II has agreed not to engage in or effect, directly or indirectly, for its own principal account or for the principal account of its sole member, any of their respective officers, or any entity controlled by B. Riley Principal Capital II or its sole member, any short sales of the Ordinary Shares or hedging transaction that establishes a net short position in the Ordinary Shares during the term of the Purchase Agreement.

The Purchase Agreement and the Registration Rights Agreement contain customary representations, warranties, conditions and indemnification obligations of the parties. The representations, warranties and covenants contained in such agreements were made only for the purposes of such agreements, were solely for the benefit of the parties to such agreements and may be subject to limitations agreed upon by the contracting parties.

The Purchase Agreement will automatically terminate on the earliest to occur of (i) the first day of the month next following the 24-month anniversary after the Commencement, (ii) the date on which B. Riley Principal Capital II shall have subscribed for and purchased $75,000,000 of Ordinary Shares from the Company under the Purchase

Agreement, (iii) the date on which the Ordinary Shares shall have failed to be listed or quoted on a U.S. national securities exchange for a period of one trading day, (iv) the thirtieth trading day following the date on which the Company commences a voluntary bankruptcy proceeding or any person commences a proceeding against the Company, and (v) the date on which a custodian is appointed for the Company or for all or substantially all of its property, or the Company makes a general assignment for the benefit of its creditors. The Company has the right to terminate the Purchase Agreement at any time after Commencement, at no cost or penalty, upon ten trading days' prior written notice to B. Riley Principal Capital II. The Company and B. Riley Principal Capital II may also agree to terminate the Purchase Agreement by mutual written consent, provided that no termination of the Purchase Agreement will be effective during the pendency of any VWAP Purchase or any Intraday VWAP Purchase that has not then fully settled in accordance with the Purchase Agreement. Neither the Company nor B. Riley Principal Capital II may assign or transfer its respective rights and obligations under the Purchase Agreement or the Registration Rights Agreement.

As consideration for B. Riley Principal Capital II's commitment to subscribe for and purchase Ordinary Shares at the Company's direction upon the terms and subject to the conditions set forth in the Purchase Agreement, upon execution of the Purchase Agreement, the Company issued 112,236 Ordinary Shares to B. Riley Principal Capital II. Furthermore, the Company has agreed to reimburse B. Riley Principal Capital II, within ten (10) trading days of the execution of the Purchase Agreement and Registration Rights Agreement, an amount up to $100,000, exclusive of disbursements and out-of-pocket expenses, for B. Riley Principal Capital II's preparation, negotiation, execution and delivery of the transaction documents and legal due diligence of the Company.

The securities that have been and may be issued by the Company to B. Riley Principal Capital II pursuant to the Purchase Agreement are being issued in reliance upon the exemption from the registration requirements of the Securities Act afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D promulgated thereunder. The Company is relying on these exemption from registration in part on representations made by B. Riley Principal Capital II in the Purchase Agreement.

Debt Facility and Warrants

Senior Loan Note Subscription Agreement

On September 2, 2022, Tritium Pty Ltd (as borrower) and the Company, among others, entered into a Senior Loan Note Subscription Agreement (the "***LNSA***") with HealthSpring Life & Health Insurance Company, Inc, Cigna Health and Life Insurance Company, Barings Target Yield Infrastructure Debt Holdco 1 S.À R.L., Martello Re Limited and REL Batavia Partnership, L.P. (the "***Facility A Lenders***"), for a principal amount of $150.0 million ("***Facility A***"), subject to certain conditions, to, among other purposes, refinance the existing $90.0 million Senior Loan Note Subscription Agreement of December 7, 2021 and provide additional funding for working capital and general corporate purposes of the Company and its subsidiaries. The LNSA includes an accordion mechanism by which Tritium Pty Ltd may, subject to certain conditions, seek commitments from any Facility A Lender or any of their respective nominees for a single additional USD term loan of up to $10.0 million in aggregate on equivalent terms to Facility A (once committed, such loan being the "***Accordion Facility***") which is to be utilized only after Facility A has been fully drawn. The effective date under the Accordion Facility must occur by 30 days from (and including) the first Utilisation Date (as defined in the LNSA) under Facility A. Facility A and, if committed and made available, the Accordion Facility both become due 36 months after the first Utilisation Date for Facility A. The debt funding under the LNSA is subject to certain financial covenants. Interest on borrowings for each Facility under the LNSA is subject to an interest rate of 8.50% per annum and accrued interest is payable quarterly, with any accrued but unpaid interest outstanding on the termination date thereof (or earlier date that the Facility (or Facilities, as applicable) under the LNSA are repaid) being payable on such date.

Subscription and Registration Rights Agreement and Warrant Agreement

In connection with the financing transactions contemplated by the LNSA, on September 2, 2022, the Company issued to the Facility A Lenders or their affiliates (the "Holders") an aggregate of 2,030,840 warrants to subscribe for and purchase Ordinary Shares of the Company (the "Warrants") pursuant to the Subscription and Registration Rights Agreement, dated September 2, 2022 (the "Subscription Agreement"), by and among the Company and the parties listed under Holder on the signature pages thereto, and the Warrant Agreement, dated as of September 2, 2022 (the "Warrant Agreement"), by and among the Company, Computershare Inc., a Delaware corporation, and its affiliate, Computershare Trust Company, N.A., a federally chartered trust company.

The Subscription Agreement provides for the grant of the Warrants with the terms and conditions described in the Subscription Agreement and the Warrant Agreement. The Subscription Agreement also contains certain registration rights granted by the Company to the Holders. The Holders were initially granted an aggregate of 2,030,840 Warrants on September 2, 2022, which was determined by multiplying (i) by (ii), where: (i) is the quotient of (x) $14,500,000 divided by (y) the VWAP of the Ordinary Shares on the Nasdaq Stock Market for the thirty (30) trading days preceding, but excluding, the date that the Utilisation Request (as defined in the LNSA) was submitted under the LNSA (the "Initial Share Price"); and (ii) is the sum of 1 plus the quotient of (A) the Exercise Price (as defined in the Subscription Agreement) divided by (B) the Initial Share Price. Based on the submission of the Utilisation Request under the LNSA on September 2, 2022, the Initial Share Price was determined to be $7.14 per share. Each Warrant will initially be exercisable for one Ordinary Share, subject to adjustment as described in the Warrant Agreement, and will have an Exercise Price of $0.0001 per share. The Subscription Agreement also allows for a joinder to be executed for the issuance of up to 135,389 additional Warrants to new parties to the Subscription Agreement in connection with the exercise of the Accordion Facility under the LNSA.

The Subscription Agreement also provides for certain registration rights for the Holders. Namely, within forty-five (45) calendar days after the Financial Close, the Company will file a resale registration statement with the SEC (at the Company's sole cost and expense), pursuant to which the Registrable Securities (as defined in the Subscription Agreement) held by or issuable to the Holders will be registered for resale on a continuous basis, and the Company will use its commercially reasonable efforts to have the resale registration statement declared effective as soon as reasonably practicable after the filing thereof. In certain circumstances, the holders party thereto can demand the Company's assistance with underwritten offerings. Such holders are entitled to customary piggyback registration rights.

The Warrant Agreement provides that the Warrants shall vest and become exercisable by each Holder as follows: (a) one third of the Warrants will vest and be immediately exercisable upon Financial Close; (b) one third of the Warrants will vest and be exercisable on the date that is nine (9) months after the date of the Financial Close; and (c) one third of the Warrants will vest and be exercisable on the date that is eighteen (18) months after the date of the Financial Close.

The Warrants will be subject to accelerated vesting upon the occurrence of certain events, including: (a) the closing price per Ordinary Share on the Nasdaq Stock Market over any consecutive fifteen (15)-day period following the date of the Financial Close is equal to or greater than, two times the Initial Share Price; (b) there is a material breach by the Company of the Warrant Agreement, the Subscription Agreement or the LNSA; (c) there is an Event of Default (as defined in the LNSA); or (d) a third party other than the Holders announces, or the Company announces, an intention to proceed with a transaction that would reasonably be likely to result in a Change of Control (as defined in the LNSA) or any other transaction having a substantially similar effect.

Under the Warrant Agreement, all unvested Warrants expire upon the earlier to occur of (a) the repayment of the loans under the LNSA and termination of the LNSA or (b) the termination of the LNSA in connection with the non-occurrence of Financial Close.

Vested Warrants are exercisable by the Holder by paying the Exercise Price for each Ordinary Share as to which the Warrant is exercised as well as any and all taxes due in connection with the exercise of the Warrant and the issuance of such Ordinary Shares. The Warrant Agreement also provides for the exercise of the Warrants on a "cashless basis" whereby such number of Ordinary Shares that are issuable upon exercise of a Warrant with a fair market value (being the closing price of Ordinary Shares on the Nasdaq Stock Market as of the exercise date) equal to the aggregate Exercise Price are withheld from issue. After one (1) year from the Financial Close, Holder are only permitted to exercise their Warrants on a "cashless basis."

The Warrants contain certain value protection features including a Guaranteed Value (as defined in the Warrant Agreement) provision and customary anti-dilution provisions. The Guaranteed Value provision provides that within three (3) business days of receiving an exercise notice from a Holder, the Company shall calculate the value of the Ordinary Shares subject to issuance upon exercise of the Warrants (prior to any adjustment) using a formula incorporating the VWAP of the Ordinary Shares on the Nasdaq Stock Market for the five (5) trading days immediately preceding the exercise date in order to determine the current Share Valuation (as defined in the Warrant Agreement). If the Share Valuation is less than the Guaranteed Value, the Company shall, on the issuance date of the subject Ordinary Shares, either: (a) pay the difference between the Share Valuation and the Guaranteed Value (the "Value Difference") to such Holder or as it may direct, in cash; or (b) adjust the number of Ordinary Shares issuable on the issuance date to include additional Ordinary Shares to such Holder ("Additional Warrant Shares"), where such number of Additional Warrant Shares will be calculated as the Value Difference, divided by the 5-day VWAP (rounded up to the nearest whole Ordinary Share). The Guaranteed Value shall be calculated by multiplying the number of Ordinary Shares issuable pursuant to such exercise by the Initial Share Price and by the percentage in the following table that corresponds to the last date before the relevant exercise date:

To and Including	Percentage
24 Months from Financial Close	67%
30 Months from Financial Close	80%
Thereafter	100%

For the avoidance of doubt, if the Share Valuation equals or exceeds the Guaranteed Value, there will be no adjustment to the number of Ordinary Shares issued or cash paid pursuant to the Guaranteed Value feature.

The customary anti-dilution provisions contained in the Warrant Agreement include provisions calling for adjustment of the number of Ordinary Shares issuable upon exercise of the Warrants, except in the case of an Excluded Issuance (as defined in the Warrant Agreement), upon, among other events, (a) the issuance or deemed issuance of Ordinary Shares by the Company without consideration or for consideration per share less than Initial Share Price, including through the issuance of options or convertible securities, a change in the terms or treatment of options or convertible securities, a change in the consideration received for the exercise of options or convertible securities, or the occurrence of certain dividends or distributions, among other things, (b) dividend, subdivision or combination of Ordinary Shares, or (c) reorganization, reclassification, consolidation, or merger.

Under the Warrant Agreement, no Warrant may be transferred or assigned by a Holder except with the written consent of the Company (which may not be unreasonably withheld or delayed). Notwithstanding, a Holder may assign any Warrant and its rights and obligations under the Warrant Agreement to one or more of its affiliates without the consent of the Company; provided that such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of the Warrant.

The Company shall have the right to redeem all or any portion of the unvested issued Warrants upon notice to the Holders at a redemption price per Warrant equal to the Initial Share Price (the "Redemption Price"); provided, however, that any such redemption of Warrants hereunder shall be for a minimum aggregate Redemption Price of one million U.S. dollars ($1,000,000) and shall be effected on a pro rata basis among all issued Warrants. The Company may only exercise the redemption right three (3) times.

The securities that have been and, in the absence of an effective registration statement covering such issuance, may be issued by the Company to the Holders pursuant to the Subscription Agreement have been and will be issued in reliance upon the exemption from the registration requirements of the Securities Act afforded by Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder.

The descriptions of the Purchase Agreement, Registration Rights Agreement, LNSA, Subscription Agreement and Warrant Agreement are qualified in their entirety by the text of the agreements, which have been included as exhibits to this Form 6-K.

This Current Report on Form 8-K shall not constitute an offer to sell or a solicitation of an offer to buy any securities of the Company, nor shall there be any sale of securities of the Company in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.

EXHIBIT INDEX

Exhibit No.	Description
10.1	Ordinary Shares Purchase Agreement, dated September 2, 2022, by and between the Company and B. Riley Principal Capital II, LLC.
10.2	Registration Rights Agreement, dated September 2, 2022, by and between the Company and B. Riley Principal Capital II, LLC.
10.3	Senior Loan Note Subscription Agreement, dated September 2, 2022, by and among the Company and the lenders party thereto
10.4	Subscription and Registration Rights Agreement, dated September 2, 2022, by and among the Company and the parties listed under Holder on the signature pages thereto
10.5	Warrant Agreement, dated September 2, 2022, by and among the Company, Computershare Inc., a Delaware corporation, and its affiliate, Computershare Trust Company, N.A., a federally chartered trust company

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Tritium DCFC Limited

Date: September 6, 2022

By: /s/ Jane Hunter
Jane Hunter
Chief Executive Officer

Exhibit 10.1

Execution Version

ORDINARY SHARES PURCHASE AGREEMENT

Dated as of September 2, 2022

by and between

TRITIUM DCFC LIMITED

and

B. RILEY PRINCIPAL CAPITAL II, LLC

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ORDINARY SHARES PURCHASE AGREEMENT

This **ORDINARY SHARES PURCHASE AGREEMENT** is made and entered into as of September 2, 2022 (this "***Agreement***"), by and between B. Riley Principal Capital II, LLC, a Delaware limited liability company (the "***Investor***"), and Tritium DCFC Limited, an Australian public company limited by shares (the "***Company***").

RECITALS

WHEREAS, the parties desire that, upon the terms and subject to the conditions and limitations set forth herein, the Company may allot, issue and sell to the Investor, from time to time as provided herein, and the Investor shall subscribe for and purchase from the Company, up to $75,000,000 in aggregate gross purchase price of newly issued Ordinary Shares;

WHEREAS, such issues and sales of Ordinary Shares by the Company to the Investor will be made in reliance upon the provisions of Section 4(a)(2) of the Securities Act ("***Section 4(a)(2)***") and/or Rule 506(b) of Regulation D promulgated by the Commission under the Securities Act ("***Regulation D***"), and upon such other exemption from the registration requirements of the Securities Act as may be available with respect to any or all of the issues and sales of Ordinary Shares to the Investor to be made hereunder;

WHEREAS, the parties hereto are concurrently entering into a Registration Rights Agreement in the form attached as Exhibit A hereto (the "***Registration Rights Agreement***"), pursuant to which the Company shall register under the Securities Act the resale of the Registrable Securities (as defined in the Registration Rights Agreement) by the Investor, upon the terms and subject to the conditions set forth therein;

WHEREAS, in consideration for the Investor's execution and delivery of this Agreement, the Company is concurrently causing its transfer agent to issue to the Investor the Commitment Shares pursuant to and in accordance with Section 10.1(ii); and

WHEREAS, the Company acknowledges that the Investor is an Affiliate of the B. Riley group of entities, and its Affiliate, B. Riley Securities, Inc. ("***BRS***"), is acting as the Investor's representative in connection with the transactions contemplated by the Transaction Documents.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in Annex I hereto, and hereby made a part hereof, or as otherwise set forth in this Agreement.

ARTICLE II
PURCHASE AND SALE OF ORDINARY SHARES

Section 2.1. Purchase and Sale of Ordinary Shares. Upon the terms and subject to the conditions of this Agreement, during the Investment Period, the Company, in its sole discretion, shall have the right, but not the obligation, to allot, issue and sell to the Investor, and the Investor shall subscribe for and purchase from the Company, up to $75,000,000 (the "***Total Commitment***") in aggregate gross purchase price of duly authorized, validly issued and fully paid Ordinary Shares that will not be subject to any call for payment of further capital (subject to full payment therefor by the Investor in accordance with the terms of this Agreement) (such amount of Ordinary Shares, the "***Aggregate Limit***"), by the delivery to the Investor of VWAP Purchase Notices and Intraday VWAP Purchase Notices as provided in Article III.

Section 2.2. Closing Date; Settlement Dates. This Agreement shall become effective and binding (the "***Closing***") upon (a) the delivery of counterpart signature pages of this Agreement and the Registration Rights Agreement executed by each of the parties hereto and thereto, and (b) the delivery of all other documents, instruments and writings required to be delivered at the Closing, in each case as provided in Section 7.1(iv), to the offices of Dorsey & Whitney LLP, 51 West 52nd Street, New York, NY 10019-6119, at 5:00p.m., New York City time, on the Closing Date. In consideration of and in express reliance upon the representations, warranties and covenants contained in, and upon the terms and subject to the conditions of, this Agreement, during the Investment Period, the Company, at its sole option and discretion, may allot, issue and sell to the Investor, and, if the Company elects to so allot, issue and sell, the Investor shall subscribe for and purchase from the Company, the Shares in respect of each VWAP Purchase and each Intraday VWAP Purchase (as applicable). The delivery of Shares in respect of each VWAP Purchase and each Intraday VWAP Purchase, and the payment for such Shares, shall occur in accordance with Section 3.3.

Section 2.3. Initial Public Announcements and Required Filings. The Company shall, not later than 9:00 a.m., New York City time, on the second (2nd) Trading Day immediately after the date of this Agreement, file with the Commission a Report of Foreign Private Issuer on Form 6-K disclosing the execution of this Agreement and the Registration Rights Agreement by the Company and the Investor and describing the material terms of the transactions contemplated by the Transaction Documents, including, without limitation, the issuance of the Commitment Shares to the Investor in accordance with Section 10.1(ii), and attaching as exhibits thereto copies of each of this Agreement, the Registration Rights Agreement and, if applicable, any press release issued by the Company disclosing the execution of this Agreement and the Registration Rights Agreement by the Company (including all exhibits thereto, the "***Form 6-K Report***"). The Company shall provide the Investor a reasonable opportunity to comment on a draft of the Form 6-K Report prior to filing the Form 6-K Report with the Commission and shall give due consideration to all such comments. From and after the filing of the Form 6-K Report with the Commission, the Company shall have publicly disclosed all material, nonpublic information delivered to the Investor (or the Investor's representatives or agents) by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees, agents or representatives (if any) in connection with the transactions contemplated by the Transaction Documents. The Investor covenants that until such time as the transactions contemplated by this Agreement and the Registration Rights Agreement are publicly disclosed by the Company as described in this Section

2.3, the Investor shall maintain the confidentiality of all disclosures made to it in connection with the transactions contemplated by the Transaction Documents (including the existence and terms of the transactions contemplated thereby), except that the Investor may disclose the terms of such transactions to its financial, accounting, legal and other advisors (provided that the Investor directs such Persons to maintain the confidentiality of such information). To the extent any Securities are issued and sold pursuant to Regulation D, not later than 15 calendar days following the Closing Date, the Company shall file with the Commission a Form D with respect to the allotment, issuance and sale of the Securities in accordance with Regulation D. The Company shall use its commercially reasonable efforts to prepare and, as soon as practicable, but in no event later than the applicable Filing Deadline, file with the Commission the Initial Registration Statement and any New Registration Statement under the Securities Act covering only the resale by the Investor of the Registrable Securities in accordance with the Securities Act and the Registration Rights Agreement. At or before 8:30 a.m. (New York City time) on the Trading Day immediately following the Effective Date of the Initial Registration Statement and any New Registration Statement (or any post-effective amendment thereto), the Company shall file with the Commission in accordance with Rule 424(b) under the Securities Act the final Prospectus to be used in connection with resales of the Registrable Securities by the Investor pursuant to such Registration Statement (or post-effective amendment thereto).

ARTICLE III
PURCHASE TERMS

Subject to the satisfaction of the conditions set forth in Article VII, the parties agree as follows:

Section 3.1. VWAP Purchases. Upon the initial satisfaction of all of the conditions set forth in Section 7.2 (the "***Commencement***" and the date of initial satisfaction of all of such conditions, the "***Commencement Date***") and from time to time thereafter, subject to the satisfaction of all of the conditions set forth in Section 7.3, the Company shall have the right, but not the obligation, to direct the Investor, by its timely delivery to the Investor of a VWAP Purchase Notice for a VWAP Purchase, specifying therein whether such VWAP Purchase is (a) a VWAP Purchase-Type A (each such subscription and purchase, a "***VWAP Purchase-Type A***") or (b) a VWAP Purchase-Type B (each such subscription and purchase, a "***VWAP Purchase-Type B***"), on the applicable Purchase Date therefor, to subscribe for and purchase a specified VWAP Purchase Share Amount, which shall not exceed the applicable VWAP Purchase Maximum Amount, at the applicable VWAP Purchase Price therefor on such Purchase Date in accordance with this Agreement. The Company may timely deliver to the Investor a VWAP Purchase Notice for a VWAP Purchase on any Trading Day selected by the Company as the Purchase Date for such VWAP Purchase, so long as (i) the Closing Sale Price of the Ordinary Shares on the Trading Day immediately preceding such Purchase Date is not less than the Threshold Price, and (ii) all Shares subject to all prior VWAP Purchases and Intraday VWAP Purchases (as applicable) pursuant to this Agreement have been received by the Investor as DWAC Shares prior to the Company's delivery to the Investor of such VWAP Purchase Notice for such VWAP Purchase on such Purchase Date. The Investor is obligated to accept each VWAP Purchase Notice prepared and delivered by the Company in accordance with the terms of and subject to the satisfaction of the conditions contained in this Agreement. If the Company delivers any VWAP Purchase Notice directing the Investor to subscribe for and purchase a VWAP Purchase Share Amount in excess of

the applicable VWAP Purchase Maximum Amount that the Company is then permitted to include in such VWAP Purchase Notice (taking into account whether the VWAP Purchase to be effected pursuant to such VWAP Purchase Notice is specified by the Company as a VWAP Purchase-Type A or a VWAP Purchase-Type B), such VWAP Purchase Notice shall be void *ab initio* to the extent of the amount by which the VWAP Purchase Share Amount set forth in such VWAP Purchase Notice exceeds such applicable VWAP Purchase Maximum Amount, and the Investor shall have no obligation to subscribe for and purchase, and shall not subscribe for and purchase, such excess Shares pursuant to such VWAP Purchase Notice; provided, however, that the Investor shall remain obligated to subscribe for and purchase the applicable VWAP Purchase Maximum Amount pursuant to such VWAP Purchase. At or prior to 5:30 p.m., New York City time, on the Purchase Date for each VWAP Purchase, the Investor shall provide to the Company, by email correspondence to each of the individual notice recipients of the Company set forth in the applicable VWAP Purchase Notice, a written confirmation for such VWAP Purchase setting forth the applicable VWAP Purchase Price per Share to be paid by the Investor for the Shares subscribed for and purchased by the Investor in such VWAP Purchase, and the total aggregate VWAP Purchase Price to be paid by the Investor for the total VWAP Purchase Share Amount subscribed for and purchased by the Investor in such VWAP Purchase. Notwithstanding the foregoing, the Company shall not deliver any VWAP Purchase Notices to the Investor during the PEA Period, any Allowable Grace Period or any MPA Period.

Section 3.2. Intraday VWAP Purchases. Upon the initial satisfaction of all of the conditions set forth in Section 7.2 on the Commencement Date and from time to time thereafter, subject to the satisfaction of all of the conditions set forth in Section 7.3, in addition to VWAP Purchases as described in Section 3.1, the Company shall also have the right, but not the obligation, to direct the Investor, by its timely delivery to the Investor of an Intraday VWAP Purchase Notice for an Intraday VWAP Purchase, specifying therein whether such Intraday VWAP Purchase is (a) an Intraday VWAP Purchase-Type A (each such subscription and purchase, an "***Intraday VWAP Purchase-Type A***") or (b) an Intraday VWAP Purchase-Type B (each such subscription and purchase, an "***Intraday VWAP Purchase-Type B***"), on the applicable Purchase Date therefor, to subscribe for and purchase a specified Intraday VWAP Purchase Share Amount, which shall not exceed the applicable Intraday VWAP Purchase Maximum Amount, at the applicable Intraday VWAP Purchase Price therefor on such Purchase Date in accordance with this Agreement. The Company may timely deliver to the Investor an Intraday VWAP Purchase Notice for an Intraday VWAP Purchase on any Trading Day selected by the Company as the Purchase Date for such Intraday VWAP Purchase, so long as (i) the Closing Sale Price of the Ordinary Shares on the Trading Day immediately preceding such Purchase Date is not less than the Threshold Price, and (ii) all Shares subject to all prior VWAP Purchases and Intraday VWAP Purchases (as applicable) have been received by the Investor as DWAC Shares prior to the Company's delivery to the Investor of such Intraday VWAP Purchase Notice for such Intraday VWAP Purchase on such Purchase Date. The Investor is obligated to accept each Intraday VWAP Purchase Notice prepared and delivered by the Company in accordance with the terms of and subject to the satisfaction of the conditions contained in this Agreement. If the Company delivers any Intraday VWAP Purchase Notice directing the Investor to subscribe for and purchase an Intraday VWAP Purchase Share Amount in excess of the applicable Intraday VWAP Purchase Maximum Amount that the Company is then permitted to include in such Intraday VWAP Purchase Notice (taking into account whether the Intraday VWAP Purchase to be effected pursuant to such Intraday VWAP Purchase Notice is specified by the Company as an Intraday VWAP Purchase-Type A or an

Intraday VWAP Purchase-Type B), such Intraday VWAP Purchase Notice shall be void *ab initio* to the extent of the amount by which the Intraday VWAP Purchase Share Amount set forth in such Intraday VWAP Purchase Notice exceeds such applicable Intraday VWAP Purchase Maximum Amount, and the Investor shall have no obligation to subscribe for and purchase, and shall not subscribe for and purchase, such excess Shares pursuant to such Intraday VWAP Purchase Notice; provided, however, that the Investor shall remain obligated to subscribe for and purchase the applicable Intraday VWAP Purchase Maximum Amount pursuant to such Intraday VWAP Purchase. At or prior to 5:30 p.m., New York City time, on the Purchase Date for a VWAP Purchase on which one or more Intraday VWAP Purchases also shall have occurred, the Investor shall provide to the Company, by email correspondence to each of the individual notice recipients of the Company set forth in the applicable Intraday VWAP Purchase Notice, a written confirmation for each such Intraday VWAP Purchase, setting forth the applicable Intraday VWAP Purchase Price per Share to be paid by the Investor for the Shares subscribed for and purchased by the Investor in such Intraday VWAP Purchase, and the total aggregate Intraday VWAP Purchase Price to be paid by the Investor for the total Intraday VWAP Purchase Share Amount subscribed for and purchased by the Investor in such Intraday VWAP Purchase. Notwithstanding the foregoing, the Company shall not deliver any Intraday VWAP Purchase Notices to the Investor during the PEA Period, any Allowable Grace Period or any MPA Period.

Section 3.3. Settlement. The Shares constituting the applicable VWAP Purchase Share Amount subscribed for and purchased by the Investor in each VWAP Purchase, and the Shares constituting the applicable Intraday VWAP Purchase Share Amount subscribed for and purchased by the Investor in each Intraday VWAP Purchase (as applicable), in each case shall be allotted, issued and delivered to the Investor as DWAC Shares not later than 10:00 a.m., New York City time, on the Trading Day immediately following the Purchase Date for such VWAP Purchase and for each such Intraday VWAP Purchase (as applicable) (the "***Purchase Share Delivery Date***"). For (a) each VWAP Purchase, the Investor shall pay to the Company an amount in cash equal to the product of (1) the total number of Shares subscribed for and purchased by the Investor in such VWAP Purchase and (2) the applicable VWAP Purchase Price for such Shares, as full payment for such Shares subscribed for and purchased by the Investor in such VWAP Purchase, and (b) each Intraday VWAP Purchase, the Investor shall pay to the Company an amount in cash equal to the product of (1) the total number of Shares subscribed for and purchased by the Investor in such Intraday VWAP Purchase and (2) the applicable Intraday VWAP Purchase Price for such Shares, as full payment for such Shares subscribed for and purchased by the Investor in such Intraday VWAP Purchase, in each case via wire transfer of immediately available funds, not later than 5:00 p.m., New York City time, on the Trading Day immediately following the applicable Purchase Share Delivery Date for such VWAP Purchase and for each such Intraday VWAP Purchase (as applicable), provided the Investor shall have timely received, as DWAC Shares, all of such Shares subscribed for and purchased by the Investor in such VWAP Purchase and Intraday VWAP Purchase (as applicable) on such Purchase Share Delivery Date in accordance with the first sentence of this Section 3.3, or, if any of such Shares are received by the Investor after 1:00 p.m., New York City time, then the Company's receipt of such funds in its designated bank account shall occur on the Trading Day next following the Trading Day on which the Investor shall have received all of such Shares as DWAC Shares, but not later than 5:00 p.m., New York City time, on such next Trading Day. If the Company or its transfer agent shall fail for any reason, other than a failure of the Investor or its broker-dealer to set up a DWAC and required instructions, to allot, issue and deliver to the Investor, as DWAC Shares, any Shares subscribed for and purchased by

the Investor in a VWAP Purchase or an Intraday VWAP Purchase prior to 10:00 a.m., New York City time, on the Trading Day immediately following the applicable Purchase Share Delivery Date for such VWAP Purchase and for each such Intraday VWAP Purchase (as applicable), and if on or after such Trading Day the Investor subscribes for and purchases (in an open market transaction or otherwise) Ordinary Shares to deliver in satisfaction of a sale by the Investor of such Shares that the Investor anticipated receiving from the Company on such Purchase Share Delivery Date in respect of such VWAP Purchase or such Intraday VWAP Purchase (as applicable), then the Company shall, within one (1) Trading Day after the Investor's request, either (i) pay cash to the Investor in an amount equal to the Investor's total purchase price (including brokerage commissions, if any) for the Ordinary Shares so subscribed for and purchased (the "***Cover Price***"), at which point the Company's obligation to allot, issue and deliver such Shares as DWAC Shares shall terminate, or (ii) promptly honor its obligation to allot, issue and deliver to the Investor such Shares as DWAC Shares and pay cash to the Investor in an amount equal to the excess (if any) of the Cover Price over the total purchase price paid by the Investor pursuant to this Agreement for all of the Shares subscribed for and purchased by the Investor in such VWAP Purchase or such Intraday VWAP Purchase (as applicable). The Company shall not issue any fraction of a share of Ordinary Shares to the Investor in connection with any VWAP Purchase or Intraday VWAP Purchase effected pursuant to this Agreement. If the issuance would result in the issuance of a fraction of a share of Ordinary Shares, the Company shall round such fraction of a share of Ordinary Shares up or down to the nearest whole share. All payments to be made by the Investor pursuant to this Agreement shall be made by wire transfer of immediately available funds to such bank account as the Company may from time to time designate by written notice to the Investor in accordance with the provisions of this Agreement.

Section 3.4. Exemption From Certain Trading Market Requirements; Australian Corporations Act Limitation.

(a) **Exemption From Certain Trading Market Shareholder Approval Requirements.** The Company has taken all actions, provided all such notices and disclosures, and obtained all consents, approvals, waivers or confirmations required under applicable listing rules of the Trading Market, including, without limitation, under Nasdaq Listing Rule 5613, such that the shareholder approval requirements under Nasdaq Listing Rules 5635(b) and 5635(d) shall not be applicable for any purposes of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

(b) **Corporations Act Limitation.** Notwithstanding any other provision of this Agreement, the Company shall not allot, issue or sell any Ordinary Shares pursuant to this Agreement, and the Investor shall not subscribe for, acquire or purchase any Ordinary Shares pursuant to this Agreement, to the extent that after giving effect thereto, the aggregate number of Ordinary Shares in which the Investor would have a "relevant interest" (as that term is defined in the Corporations Act) would exceed the maximum number of Ordinary Shares in which the Investor may have a "relevant interest" (as that term is defined in the Corporations Act) without (i) violating Section 606 of the Corporations Act or (ii) obtaining shareholder approval under Item 7 of Section 611 of the Corporations Act (such maximum number of Ordinary Shares, the "***Corporations Act Limitation***"), unless and until the Company elects to solicit shareholder approval of the transactions contemplated by this Agreement and the shareholders of the Company have in fact approved the transactions contemplated by this Agreement in accordance with the

Corporations Act and the Company Organizational Documents, or another exception to the prohibitions in Section 606 of the Corporations Act is then applicable under Section 611 of the Corporations Act, as confirmed to the Investor in writing by the Company's outside Australian counsel, that permits the issuance of Ordinary Shares pursuant to this Agreement in excess of the Corporations Act Limitation.

(c) **General.** The Company shall not, allot issue or sell any Ordinary Shares pursuant to this Agreement if such allotment, issuance or sale would reasonably be expected to result in (A) a violation of the Securities Act or the Corporations Act or (B) a breach of the rules of the Trading Market. The provisions of this Section 3.4 shall be implemented in a manner otherwise than in strict conformity with the terms of this Section 3.4 only if necessary to ensure compliance with the Securities Act, the Corporations Act and the applicable rules of the Trading Market.

Section 3.5. Beneficial Ownership Limitation. Notwithstanding anything to the contrary contained in this Agreement, the Company shall not allot, issue or sell, and the Investor shall not subscribe for, purchase or acquire, any Ordinary Shares under this Agreement which, when aggregated with all other Ordinary Shares then beneficially owned by the Investor and its Affiliates (as calculated pursuant to Section 13(d) of the Exchange Act and Rule 13d-3 promulgated thereunder), would result in the beneficial ownership by the Investor of more than 4.99% of the outstanding Ordinary Shares (the "***Beneficial Ownership Limitation***"). Upon the written request of the Investor, the Company shall promptly (but not later than the next business day on which the Company's transfer agent is open for business) confirm orally or in writing to the Investor the number of Ordinary Shares then outstanding. The Investor and the Company shall each cooperate in good faith in the determinations required under this Section 3.5 and the application of this Section 3.5. The Investor's written certification to the Company of the applicability of the Beneficial Ownership Limitation, and the resulting effect thereof hereunder at any time, shall be conclusive with respect to the applicability thereof and such result absent manifest error. The provisions of this Section 3.5 shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 3.5 to the extent necessary to properly give effect to the limitations contained in this Section 3.5.

Section 3.6. Application for Shares. This Agreement serves as an application by the Investor for the allotment of the Ordinary Shares subscribed for and purchased by the Investor on the applicable Purchase Date for each VWAP Purchase and Intraday VWAP Purchase pursuant to this Agreement, and accordingly it will not be necessary for the Investor to provide a separate (additional) application for such Ordinary Shares on the applicable Purchase Date for each VWAP Purchase and Intraday VWAP Purchase pursuant to this Agreement.

ARTICLE IV
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE INVESTOR

The Investor hereby makes the following representations, warranties and covenants to the Company:

Section 4.1. Organization and Standing of the Investor. The Investor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

Section 4.2. Authorization and Power. The Investor has the requisite limited liability company power and authority to enter into and perform its obligations under this Agreement and the Registration Rights Agreement and to subscribe for and purchase or acquire the Securities in accordance with the terms hereof. The execution, delivery and performance by the Investor of this Agreement and the Registration Rights Agreement and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary limited liability company action, and no further consent or authorization of the Investor, its officers or its sole member is required. Each of this Agreement and the Registration Rights Agreement has been duly executed and delivered by the Investor and constitutes a valid and binding obligation of the Investor enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership, or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application (including any limitation of equitable remedies).

Section 4.3. No Conflicts. The execution, delivery and performance by the Investor of this Agreement and the Registration Rights Agreement and the consummation by the Investor of the transactions contemplated hereby and thereby do not and shall not (i) result in a violation of such Investor's certificate of formation, limited liability company agreement or other applicable organizational instruments, (ii) conflict with, constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give rise to any rights of termination, amendment, acceleration or cancellation of, any material agreement, mortgage, deed of trust, indenture, note, bond, license, lease agreement, instrument or obligation to which the Investor is a party or is bound, (iii) create or impose any lien, charge or encumbrance on any property of the Investor under any agreement or any commitment to which the Investor is party or under which the Investor is bound or under which any of its properties or assets are bound, or (iv) result in a violation of any federal, state, local or foreign statute, rule, or regulation, or any order, judgment or decree of any Governmental Authority applicable to the Investor or by which any of its properties or assets are bound or affected, except, in the case of clauses (ii), (iii) and (iv), for such conflicts, defaults, terminations, amendments, acceleration, cancellations and violations as would not, individually or in the aggregate, prohibit or otherwise interfere with, in any material respect, the ability of the Investor to enter into and perform its obligations under this Agreement and the Registration Rights Agreement. The Investor is not required under any applicable federal, state, local or foreign law, rule or regulation to obtain any consent, authorization or order of, or make any filing or registration with, any Governmental Authority in order for it to execute, deliver or perform any of its obligations under this Agreement and the Registration Rights Agreement or to subscribe for and purchase or acquire the Securities in accordance with the terms hereof, other than as may be required by FINRA; provided, however, that for purposes of the representation made in this sentence, the Investor is assuming and relying upon the accuracy of the relevant representations and warranties and the compliance with the relevant covenants and agreements of the Company in the Transaction Documents to which it is a party.

Section 4.4. Investment Purpose. The Investor is acquiring the Securities for its own account, for investment purposes and not with a view towards, or for resale in connection with, the public sale or distribution thereof, in violation of the Securities Act, any applicable state securities laws or any applicable Australian laws; provided, however, that by making the representations herein, the Investor does not agree, or make any representation or warranty, to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with, or pursuant to, a registration statement filed pursuant to the Registration Rights Agreement or an applicable exemption under the Securities Act. The Investor does not presently have any agreement or understanding, directly or indirectly, with any Person to sell or distribute any of the Securities. The Investor is acquiring the Securities hereunder in the ordinary course of its business.

Section 4.5. Accredited Investor Status. The Investor is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D. If the Investor is located in Australia, the Investor represents and warrants that it is a person who falls within an exempt offer category in section 708 of the Corporations Act (including "sophisticated investors" or "professional investors" within the meaning of section 708(8) and 708(11) respectively of the Corporations Act.

Section 4.6. Reliance on Exemptions. The Investor understands that the Securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of U.S. federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and the Investor's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Investor set forth herein in order to determine the availability of such exemptions and the eligibility of the Investor to acquire the Securities.

Section 4.7. Information. All materials relating to the business, financial condition, management and operations of the Company and materials relating to the offer and sale of the Securities which have been requested by the Investor have been furnished or otherwise made available to the Investor or its advisors, including, without limitation, the Commission Documents. The Investor understands that its investment in the Securities involves a high degree of risk. The Investor is able to bear the economic risk of an investment in the Securities, including a total loss thereof, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of a proposed investment in the Securities. The Investor and its advisors have been afforded the opportunity to ask questions of and receive answers from representatives of the Company concerning the financial condition and business of the Company and other matters relating to an investment in the Securities. Neither such inquiries nor any other due diligence investigations conducted by the Investor or its advisors, if any, or its representatives shall modify, amend or affect the Investor's right to rely on the Company's representations and warranties contained in this Agreement or in any other Transaction Document to which the Company is a party or the Investor's right to rely on any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transaction contemplated hereby (including, without limitation, the opinions of the Company's counsel delivered pursuant to Sections 7.1(iv), 7.2(xvi) and 7.3(x)). The Investor has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Securities. The Investor understands that it (and not the Company) shall be responsible for its own tax liabilities that may arise as a result of this investment or the transactions contemplated by this Agreement.

Section 4.8. No Governmental Review. The Investor understands that no U.S. federal or state agency, Australian agency or any other government or Governmental Authority has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

Section 4.9. No General Solicitation. The Investor is not purchasing or acquiring the Securities as a result of any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Securities.

Section 4.10. Not an Affiliate. The Investor is not an officer, director or an Affiliate of the Company. Immediately prior to the execution of this Agreement, the Investor did not beneficially own any Ordinary Shares or securities exercisable for or convertible into Ordinary Shares. During the Investment Period, the Investor will not acquire for its own account any Ordinary Shares or securities exercisable for or convertible into Ordinary Shares, other than pursuant to this Agreement; provided, however, that nothing in this Agreement shall prohibit or be deemed to prohibit the Investor from purchasing, in an open market transaction or otherwise, Ordinary Shares necessary to make delivery by the Investor in satisfaction of a sale by the Investor of Shares that the Investor anticipated receiving from the Company in connection with the settlement of a VWAP Purchase or an Intraday VWAP Purchase (as applicable) if the Company or its transfer agent shall have failed for any reason (other than a failure of the Investor or its Broker-Dealer to set up a DWAC and required instructions) to electronically transfer all of the Shares subject to such VWAP Purchase or such Intraday VWAP Purchase (as applicable) to the Investor on the applicable Purchase Share Delivery Date by crediting the Investor's or its designated Broker-Dealer's account at DTC through its DWAC delivery system in compliance with Section 3.3 of this Agreement. For the avoidance of doubt, the foregoing restriction does not apply to any Affiliate of the Investor, provided that any such purchases do not cause the Investor to violate any applicable Exchange Act requirement, including Regulation M.

Section 4.11. No Prior Short Sales. At no time prior to the date of this Agreement has the Investor, its sole member, any of their respective officers, or any entity managed or controlled by the Investor or its sole member, engaged in or effected, in any manner whatsoever, directly or indirectly, for its own account or for the account of any of its Affiliates, any (i) "short sale" (as such term is defined in Rule 200 of Regulation SHO of the Exchange Act) of the Ordinary Shares or (ii) hedging transaction, which establishes a net short position with respect to the Ordinary Shares.

Section 4.12. Statutory Underwriter Status. The Investor acknowledges that it will be disclosed as an "underwriter" and a "selling shareholder" in each Registration Statement and in any Prospectus contained therein to the extent required by applicable law and to the extent the Prospectus is related to the resale of Registrable Securities by the Investor.

Section 4.13. Resales of Securities. The Investor represents, warrants and covenants that it will resell Securities subscribed for and purchased or acquired by the Investor from the Company pursuant to this Agreement only pursuant to the Registration Statement in which the resale of such Securities is registered under the Securities Act, in a manner described under the caption "Plan of Distribution" in such Registration Statement, and in a manner in compliance with all applicable

U.S. federal and applicable state securities laws, rules and regulations, and all applicable Australian laws and regulations. The Investor further acknowledges that the removal of the restrictive legend from certificate(s) or book-entry statement(s) representing the Commitment Shares issued prior to the Effective Date of the Initial Registration Statement as required by Section 10.1(iv) is predicated, in part, upon the truth and accuracy of, and the Investor's compliance with, the representations, warranties and covenants set forth in this Section 4.13.

ARTICLE V
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

Except as set forth in the disclosure schedule delivered by the Company to the Investor (which is hereby incorporated by reference in, and constitutes an integral part of, this Agreement) (the "***Disclosure Schedule***"), the Company hereby makes the following representations, warranties and covenants to the Investor:

Section 5.1. **Organization, Good Standing and Power**. The Company is a corporation registered and validly existing under the Corporations Act and has the requisite corporate power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as described in the Commission Documents. The Company is duly qualified or licensed to do business in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so qualified or licensed that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Subsidiary of the Company is a corporation or other organization duly incorporated or organized, validly existing and in good standing (to the extent such concept is recognized in the applicable jurisdiction) under the laws of the jurisdiction of its incorporation or organization and has the requisite corporate or other organizational power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as described in the Commission Documents. Each Subsidiary of the Company is duly qualified or licensed to do business, and is in good standing (to the extent such concept is recognized and applies to the Subsidiary in the applicable jurisdiction), in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so qualified or licensed and in good standing that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.2. **Authorization, Enforcement**. The Company has the requisite corporate power and authority to enter into and perform its obligations under each of the Transaction Documents to which it is a party and to issue the Securities in accordance with the terms hereof and thereof. Except for approvals of the Company's Board of Directors or a committee thereof as may be required in connection with any issuance and sale of Shares to the Investor hereunder (which approvals shall be obtained prior to the delivery of any VWAP Purchase Notice and any Intraday VWAP Purchase Notice), the execution, delivery and performance by the Company of each of the Transaction Documents to which it is a party and the consummation by it of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of the Company, its Board of Directors or its shareholders is required. Each of the Transaction Documents to which the Company is a party has been duly executed and delivered by the Company and constitutes a valid

and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application (including any limitation of equitable remedies).

Section 5.3. Capitalization. The share capital of the Company and the issued Ordinary Shares were as set forth in the Commission Documents as of the dates reflected therein. All of the issued Ordinary Shares have been duly authorized and validly issued, and are fully paid and will not be subject to any call for payment of further capital. Except for customary transfer restrictions contained in agreements entered into by the Company to sell restricted securities or as set forth in the Commission Documents, this Agreement and the Registration Rights Agreement, there are no agreements or arrangements under which the Company is obligated to register the sale of any securities under the Securities Act or under applicable Australian laws. Except as set forth in the Commission Documents, no Ordinary Shares are entitled to preemptive rights and there are no outstanding debt securities and no contracts, commitments, understandings, or arrangements by which the Company is or may become bound to issue additional share capital of the Company or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, any share capital of the Company other than those issued or granted in the ordinary course of business pursuant to the Company's equity incentive and/or compensatory plans or arrangements. Except as set forth in the Commission Documents, the Company is not a party to, and it has no Knowledge of, any agreement restricting the voting or transfer of any share capital of the Company. Except as set forth in the Commission Documents, there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by this Agreement, the Registration Rights Agreement or any of the other Transaction Documents or the consummation of the transactions described herein or therein. The Company has filed with the Commission true and correct copies of the Company Organizational Documents, as in effect on the Closing Date.

Section 5.4. Issuance of Securities. The Commitment Shares have been, and the Shares to be issued and sold under this Agreement have been, or with respect to Shares to be subscribed for and purchased by the Investor pursuant to a particular VWAP Purchase Notice or a particular Intraday VWAP Purchase Notice, will be, prior to the delivery to the Investor hereunder of such VWAP Purchase Notice and Intraday VWAP Purchase Notice, respectively, duly authorized by all necessary corporate action on the part of the Company. The Commitment Shares, when issued to the Investor in accordance with this Agreement, and the Shares, when issued and sold against payment therefor in accordance with this Agreement, shall be validly issued, fully paid and shall not be subject to any call for payment of further capital, and shall be free from all liens, charges, taxes, security interests, encumbrances, rights of first refusal, preemptive or similar rights and other encumbrances with respect to the issue thereof, and the Investor shall be entitled to all rights accorded to a holder of Ordinary Shares. As of the Commencement Date, up to $75,000,000 in Ordinary Shares shall have been duly authorized by the Company for issuance as Shares pursuant to one or more VWAP Purchases and Intraday VWAP Purchases under this Agreement. The issuance of an aggregate of $75,000,000 in Ordinary Shares by the Company, and the subscription and purchase of such Ordinary Shares by the Investor pursuant to this Agreement, will not contravene any limitations on the number or value of shares that the Company may issue imposed by the ASIC, the Corporations Act or the Company Organizational Documents. The Ordinary Shares of the Company conform in all material respects to the descriptions thereof contained in the Commission Documents.

Section 5.5. No Conflicts. The execution, delivery and performance by the Company of each of the Transaction Documents to which it is a party and the consummation by the Company of the transactions contemplated hereby and thereby do not and shall not (i) result in a violation of any provision of the Company Organizational Documents, (ii) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give rise to any rights of termination, amendment, acceleration or cancellation of, any material agreement, mortgage, deed of trust, indenture, note, bond, license, lease agreement, instrument or obligation to which the Company or any of its Subsidiaries is a party or is bound, (iii) create or impose a lien, charge or encumbrance on any property or assets of the Company or any of its Subsidiaries under any agreement or any commitment to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of their respective properties or assets is subject, or (iv) result in a violation of any U.S. federal, state, local or foreign statute, rule, regulation, order, judgment or decree applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries are bound or affected (including U.S. federal and state securities laws and regulations, Australian securities laws and regulations, the Corporations Act and the rules and regulations of the Trading Market or Eligible Market, as applicable), except, in the case of clauses (ii), (iii) and (iv), for such conflicts, defaults, terminations, amendments, acceleration, cancellations, liens, charges, encumbrances and violations as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Except as specifically contemplated by this Agreement or the Registration Rights Agreement and as required under the Securities Act, any applicable state securities laws and under any applicable Australian laws (including the Corporations Act), the Company is not required under any federal, state, local or foreign law, rule or regulation to obtain any consent, authorization or order of, or make any filing or registration with, any court or Governmental Authority (including, without limitation, the Trading Market) in order for it to execute, deliver or perform any of its obligations under the Transaction Documents to which it is a party, or to issue the Securities to the Investor in accordance with the terms hereof and thereof (other than such consents, authorizations, orders, filings or registrations as have been obtained or made prior to the Closing Date); provided, however, that, for purposes of the representation made in this sentence, the Company is assuming and relying upon the accuracy of the representations and warranties of the Investor in this Agreement and the compliance by it with its covenants and agreements contained in this Agreement and the Registration Rights Agreement.

Section 5.6. Commission Documents, Financial Statements; Disclosure Controls and Procedures; Internal Controls Over Financial Reporting; Accountants.

(a) Since January 13, 2022, the Company has timely filed (giving effect to permissible extensions in accordance with Rule 12b-25 under the Exchange Act) all Commission Documents required to be filed with or furnished to the Commission by the Company under the Securities Act or the Exchange Act, including those required to be filed with or furnished to the Commission under Section 13(a) or Section 15(d) of the Exchange Act. As of the date of this Agreement, no Subsidiary of the Company is required to file or furnish any report, schedule, registration, form, statement, information or other document with the Commission. As of its filing

date (or, if amended or superseded by a filing prior to the Closing Date, on the date of such amended or superseded filing), each Commission Document filed with or furnished to the Commission prior to the Closing Date complied in all material respects with the requirements of the Securities Act or the Exchange Act, as applicable. Each Registration Statement, on the date it is filed with the Commission, on the date it is declared effective by the Commission and on each Purchase Date shall comply in all material respects with the requirements of the Securities Act (including, without limitation, Rule 415 under the Securities Act) and shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, except that this representation and warranty shall not apply to statements in or omissions from such Registration Statement made in reliance upon and in conformity with information relating to the Investor furnished to the Company in writing by or on behalf of the Investor expressly for use therein. The Prospectus and each Prospectus Supplement required to be filed pursuant to this Agreement or the Registration Rights Agreement after the Closing Date, when taken together, on its date and on each Purchase Date shall comply in all material respects with the requirements of the Securities Act (including, without limitation, Rule 424(b) under the Securities Act) and shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that this representation and warranty shall not apply to statements in or omissions from the Prospectus or any Prospectus Supplement made in reliance upon and in conformity with information relating to the Investor furnished to the Company in writing by or on behalf of the Investor expressly for use therein. Each Commission Document (other than the Initial Registration Statement or any New Registration Statement, or the Prospectus included therein or any Prospectus Supplement thereto) to be filed with or furnished to the Commission after the Closing Date and incorporated by reference in the Initial Registration Statement or any New Registration Statement, or the Prospectus included therein or any Prospectus Supplement thereto required to be filed pursuant to this Agreement or the Registration Rights Agreement (including, without limitation, the Form 6-K Report), when such document is filed with or furnished to the Commission and, if applicable, when such document becomes effective, as the case may be, shall comply in all material respects with the requirements of the Securities Act or the Exchange Act, as applicable. The Company has delivered or made available to the Investor via EDGAR or otherwise true and complete copies of all comment letters and substantive correspondence received by the Company from the Commission relating to the Commission Documents filed with or furnished to the Commission as of the Closing Date, together with all written responses of the Company thereto in the form such responses were filed via EDGAR. There are no outstanding or unresolved comments or undertakings in such comment letters received by the Company from the Commission. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the Securities Act or the Exchange Act. Neither the Commission nor the ASIC has commenced any enforcement proceedings against the Company or any of its Subsidiaries.

(b) The historical financial statements of Decarbonization Plus Acquisition Corporation II as of and for any periods ending prior to January 13, 2022 included or incorporated by reference in the Commission Documents, the Initial Registration Statement, any New Registration Statement, and the Prospectus included therein or any Prospectus Supplement thereto, as applicable, together with the related notes and schedules, present fairly, in all material respects, the financial position of Decarbonization Plus Acquisition Corporation II, as of the dates

indicated, and its results of operations, cash flows and changes in shareholders' equity for the periods specified (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material, either individually or in the aggregate) and have been prepared in compliance with the published requirements of the Securities Act and the Exchange Act, as applicable, and in conformity with generally accepted accounting principles in the United States ("***GAAP***") applied on a consistent basis (except (i) for such adjustments to accounting standards and practices as are noted therein and (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) during the periods involved. The historical consolidated financial statements of Legacy Tritium Holdings as of and for any periods ending prior to January 13, 2022 included or incorporated by reference in the Commission Documents, the Initial Registration Statement, any New Registration Statement, and the Prospectus included therein or any Prospectus Supplement thereto, as applicable, together with the related notes and schedules, present fairly, in all material respects, the consolidated financial position of Legacy Tritium Holdings, as of the dates indicated, and its results of operations, cash flows and changes in shareholders' equity for the periods specified (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material, either individually or in the aggregate) and have been prepared in compliance with the published requirements of the Securities Act and the Exchange Act, as applicable, and in conformity with GAAP applied on a consistent basis (except (i) for such adjustments to accounting standards and practices as are noted therein and (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) during the periods involved. The historical consolidated financial statements of the Company and its consolidated Subsidiaries as of and for any periods ending on or after January 13, 2022 included or incorporated by reference in the Commission Documents, the Initial Registration Statement, any New Registration Statement, and the Prospectus included therein or any Prospectus Supplement thereto, as applicable, together with the related notes and schedules, present fairly, in all material respects, the financial position of the Company and its consolidated Subsidiaries as of the dates indicated, and the results of operations, cash flows and changes in shareholders' equity of the Company and its consolidated Subsidiaries for the periods specified (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material, either individually or in the aggregate) and have been prepared in compliance with the published requirements of the Securities Act and the Exchange Act, as applicable, and in conformity with GAAP applied on a consistent basis (except (i) for such adjustments to accounting standards and practices as are noted therein and (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) during the periods involved. The unaudited pro forma condensed combined financial statements and any other pro forma financial statements or data included or incorporated by reference in the Commission Documents, the Initial Registration Statement, any New Registration Statement, and the Prospectus included therein or any Prospectus Supplement thereto, as applicable, comply with the requirements of Regulation S-X of the Securities Act, including, without limitation, Article 11 thereof, and the assumptions used in the preparation of such pro forma financial statements and data are reasonable, the pro forma adjustments used therein are appropriate to give effect to the circumstances referred to therein and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements and data. The other financial and statistical data with respect to the Company and the Subsidiaries contained or incorporated by reference in the Commission Documents, the Initial Registration Statement, any New Registration Statement, and the

Prospectus included therein and any Prospectus Supplement thereto, as applicable, are accurately and fairly presented and prepared on a basis consistent with the financial statements and books and records of the Company; there are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the Commission Documents, the Initial Registration Statement, any New Registration Statement, and the Prospectus included therein or any Prospectus Supplement thereto that are not included or incorporated by reference as required. All disclosures contained or incorporated by reference in the Commission Documents, the Initial Registration Statement, any New Registration Statement, and the Prospectus included therein and any Prospectus Supplement thereto, as applicable, if any, regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Securities Act, to the extent applicable.

(c) Except as disclosed in the Commission Documents, since January 13, 2022, the Company and each of its Subsidiaries have maintained and continue to maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Commission Documents, the Initial Registration Statement or any New Registration Statement fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto. Except as disclosed in the Commission Documents, since January 13, 2022, the Company and its Subsidiaries' internal controls over financial reporting are effective and the Company and its Subsidiaries are not aware of any material weakness in their internal controls over financial reporting.

(d) PricewaterhouseCoopers (the "***Accountant***"), whose reports on the audited consolidated statement of financial position of Legacy Tritium Holdings and its consolidated Subsidiaries as of June 30, 2021 and 2020, and the related consolidated statements of comprehensive loss, of shareholders' deficit and of cash flows for the years then ended, including the related notes, which report was included as part of the Merger Proxy Statement/Prospectus, and which report is to be included as a part of, or incorporated by reference into, the Initial Registration Statement and the Prospectus forming a part of the Initial Registration Statement, are independent public accountants with respect to the Company within the meaning of the Securities Act and the Public Company Accounting Oversight Board (United States). To the Company's Knowledge, the Accountant is not in violation of the auditor independence requirements of the Sarbanes-Oxley Act of 2002 (the "***Sarbanes-Oxley Act***") with respect to the Company (or with respect to Legacy Tritium Holdings at any time prior to January 13, 2022 during which the Accountant was engaged by Legacy Tritium Holdings as its independent registered public accounting firm).

(e) Since January 13, 2022, the Company has timely filed all certifications and statements the Company is required to file under (i) Rule 13a-14 or Rule 15d-14 under the Exchange Act or (ii) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act) with respect to all Commission Documents with respect to which the Company is required to file such certifications and statements thereunder.

Section 5.7. Subsidiaries. Schedule 5.7 sets forth each Subsidiary of the Company as of the Closing Date, showing its jurisdiction of incorporation or organization and the percentage of the Company's ownership of the outstanding capital stock or other ownership interests of such Subsidiary, and the Company does not have any other Subsidiaries as of the Closing Date. No Subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's property or assets to the Company or any other Subsidiary of the Company, except as described in or contemplated by the Commission Documents or as would not reasonably be expected to have a Material Adverse Effect.

Section 5.8. No Material Adverse Effect or Material Adverse Change. Except as otherwise disclosed in any Commission Documents, since January 13, 2022: (a) the Company has not experienced or suffered any Material Adverse Effect, and there exists no current state of facts, condition or event which would have a Material Adverse Effect; (b) the Company and its Subsidiaries have conducted their respective businesses in all material respects in the ordinary course and in a manner consistent with past practice, other than due to any actions taken due to a "shelter in place," "non-essential employee" or similar direction of any Governmental Authority; and (c) none of the Company or any of its Subsidiaries has sold, assigned, transferred, permitted to lapse, abandoned, or otherwise disposed of any right, title, or interest in or to any of its material assets (including Intellectual Property owned or purported to be owned by the Company or any of its Subsidiaries) other than revocable non-exclusive licenses (or sublicenses) of Intellectual Property owned or purported to be owned by the Company or any of its Subsidiaries granted in the ordinary course of business.

Section 5.9. No Undisclosed Liabilities. Neither the Company nor any of its Subsidiaries has any liabilities, obligations, claims or losses (whether liquidated or unliquidated, secured or unsecured, absolute, accrued, contingent or otherwise) that would be required to be disclosed on a balance sheet of the Company or any Subsidiary (including the notes thereto) in conformity with GAAP and are not disclosed in the Commission Documents, other than those incurred in the ordinary course of the Company's or its Subsidiaries respective businesses since January 13, 2022 and which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 5.10. [Reserved].

Section 5.11. Indebtedness; Solvency. There is no existing or continuing default or event of default in respect of any Indebtedness of the Company or any of its Subsidiaries which would reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Subsidiary is in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any material indenture, mortgage, deed of trust, loan agreement or other similar agreement or instrument to which the Company or any Subsidiary is a party or by which the

Company or any Subsidiary is bound or to which any of the property or assets of the Company or any Subsidiary is subject, except for any such default that would not reasonably be expected to have a Material Adverse Effect. The Company has not taken any steps, and does not currently expect to take any steps, to seek protection pursuant to any Bankruptcy Law, nor does the Company have any Knowledge that its creditors intend to initiate involuntary bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for relief under any Bankruptcy Law or any law for the relief of debtors. The Company is financially solvent and is generally able to pay its debts as they become due. The Company is not in nor subject to a bankruptcy or insolvency proceeding in Australia or in any other non-U.S. jurisdiction.

Section 5.12. Title To Assets. The Company and the Subsidiaries have good and valid title in fee simple to all items of real property and good and valid title to all personal property described in the Commission Documents as being owned by them that are material to the businesses of the Company or such Subsidiary, in each case free and clear of all liens, encumbrances and claims, except those that (i) do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries or (ii) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Any real property described in the Commission Documents as being leased by the Company or any of its Subsidiaries is held by them under valid, existing and enforceable leases, except those that (A) do not materially interfere with the use made or proposed to be made of such property by the Company or the Subsidiaries or (B) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Other than due to any actions taken to comply with "shelter in place," "non-essential employee" or similar direction of any Governmental Authority, including the Centers for Disease Control and Prevention, the Australian Government Department of Health and the World Health Organization, in each case, in connection with or in response to the COVID-19 pandemic, there are no contractual or legal restrictions that preclude or restrict the ability of the Company or any of its Subsidiaries to use any leased real property by such party for the purposes for which it is currently being used, except as would not, individually or in the aggregate, be material to the Company or any of its Subsidiaries. There are no latent defects or adverse physical conditions affecting any real property described in the Commission Documents as being leased by the Company or any of its Subsidiaries, and improvements thereon, other than those that would not reasonably be expected to have a Material Adverse Effect.

Section 5.13. Actions Pending. Except as disclosed in the Commission Documents, there is no litigation, suit, claim, charge, grievance, action, proceeding, audit or investigation by or before any Governmental Authority (an "***Action***") pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries,or any property or asset of the Company or any of its Subsidiaries, which would reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries nor any property or asset of the Company or any of its Subsidiaries is, subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or, to the Knowledge of the Company, continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority which would reasonably be expected to have a Material Adverse Effect.

Section 5.14. Compliance With Law. The business of the Company and the Subsidiaries has been and is presently being conducted in compliance with all applicable U.S. federal, state, local, Australian and other foreign governmental laws, rules, regulations and ordinances, except as set forth in the Commission Documents and except for such non-compliance which, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any of its Subsidiaries is in violation of any judgment, decree or order or any statute, ordinance, rule or regulation of any Governmental Authority applicable to the Company or any of its Subsidiaries, and neither the Company nor any of its Subsidiaries will conduct its business in violation of any of the foregoing, except in all cases for any such violations which could not, individually or in the aggregate, have a Material Adverse Effect.

Section 5.15. Certain Fees. No brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Investor shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 5.15 incurred by the Company or its Subsidiaries that may be due or payable in connection with the transactions contemplated by the Transaction Documents.

Section 5.16. Disclosure. The Company confirms that neither it nor any other Person acting on its behalf has provided the Investor or any of its agents, advisors or counsel with any information that constitutes or could reasonably be expected to constitute material, nonpublic information concerning the Company or any of its Subsidiaries, other than the existence of the transactions contemplated by the Transaction Documents. The Company understands and confirms that the Investor will rely on the foregoing representations in effecting resales of Securities under the Registration Statement. All disclosure provided to Investor regarding the Company and its Subsidiaries, their businesses and the transactions contemplated by the Transaction Documents (including, without limitation, the representations and warranties of the Company contained in the Transaction Documents to which it is a party (as modified by the Disclosure Schedule)) furnished in writing by or on behalf of the Company or any of its Subsidiaries for purposes of or in connection with the Transaction Documents (other than forward-looking information and projections and information of a general economic nature and general information about the Company's industry), taken together, is true and correct in all material respects on the date on which such information is dated or certified, and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading at such time.

Section 5.17. Permits; Intellectual Property.

(a) Except as disclosed in the Commission Documents, each of the Company and its Subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority reasonably necessary for each of the Company and its Subsidiaries to own, lease and operate its properties or to carry on its business as it is now being conducted as disclosed in the Commission Documents (the "***Permits***"), except where the failure to have such Permits would not reasonably be expected to have a Material Adverse Effect. No suspension or cancellation of any

of the Permits is pending or, to the Knowledge of the Company, threatened in writing. Neither the Company nor any of its Subsidiaries is, or has been since January 13, 2022, in conflict with, or in default, breach or violation of (a) any statute, law, ordinance, rule or regulation applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected, or (b) any Material Agreement or Permit, except, in each case, for any such conflicts, defaults, breaches or violations that would not have or would not reasonably be expected to have a Material Adverse Effect. This Section 5.17(a) does not relate to environmental matters, such items being the subject of Section 5.18.

(b) The Company or one of its Subsidiaries owns or possesses adequate enforceable rights to use all Intellectual Property necessary for the conduct of their respective businesses as conducted as of the date hereof, except to the extent that the failure to own or possess adequate rights to use such Intellectual Property would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and the Subsidiaries have not received any written notice of any claim of infringement or conflict which asserted Intellectual Property rights of others, which infringement or conflict, if the subject of an unfavorable decision, would result in a Material Adverse Effect. There are no pending, or to the Company's Knowledge, threatened judicial proceedings or interference proceedings challenging the Company's or any Subsidiary's rights in or to or the validity of the scope of any of the Company's or its Subsidiaries' Intellectual Property. No other entity or individual has any right or claim in any of the Company's or any of its Subsidiaries' Intellectual Property by virtue of any contract, license or other agreement entered into between such entity or individual and the Company or any Subsidiary or by any non-contractual obligation, other than by written licenses granted by the Company or any Subsidiary. The Company has not received any written notice of any claim challenging the rights of the Company or its Subsidiaries in or to any Intellectual Property owned, licensed or optioned by the Company or any Subsidiary which claim, if the subject of an unfavorable decision, would result in a Material Adverse Effect.

Section 5.18. Environmental Compliance. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) each of the Company and its Subsidiaries (A) is in compliance with applicable Environmental Laws and (B) is in compliance with all Environmental Permits; and (ii) all Environmental Permits are validly issued and are in full force and effect, and all applications, notices or other documents have been timely filed to effect timely renewal, issuance or reissuance of such Environmental Permits. None of the Company or any of its Subsidiaries has been or is the subject of any Environmental Claim, and no Environmental Claim is pending or to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries or against any Person whose liability for the Environmental Claim was or may have been retained or assumed by contract or by operation of law or pursuant to any order by any Governmental Authority by the Company or any of its Subsidiaries, except for any such Environmental Claims that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No Hazardous Materials are present at, on, under or emanating from any properties or facilities currently leased, operated or used or previously owned, leased, operated or used, in circumstances that would reasonably be expected to form the basis for a material Environmental Claim against, or a requirement for investigation or remediation pursuant to applicable Environmental Law by, the Company or any of its Subsidiaries, except as would not reasonably be expected to have, individually or in the aggregate, a Material

Adverse Effect. None of the Company or any of its Subsidiaries has Released, disposed of, or arranged to dispose of, any Hazardous Materials in a manner, or to a location, that would reasonably be expected to result in a material Environmental Claim, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No material lien imposed by any Governmental Authority having jurisdiction pursuant to any Environmental Law is currently outstanding as to any assets owned, leased or operated by the Company or any of its Subsidiaries, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.19. [Reserved].

Section 5.20. Transactions With Affiliates. Except as set forth in the Commission Documents, none of the officers or directors of the Company and, to the Knowledge of the Company, none of the Company's shareholders, the officers or directors of any shareholder of the Company, or any family member or Affiliate of any of the foregoing, has either directly or indirectly any interest in, or is a party to, any transaction that is required to be disclosed as a related party transaction pursuant to Item 404 of Regulation S-K promulgated under the Securities Act.

Section 5.21. Employees; Labor Laws. No material labor dispute with the employees of the Company exists, except as described in the Commission Documents, or, to the Knowledge of the Company, is imminent; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers or contractors that would reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Subsidiary is in violation of or has received notice of any violation with respect to any applicable federal or state law relating to discrimination in the hiring, promotion or pay of employees, nor any applicable federal or state wage and hour laws, nor any state law precluding the denial of credit due to the neighborhood in which a property is situated, the violation of any of which could reasonably be expected to have a Material Adverse Effect. Except as disclosed in the Commission Documents, no employee of the Company or any of its Subsidiaries is or was represented by a labor union, works council, trade union, industrial organization, or similar representative of employees with respect to employment with the Company or any of its Subsidiaries, and neither the Company nor any of its Subsidiaries is or was a party to, subject to, or bound by a collective bargaining agreement, collective agreement, workplace agreement or any other material agreement with a labor union, works council, trade union, industrial organization, or similar representative of employees. There are no strikes, lockouts or work stoppages existing or, to the Company's Knowledge, threatened, against the Company or any of its Subsidiaries with respect to any employees of the Company or any of its Subsidiaries or any other individuals who have provided services with respect to the Company or any of its Subsidiaries that would reasonably be expected to have a Material Adverse Effect.

Section 5.22. Use of Proceeds. The proceeds from the sale of the Shares by the Company to Investor shall be used by the Company and its Subsidiaries in the manner as will be set forth in the Prospectus included in any Registration Statement (and any post-effective amendment thereto) and any Prospectus Supplement thereto filed pursuant to the Registration Rights Agreement.

Section 5.23. Investment Company Act Status. The Company is not, and as a result of the consummation of the transactions contemplated by the Transaction Documents and the application of the proceeds from the sale of the Shares as will be set forth in the Prospectus included in any Registration Statement (and any post-effective amendment thereto) and any Prospectus Supplement thereto filed pursuant to the Registration Rights Agreement the Company will not be an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 5.24. ERISA. To the Knowledge of the Company, (i) each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***") that is maintained, administered or contributed to by the Company or any of its affiliates for employees or former employees of the Company and the Subsidiaries has been maintained in material compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Internal Revenue Code of 1986, as amended (the "***Code***"); and (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred which would result in a material liability to the Company with respect to any such plan excluding transactions effected pursuant to a statutory or administrative exemption, other than, in the case of (i) and (ii) above, as would not reasonably be expected to have a Material Adverse Effect.

Section 5.25. Taxes. The Company and each of its Subsidiaries has filed all federal, state, local and foreign tax returns required to be filed through the date of this Agreement or have requested extensions thereof (except where the failure to file would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect) and have paid all taxes required to be paid thereon (except for cases in which the failure to file or pay would not reasonably be expected to have a Material Adverse Effect, or, except as currently being contested in good faith and for which reserves required by GAAP have been created in the financial statements of the Company), and no tax deficiency has been determined adversely to the Company or any of its Subsidiaries which have had a Material Adverse Effect, nor does the Company have any notice or Knowledge of any tax deficiency which could reasonably be expected to be determined adversely to the Company or any of its Subsidiaries and which would reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries has deferred the employer's share of any "applicable employment taxes" under Section 2302 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116-136, H.R. 748 (Mar. 27, 2020) (the "***CARES Act***") or received or claimed any tax credits under Sections 7001 through 7005 of the Families First Coronavirus Response Act, Pub. L. 116-127, H.R. 6201 (Mar. 14, 2020) or Section 2301 of the CARES Act.

Section 5.26. Insurance. (i) The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks in such amounts and subject to such self-insurance retentions as are prudent and customary in the businesses in which they are engaged; (ii) all policies of insurance and fidelity or surety bonds insuring the Company or any of the Subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect; (iii) the Company and each of its Subsidiaries are in compliance with the terms of such policies and instruments in all material respects; and there are no claims by the Company or any of its Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; and (iv) the Company and its Subsidiaries have no reason to believe that they will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not reasonably be expected to have a Material Adverse Effect, whether or not arising from transactions in the ordinary course of business.

Section 5.27. Exemption from Registration. Subject to, and in reliance on, the representations, warranties and covenants made herein by the Investor, the offer and sale of the Securities in accordance with the terms and conditions of this Agreement is exempt from the registration requirements of the Securities Act pursuant to Section 4(a)(2) and Rule 506(b) of Regulation D; provided, however, that at the request of and with the express agreement of the Investor (including, without limitation, the representations, warranties and covenants of Investor set forth in Sections 4.9 through 4.13), the Securities to be issued from and after Commencement to or for the benefit of the Investor pursuant to this Agreement shall be issued to the Investor or its designee only as DWAC Shares and will not bear legends noting restrictions as to resale of such Securities under federal or state securities laws, nor will any such Securities be subject to stop transfer instructions.

Section 5.28. No General Solicitation or Advertising. Neither the Company, nor any of its Subsidiaries or Affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Securities.

Section 5.29. No Integrated Offering. None of the Company, its Subsidiaries or any of their Affiliates, nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration under the Securities Act or any applicable U.S. state or Australian securities laws of the offer, issuance and sale of any of the Securities by the Company to the Investor pursuant to this Agreement, whether through integration with prior offerings or otherwise, or cause this offering of the Securities by the Company to require approval of shareholders of the Company under any applicable shareholder approval provisions, including, without limitation, under the rules and regulations of the Trading Market. None of the Company, its Subsidiaries, their Affiliates nor any Person acting on their behalf will take any action or steps referred to in the preceding sentence that would require registration under the Securities Act or any applicable U.S. state or Australian securities laws of the offer, issuance and sale of any of the Securities by the Company to the Investor pursuant to this Agreement or cause the offering of any of the Securities by the Company to be integrated with any other offering of securities of the Company.

Section 5.30. Dilutive Effect. The Company is aware and acknowledges that issuance of the Securities could cause dilution to existing shareholders and could significantly increase the outstanding number of Ordinary Shares. The Company further acknowledges that its obligation to issue the Commitment Shares and to issue the Shares pursuant to the terms of a VWAP Purchase Notice and an Intraday VWAP Purchase Notice, as applicable, in accordance with this Agreement is, in each case, absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other shareholders of the Company.

Section 5.31. Manipulation of Price. Neither the Company nor any of its officers, directors or Affiliates has, and, to the Knowledge of the Company, no Person acting on their behalf has, (i) taken, directly or indirectly, any action designed or intended to cause or to result in the stabilization or manipulation of the price of any security of the Company, or which caused or resulted in, or which would in the future reasonably be expected to cause or result in, the stabilization or manipulation of the price of any security of the Company, in each case to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company. Neither the Company nor any of its officers, directors or Affiliates will during the term of this Agreement, and, to the Knowledge of the Company, no Person acting on their behalf will during the term of this Agreement, take any of the actions referred to in the immediately preceding sentence.

Section 5.32. Securities Act. The Company has complied and shall comply with all applicable U.S. federal and applicable state securities laws, the Corporations Act and all applicable Australian securities laws in connection with the offer, issuance and sale of the Securities hereunder, including, without limitation, the applicable requirements of the Securities Act. Each Registration Statement, upon filing with the Commission and at the time it is declared effective by the Commission, shall satisfy all of the requirements of the Securities Act to register the resale of the Registrable Securities included therein by the Investor in accordance with the Registration Rights Agreement on a delayed or continuous basis under Rule 415 under the Securities Act at then-prevailing market prices, and not fixed prices. The Company is not currently, and has not been since January 13, 2022, an issuer identified in, or subject to, Rule 144(i). The Company has filed current "Form 10 information" (as defined in Rule 144(i)(3) under the Securities Act) with the Commission on January 14, 2022 reflecting its status as an entity that is not a shell company.

Section 5.33. Listing and Maintenance Requirements; DTC Eligibility. As of the date of this Agreement and the Closing Date, the Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act, and the Company has taken no action designed to, or which to its Knowledge is likely to have the effect of, terminating the registration of the Ordinary Shares under the Exchange Act, nor has the Company received any notification that the Commission is contemplating terminating such registration. As of the date of this Agreement and the Closing Date, the Company has not received notice from the Trading Market to the effect that the Company is not in compliance with the listing or maintenance requirements of the Trading Market. As of the Closing Date, the Company is in compliance with all applicable listing and maintenance requirements of the Trading Market. The Ordinary Shares may be issued and transferred electronically to third parties via DTC through its Deposit/Withdrawal at Custodian ("***DWAC***") delivery system. The Company has not received notice from DTC to the effect that a suspension of, or restriction on, accepting additional deposits of the Ordinary Shares, electronic trading or book-entry services by DTC with respect to the Ordinary Shares is being imposed or is contemplated.

Section 5.34. No Application of Takeover Protections. There is no anti-takeover provision under the Company Organizational Documents or the Corporations Act, which is or could become applicable to the Investor as a result of the transactions contemplated by this Agreement, including, without limitation, the Company's allotment, issuance and sale of the Securities to the Investor pursuant to this Agreement and the Investor's subscription for, purchase and acquisition of the Securities from the Company pursuant to this Agreement, or the Investor's ownership of the Securities.

Section 5.35. No Unlawful Payments. Except as disclosed in the Commission Documents, neither the Company nor any of its Subsidiaries nor their respective officers, directors, employees, nor, to the Knowledge of the Company, any agents, distributors, or other third-party representatives acting on behalf of the Company or any of its Subsidiaries, have in the past five (5) years: (i) violated or been convicted of violating any applicable Anti-Corruption Laws, or (ii) directly or knowingly indirectly, made, offered, paid, given, provided, promised to pay or give, or authorized the payment or giving of any money, contribution, commission, bribe, kickback, payoff, rebate, reward, gift, hospitality, entertainment, influence payment, inducement (including any facilitation payment), or any other thing of value, to any Person, including any Government Official, corruptly, or any employee or representative of a Governmental Authority, or any Person acting for or behalf of any Government Official, in order to influence decisions of such a Person, to induce such a Person to take or omit to take any action, to secure any improper business advantage, such as obtaining or retaining business or other favorable government action, or to otherwise secure any improper advantage, or for any other prohibited purpose (within the meaning of applicable Anti-Corruption Laws); or (iii) created any false record or established or maintained any fund or asset that has not been recorded in the books and records of the Company or any of its Subsidiaries in connection with such actions, in each case in such a manner that would violate applicable Anti-Corruption Laws. The Company and its Subsidiaries have instituted and maintained policies, procedures, and controls reasonably designed to promote continued compliance therewith. There have been no proceedings or investigations by or before any Governmental Authority involving the Company or any of its Subsidiaries or their respective directors, officers or employees relating to the Anti-Corruption Laws in the past five (5) years nor are there any pending, or, to the Knowledge of the Company, threatened.

Section 5.36. Certain Business Practices. Except as disclosed in the Commission Documents, the Company and its Subsidiaries, and their respective officers, directors, and employees, and, to the Knowledge of the Company, any agents, distributors or other third-party representatives, including but not limited to attorneys, accountants, consultants, or advisors, to the extent they act on behalf of the Company or any of its Subsidiaries, are currently, and have for the past five (5) years at all times been, in compliance in all material respects with all applicable Sanctions and Ex-Im Laws. Neither the Company nor any of its Subsidiaries, nor any of their respective officers, directors, or employees, nor, to the Knowledge of the Company, any agents or other third-party representatives acting on behalf of the Company or any of its Subsidiaries, are currently, or have been in the last five (5) years: (i) a Sanctioned Person; (ii) organized, resident, or located in a Sanctioned Country; (iii) operating, conducting business, or participating in any transaction in or with any Sanctioned Country, to the extent such activities violate applicable Sanctions or Ex-Im Laws; or (iv) to the Knowledge of the Company, engaging in dealings with any Sanctioned Person, to the extent such activities violate applicable Sanctions or Ex-Im Laws. There are not now and have not been in the last five (5) years any material proceedings, investigations, or disclosures by or before any Governmental Authority involving the Company, any of its Subsidiaries, any of their respective directors, officers, or employees, or, to the Company's Knowledge, their agents relating to Sanctions or Ex-Im Laws, nor to the Company's Knowledge is such a proceeding, investigation, or disclosure pending or threatened.

Section 5.37. Reserved.

Section 5.38. Foreign Private Issuer Status. The Company is a "foreign private issuer" within the meaning of Rule 405 under the Securities Act.

Section 5.39. PFIC Status. Based on the current and anticipated composition of the income, assets and operations of the Company and its Subsidiaries, the Company is not expected to be treated as a "passive foreign investment company," as such term is defined in the Code for the taxable year that includes the Closing Date.

Section 5.40. Emerging Growth Company Status. The Company is an "emerging growth company" as defined in Section 2(a)(19) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012.

Section 5.41. IT Systems. (i)(x) To the Knowledge of Company, there has been no security breach or other compromise of any of the Company's or its Subsidiaries' information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology (collectively, "***IT Systems and Data***") and (y) the Company has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to the IT Systems and Data, except as would not, in the case of this clause (i), individually or in the aggregate, have a Material Adverse Effect; (ii) the Company is presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any Governmental Authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except as would not, in the case of this clause (ii), individually or in the aggregate, have a Material Adverse Effect; and (iii) the Company has implemented backup and disaster recovery technology consistent with industry standards and practices.

Section 5.42. Compliance With Privacy Laws. The Company and the Subsidiaries are, and at all prior times were, in material compliance with all applicable Privacy Laws. To ensure compliance with the Privacy Laws, the Company has in place, complies with, and takes appropriate steps to ensure compliance in all material respects with its policies and procedures relating to data privacy and security and the collection, storage, use, processing, disclosure, handling, and analysis of Personal Information and Confidential Data (the "***Policies***"). The Company has at all times made all disclosures to users or customers required by applicable laws and regulatory rules or requirements, and none of such disclosures made or contained in any of its Policies have been inaccurate or in violation of any applicable laws and regulatory rules or requirements in any material respect. The Company further certifies that neither it nor any Subsidiary: (i) has received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the Privacy Laws, and the Company has no Knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any Privacy Law; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any Privacy Law.

Section 5.43. No Disqualification Events. None of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering contemplated hereby, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "***Issuer Covered Person***") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "***Disqualification Event***"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Securities Act. The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event.

Section 5.44. Market Capitalization. As of the date of this Agreement, the aggregate market value of the outstanding voting and non-voting common equity (as defined in Rule 405 of the Securities Act) of the Company held by persons other than Affiliates of the Company (pursuant to Rule 144, those that directly, or indirectly through one or more intermediaries, control, or are controlled by, or are under common control with, the Company) (the "***Non-Affiliate Shares***"), was equal to $345.2 million (calculated by multiplying (i) the highest price at which the common equity of the Company closed on the Trading Market within 60 days of the date of this Agreement by (ii) the number of Non-Affiliate Shares).

Section 5.45. Broker/Dealer Relationships; FINRA Information. Neither the Company nor any of its Subsidiaries (i) is required to register as a "broker" or "dealer" in accordance with the provisions of the Exchange Act or (ii) directly or indirectly through one or more intermediaries, controls or is a "person associated with a member" or "associated person of a member" (within the meaning set forth in the FINRA Manual). All of the information provided to the Investor, BRS or to their counsel, specifically for use by BRS in connection with the FINRA Filing (and related disclosure) with FINRA, by the Company, its counsel, its officers and directors and the holders of any securities (debt or equity) or options to acquire any securities of the Company in connection with the transactions contemplated by the Transaction Documents is true, complete, correct and compliant with FINRA's rules and any letters, filings or other supplemental information provided to FINRA pursuant to FINRA Rules.

Section 5.46. Margin Rules. Neither the issuance, sale and delivery of the Shares nor the application of the proceeds thereof by the Company as described in the Commission Documents will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

Section 5.47. Acknowledgement Regarding Relationship with Investor and BRS. The Company acknowledges and agrees, to the fullest extent permitted by applicable law, that the Investor is acting solely in the capacity of an arm's-length purchaser with respect to this Agreement, the Registration Rights Agreement and the transactions contemplated by the Transaction Documents, and BRS is acting as a representative of the Investor in connection with the transactions contemplated by the Transaction Documents, and of no other party, including the Company. The Company further acknowledges that while the Investor will be deemed to be a statutory "underwriter" with respect to certain of the transactions contemplated by the Transaction Documents in accordance with interpretive positions of the Staff of the Commission, the Investor is a "trader" that is not required to register with the Commission as a broker-dealer under Section 15(a) of the Securities Exchange Act of 1934. The Company further acknowledges that the Investor and its representatives are not acting as a financial advisor or fiduciary of the Company

(or in any similar capacity) with respect to this Agreement, the Registration Rights Agreement and the transactions contemplated by the Transaction Documents, and any advice given by the Investor or any of its representatives (including BRS) or agents in connection therewith is merely incidental to the Investor's acquisition of the Securities. The Company and Investor understand and acknowledge that employees of BRS may discuss market color, VWAP Purchase Notice and Intraday VWAP Purchase Notice timing and parameter considerations and other related capital markets considerations with the Company in connection with the Transaction Documents and the transactions contemplated thereby, in all cases on behalf of the Investor. The Company acknowledges and agrees that the Investor has not made and does not make any representations or warranties with respect to the transactions contemplated by the Transaction Documents other than those specifically set forth in Article IV.

Section 5.48. Acknowledgement Regarding Investor's Affiliate Relationships. Affiliates of the Investor, including BRS, engage in a wide range of activities for their own accounts and the accounts of customers, including corporate finance, mergers and acquisitions, merchant banking, equity and fixed income sales, trading and research, derivatives, foreign exchange, futures, asset management, custody, clearance and securities lending. In the course of their respective business, Affiliates of the Investor may, directly or indirectly, hold long or short positions, trade and otherwise conduct such activities in or with respect to debt or equity securities or bank debt of, or derivative products relating to, the Company. Any such position will be created, and maintained, independently of the position the Investor takes in the Company. In addition, at any given time Affiliates of the Investor, including BRS, may have been or in the future may be engaged by one or more entities that may be competitors with, or otherwise adverse to, the Company in matters unrelated to the transactions contemplated by the Transaction Documents, and Affiliates of the Investor, including BRS may have or may in the future provide investment banking or other services to the Company in matters unrelated to the transactions contemplated by the Transaction Documents. Activities of any of the Investor's Affiliates performed on behalf of the Company may give rise to actual or apparent conflicts of interest given the Investor's potentially competing interests with those of the Company. The Company expressly acknowledges the benefits it receives from the Investor's participation in the transactions contemplated by the Transaction Documents, on the one hand, and the Investor's Affiliates' activities, if any, on behalf of the Company unrelated to the transactions contemplated by the Transaction Documents, on the other hand, and understands the conflict or potential conflict of interest that may arise in this regard, and has consulted with such independent advisors as it deems appropriate in order to understand and assess the risks associated with these potential conflicts of interest. Consistent with applicable legal and regulatory requirements, applicable Affiliates of the Investor have adopted policies and procedures to establish and maintain the independence of their research departments and personnel from their investment banking groups and the Investor. As a result, research analysts employed by Affiliates of the Investor may hold views, make statements or investment recommendations or publish research reports with respect to the Company or the transactions contemplated by the Transaction Documents that differ from the views of the Investor.

Section 5.49. Products Liability. There have been no recalls, seizures or withdrawals from any market of Products and (ii) neither the Company nor any of its Subsidiaries has any material liability arising as a result of or relating to, or has received any written notice of any threatened legal claim (and, to the Company's Knowledge, there is no reasonable basis for) any action, suit, charge, proceeding, audit or investigation, or any threat of the foregoing, relating to (A) material bodily injury, death or other disability arising as a result of the ownership, possession or use of any Product or (B) false advertising or deceptive trade practices, except in each case other than those that would not have a Material Adverse Effect.

Section 5.50. Submission to Jurisdiction. The Company has the power to submit, and pursuant to Section 10.2(ii) of this Agreement, has legally, validly, effectively and irrevocably submitted, to the personal jurisdiction of each United States federal court and New York state court located in the State of New York, Borough of Manhattan, in the City of New York, New York, U.S.A. (each, a "***New York Court***"), and the Company has the power to designate, appoint and authorize, and pursuant to Section 10.2(ii) of this Agreement, has legally, validly, effectively and irrevocably designated, appointed and authorized the an agent for service of process in any action arising out of or relating to the Securities, this Agreement, the Registration Rights Agreement, the other Transaction Documents or any of the transactions contemplated hereby or thereby in any New York Court, and service of process effected on such authorized agent will be effective to confer valid personal jurisdiction over the Company as provided in Section 10.2(ii) of this Agreement.

Section 5.51. No Rights of Immunity. Except as provided by laws or statutes generally applicable to transactions of the type described in this Agreement, neither the Company nor any of its respective properties, assets or revenues has any right of immunity under Australian, United States federal or New York State law, from any legal action, suit or proceeding, from the giving of any relief in any such legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any Australian, United States federal or New York State court, from service of process, attachment upon or prior judgment, or attachment in aid of execution of judgment, or from execution of a judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of a judgment, in any such court, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with this Agreement and the Registration Rights Agreement. Subject to the qualifications and limitations set forth in the Merger Proxy Statement/Prospectus, a final and conclusive judgment against the Company for a definitive sum of money entered by any court in the United States may be enforced by an Australian court. To the extent that the Company or any of its respective properties, assets or revenues may have or may hereafter become entitled to any such right of immunity in any such court in which proceedings may at any time be commenced, the Company waives or will waive such right to the extent permitted by law and has consented to such relief and enforcement as provided in Section 10.2(ii) of this Agreement.

Section 5.52. No Australian Prospectus. Subject to the representations, warranties, and covenants given by the Investor pursuant to this Agreement being true and correct, the Company is not required to lodge a prospectus in Australia under the laws of Australia, including, without limitation, Australian securities laws and the Corporations Act, with respect to the offer and sale of the Securities by the Company to the Investor pursuant to, in accordance with and subject to the terms and conditions of this Agreement, or with respect to the performance by the Company of its obligations under this Agreement and the Registration Rights Agreement.

Section 5.53. Australian Taxation. No transaction, stamp or other issuance or transfer taxes or duties, and assuming that the Investor is not otherwise subject to taxation in Australia due to Australian tax residence or the existence of a permanent establishment in Australia, no capital gain, income, transfer, withholding or other tax or duty is payable in Australia by or on behalf of the Investor to any Australian tax authority or agency in connection with (i) the issuance, sale and delivery of the Securities by the Company to the Investor; (ii) the subscription for, purchase and acquisition of the Securities by the Investor from the Company; (iii) the holding, transfer or resale of the Securities by the Investor; or (iv) the execution and delivery of this Agreement, the Registration Rights Agreement and the other Transaction Documents by the parties hereto and thereto or the performance by the parties hereto and thereto of their respective obligations hereunder and thereunder.

Section 5.54. Australian Securities Laws. Subject to the representations, warranties and covenants given by the Investor pursuant to this Agreement being true and correct, the Company has not engaged in any form of solicitation, advertising or any other action constituting an offer or sale under Australian securities laws in connection with the transactions contemplated hereby which would require the Company to lodge a prospectus or any other disclosure document in Australia under applicable Australian securities laws or the Corporations Act.

Section 5.55. The Corporations Act. Subject to the representations, warranties and covenants given by the Investor pursuant to this Agreement being true and correct, the Company is in compliance with all provisions of the Corporations Act applicable to the Company, including, without limitation, in connection with the Company's execution and delivery of this Agreement, the Registration Rights Agreement and the other Transaction Documents to which it is a party and the performance by the Company of its obligations hereunder and thereunder (including the offer and sale of the Securities by the Company to the Investor pursuant to, in accordance with and subject to the terms and conditions of this Agreement and the registration for resale by the Investor of the Registrable Securities under the Securities Act pursuant to the Registration Rights Agreement).

ARTICLE VI
ADDITIONAL COVENANTS

The Company covenants with the Investor, and the Investor covenants with the Company, as follows, which covenants of one party are for the benefit of the other party, during the Investment Period (and with respect to the Company, for the period following the termination of this Agreement specified in Section 8.3 pursuant to and in accordance with Section 8.3):

Section 6.1. Securities Compliance. The Company shall notify the Commission, the ASIC and the Trading Market, if and as applicable, in accordance with their respective rules and regulations, of the transactions contemplated by the Transaction Documents, and shall take all necessary action, undertake all proceedings and obtain all registrations, permits, consents and approvals for the legal and valid issuance of the Securities to the Investor in accordance with the terms of the Transaction Documents, as applicable.

Section 6.2. Availability and Authorization of Ordinary Shares. The Company has duly authorized, or shall after necessary corporate action have duly authorized, for issuance the requisite aggregate number of Ordinary Shares to enable the Company to timely effect (i) the allotment, issuance and delivery of all Commitment Shares to be issued and delivered to the Investor under Section 10.1(ii) within the time period specified in Section 10.1(ii), (ii) the

allotment, issuance, sale and delivery of all Shares to be issued, sold and delivered in respect of each VWAP Purchase effected under this Agreement, in the case of this clause (ii), at least prior to the delivery by the Company to the Investor of the applicable VWAP Purchase Notice in connection with such VWAP Purchase, and (iii) the allotment, issuance, sale and delivery of all Shares to be issued, sold and delivered in respect of each Intraday VWAP Purchase effected under this Agreement, in the case of this clause (iii), at least prior to the delivery by the Company to the Investor of the applicable Intraday VWAP Purchase Notice in connection with such Intraday VWAP Purchase, all of which Ordinary Shares, in each case, shall not be subject to any call for payment of further capital and shall be free from all liens, charges, taxes, security interests, encumbrances, rights of first refusal, preemptive or similar rights and other encumbrances with respect to the issue thereof.

Section 6.3. Registration and Listing. The Company shall use its commercially reasonable efforts to cause the Ordinary Shares to continue to be registered as a class of securities under Sections 12(b) of the Exchange Act, and to comply with its reporting and filing obligations under the Exchange Act, and shall not take any action or file any document (whether or not permitted by the Securities Act or the Exchange Act) to terminate or suspend such registration or to terminate or suspend its reporting and filing obligations under the Exchange Act or Securities Act, except as permitted herein. The Company shall use its commercially reasonable efforts to continue the listing and trading of its Ordinary Shares and the listing of the Securities subscribed for and purchased or acquired by the Investor hereunder on the Trading Market (or another Eligible Market) and to comply with the Company's reporting, filing and other obligations under the rules and regulations of the Trading Market (or other Eligible Market, as applicable). The Company shall not take any action which could be reasonably expected to result in the delisting or suspension of the Ordinary Shares on the Trading Market (or other Eligible Market, as applicable). If the Company receives any final and non-appealable notice that the listing or quotation of the Ordinary Shares on the Trading Market (or other Eligible Market, as applicable) shall be terminated on a date certain, the Company shall promptly (and in any case within 24 hours) notify the Investor of such fact in writing and shall use its commercially reasonable efforts to cause the Ordinary Shares to be listed or quoted on another Eligible Market.

Section 6.4. Compliance with Laws.

(i) During the Investment Period, the Company shall comply with applicable provisions of the Securities Act, the Exchange Act, including Regulation M thereunder, applicable state securities or "Blue Sky" laws, and applicable listing rules of the Trading Market (or Eligible Market, as applicable), Australian securities laws and the Corporations Act, in connection with the transactions contemplated by this Agreement and the Registration Rights Agreement, except as would not, individually or in the aggregate, prohibit or otherwise interfere with the ability of the Company to enter into and perform its obligations under this Agreement in any material respect or for Investor to conduct resales of Securities under the Registration Statement in any material respect.

(ii) The Investor shall comply with all laws, rules, regulations and orders applicable to the performance by it of its obligations under this Agreement and its investment in the Securities, except as would not, individually or in the aggregate, prohibit or otherwise interfere with the ability of the Investor to enter into and perform its obligations under this Agreement in

any material respect. Without limiting the foregoing, the Investor shall comply with all applicable provisions of the Securities Act and the Exchange Act, including Regulation M thereunder, the rules and regulations of FINRA, and all applicable state securities or "Blue Sky" laws, in connection with the transactions contemplated by this Agreement and the Registration Rights Agreement.

Section 6.5. Keeping of Records and Books of Account; Due Diligence.

(i) The Investor and the Company shall each maintain records showing the remaining Total Commitment, the remaining Aggregate Limit, the dates and VWAP Purchase Share Amount for each VWAP Purchase, and the dates and Intraday VWAP Purchase Share Amount for each Intraday VWAP Purchase.

(ii) Subject to the requirements of Section 6.12, from time to time from and after the Closing Date, the Company shall make available for inspection and review by the Investor during normal business hours and after reasonable notice, customary documentation reasonably requested by the Investor and/or its appointed counsel or advisors to conduct due diligence; provided, however, that after the Closing Date, the Investor's continued due diligence shall not be a condition precedent to the Commencement or to the Investor's obligation to accept each VWAP Purchase Notice and each Intraday VWAP Purchase Notice timely delivered by the Company to the Investor in accordance with this Agreement.

Section 6.6. No Frustration; No Dilutive Issuances During Purchases; No Other Similar Transactions.

(i) **No Frustration.** The Company shall not enter into, announce or recommend to its shareholders any agreement, plan, arrangement or transaction in or of which the terms thereof would restrict, materially delay, conflict with or impair the ability or right of the Company to perform its obligations under the Transaction Documents to which it is a party, including, without limitation, the obligation of the Company to deliver (i) the Commitment Shares to the Investor not later than 4:00 p.m. (New York time) on the Trading Day immediately following the Closing Date in accordance with Section 10.1(ii), and (ii) the Shares to the Investor in respect of each VWAP Purchase and each Intraday VWAP Purchase effected by the Company pursuant to this Agreement, in each case not later than the applicable Purchase Share Delivery Date with respect to such VWAP Purchase and such Intraday VWAP Purchase (as applicable) in accordance with Section 3.3. For the avoidance of doubt, nothing in this Section 6.6(i) shall in any way limit the Company's right to terminate this Agreement in accordance with Section 8.2 (subject in all cases to Section 8.3).

(ii) **No Dilutive Issuances Before Settlement of a Pending VWAP Purchase or Pending Intraday VWAP Purchase.** None of the Company or any Subsidiary shall allot, issue, sell or grant any right, option or warrant to purchase, or allot issue, sell or grant any right to reprice (or reset the purchase price therefor), or otherwise dispose of for cash (or enter into any agreement, plan or arrangement contemplating any of the foregoing, or seek to utilize any existing agreement, plan or arrangement to effect any of the foregoing), or announce any offer, allotment, issuance, sale or grant of any option or warrant to purchase or other disposition for cash (or any agreement, plan or arrangement therefor), at any time (i) during the period beginning on the second (2nd)

Trading Day immediately preceding the Purchase Date for a VWAP Purchase and ending on the fifth (5th) Trading Day following the date of full settlement thereof and the issuance to the Investor of all of the Shares that are issuable to the Investor pursuant to such VWAP Purchase, and (ii) during the period beginning on the second (2nd) Trading Day immediately preceding the Purchase Date for an Intraday VWAP Purchase and ending on the fifth (5th) Trading Day following the date of full settlement thereof and the issuance to the Investor of all of the Shares that are issuable to the Investor pursuant to such Intraday VWAP Purchase (each such period specified in clauses (i) and (ii) above, a "***Reference Period***"), any Ordinary Shares or Ordinary Shares Equivalents, at an effective price per Ordinary Share less than the applicable VWAP Purchase Price per Share for such VWAP Purchase, or the applicable Intraday VWAP Purchase Price per Share for such Intraday VWAP Purchase, as the case may be (each such price, the "***Reference Price***") to be paid by the Investor in such VWAP Purchase or such Intraday VWAP Purchase, as the case may be, effected during such Reference Period (each such issuance, a "***Dilutive Issuance***"), other than an Exempt Issuance (it being understood and agreed that if the holder of the Ordinary Shares or Ordinary Shares Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive Ordinary Shares at an effective price per Ordinary Share that is less than the applicable Reference Price, such issuance shall be deemed to have occurred for less than the applicable Reference Price on such date of the Dilutive Issuance at such effective price). If the Company enters into a Variable Rate Transaction involving the issuance of Ordinary Shares Equivalents having a conversion price, exercise price, exchange rate or other price that is based upon and/or varies with the trading prices of or quotations for the Ordinary Shares at any time after the initial issuance of such Ordinary Shares Equivalents, the Company shall be deemed to have issued, as of the date the Ordinary Shares Equivalents were issued (whether or not such Ordinary Shares Equivalents are then immediately exercisable or convertible), the Ordinary Shares underlying such Ordinary Shares Equivalents at the lowest possible conversion or exercise price at which such Ordinary Shares Equivalents may be converted or exercised for Ordinary Shares (and if such Ordinary Shares Equivalents include a "floor price" representing the lowest conversion or exercise price at which such Ordinary Shares Equivalents may be converted or exercised, the Company shall be deemed to have issued the Ordinary Shares underlying such Ordinary Shares Equivalents at a price equal to such floor price). The Investor shall be entitled to seek injunctive relief against the Company, and any Subsidiary (as applicable) to preclude any such Dilutive Issuance that does not constitute an Exempt Issuance, which remedy shall be in addition to any right to collect damages, without the necessity of showing economic loss and without any bond or other security being required.

(iii) **No Other Similar Transactions.** From and after the date of this Agreement until the effective date of termination of this Agreement pursuant to Section 8.1 or Section 8.2 (subject in all cases to Section 8.3), neither the Company nor any Subsidiary shall allot, issue, sell or grant any, or otherwise dispose of or issue (or enter into any agreement, plan or arrangement contemplating any of the foregoing, or seek to utilize any existing agreement, plan or arrangement to effect any of the foregoing), or announce any offer, allotment, issuance, sale or grant or other disposition or issuance (or any agreement, plan or arrangement therefor) any Ordinary Shares or Ordinary Shares Equivalents (or a combination of units thereof) in any "equity line of credit" or "at the market offering" or other continuous offering or similar offering of Ordinary Shares or Ordinary Shares Equivalents, whereby the Company may sell Ordinary Shares or Ordinary Shares

Equivalents at a future determined price, other than (a) Securities issued to the Investor pursuant to this Agreement and any of the other Transaction Documents, or pursuant to any other agreement entered into by the Company and the Investor or any of its Affiliates at any time after the date of termination of this Agreement or (b) any Exempt Issuance.

Section 6.7. [Reserved].

Section 6.8. Fundamental Transaction. If a VWAP Purchase Notice or an Intraday VWAP Purchase Notice has been delivered to the Investor and the transactions contemplated therein have not yet been fully settled in accordance with Section 3.3 of this Agreement, the Company shall not effect any Fundamental Transaction until the expiration of five (5) Trading Days following the date of full settlement thereof and the issuance to the Investor of all of the Shares that are issuable to the Investor pursuant to the VWAP Purchase or Intraday VWAP Purchase (as applicable) to which such VWAP Purchase Notice or Intraday VWAP Purchase Notice (as applicable) relates.

Section 6.9. Selling Restrictions.

(i) Except as expressly set forth below, the Investor covenants that from and after the Closing Date through and including the Trading Day next following the expiration or termination of this Agreement as provided in Article VIII (the "***Restricted Period***"), none of the Investor, its sole member, any of their respective officers, or any entity managed or controlled by the Investor or its sole member (collectively, the "***Restricted Persons***" and each of the foregoing is referred to herein as a "***Restricted Person***") shall, directly or indirectly, (i) engage in or effect any Short Sales of the Ordinary Shares or (ii) hedging transaction, which establishes a net short position with respect to the Ordinary Shares, with respect to each of clauses (i) and (ii) hereof, either for its own account or for the account of any other Restricted Person. Notwithstanding the foregoing, it is expressly understood and agreed that nothing contained herein shall (without implication that the contrary would otherwise be true) prohibit any Restricted Person during the Restricted Period from: (1) selling "long" (as defined under Rule 200 promulgated under Regulation SHO) the Securities; or (2) selling a number of Ordinary Shares equal to the number of Shares that the Investor is unconditionally obligated to subscribe for and purchase under a pending VWAP Purchase Notice and/or under any one or more pending Intraday VWAP Purchase Notices, but has not yet received from the Company or its transfer agent pursuant to this Agreement, so long as (X) the Investor (or its Broker-Dealer, as applicable) delivers the Shares subscribed for and purchased pursuant to such pending VWAP Purchase Notice and the Shares subscribed for and purchased pursuant to such pending Intraday VWAP Purchase Notices (as applicable) to the purchaser thereof promptly upon the Investor's receipt of such Shares from the Company in accordance with Section 3.3 of this Agreement and (Y) neither the Company or its transfer agent shall have failed for any reason to deliver such Shares to the Investor or its Broker-Dealer so that such Shares are timely received by the Investor as DWAC Shares on the applicable Purchase Share Delivery Date for such VWAP Purchase and for such Intraday VWAP Purchases (as applicable) in accordance with Section 3.3 of this Agreement.

(ii) In addition to the foregoing, in connection with any sale of Securities (including any sale permitted by paragraph (i) above), the Investor shall comply in all respects with all applicable laws, rules, regulations and orders, including, without limitation, the requirements of the Securities Act and the Exchange Act.

Section 6.10. Effective Registration Statement. During the Investment Period, the Company shall use its commercially reasonable efforts to maintain the continuous effectiveness of the Initial Registration Statement and each New Registration Statement filed with the Commission under the Securities Act for the applicable Registration Period pursuant to and in accordance with the Registration Rights Agreement.

Section 6.11. Blue Sky. The Company shall take such action, if any, as is necessary by the Company in order to obtain an exemption for or to qualify the Securities for sale by the Company to the Investor pursuant to the Transaction Documents, and at the request of the Investor, the subsequent resale of Registrable Securities by the Investor, in each case, under applicable state securities or "Blue Sky" laws and shall provide evidence of any such action so taken to the Investor from time to time following the Closing Date; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 6.11, (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction.

Section 6.12. Non-Public Information. Neither the Company or any of its Subsidiaries, nor any of their respective directors, officers, employees or agents shall disclose any material non-public information about the Company to the Investor, unless a simultaneous public announcement thereof is made by the Company in the manner contemplated by Regulation FD. In the event of a breach of the foregoing covenant by the Company or any of its Subsidiaries, or any of their respective directors, officers, employees and agents (as determined in the reasonable good faith judgment of the Investor), if the Investor is holding any Securities at the time of the disclosure of such material, non-public information (i) the Investor shall promptly provide written notice of such breach to the Company and (ii) after such notice has been provided to the Company and, provided that the Company shall have failed to publicly disclose such material, non-public information within two (2) Trading Days following demand therefor by the Investor, in addition to any other remedy provided herein or in the other Transaction Documents, the Investor shall have the right to make a public disclosure, in the form of a press release, public advertisement or otherwise, of such material, non-public information without the prior approval by the Company, any of its Subsidiaries, or any of their respective directors, officers, employees or agents. The Investor shall not have any liability to the Company, any of its Subsidiaries, or any of their respective directors, officers, employees, shareholders or agents, for any such disclosure, except in the case of the Investor's willful misconduct or gross negligence.

Section 6.13. Broker-Dealer. The Investor shall use one or more broker-dealers (one of which is BRS, an Affiliate of the Investor) to effectuate all sales, if any, of the Securities that it may subscribe for and purchase or otherwise acquire from the Company pursuant to the Transaction Documents, as applicable, which (or whom) shall be a DTC participant (collectively, the "***Broker-Dealer***"). The Investor shall, from time to time, provide the Company and the Company's transfer agent with all information regarding the Broker-Dealer reasonably requested by the Company. The Investor shall be solely responsible for all fees and commissions of the Broker-Dealer (if any), which shall not exceed customary brokerage fees and commissions and shall be responsible for designating only a DTC participant eligible to receive DWAC Shares.

Section 6.14. FINRA Filing. The Company shall assist the Investor and BRS with BRS' preparation and filing with FINRA's Corporate Financing Department via the Public Offering System of all documents and information required to be filed with FINRA pursuant to FINRA Rule 5110 with regard to the transactions contemplated by this Agreement (the "***FINRA Filing***"). In connection therewith, on or prior to the date the FINRA Filing is first made by BRS with FINRA, the Company shall pay to FINRA by wire transfer of immediately available funds the applicable filing fee with respect to the FINRA Filing, and the Company shall be solely responsible for payment of such fee. The parties hereby agree to provide each other and BRS all requisite information and otherwise to assist each other and BRS in a timely fashion in order for BRS to complete the preparation and submission of the FINRA Filing in accordance with this Section 6.14 and to assist BRS in promptly responding to any inquiries or requests from FINRA or its staff. Each party hereto shall (a) promptly notify the other party and BRS of any communication to that party or its Affiliates from FINRA, including, without limitation, any request from FINRA or its staff for amendments or supplements to or additional information in respect of the FINRA Filing and permit the other party and BRS to review in advance any proposed written communication to FINRA and (b) furnish the other party and BRS with copies of all written correspondence, filings and communications between them and their affiliates and their respective representatives and advisors, on the one hand, and FINRA or members of its staff, on the other hand, with respect to this Agreement, the Registration Rights Agreement or the transactions contemplated by the Transaction Documents. Each of the parties hereto agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other party and BRS in doing, all things necessary, proper or advisable in order for BRS to obtain as promptly as practicable written confirmation from FINRA to the effect that FINRA's Corporate Financing Department has determined not to raise any objection with respect to the fairness and reasonableness of the terms of the transactions contemplated by the Transaction Documents. Notwithstanding anything to the contrary contained in this Agreement, the Commencement Date shall not occur, unless and until BRS shall have received written confirmation from FINRA to the effect that FINRA's Corporate Financing Department has determined not to raise any objection with respect to the fairness and reasonableness of the terms of the transactions contemplated by this Agreement.

Section 6.15. QIU. If the Investor or any of its Affiliates, including BRS, reasonably determines that a Qualified Independent Underwriter is required to participate in the transactions contemplated by the Transaction Documents in order for such transactions to be in full compliance with the rules and regulations of FINRA, including, without limitation, FINRA Rule 5121, each of the parties hereto shall have executed such documentation as may reasonably be required to engage a Qualified Independent Underwriter to participate in the transactions contemplated by the Transaction Documents in accordance with the rules and regulations of FINRA, including, without limitation, FINRA Rule 5121.

Section 6.16. Disclosure Schedule.

(i) The Company may, from time to time, update the Disclosure Schedule as may be required to satisfy the conditions set forth in Section 7.2(i) and Section 7.3(i) (to the extent such condition set forth in Section 7.3(i) relates to the condition in Section 7.2(i) as of a specific Purchase Condition Satisfaction Time). For purposes of this Section 6.16, any disclosure made in a schedule to the Compliance Certificate shall be deemed to be an update of the Disclosure Schedule. Notwithstanding anything in this Agreement to the contrary, no update to the Disclosure Schedule pursuant to this Section 6.16 shall cure any breach of a representation or warranty of the Company contained in this Agreement and made prior to the update and shall not affect any of the Investor's rights or remedies with respect thereto.

(ii) Notwithstanding anything to the contrary contained in the Disclosure Schedule or in this Agreement, the information and disclosure contained in any Schedule of the Disclosure Schedule shall be deemed to be disclosed and incorporated by reference in any other Schedule of the Disclosure Schedule as though fully set forth in such Schedule for which applicability of such information and disclosure is readily apparent on its face. The fact that any item of information is disclosed in the Disclosure Schedule shall not be construed to mean that such information is required to be disclosed by this Agreement. Except as expressly set forth in this Agreement, such information and the thresholds (whether based on quantity, qualitative characterization, dollar amounts or otherwise) set forth herein shall not be used as a basis for interpreting the terms "material" or "Material Adverse Effect" or other similar terms in this Agreement.

Section 6.17. Delivery of Compliance Certificates and Bring-Down Negative Assurance Letters Upon Occurrence of Certain Events. Within three (3) Trading Days immediately following: (i) each date on which the Company files with the Commission (A) an Annual Report on Form 20-F under the Exchange Act, (B) a Form 20-F/A containing amended (or restated) financial information or a material amendment to a previously filed Annual Report on Form 20-F under the Exchange Act, (C) a Report of Foreign Private Issuer on Form 6-K that includes financial information as of the end of the Company's most recent fiscal quarter under the Exchange Act, or (D) a Report of Foreign Private Issuer on Form 6-K containing amended (or restated) financial information under the Exchange Act; and (ii) the effective date of (A) each post-effective amendment to the Initial Registration Statement, (B) each New Registration Statement and (C) each post-effective amendment to each New Registration Statement, and in any case, not more than once per calendar quarter (each, a "***Representation Date***"), the Company shall (I) deliver to the Investor a Compliance Certificate, dated the date of delivery to the Investor and (II) cause to be furnished to the Investor an opinion and negative assurance letter "bring-down" from outside U.S. counsel to the Company, dated the date of delivery to the Investor, substantially in the form mutually agreed to by the Company and the Investor prior to the date of this Agreement, modified, as necessary, to relate to a New Registration Statement or a post-effective amendment to the Initial Registration Statement or a New Registration Statement, and the Prospectus contained in a Registration Statement or post-effective amendment as then amended or supplemented by any Prospectus Supplement thereto as of the date of such letter, as applicable (each, a "***Bring-Down Negative Assurance Letter***"). The requirement to provide the documents identified in the previous sentence shall be tolled with respect to any Representation Date, if (A) the Company has given written notice to the Investor (with a copy to its counsel) in accordance with Section 10.4, not later than one (1) Trading Day prior to the applicable Representation Date, of the Company's decision to suspend delivery of VWAP Purchase Notices for future VWAP Purchases and delivery of Intraday VWAP Purchase Notices for future Intraday VWAP Purchases (each, a "***Future Purchase Suspension***") (it being hereby acknowledged and agreed that no Future Purchase

Suspension shall limit, alter, modify, change or otherwise affect any of the Company's or the Investor's rights or obligations under the Transaction Documents with respect to any pending VWAP Purchase and any pending Intraday VWAP Purchase (as applicable) that has not been fully settled in accordance with the terms and conditions of this Agreement, and that the parties shall fully perform their respective obligations with respect to any such pending VWAP Purchase and any pending Intraday VWAP Purchase under the Transaction Documents), and (B) such Representation Date does not occur during the period beginning on the Trading Day immediately preceding the Purchase Date for a VWAP Purchase or an Intraday VWAP Purchase (as applicable) and ending on the third (3rd) Trading Day following the date of full settlement thereof and the issuance to the Investor of all of the Shares that are issuable to the Investor pursuant to such VWAP Purchase or such Intraday VWAP Purchase (as applicable), which tolling shall continue until the earlier to occur of (1) the Trading Day immediately preceding the Purchase Date for a VWAP Purchase or an Intraday VWAP Purchase (as applicable), which for such calendar quarter shall be considered a Representation Date, and (2) the next occurring Representation Date. Notwithstanding the foregoing, if the Company subsequently decides to deliver a VWAP Purchase Notice or an Intraday VWAP Purchase Notice following a Representation Date when a Future Purchase Suspension was in effect and did not provide the Investor with the documents identified in clauses (I) and (II) of the first sentence of this Section 6.17, then prior to the Company's delivery to the Investor of such VWAP Purchase Notice or such Intraday VWAP Purchase Notice (as applicable) on a Purchase Date, the Company shall provide the Investor with the documents identified in clauses (I) and (II) of the first sentence of this Section 6.17, dated as of the applicable Purchase Date.

ARTICLE VII
CONDITIONS TO CLOSING, COMMENCEMENT AND PURCHASES

Section 7.1. **Conditions Precedent and Subsequent to Closing**. The Closing is subject to the satisfaction of each of the conditions set forth in this Section 7.1 on the Closing Date.

(i) **Accuracy of the Investor's Representations and Warranties**. The representations and warranties of the Investor contained in this Agreement (a) that are not qualified by "materiality" shall be true and correct in all material respects as of the Closing Date, except to the extent such representations and warranties are as of another date, in which case, such representations and warranties shall be true and correct in all material respects as of such other date and (b) that are qualified by "materiality" shall be true and correct as of the Closing Date, except to the extent such representations and warranties are as of another date, in which case, such representations and warranties shall be true and correct as of such other date.

(ii) **Accuracy of the Company's Representations and Warranties**. The representations and warranties of the Company contained in this Agreement (a) that are not qualified by "materiality" or "Material Adverse Effect" shall be true and correct in all material respects as of the Closing Date, except to the extent such representations and warranties are as of another date, in which case, such representations and warranties shall be true and correct in all material respects as of such other date and (b) that are qualified by "materiality" or "Material Adverse Effect" shall be true and correct as of the Closing Date, except to the extent such representations and warranties are as of another date, in which case, such representations and warranties shall be true and correct as of such other date.

(iii) **Payment of Investor Expense Reimbursement; Issuance of Commitment Shares.** Within ten (10) Trading Days of the Closing Date, the Company shall pay by wire transfer of immediately available funds to an account designated by the Investor (or the Investor's counsel), the Investor Expense Reimbursement in accordance with Section 10.1(i), all of which Investor Expense Reimbursement shall be fully earned and non-refundable as of the Closing Date, regardless of whether the Commencement occurs or whether any VWAP Purchases or Intraday VWAP Purchases are made or settled hereunder or any subsequent termination of this Agreement. On the Closing Date, the Company shall deliver irrevocable instructions to its transfer agent to issue to the Investor, not later than 4:00 p.m. (New York City time) on the Trading Day immediately following the Closing Date, a certificate or book-entry statement representing the Commitment Shares in the name of the Investor or its designee (in which case such designee name shall have been provided to the Company prior to the Closing Date), in consideration for the Investor's execution and delivery of this Agreement. Such certificate or book-entry statement shall be delivered to the Investor by email or by courier at its address set forth in Section 10.4 hereof in accordance with Section 10.4. For the avoidance of doubt, all of the Commitment Shares shall be fully earned as of the Closing Date, regardless of whether the Commencement occurs or whether any VWAP Purchases or Intraday VWAP Purchases are made or settled hereunder or any subsequent termination of this Agreement.

(iv) **Closing Deliverables**. At the Closing, counterpart signature pages of this Agreement and the Registration Rights Agreement executed by each of the parties hereto shall be delivered as provided in Section 2.2. Simultaneously with the execution and delivery of this Agreement and the Registration Rights Agreement, the Investor's counsel shall have received (a) the opinions of the Company's outside U.S. counsel and outside Australian counsel, dated the Closing Date, in the forms mutually agreed to by the Company and the Investor prior to the date of this Agreement, (b) the closing certificate from the Company, dated the Closing Date, in the form of Exhibit B hereto, and (c) a copy of the irrevocable instructions to the Company's transfer agent regarding the issuance to the Investor or its designee of the certificate(s) or book-entry statement(s) representing the Commitment Shares pursuant to and in accordance with Section 10.1(ii) hereof.

Section 7.2. Conditions Precedent to Commencement. The right of the Company to commence delivering VWAP Purchase Notices and Intraday VWAP Purchase Notices under this Agreement, and the obligation of the Investor to accept VWAP Purchase Notices and Intraday VWAP Purchase Notices timely delivered to the Investor by the Company under this Agreement, are subject to the initial satisfaction, at Commencement, of each of the conditions set forth in this Section 7.2.

(i) **Accuracy of the Company's Representations and Warranties**. The representations and warranties of the Company contained in this Agreement (a) that are not qualified by "materiality" or "Material Adverse Effect" shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of the Commencement Date with the same force and effect as if made on such date, except to the extent such representations and warranties are as of another date, in which case, such representations and warranties shall be true and correct in all material respects as of such other date and (b) that are qualified by "materiality" or "Material Adverse Effect" shall have been true and correct when made and shall be true and correct as of the Commencement Date with the same force and effect as if made on such date, except to the extent such representations and warranties are as of another date, in which case, such representations and warranties shall be true and correct as of such other date.

(ii) **Performance of the Company**. The Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement and the Registration Rights Agreement to be performed, satisfied or complied with by the Company at or prior to the Commencement. The Company shall deliver to the Investor on the Commencement Date the compliance certificate substantially in the form attached hereto as Exhibit C (the "***Compliance Certificate***").

(iii) **Initial Registration Statement Effective**. The Initial Registration Statement covering the resale by the Investor of the Registrable Securities included therein required to be filed by the Company with the Commission pursuant to Section 2(a) of the Registration Rights Agreement shall have been declared effective under the Securities Act by the Commission, and the Investor shall be permitted to utilize the Prospectus therein to resell (i) all of the Commitment Shares and (ii) all of the Shares included in such Prospectus.

(iv) **No Material Notices**. None of the following events shall have occurred and be continuing: (a) receipt of any request by the Commission or any other Governmental Authority for any additional information relating to the Initial Registration Statement, the Prospectus contained therein or any Prospectus Supplement thereto, or for any amendment of or supplement to the Initial Registration Statement, the Prospectus contained therein or any Prospectus Supplement thereto; (b) the issuance by the Commission or any other Governmental Authority of any stop order suspending the effectiveness of the Initial Registration Statement or prohibiting or suspending the use of the Prospectus contained therein or any Prospectus Supplement thereto, or of the suspension of qualification or exemption from qualification of the Securities for offering or sale in any jurisdiction, or the initiation or contemplated initiation of any proceeding for such purpose; (c) the objection of FINRA to the terms of the transactions contemplated by the Transaction Documents or (d) the occurrence of any event or the existence of any condition or state of facts, which makes any statement of a material fact made in the Initial Registration Statement, the Prospectus contained therein or any Prospectus Supplement thereto untrue or which requires the making of any additions to or changes to the statements then made in the Initial Registration Statement, the Prospectus contained therein or any Prospectus Supplement thereto in order to state a material fact required by the Securities Act to be stated therein or necessary in order to make the statements then made therein (in the case of the Prospectus or any Prospectus Supplement, in light of the circumstances under which they were made) not misleading, or which requires an amendment to the Initial Registration Statement or a supplement to the Prospectus contained therein or any Prospectus Supplement thereto to comply with the Securities Act or any state securities laws, the Corporations Act, Australian securities laws or any other applicable law. The Company shall have no Knowledge of any event that could reasonably be expected to have the effect of causing the suspension of the effectiveness of the Initial Registration Statement or the prohibition or suspension of the use of the Prospectus contained therein or any Prospectus Supplement thereto in connection with the resale of the Registrable Securities by the Investor.

(v) **Other Commission Filings**. The Form 6-K Report and the Form D shall have been filed with the Commission as required pursuant to Section 2.3. The final Prospectus included in the Initial Registration Statement shall have been filed with the Commission prior to Commencement in accordance with Section 2.3 and the Registration Rights Agreement. All reports, schedules, registrations, forms, statements, information and other documents required to have been filed by the Company with the Commission pursuant to the reporting requirements of the Exchange Act, including all material required to have been filed pursuant to Section 13(a) or 15(d) of the Exchange Act, prior to Commencement shall have been filed with the Commission.

(vi) **No Suspension of Trading in or Notice of Delisting of Ordinary Shares**. Trading in the Ordinary Shares shall not have been suspended by the Commission, the Trading Market or FINRA (except for any suspension of trading of limited duration agreed to by the Company, which suspension shall be terminated prior to the Commencement Date), the Company shall not have received any final and non-appealable notice that the listing or quotation of the Ordinary Shares on the Trading Market shall be terminated on a date certain (unless, prior to such date certain, the Ordinary Shares is listed or quoted on any other Eligible Market), nor shall there have been imposed any suspension of, or restriction on, accepting additional deposits of the Ordinary Shares, electronic trading or book-entry services by DTC with respect to the Ordinary Shares that is continuing, the Company shall not have received any notice from DTC to the effect that a suspension of, or restriction on, accepting additional deposits of the Ordinary Shares, electronic trading or book-entry services by DTC with respect to the Ordinary Shares is being imposed or is contemplated (unless, prior to such suspension or restriction, DTC shall have notified the Company in writing that DTC has determined not to impose any such suspension or restriction).

(vii) **Compliance with Laws**. The Company shall have complied with all applicable U.S. federal, state, local laws, rules, regulations and ordinances, and all applicable Australian laws in connection with the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby, including, without limitation, the Company shall have obtained all permits and qualifications required by any applicable state securities or "Blue Sky" laws for the offer and sale of the Securities by the Company to the Investor and the subsequent resale of the Registrable Securities by the Investor (or shall have the availability of exemptions therefrom).

(viii) **No Injunction**. No statute, regulation, order, decree, writ, ruling or injunction shall have been enacted, entered, promulgated, threatened or endorsed by any Governmental Authority of competent jurisdiction which prohibits the consummation of or which would materially modify or delay any of the transactions contemplated by the Transaction Documents.

(ix) **No Proceedings or Litigation**. No action, suit or proceeding before any arbitrator or any Governmental Authority shall have been commenced, and no inquiry or investigation by any Governmental Authority shall have been commenced, against the Company or any Subsidiary, or any of the officers, directors or Affiliates of the Company or any Subsidiary, seeking to restrain, prevent or change the transactions contemplated by the Transaction Documents, or seeking material damages in connection with such transactions.

(x) **Listing of Securities.** All of the Securities that have been and may be issued pursuant to this Agreement shall have been approved for listing or quotation on the Trading Market (or on an Eligible Market) as of the Commencement Date, subject only to notice of issuance.

(xi) **No Material Adverse Effect.** No condition, occurrence, state of facts or event constituting a Material Adverse Effect shall have occurred and be continuing.

(xii) **No Bankruptcy Proceedings.** No Person shall have commenced a proceeding against the Company pursuant to or within the meaning of any Bankruptcy Law. The Company shall not have, pursuant to or within the meaning of any Bankruptcy Law, (a) commenced a voluntary case, (b) consented to the entry of an order for relief against it in an involuntary case, (c) consented to the appointment of a Custodian of the Company or for all or substantially all of its property, or (d) made a general assignment for the benefit of its creditors. A U.S. federal, state or Australian court of competent jurisdiction shall not have entered an order or decree under any Bankruptcy Law that (I) is for relief against the Company in an involuntary case, (II) appoints a Custodian of the Company or for all or substantially all of its property, or (III) orders the liquidation of the Company or any of its Subsidiaries.

(xiii) **Commitment Shares Issued as DWAC Shares**. The Company shall have caused the Company's transfer agent to credit the Investor's or its designee's account at DTC as DWAC Shares such number of Ordinary Shares equal to the number of Commitment Shares issued to the Investor pursuant to Section 10.1(ii) hereof, in accordance with Section 10.1(iv) hereof.

(xiv) **Delivery of Commencement Irrevocable Transfer Agent Instructions and Notice of Effectiveness**. The Commencement Irrevocable Transfer Agent Instructions shall have been executed by the Company and delivered to acknowledged in writing by the Company's transfer agent, and the Notice of Effectiveness relating to the Initial Registration Statement shall have been executed by the Company's outside counsel and delivered to the Company's transfer agent, in each case directing such transfer agent to issue to the Investor or its designated Broker-Dealer all of the Commitment Shares and Shares included in the Initial Registration Statement as DWAC Shares in accordance with this Agreement and the Registration Rights Agreement.

(xv) **Approval of Issuance of Shares**. As of the Commencement Date, the Company shall have approved the issue of up to $75,000,000 in Ordinary Shares pursuant to VWAP Purchases and Intraday VWAP Purchases that may be effected by the Company, in its sole discretion, from and after the Commencement Date under this Agreement.

(xvi) **Opinion and Negative Assurance of Company U.S. Counsel and Company Australian Counsel**. On the Commencement Date, the Investor shall have received an opinion and negative assurance letter from the Company's outside U.S. counsel, and an opinion from the Company's outside Australian counsel, each dated the Commencement Date, in the forms mutually agreed to by the Company and the Investor prior to the date of this Agreement.

(xvii) **FINRA No Objections**. Prior to the Commencement Date, FINRA's Corporate Financing Department shall have confirmed in writing that it has determined not to raise any objection with respect to the fairness and reasonableness of the terms and arrangements of the transactions contemplated by the Transaction Documents.

Section 7.3. Conditions Precedent to Purchases after Commencement Date. The right of the Company to deliver VWAP Purchase Notices and Intraday VWAP Purchase Notices under this Agreement after the Commencement Date, and the obligation of the Investor to accept VWAP Purchase Notices and Intraday VWAP Purchase Notices timely delivered to the Investor by the Company under this Agreement after the Commencement Date, are subject to the satisfaction of each of the conditions set forth in this Section 7.3, (X) with respect to a VWAP Purchase Notice for a VWAP Purchase that is timely delivered by the Company to the Investor in accordance with this Agreement, as of the VWAP Purchase Commencement Time of the applicable VWAP Purchase Period for such VWAP Purchase to be effected pursuant to such VWAP Purchase Notice and (Y) with respect to an Intraday VWAP Purchase Notice for an Intraday VWAP Purchase that is timely delivered by the Company to the Investor in accordance with this Agreement, as of the Intraday VWAP Purchase Commencement Time of the applicable Intraday VWAP Purchase Period for such Intraday VWAP Purchase to be effected pursuant to such Intraday VWAP Purchase Notice (each such VWAP Purchase Commencement Time (with respect to a VWAP Purchase Notice) and each such Intraday VWAP Purchase Commencement Time (with respect to an Intraday VWAP Purchase Notice), at which time all such conditions must be satisfied, a "***Purchase Condition Satisfaction Time***").

(i) **Satisfaction of Certain Prior Conditions**. Each of the conditions set forth in subsections (i), (ii), and (vii) through (xiv) set forth in Section 7.2 shall be satisfied at the applicable Purchase Condition Satisfaction Time after the Commencement Date (with the terms "Commencement" and "Commencement Date" in the conditions set forth in subsections (i) and (ii) of Section 7.2 replaced with "applicable Purchase Condition Satisfaction Time"); provided, however, that the Company shall not be required to deliver the Compliance Certificate after the Commencement Date, except as provided in Section 6.17 and Section 7.3(x).

(ii) **Initial Registration Statement Effective**. The Initial Registration Statement covering the resale by the Investor of the Registrable Securities included therein filed by the Company with the Commission pursuant to Section 2(a) of the Registration Rights Agreement, and any post-effective amendment thereto required to be filed by the Company with the Commission after the Commencement Date and prior to the applicable Purchase Date pursuant to the Registration Rights Agreement, in each case shall have been declared effective under the Securities Act by the Commission and shall remain effective for the applicable Registration Period, and the Investor shall be permitted to utilize the Prospectus therein, and any Prospectus Supplement thereto, to resell (a) all of the Commitment Shares, (b) all of the Shares included in the Initial Registration Statement, and any post-effective amendment thereto, that have been issued and sold to the Investor hereunder pursuant to all VWAP Purchase Notices and Intraday VWAP Purchase Notices (as applicable) delivered by the Company to the Investor prior to such applicable Purchase Date and (c) all of the Shares included in the Initial Registration Statement, and any post-effective amendment thereto, that are issuable pursuant to the applicable VWAP Purchase Notice or Intraday VWAP Purchase Notice (as applicable) delivered by the Company to the Investor with respect to a VWAP Purchase or an Intraday VWAP Purchase (as applicable) to be effected hereunder on such applicable Purchase Date.

(iii) **Any Required New Registration Statement Effective**. Any New Registration Statement covering the resale by the Investor of the Registrable Securities included therein, and any post-effective amendment thereto, required to be filed by the Company with the Commission pursuant to the Registration Rights Agreement after the Commencement Date and prior to the applicable Purchase Date for such VWAP Purchase or Intraday VWAP Purchase (as applicable), in each case shall have been declared effective under the Securities Act by the Commission and shall remain effective for the applicable Registration Period, and the Investor shall be permitted to utilize the Prospectus therein, and any Prospectus Supplement thereto, to resell (a) all of the Commitment Shares (if any) included in such New Registration Statement, and any post-effective amendment thereto, (b) all of the Shares included in such New Registration Statement, and any post-effective amendment thereto, that have been issued and sold to the Investor hereunder pursuant to all VWAP Purchase Notices and Intraday VWAP Purchase Notices (as applicable) delivered by the Company to the Investor prior to such applicable Purchase Date and (c) all of the Shares included in such new Registration Statement, and any post-effective amendment thereto, that are issuable pursuant to the applicable VWAP Purchase Notice or Intraday VWAP Purchase Notice (as applicable) delivered by the Company to the Investor with respect to a VWAP Purchase or an Intraday VWAP Purchase (as applicable) to be effected hereunder on such applicable Purchase Date.

(iv) **Delivery of Subsequent Irrevocable Transfer Agent Instructions and Notice of Effectiveness**. With respect to any post-effective amendment to the Initial Registration Statement, any New Registration Statement or any post-effective amendment to any New Registration Statement, in each case declared effective by the Commission after the Commencement Date, the Company shall have delivered or caused to be delivered to the Company's transfer agent (a) irrevocable instructions in the form substantially similar to the Commencement Irrevocable Transfer Agent Instructions executed by the Company and acknowledged in writing by its transfer agent and (b) the Notice of Effectiveness, in each case modified as necessary to refer to such Registration Statement or post-effective amendment and the Registrable Securities included therein, to issue the Registrable Securities included therein as DWAC Shares in accordance with the terms of this Agreement and the Registration Rights Agreement.

(v) **No Material Notices**. None of the following events shall have occurred and be continuing: (a) receipt of any request by the Commission or any other Governmental Authority for any additional information relating to the Initial Registration Statement or any post-effective amendment thereto, any New Registration Statement or any post-effective amendment thereto, or the Prospectus contained in any of the foregoing or any Prospectus Supplement thereto, or for any amendment of or supplement to the Initial Registration Statement or any post-effective amendment thereto, any New Registration Statement or any post-effective amendment thereto, or the Prospectus contained in any of the foregoing or any Prospectus Supplement thereto; (b) the issuance by the Commission or any other Governmental Authority of any stop order suspending the effectiveness of the Initial Registration Statement or any post-effective amendment thereto, any New Registration Statement or any post-effective amendment thereto, or prohibiting or suspending the use of the Prospectus contained in any of the foregoing or any Prospectus Supplement thereto, or of the suspension of qualification or exemption from qualification of the Securities for offering or sale in any jurisdiction, or the initiation or contemplated initiation of any proceeding for such purpose; (c) the objection of FINRA to the terms of the transactions contemplated by the Transaction Documents or (d) the occurrence of any event or the existence of any condition or state of facts, which makes any statement of a material fact made in the Initial Registration Statement or any post-effective amendment thereto, any New Registration Statement

or any post-effective amendment thereto, or the Prospectus contained in any of the foregoing or any Prospectus Supplement thereto untrue or which requires the making of any additions to or changes to the statements then made in the Initial Registration Statement or any post-effective amendment thereto, any New Registration Statement or any post-effective amendment thereto, or the Prospectus contained in any of the foregoing or any Prospectus Supplement thereto in order to state a material fact required by the Securities Act to be stated therein or necessary in order to make the statements then made therein (in the case of the Prospectus or any Prospectus Supplement, in light of the circumstances under which they were made) not misleading, or which requires an amendment to the Initial Registration Statement or any post-effective amendment thereto, any New Registration Statement or any post-effective amendment thereto, or the Prospectus contained in any of the foregoing or any Prospectus Supplement thereto to comply with the Securities Act or any state securities laws, the Corporations Act, Australian securities laws or any other applicable law (other than the transactions contemplated by the applicable VWAP Purchase Notice delivered by the Company to the Investor with respect to a VWAP Purchase, or the applicable Intraday VWAP Purchase Notice delivered by the Company to the Investor with respect to an Intraday VWAP Purchase (as applicable) to be effected hereunder on such applicable Purchase Date and the settlement thereof). The Company shall have no Knowledge of any event that could reasonably be expected to have the effect of causing the suspension of the effectiveness of the Initial Registration Statement or any post-effective amendment thereto, any New Registration Statement or any post-effective amendment thereto, or the prohibition or suspension of the use of the Prospectus contained in any of the foregoing or any Prospectus Supplement thereto in connection with the resale of the Registrable Securities by the Investor.

(vi) **Other Commission Filings**. The final Prospectus included in any post-effective amendment to the Initial Registration Statement, and any Prospectus Supplement thereto, required to be filed by the Company with the Commission pursuant to Section 2.3 and the Registration Rights Agreement after the Commencement Date and prior to the applicable Purchase Date for such VWAP Purchase or such Intraday VWAP Purchase (as applicable), shall have been filed with the Commission in accordance with Section 2.3 and the Registration Rights Agreement. The final Prospectus included in any New Registration Statement and in any post-effective amendment thereto, and any Prospectus Supplement thereto, required to be filed by the Company with the Commission pursuant to Section 2.3 and the Registration Rights Agreement after the Commencement Date and prior to the applicable Purchase Date for such VWAP Purchase or such Intraday VWAP Purchase (as applicable), shall have been filed with the Commission in accordance with Section 2.3 and the Registration Rights Agreement. All reports, schedules, registrations, forms, statements, information and other documents required to have been filed by the Company with the Commission pursuant to the reporting requirements of the Exchange Act, including all material required to have been filed pursuant to Section 13(a) or 15(d) of the Exchange Act, after the Commencement Date and prior to the applicable Purchase Date for such VWAP Purchase or such Intraday VWAP Purchase (as applicable), shall have been filed with the Commission and, if any Registrable Securities are covered by a Registration Statement on Form S-3, such filings shall have been made within the applicable time period prescribed for such filing under the Exchange Act.

(vii) **No Suspension of Trading in or Notice of Delisting of Ordinary Shares**. Trading in the Ordinary Shares shall not have been suspended by the Commission, the Trading Market (or Eligible Market, as applicable) or FINRA (except for any suspension of trading of limited duration agreed to by the Company, which suspension shall be terminated prior to the applicable Purchase Date for such VWAP Purchase or such Intraday VWAP Purchase (as applicable)), the Company shall not have received any final and non-appealable notice that the listing or quotation of the Ordinary Shares on the Trading Market (or Eligible Market, as applicable) shall be terminated on a date certain (unless, prior to such date certain, the Ordinary Shares is listed or quoted on any other Eligible Market), nor shall there have been imposed any suspension of, or restriction on, accepting additional deposits of the Ordinary Shares, electronic trading or book-entry services by DTC with respect to the Ordinary Shares that is continuing, the Company shall not have received any notice from DTC to the effect that a suspension of, or restriction on, accepting additional deposits of the Ordinary Shares, electronic trading or book-entry services by DTC with respect to the Ordinary Shares is being imposed or is contemplated (unless, prior to such suspension or restriction, DTC shall have notified the Company in writing that DTC has determined not to impose any such suspension or restriction).

(viii) **Certain Limitations.** The issuance and sale of the Shares issuable pursuant to the applicable VWAP Purchase Notice or the applicable Intraday VWAP Purchase Notice (as applicable) shall not (a) exceed, in the case of a VWAP Purchase Notice, the VWAP Purchase Maximum Amount applicable to such VWAP Purchase Notice or, in the case of an Intraday VWAP Purchase Notice, the Intraday VWAP Purchase Maximum Amount applicable to such Intraday VWAP Purchase Notice, (b) cause the aggregate number of Ordinary Shares issued pursuant to this Agreement to exceed the Aggregate Limit, (c) cause the Investor to beneficially own (under Section 13(d) of the Exchange Act and Rule 13d-3 promulgated thereunder) Ordinary Shares in excess of the Beneficial Ownership Limitation, or (d) cause the Investor to have a "relevant interest" (as that term is defined in the Corporations Act) in Ordinary Shares in excess of the Corporations Act Limitation, unless in the case of this clause (d), the Company shall have obtained the approval of its shareholders in accordance with Item 7 of Section 611 of the Corporations Act.

(ix) **Shares Authorized and Delivered.** All of the Shares issuable pursuant to the applicable VWAP Purchase Notice or Intraday VWAP Purchase Notice (as applicable) shall have been duly authorized by all necessary corporate action of the Company. All Shares relating to all prior VWAP Purchase Notices and all prior Intraday VWAP Purchase Notices required to have been received by the Investor as DWAC Shares under this Agreement prior to the applicable Purchase Condition Satisfaction Time for the applicable VWAP Purchase or Intraday VWAP Purchase (as applicable) shall have been delivered to the Investor as DWAC Shares in accordance with this Agreement.

(x) **Bring-Down Negative Assurance Letters and Compliance Certificates**. The Investor shall have received (a) all Bring-Down Negative Assurance Letters from outside U.S. counsel to the Company, which the Company was obligated to instruct its outside counsel to deliver to the Investor prior to the applicable Purchase Condition Satisfaction Time for the applicable VWAP Purchase or Intraday VWAP Purchase (as applicable), and (b) all Compliance Certificates from the Company that the Company was obligated to deliver to the Investor prior to the applicable Purchase Condition Satisfaction Time for the applicable VWAP Purchase or Intraday VWAP Purchase (as applicable), in each case in accordance with Section 6.17.

ARTICLE VIII
TERMINATION

Section 8.1. Automatic Termination. Unless earlier terminated as provided hereunder, this Agreement shall terminate automatically on the earliest to occur of (i) the first day of the month next following the 24-month anniversary of the Commencement Date, (ii) the date on which the Investor shall have subscribed for and purchased from the Company, pursuant to all VWAP Purchases and Intraday VWAP Purchases that have occurred and fully settled pursuant to this Agreement, an aggregate number of Shares for a total aggregate gross purchase price to the Company equal to the Total Commitment, (iii) the date on which the Ordinary Shares shall have failed to be listed or quoted on the Trading Market or any Eligible Market for a period of one (1) Trading Day, (iv) the thirtieth (30th) Trading Day next following the date on which, pursuant to or within the meaning of any Bankruptcy Law, the Company commences a voluntary case or any Person commences a proceeding against the Company, in each case that is not discharged or dismissed prior to such thirtieth (30th) Trading Day, and (v) the date on which, pursuant to or within the meaning of any Bankruptcy Law, a Custodian is appointed for the Company or for all or substantially all of its property, or the Company makes a general assignment for the benefit of its creditors.

Section 8.2. Other Termination. Subject to Section 8.3, the Company may terminate this Agreement after the Commencement Date effective upon ten (10) Trading Days' prior written notice to the Investor in accordance with Section 10.4; provided, however, that (i) the Company shall have issued all of the Commitment Shares required to be issued to the Investor pursuant to Section 10.1(ii) of this Agreement and shall have paid the Investor Expense Reimbursement required to be paid to the Investor or its counsel pursuant to Section 10.1(i) of this Agreement, in each case prior to such termination, and (ii) prior to issuing any press release, or making any public statement or announcement, with respect to such termination, the Company shall consult with the Investor and its counsel on the form and substance of such press release or other disclosure. Subject to Section 8.3, this Agreement may be terminated at any time by the mutual written consent of the parties, effective as of the date of such mutual written consent unless otherwise provided in such written consent. Subject to Section 8.3, the Investor shall have the right to terminate this Agreement effective upon ten (10) Trading Days' prior written notice to the Company in accordance with Section 10.4, if: (a) any condition, occurrence, state of facts or event constituting a Material Adverse Effect has occurred and is continuing; (b) a Fundamental Transaction shall have occurred; (c) the Initial Registration Statement and any New Registration Statement is not filed by the applicable Filing Deadline therefor or declared effective by the Commission by the applicable Effectiveness Deadline (as defined in the Registration Rights Agreement) therefor, or the Company is otherwise in breach or default in any material respect under any of the other provisions of the Registration Rights Agreement, and, if such failure, breach or default is capable of being cured, such failure, breach or default is not cured within ten (10) Trading Days after notice of such failure, breach or default is delivered to the Company pursuant to Section 10.4; (d) while a Registration Statement, or any post-effective amendment thereto, is required to be maintained effective pursuant to the terms of the Registration Rights Agreement and the Investor holds any Registrable Securities, the effectiveness of such Registration Statement, or any post-effective amendment thereto, lapses for any reason (including, without limitation, the issuance of a stop order by the Commission) or such Registration Statement or any post-effective amendment thereto, the Prospectus contained therein or any Prospectus Supplement thereto otherwise becomes

unavailable to the Investor for the resale of all of the Registrable Securities included therein in accordance with the terms of the Registration Rights Agreement, and such lapse or unavailability continues for a period of twenty (20) consecutive Trading Days or for more than an aggregate of sixty (60) Trading Days in any 365-day period, other than due to acts of the Investor; (e) trading in the Ordinary Shares on the Trading Market (or if the Ordinary Shares is then listed on an Eligible Market, trading in the Ordinary Shares on such Eligible Market) shall have been suspended and such suspension continues for a period of three (3) consecutive Trading Days; or (f) the Company is in material breach or default of this Agreement, and, if such breach or default is capable of being cured, such breach or default is not cured within ten (10) Trading Days after notice of such breach or default is delivered to the Company pursuant to Section 10.4. Unless notification thereof is required elsewhere in this Agreement (in which case such notification shall be provided in accordance with such other provision), the Company shall promptly (but in no event later than twenty-four (24) hours) notify the Investor (and, if required under applicable law, or under the applicable rules and regulations of the Trading Market (or Eligible Market, as applicable), the Company shall publicly disclose such information in accordance with the applicable rules and regulations of the Trading Market (or Eligible Market, as applicable)) upon becoming aware of any of the events set forth in the immediately preceding sentence.

Section 8.3. Effect of Termination. In the event of termination by the Company or the Investor (other than by mutual termination) pursuant to Section 8.2, written notice thereof shall forthwith be given to the other party as provided in Section 10.4 and the transactions contemplated by this Agreement shall be terminated without further action by either party. If this Agreement is terminated as provided in Section 8.1 or Section 8.2, this Agreement shall become void and of no further force and effect, except that (i) the provisions of Article V (Representations, Warranties and Covenants of the Company), Article IX (Indemnification), Article X (Miscellaneous) and this Article VIII (Termination) shall remain in full force and effect indefinitely notwithstanding such termination, and, (ii) so long as the Investor owns any Securities, the covenants and agreements of the Company contained in Article VI (Additional Covenants) shall remain in full force and notwithstanding such termination for a period of six (6) months following such termination. Notwithstanding anything in this Agreement to the contrary, no termination of this Agreement by any party shall (i) become effective prior to the fifth (5th) Trading Day immediately following the settlement date related to any pending VWAP Purchase or any pending Intraday VWAP Purchase (as applicable) that has not been fully settled in accordance with the terms and conditions of this Agreement (it being hereby acknowledged and agreed that no termination of this Agreement shall limit, alter, modify, change or otherwise affect any of the Company's or the Investor's rights or obligations under the Transaction Documents with respect to any pending VWAP Purchase and any pending Intraday VWAP Purchase (as applicable), and that the parties shall fully perform their respective obligations with respect to any such pending VWAP Purchase and any pending Intraday VWAP Purchase under the Transaction Documents), (ii) limit, alter, modify, change or otherwise affect the Company's or the Investor's rights or obligations under the Registration Rights Agreement, all of which shall survive any such termination, (iii) affect any Commitment Shares issued or issuable to the Investor pursuant to Section 10.1(ii), all of which Commitment Shares shall be fully earned as of the Closing Date, regardless of whether the Commencement shall have occurred, whether any VWAP Purchases or Intraday VWAP Purchases are made or settled hereunder or any subsequent termination of this Agreement, or (iv) affect the Investor Expense Reimbursement payable or paid to the Investor (or to its counsel directly), all of which Investor Expense Reimbursement shall be non-refundable when paid on the Closing Date pursuant to

Section 10.1(i), regardless of whether the Commencement shall have occurred, whether any VWAP Purchases or Intraday VWAP Purchases are made or settled hereunder or any subsequent termination of this Agreement. Nothing in this Section 8.3 shall be deemed to release the Company or the Investor from any liability for any breach or default under this Agreement or any of the other Transaction Documents to which it is a party, or to impair the rights of the Company and the Investor to compel specific performance by the other party of its obligations under the Transaction Documents to which it is a party.

ARTICLE IX
INDEMNIFICATION

Section 9.1. Indemnification of Investor. In consideration of the Investor's execution and delivery of this Agreement and acquiring the Securities hereunder and in addition to all of the Company's other obligations under the Transaction Documents to which it is a party, subject to the provisions of this Section 9.1, the Company shall indemnify and hold harmless the Investor, each of its directors, officers, shareholders, members, partners, employees, representatives, agents and advisors (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding the lack of such title or any other title), each Person, if any, who controls the Investor (within the meaning of Section 15 of the Securities Act or Section 20(a) of the Exchange Act), and the respective directors, officers, shareholders, members, partners, employees, representatives, agents and advisors (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding the lack of such title or any other title) of such controlling Persons (each, an "***Investor Party***"), from and against all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses (including all judgments, amounts paid in settlement, court costs, reasonable attorneys' fees and costs of defense and investigation) (collectively, "***Damages***") that any Investor Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement, the Registration Rights Agreement or in the other Transaction Documents to which it is a party or (b) any action, suit, claim or proceeding (including for these purposes a derivative action brought on behalf of the Company) instituted against such Investor Party arising out of or resulting from the execution, delivery, performance or enforcement of the Transaction Documents, other than claims for indemnification within the scope of Section 6 of the Registration Rights Agreement; provided, however, that (x) the foregoing indemnity shall not apply to any Damages to the extent, but only to the extent, that such Damages resulted directly and primarily from a breach of any of the Investor's representations, warranties, covenants or agreements contained in this Agreement or the Registration Rights Agreement, and (y) the Company shall not be liable under subsection (b) of this Section 9.1 to the extent, but only to the extent, that a court of competent jurisdiction shall have determined by a final judgment (from which no further appeals are available) that such Damages resulted directly and primarily from any acts or failures to act, undertaken or omitted to be taken by such Investor Party through its fraud, bad faith, gross negligence, or willful or reckless misconduct.

The Company shall reimburse any Investor Party promptly upon demand (with accompanying presentation of sufficiently detailed documentary evidence) for all legal and other costs and expenses reasonably incurred by such Investor Party in connection with (i) any action, suit, claim or proceeding, whether at law or in equity, to enforce compliance by the Company with any provision of the Transaction Documents or (ii) any other any action, suit, claim or proceeding,

whether at law or in equity, with respect to which it is entitled to indemnification under this Section 9.1; provided that the Investor shall promptly reimburse the Company for all such legal and other costs and expenses to the extent a court of competent jurisdiction determines that any Investor Party was not entitled to such reimbursement.

An Investor Party's right to indemnification or other remedies based upon the representations, warranties, covenants and agreements of the Company set forth in the Transaction Documents shall not in any way be affected by any investigation or knowledge of such Investor Party. Such representations, warranties, covenants and agreements shall not be affected or deemed waived by reason of the fact that an Investor Party knew or should have known that any representation or warranty might be inaccurate or that the Company failed to comply with any agreement or covenant. Any investigation by such Investor Party shall be for its own protection only and shall not affect or impair any right or remedy hereunder.

To the extent that the foregoing undertakings by the Company set forth in this Section 9.1 may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Damages which is permissible under applicable law.

Section 9.2. Indemnification Procedures. Promptly after an Investor Party receives notice of a claim or the commencement of an action for which the Investor Party intends to seek indemnification under Section 9.1, the Investor Party will notify the Company in writing of the claim or commencement of the action, suit or proceeding; provided, however, that failure to notify the Company will not relieve the Company from liability under Section 9.1, except to the extent it has been materially prejudiced by the failure to give notice. The Company will be entitled to participate in the defense of any claim, action, suit or proceeding as to which indemnification is being sought, and if the Company acknowledges in writing the obligation to indemnify the Investor Party against whom the claim or action is brought, the Company may (but will not be required to) assume the defense against the claim, action, suit or proceeding with counsel satisfactory to it. After the Company notifies the Investor Party that the Company wishes to assume the defense of a claim, action, suit or proceeding, the Company will not be liable for any further legal or other expenses incurred by the Investor Party in connection with the defense against the claim, action, suit or proceeding except that if, in the opinion of counsel to the Investor Party, it would be inappropriate under the applicable rules of professional responsibility for the same counsel to represent both the Company and such Investor Party. In such event, the Company will pay the reasonable fees and expenses of no more than one separate counsel for all such Investor Parties promptly as such fees and expenses are incurred. Each Investor Party, as a condition to receiving indemnification as provided in Section 9.1, will cooperate in all reasonable respects with the Company in the defense of any action or claim as to which indemnification is sought. The Company will not be liable for any settlement of any action effected without its prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. The Company will not, without the prior written consent of the Investor Party, effect any settlement of a pending or threatened action with respect to which an Investor Party is, or is informed that it may be, made a party and for which it would be entitled to indemnification, unless the settlement includes an unconditional release of the Investor Party from all liability and claims which are the subject matter of the pending or threatened action.

The remedies provided for in this Article IX are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Investor Party at law or in equity.

ARTICLE X
MISCELLANEOUS

Section 10.1. Certain Fees and Expenses; Commitment Shares; Commencement Irrevocable Transfer Agent Instructions.

(i) **Certain Fees and Expenses**. Each party shall bear its own fees and expenses related to the transactions contemplated by this Agreement; provided, however, that the Company shall pay, on or prior to the Closing Date, by wire transfer of immediately available funds to an account designated by the Investor (or to an account designated by the Investor's counsel) on or prior to the date of this Agreement, a non-accountable and non-refundable Investor Expense Reimbursement of up to $100,000, exclusive of disbursements and out-of-pocket expenses (the "***Investor Expense Reimbursement***"), in connection with the preparation, negotiation, execution and delivery of the Transaction Documents and legal due diligence of the Company. For the avoidance of doubt, the Investor Expense Reimbursement shall be non-refundable when paid on or prior to the Closing Date, regardless of whether the Commencement shall have occurred, any VWAP Purchases or Intraday VWAP Purchases are effected by the Company or settled hereunder or any subsequent termination of this Agreement. The Company shall pay all U.S. federal, state, local, and Australian stamp and other similar transfer and other taxes and duties levied in connection with the issuance of the Securities pursuant hereto.

(ii) **Commitment Shares**. In consideration for the Investor's execution and delivery of this Agreement, concurrently with the execution and delivery of this Agreement on the Closing Date, the Company shall deliver irrevocable instructions to its transfer agent to issue to the Investor, not later than 4:00 p.m. (New York City time) on the Trading Day immediately following the Closing Date, one or more certificate(s) or book-entry statement(s) representing the Commitment Shares in the name of the Investor or its designee (in which case such designee name shall have been provided to the Company prior to the Closing Date). Such certificate or book-entry statement shall be delivered to the Investor by overnight courier at its address set forth in Section 10.4. For the avoidance of doubt, all of the Commitment Shares shall be fully earned as of the Closing Date regardless of whether the Commencement shall have occurred, any VWAP Purchases or Intraday VWAP Purchases are effected by the Company or settled hereunder or any subsequent termination of this Agreement. Upon issuance pursuant to this Section 10.1(ii), the Commitment Shares shall constitute "restricted securities" as such term is defined in Rule 144(a)(3) under the Securities Act and, subject to the provisions of subsection (iv) of this Section 10.1, the certificate or book-entry statement representing the Commitment Shares shall bear the restrictive legend set forth below in subsection (iii) of this Section 10.1. The Commitment Shares shall constitute Registrable Securities and shall be included in the Initial Registration Statement and any post-effective amendment thereto, and the Prospectus included therein, and, if necessary to register the resale thereof by the Investor under the Securities Act, in any New Registration Statement and any post-effective amendment thereto, and the Prospectus included therein, in each case in accordance with this Agreement and the Registration Rights Agreement.

(iii) **Legends**. The certificate(s) or book-entry statement(s) representing the Commitment Shares issued prior to the Effective Date of the Initial Registration Statement, except as set forth below, shall bear a restrictive legend in substantially the following form (and stop transfer instructions may be placed against transfer of the Commitment Shares):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, UNLESS SOLD PURSUANT TO: (1) RULE 144 UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (2) AN OPINION OF COUNSEL, IN A CUSTOMARY FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS.

Notwithstanding the foregoing and for the avoidance of doubt, all Shares to be issued in respect of each VWAP Purchase Notice and all Shares to be issued in respect of each Intraday VWAP Purchase Notice delivered to the Investor pursuant to this Agreement, in each case shall be issued to the Investor in accordance with Section 3.3 by crediting the Investor's or its designees' account at DTC as DWAC Shares, and the Company shall not take any action or give instructions to any transfer agent of the Company otherwise.

(iv) **Irrevocable Transfer Agent Instructions; Notice of Effectiveness**. On the earlier of (a) the Commencement Date and (b) such time that the Investor shall request, provided all conditions of Rule 144 are met, the Company shall, no later than one (1) Trading Day following the delivery by the Investor to the Company or its transfer agent of one or more legended certificates or book-entry statements representing the Commitment Shares issued to the Investor pursuant to Section 10.1(ii) (which certificates or book-entry statements the Investor shall promptly deliver on or prior to the first to occur of the events described in clauses (a) and (b) of this sentence), cause the Company's transfer agent to credit the Investor's or its designee's account at DTC as DWAC Shares such number of Ordinary Shares equal to the number of Commitment Shares issued to the Investor pursuant to Section 10.1(ii). The Company shall take all actions to carry out the intent and accomplish the purposes of the immediately preceding sentence, including, without limitation, delivering all such legal opinions, consents, certificates, resolutions and instructions to its transfer agent, and any successor transfer agent of the Company, as may be requested from time to time by the Investor or necessary or desirable to carry out the intent and accomplish the purposes of the immediately preceding sentence. On the Effective Date of the Initial Registration Statement and prior to Commencement, the Company shall deliver or cause to be delivered to its transfer agent (and thereafter, shall deliver or cause to be delivered to any subsequent transfer agent of the Company), (i) irrevocable instructions executed by the Company and acknowledged in writing by the Company's transfer agent (the "***Commencement Irrevocable Transfer Agent Instructions***") and (ii) the notice of effectiveness in the form attached as an exhibit to the Registration Rights Agreement (the "***Notice of Effectiveness***") relating to the Initial Registration Statement executed by the Company's outside counsel, in each case directing the

Company's transfer agent to issue to the Investor or its designee all of the Commitment Shares and the Shares included in the Initial Registration Statement as DWAC Shares in accordance with this Agreement and the Registration Rights Agreement. With respect to any post-effective amendment to the Initial Registration Statement, any New Registration Statement or any post-effective amendment to any New Registration Statement, in each case declared effective by the Commission after the Commencement Date, the Company shall deliver or cause to be delivered to its transfer agent (and thereafter, shall deliver or cause to be delivered to any subsequent transfer agent of the Company) (i) irrevocable instructions in the form substantially similar to the Commencement Irrevocable Transfer Agent Instructions executed by the Company and acknowledged in writing by the Company's transfer agent and (ii) the Notice of Effectiveness, in each case modified as necessary to refer to such Registration Statement or post-effective amendment and the Registrable Securities included therein, to issue the Registrable Securities included therein as DWAC Shares in accordance with the terms of this Agreement and the Registration Rights Agreement. For the avoidance of doubt, all Shares and Commitment Shares to be issued and delivered from and after Commencement to or for the benefit of the Investor pursuant to this Agreement shall be issued and delivered to the Investor or its designee only as DWAC Shares. The Company represents and warrants to the Investor that, while this Agreement is effective, no instruction other than those referred to in this Section 10.1(iv) will be given by the Company to its transfer agent, or any successor transfer agent of the Company, with respect to the Shares and the Commitment Shares from and after Commencement, and the Shares and the Commitment Shares (as applicable) covered by the Initial Registration Statement or any post-effective amendment thereof, or any New Registration Statement or post-effective amendment thereof, as applicable, shall otherwise be freely transferable on the books and records of the Company and no stop transfer instructions shall be maintained against the transfer thereof. The Company agrees that if the Company fails to fully comply with the provisions of this Section 10.1(iv) within three (3) Trading Days after the date on which the Investor has provided the deliverables referred to above that the Investor is required to provide to the Company or its transfer agent, the Company shall, at the Investor's written instruction, purchase from the Investor, subject to satisfaction of the requirements of applicable law in respect of such purchase, all Ordinary Shares acquired by the Investor pursuant to this Agreement that contain the restrictive legend referred to in Section 10.1(iii) hereof (or any similar restrictive legend), or that have any stop transfer orders maintained that prohibit or impede the transfer thereof in any respect, at the greater of (i) the purchase price paid for such Ordinary Shares (as applicable) and (ii) the Closing Sale Price of the Ordinary Shares on the date of the Investor's written instruction.

Section 10.2. Specific Enforcement, Consent to Jurisdiction, Waiver of Jury Trial.

(i) The Company and the Investor acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that either party shall be entitled to an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement by the other party and to enforce specifically the terms and provisions hereof (without the necessity of showing economic loss and without any bond or other security being required), this being in addition to any other remedy to which either party may be entitled by law or equity.

(ii) Each of the Company and the Investor hereby irrevocably submits to the exclusive jurisdiction of the U.S. state and federal courts sitting in the City of New York, New York, for the adjudication of any dispute under this Agreement or in connection herewith, or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. To the extent that the Company has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, it hereby irrevocably waives such immunity in respect of its obligations under this Agreement, to the extent permitted by law. By the execution and delivery of this Agreement, the Company acknowledges that it has, by separate written instrument, irrevocably designated and appointed Cogency Global Inc. (together with any successor, the "***Agent for Service***") as its authorized agent upon which process may be served in any suit or proceeding arising out of or relating to this Agreement that may be instituted in any state or federal court sitting in the City of New York, or brought under federal or state securities laws, and acknowledges that the Agent for Service has accepted such designation. The Company further agrees to take any and all action, including the execution and filing of any and all such documents and instruments, as may be necessary to continue such designation and appointment of the Agent for Service in full force and effect so long as any Ordinary Shares remain available for issuance by the Company pursuant to this Agreement or any Securities are held by the Investor. Each of the Company and the Investor hereby consents to process being served in any such suit, action or proceeding by mailing a copy thereof (certified or registered mail, return receipt requested) to such party at the address in effect for notices to it under this Agreement (or, in the case of the Company, to the Agent for Service) and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained in this Section 10.2 shall affect or limit any right to serve process in any other manner permitted by law.

(iii) EACH OF THE COMPANY AND THE INVESTOR HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR DISPUTES RELATING HERETO. EACH OF THE COMPANY AND THE INVESTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.2.

Section 10.3. Entire Agreement. The Transaction Documents set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations and understandings between the parties, both oral and written, with respect to such matters. There are no promises, undertakings, representations or warranties by either party relative to the subject matter hereof not expressly set forth in the Transaction Documents. The Disclosure Schedule and all exhibits to this Agreement are hereby incorporated by reference in, and made a part of, this Agreement as if set forth in full herein.

Section 10.4. **Notices**. Any notice, demand, request, waiver or other communication required or permitted to be given hereunder shall be in writing and shall be effective (a) upon hand delivery or electronic mail delivery at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The address for such communications shall be:

If to the Company:

Tritium DCFC Limited
48 Miller Street
Murarrie, QLD 4172
Australia
Telephone Number: +61 (07) 3147 8500
Email: legal@tritium.com.au
Attention: Company Secretary

With a copy (which shall not constitute notice) to:

Latham & Watkins LLP
300 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone Number: (312) 876-7700
Email: christopher.lueking@latham.com
ryan.maierson@latham.com
roderick.branch@latham.com
Attention: Christopher Lueking
Ryan Maierson
Roderick Branch

If to the Investor:

B. Riley Principal Capital II, LLC
11100 Santa Monica Blvd., Suite 800
Los Angeles, CA 90025
Telephone Number: (310) 966-1444
Email: legal@brileyfin.com
Attention: General Counsel

With a copy (which shall not constitute notice) to:

Dorsey & Whitney LLP
51 West 52nd Street
New York, New York 10019-6119
Telephone Number: (212) 415-9214
Email: marsico.anthony@dorsey.com
Attention: Anthony J. Marsico

Either party hereto may from time to time change its address for notices by giving at least five (5) days' advance written notice of such changed address to the other party hereto.

Section 10.5. Waivers. No provision of this Agreement may be waived by the parties from and after the date that is one (1) Trading Day immediately preceding the date on which the Initial Registration Statement is initially filed with the Commission. Subject to the immediately preceding sentence, no provision of this Agreement may be waived other than in a written instrument signed by the party against whom enforcement of such waiver is sought. No failure or delay in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercises thereof or of any other right, power or privilege.

Section 10.6. Amendments. No provision of this Agreement may be amended by the parties from and after the date that is one (1) Trading Day immediately preceding the date on which the Initial Registration Statement is initially filed with the Commission. Subject to the immediately preceding sentence, no provision of this Agreement may be amended other than by a written instrument signed by both parties hereto.

Section 10.7. Headings. The article, section and subsection headings in this Agreement are for convenience only and shall not constitute a part of this Agreement for any other purpose and shall not be deemed to limit or affect any of the provisions hereof. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found.

Section 10.8. Construction. The parties agree that each of them and their respective counsel has reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents. In addition, each and every reference to share prices (including the Threshold Price) and number of Ordinary Shares in any Transaction Document shall, in all cases, be subject to adjustment for any share splits, share combinations, share dividends, recapitalizations, reorganizations and other similar transactions that occur on or after the date of this Agreement. Any reference in this Agreement to "Dollars" or "$" shall mean the lawful currency of the United States of America. Any references to "Section" or "Article" in this Agreement shall, unless otherwise expressly stated herein, refer to the applicable Section or Article of this Agreement.

Section 10.9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. Neither the Company nor the Investor may assign this Agreement or any of its respective rights or obligations hereunder to any Person.

Section 10.10. No Third Party Beneficiaries. Except as expressly provided in Article IX, this Agreement is intended only for the benefit of the parties hereto and their respective successors, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

Section 10.11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal procedural and substantive laws of the State of New York, without giving effect to any choice of law statute, rule or regulation of such state that would cause the application of the laws of any other jurisdiction.

Section 10.12. Survival. The representations, warranties, covenants and agreements of the Company and the Investor contained in this Agreement shall survive the execution and delivery hereof until the termination of this Agreement; provided, however, that (i) the provisions of Article V (Representations, Warranties and Covenants of the Company), Article VIII (Termination), Article IX (Indemnification) and this Article X (Miscellaneous) shall remain in full force and effect indefinitely notwithstanding such termination, and, (ii) so long as the Investor owns any Securities, the covenants and agreements of the Company and the Investor contained in Article VI (Additional Covenants), shall remain in full force and effect notwithstanding such termination for a period of six (6) months following such termination.

Section 10.13. Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature or signature delivered by e-mail in a ".pdf" format data file, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com, www.echosign.adobe.com, etc., shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original signature.

Section 10.14. Publicity. The Company shall afford the Investor and its counsel with a reasonable opportunity to review and comment upon, shall consult with the Investor and its counsel on the form and substance of, and shall give due consideration to all such comments from the Investor or its counsel on, any press release, Commission filing or any other public disclosure made by or on behalf of the Company relating to the Investor, its purchases hereunder or any aspect of the Transaction Documents or the transactions contemplated thereby, prior to the issuance, filing or public disclosure thereof. For the avoidance of doubt, the Company shall not be required to submit for review any such disclosure (i) contained in periodic reports filed with the Commission under the Exchange Act if it shall have previously provided the same disclosure to the Investor or its counsel for review in connection with a previous filing or (ii) any Prospectus Supplement if it contains disclosure that does not reference the Investor, its purchases hereunder or any aspect of the Transaction Documents or the transactions contemplated thereby. The Company agrees and acknowledges that its failure to comply with this provision in all material respects constitutes a Material Adverse Effect for purposes of Section 7.2(xi) and Section 7.3(i).

Section 10.15. Severability. The provisions of this Agreement are severable and, in the event that any court of competent jurisdiction shall determine that any one or more of the provisions or part of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, and this Agreement shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of such provision, had never been contained herein, so that such provisions would be valid, legal and enforceable to the maximum extent possible.

Section 10.16. Further Assurances. From and after the Closing Date, upon the request of the Investor or the Company, each of the Company and the Investor shall execute and deliver such instrument, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

Section 10.17. Judgment Currency. The Company agrees to indemnify the Investor and all of its Affiliates, shareholders, officers, directors, employees and direct or indirect investors, against any loss incurred by the Investor as a result of any judgment or order being given or made for any amount due hereunder and such judgment or order being expressed and paid in a currency (the "***Judgment Currency***") other than U.S. dollars and as a result of any variation as between (i) the rate of exchange at which the U.S. dollar amount is converted into the Judgment Currency for the purpose of such judgment or order, and (ii) the rate of exchange at which such indemnified person is able to purchase U.S. dollars with the amount of the Judgment Currency actually received by the indemnified person. The foregoing indemnity shall constitute a separate and independent obligation of the Company and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officer as of the date first above written.

THE COMPANY:

Executed by TRITIUM DCFC LIMITED in accordance with Section 127(1) of the Corporations Act (Cth):

By: /s/ Jane Hunter
Name: Jane Hunter
Title: Chief Executive Officer and Director

By: /s/ Michael R. Collins
Name: Michael R. Collins
Title: General Counsel and Company Secretary

THE INVESTOR:

B. RILEY PRINCIPAL CAPITAL II, LLC:

By: /s/ Patrice McNicoll
Name: Patrice McNicoll
Title: Authorized Signatory

ANNEX I TO THE
ORDINARY SHARES PURCHASE AGREEMENT
DEFINITIONS

"***Accountant***" shall have the meaning assigned to such term in Section 5.6(d).

"***Action***" shall have the meaning assigned to such term in Section 5.13.

"***Affiliate***" means any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Person, as such terms are used in and construed under Rule 144.

"***Agent for Service***" shall have the meaning assigned to such term in Section 10.2(ii).

"***Aggregate Limit***" shall have the meaning assigned to such term in Section 2.1.

"***Agreement***" shall have the meaning assigned to such term in the preamble of this Agreement.

"***Allowable Grace Period***" shall have the meaning assigned to such term in the Registration Rights Agreement.

"***Anti-Corruption Laws***" means (i) the U.S. Foreign Corrupt Practices Act of 1977, (ii) the UK Bribery Act 2010, (iii) Australian *Criminal Code Act 1995* (Cth), (iv) Australian *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), (v) anti-bribery legislation promulgated by the European Union and implemented by its member states, (vi) laws or any other type of legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (vii) all other applicable, similar or equivalent anti-corruption, anti-bribery or anti-money laundering laws or any other type of legislation of any jurisdiction.

"***ASIC***" means the Australian Securities and Investments Commission.

"***Bankruptcy Law***" means Title 11, U.S. Code, or any similar U.S. federal or state or any Australian law for the relief of debtors, including, without limitation, U.S. federal or state insolvency laws and Australian insolvency laws.

"***Beneficial Ownership Limitation***" shall have the meaning assigned to such term in Section 3.5.

"***Bloomberg***" means Bloomberg, L.P.

"***Bring-Down Negative Assurance Letter***" shall have the meaning assigned to such term in Section 6.17.

"***Broker-Dealer***" shall have the meaning assigned to such term in Section 6.13.

"***BRS***" shall have the meaning assigned to such term in the Recitals.

"***Business Systems***" means all Software, computer hardware (whether general or special purpose), electronic data processors, databases, communications, telecommunications, networks, interfaces, platforms, servers, peripherals, and computer systems, including any outsourced systems and processes, and any Software and systems provided via the cloud or "as a service", that are owned or administered by the Company and used in the conduct of the business of the Company or any of its Subsidiaries.

"***CARES Act***" shall have the meaning assigned to such term in Section 5.25.

"***Closing***" shall have the meaning assigned to such term in Section 2.2.

"***Closing Date***" means the date of this Agreement.

"***Closing Sale Price***" means, for the Ordinary Shares as of any date, the last closing trade price for the Ordinary Shares on the Trading Market (or, if the Ordinary Shares is then listed on an Eligible Market, on such Eligible Market), as reported by Bloomberg, or, if the Trading Market (or such Eligible Market, as applicable) begins to operate on an extended hours basis and does not designate the closing trade price for the Ordinary Shares, then the last trade price for the Ordinary Shares prior to 4:00 p.m., New York City time, as reported by Bloomberg. All such determinations shall be appropriately adjusted for any share splits, share dividends, share combinations, recapitalizations or other similar transactions during such period.

"***Code***" shall have the meaning assigned to such term in Section 5.24.

"***Commencement***" shall have the meaning assigned to such term in Section 3.1.

"***Commencement Date***" shall have the meaning assigned to such term in Section 3.1.

"***Commencement Irrevocable Transfer Agent Instructions***" shall have the meaning assigned to such term in Section 10.1(iv).

"***Commission***" means the U.S. Securities and Exchange Commission or any successor entity.

"***Commission Documents***" shall mean (1) all reports, schedules, registrations, forms, statements, information and other documents filed with or furnished to the Commission by the Company pursuant to Section 13(a) or 15(d) of the Exchange Act on or after January 13, 2022, including, without limitation, (A) the Company's Report of Foreign Private Issuer on Form 6-K dated January 2022 and filed with the Commission on January 14, 2022, including all documents and other information attached thereto or incorporated by reference therein as Exhibits thereto (the "***Merger Form 6-K***") and (B) the Form 6-K Report; (2) the proxy statement/prospectus, dated December 21, 2021, of Decarbonization Plus Acquisition Corporation II, including the Annexes thereto and accompanying financial statements, and all documents incorporated therein by reference, filed with the Commission on December 21, 2021 pursuant to Rule 424(b) under the Securities Act (the "***Merger Proxy Statement/Prospectus***"); (3) each Registration Statement, as the same may be amended from time to time, the Prospectus contained therein and each Prospectus Supplement thereto and (4) all information contained in such filings and all documents and disclosures that have been and heretofore shall be incorporated by reference therein.

"***Commitment Shares***" means 112,236 shares of duly authorized, validly issued and fully paid Ordinary Shares which, concurrently with the execution and delivery of this Agreement on the Closing Date, the Company has caused its transfer agent to issue and deliver to the Investor not later than 4:00 p.m. (New York City time) on the Trading Day immediately following the Closing Date.

"***Company***" shall have the meaning assigned to such term in the preamble of this Agreement.

"***Company Organizational Documents***" means the incorporation and constitutional documents of the Company, as amended, modified or supplemented from time to time.

"***Compliance Certificate***" shall have the meaning assigned to such term in Section 7.2(ii).

"*Confidential Information*" means any information, knowledge or data concerning the businesses or affairs of (i) the Company or any of its Subsidiaries that is not in the public domain, or (ii) any Suppliers or customers of the Company or any of its Subsidiaries that is subject to restrictions on use or disclosure to third parties in any currently enforceable written confidentiality agreements with the Company or any of its Subsidiaries.

"***Corporations Act***" means the Australian *Corporations Act 2001* (Cth), as amended, and the rules and regulations promulgated thereunder.

"***Corporations Act Limitation***" shall have the meaning assigned to such term in Section 3.4(b).

"***Cover Price***" shall have the meaning assigned to such term in Section 3.3.

"***Custodian***" shall mean any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

"***Damages***" shall have the meaning assigned to such term in Section 9.1.

"***Dilutive Issuance***" shall have the meaning assigned to such term in Section 6.6(ii).

"***Disclosure Schedule***" shall have the meaning assigned to such term in the preamble to Article V.

"***Disqualification Event***" shall have the meaning assigned to such term in Section 5.43.

"***DTC***" means The Depository Trust Company, a subsidiary of The Depository Trust & Clearing Corporation, or any successor thereto.

"***DWAC***" shall have the meaning assigned to such term in Section 5.33.

"***DWAC Shares***" means Ordinary Shares issued pursuant to this Agreement that are (i) issued in electronic form, (ii) freely tradable and transferable and without restriction on resale and without stop transfer instructions maintained against the transfer thereof and (iii) timely credited

by the Company's transfer agent to the Investor's (or its designee's) specified DWAC account with DTC under its Fast Automated Securities Transfer (FAST) Program, or any similar program hereafter adopted by DTC performing substantially the same function.

"***EDGAR***" means the Commission's Electronic Data Gathering, Analysis and Retrieval System.

"***Effective Date***" means, with respect to the Initial Registration Statement filed pursuant to Section 2(a) of the Registration Rights Agreement (or any post-effective amendment thereto) or any New Registration Statement filed pursuant to Section 2(c) of the Registration Rights Agreement (or any post-effective amendment thereto), as applicable, the date on which the Initial Registration Statement (or any post-effective amendment thereto) or any New Registration Statement (or any post-effective amendment thereto) is declared effective by the Commission.

"***Effectiveness Deadline***" shall have the meaning assigned to such term in the Registration Rights Agreement.

"***Eligible Market***" means The Nasdaq Capital Market, The Nasdaq Global Select Market, the New York Stock Exchange or the NYSE American (or any nationally recognized successor to any of the foregoing).

"***Entity***" means any corporation (including any nonprofit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company, or joint stock company), firm, society, or other enterprise, association, organization, or entity.

"***Environment***" means any ambient air, surface water, drinking water, groundwater, land surface (whether below or above water), subsurface strata, sediment, plant or animal life, and natural resources.

"***Environmental Claim***" means any claim, judicial or administrative proceeding, investigation or notice by any Person, including any Governmental Authority, alleging potential liability (including potential liability for investigatory costs, cleanup or remediation costs, governmental or third party response costs, natural resource damages, property damage, personal injuries, or fines or penalties) based on or resulting from (a) the presence or Release of, or exposure to, any Hazardous Materials at any location, whether or not owned or operated by the Company or any of its Subsidiaries, as applicable, or (b) any Environmental Law, including the alleged or actual violation thereof.

"***Environmental Laws***" means any U.S. federal, state or local or any Australian law, statute, ordinance, regulation, order or rule relating to: (a) the Environment, including pollution, contamination, cleanup, preservation, protection and reclamation of the Environment, (b) the protection of human health with respect to, or the exposure of employees or third parties to, any Hazardous Materials, (c) any Release or threatened Release of any Hazardous Materials, including investigation, assessment, testing, monitoring, containment, removal, remediation and cleanup of any such Release or threatened Release, (d) the management of any Hazardous Materials, including the use, labeling, processing, disposal, storage, treatment, transport, or recycling of any Hazardous Materials, or (e) the presence of Hazardous Materials in any building, physical structure, product or fixture.

"***Environmental Permits***" means all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority required under Environmental Laws for the conduct of the business and activities of the Company and its Subsidiaries, as currently conducted.

"***ERISA***" shall have the meaning assigned to such term in Section 5.24.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder.

"***Exempt Issuance***" means the issuance of (a) Ordinary Shares, options or other equity incentive awards pursuant to any equity incentive plan duly adopted for such purpose, by the Company's Board of Directors or a majority of the members of a committee of the Board of Directors established for such purpose, (b) (1) any Securities issued to the Investor (or its designee) pursuant to the Transaction Documents, (2) any securities issued upon the exercise or exchange of or conversion of any Ordinary Shares or Ordinary Shares Equivalents held by the Investor at any time, or (3) any securities issued upon the exercise or exchange of or conversion of any Ordinary Shares Equivalents issued and outstanding on the date of this Agreement, provided that such securities referred to in this clause (3) have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities, (c) securities issued pursuant to acquisitions, divestitures, licenses, partnerships, collaborations or strategic transactions approved by the Company's Board of Directors or a majority of the members of a committee of directors established for such purpose, which acquisitions, divestitures, licenses, partnerships, collaborations or strategic transactions can have a Variable Rate Transaction component, provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities, (d) Ordinary Shares issued by the Company to the Investor (or its designee) in connection with any "equity line of credit" or other continuous offering or similar offering of Ordinary Shares (other than the transactions contemplated by the Transaction Documents) pursuant to one or more written agreements between the Company and the Investor or an Affiliate of the Investor executed after the date of this Agreement (if any), whereby the Company may sell Ordinary Shares to the Investor or an Affiliate of the Investor at a future determined price, (e) Ordinary Shares issued by the Company in any "at the market offering" or "equity distribution program" or similar offering of Ordinary Shares exclusively to or through B. Riley Securities, Inc. pursuant to one or more written agreements between the Company and B. Riley Securities, Inc., or (f) any warrants or Ordinary Shares issued or issuable by the Company pursuant to the Subscription and Registration Rights Agreement, dated September 2, 2022, by and among the Company and the parties listed under Holder on the signature pages thereto, and the Warrant Agreement, dated as of September 2, 2022, by and among the Company, Computershare Inc., a Delaware corporation, and its Affiliate, Computershare Trust Company, N.A., a federally chartered trust company.

"***Ex-Im Laws***" means all applicable laws relating to export, re-export, transfer, and import controls, including but not limited to the U.S. Export Administration Regulations, the customs and import Laws administered by U.S. Customs and Border Protection, the EU Dual Use Regulation, the various Laws administered by the Australian Government's Department of Defence (including the Defence Trade Controls Act 2012 (Cth), the Defence Trade Controls Regulations 2013 (Cth), the Customs Act 1901 (Cth), the Customs (Prohibited Exports) Regulations 1958 (Cth)) and the Weapons of Mass Destruction Act 1955 (Cth)), and any similar laws of any Governmental Authority with jurisdiction over the Company, any Subsidiary of the Company, or any agent thereof to the extent that it is conducting business involving the Company or any of its Subsidiaries, to the extent that the Company, any of its Subsidiaries, or such agent is subject to such laws.

"***Filing Deadline***" shall have the meaning assigned to such term in the Registration Rights Agreement.

"***FINRA***" means the Financial Industry Regulatory Authority, Inc.

"***FINRA Filing***" shall have the meaning assigned to such term in Section 6.14.

"***Form 6-K Report***" shall have the meaning assigned to such term in Section 2.3.

"***Fundamental Transaction***" means that (i) the Company shall, directly or indirectly, in one or more related transactions, (1) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Person, with the result that the holders of the Company's share capital immediately prior to such consolidation or merger together beneficially own less than 50% of the outstanding voting power of the surviving or resulting corporation, or (2) sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company to another Person, or (3) take action to facilitate a purchase, tender or exchange offer by another Person that is accepted by the holders of more than 50% of the outstanding Ordinary Shares (excluding any Ordinary Shares held by the Person or Persons making or party to, or associated or affiliated with the Persons making or party to, such purchase, tender or exchange offer), or (4) consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding Ordinary Shares (not including any Ordinary Shares held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination), or (5) reorganize, recapitalize or reclassify its Ordinary Shares, or (ii) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding Ordinary Shares.

"***Future Purchase Suspension***" shall have the meaning assigned to such term in Section 6.17.

"***GAAP***" shall have the meaning assigned to such term in Section 5.6(b).

"***Governmental Authority***" means any United States or non-United States: (i) nation, state, commonwealth, province, territory, region, county, city, municipality, district, or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; or (iii) governmental, quasi-governmental, public or statutory authority of any nature (including any governmental division, department, agency, regulatory or administrative authority, commission, instrumentality, official, organization, unit, body, or Entity and any court, judicial or arbitral body, or other tribunal).

"***Government Official***" means any officer or employee of a Governmental Authority, a public international organization, or any department or agency thereof or any person acting in an official capacity for such government or organization, including (i) a foreign official as defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended, (ii) a foreign public official as defined in the U.K. Bribery Act 2010, (iii) a foreign public official as defined in the Criminal Code Act 1995 (Cth), (iv) an officer or employee of a government-owned, controlled, operated enterprise, such as a national oil company, and (v) any non-U.S. political party, any party official or representative of a non-U.S. political party, or any candidate for a non-U.S. political office.

"***Hazardous Materials***" means all materials, chemicals, wastes, compounds and substances in any form defined, regulated or characterized as a pollutant, contaminant or toxic or hazardous substance or waste (or terms of similar meaning) under Environmental Laws protecting the Environment and human health, including petroleum, crude oil and any fraction thereof.

"***HIPAA***" means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, including as amended by the Health Information Technology for Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations.

"***Indebtedness***" shall mean (a) any liabilities for borrowed money or amounts owed in excess of $100,000 (other than trade accounts payable incurred in the ordinary course of business), (b) all guaranties, endorsements, indemnities and other contingent obligations in respect of Indebtedness of others in excess of $100,000, whether or not the same are or should be reflected in the Company's balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (c) the present value of any lease payments in excess of $100,000 due under leases required to be capitalized in accordance with GAAP.

"***Initial Registration Statement***" shall have the meaning assigned to such term in the Registration Rights Agreement.

"***Intellectual Property***" means (i) patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions or reexaminations thereof, (ii) trademarks and service marks, trade dress, logos, trade names, corporate names, brands, slogans, and other source identifiers together with all translations, adaptations, derivations, combinations and other variants of the foregoing, and all applications, registrations, and renewals in connection therewith, together with all of the goodwill associated with the foregoing, (iii) copyrights, and other rights in works of authorship (whether or not

copyrightable), and moral rights, and registrations and applications for registration, renewals and extensions thereof, (iv) trade secrets, proprietary know-how (including ideas, formulas, compositions, inventions (whether or not patentable or reduced to practice)), and database protection rights, (v) Internet domain name registrations, (vi) rights of privacy (excluding those arising under Privacy Laws) and publicity and all other intellectual property or proprietary rights of any kind or description, and (vii) all legal rights arising from clauses (i) through (vi) above, including the right to prosecute, enforce and perfect such interests and rights to sue, oppose, cancel, interfere, enjoin and collect damages based upon such interests, including such rights based on past infringement, if any, in connection with any of the foregoing.

"***Intraday VWAP Purchase***" shall mean either (i) an Intraday VWAP Purchase-Type A or (ii) an Intraday VWAP Purchase-Type B, as applicable.

"***Intraday VWAP Purchase-Type A***" shall have the meaning assigned to such term in Section 3.2.

"***Intraday VWAP Purchase-Type B***" shall have the meaning assigned to such term in Section 3.2.

"***Intraday VWAP Purchase Commencement Time***" means, with respect to an Intraday VWAP Purchase made pursuant to Section 3.2, the time that is the latest of: (i) the VWAP Purchase Ending Time of the VWAP Purchase Period for the VWAP Purchase preceding the Intraday VWAP Purchase Period for such Intraday VWAP Purchase occurring on the same Purchase Date as such earlier VWAP Purchase, if the Company has timely delivered a VWAP Purchase Notice to the Investor for a VWAP Purchase on such Purchase Date, (ii) the Intraday VWAP Purchase Ending Time of the Intraday VWAP Purchase Period for the most recent prior Intraday VWAP Purchase, if any, occurring on the same Purchase Date as such Intraday VWAP Purchase, and (iii) the Investor's timely receipt (acknowledged by email correspondence to each of the individual notice recipients of the Company set forth in the applicable Intraday VWAP Purchase Notice, other than via auto-reply) from the Company of the applicable Intraday VWAP Purchase Notice for such Intraday VWAP Purchase on the applicable Purchase Date therefor.

"***Intraday VWAP Purchase Ending Time***" means, with respect to an Intraday VWAP Purchase made pursuant to Section 3.2, the time on the Purchase Date for such Intraday VWAP Purchase that is the earliest of: (i) 3:59 p.m., New York City time, on the applicable Purchase Date for such Intraday VWAP Purchase, or such earlier time publicly announced by the Trading Market (or, if the Ordinary Shares are then listed on an Eligible Market, by such Eligible Market) as the official close of the primary (or "regular") trading session on the Trading Market (or on such Eligible Market, as applicable) on such Purchase Date; (ii) immediately at such time following the Intraday VWAP Purchase Commencement Time of the Intraday VWAP Purchase Period for such Intraday VWAP Purchase that the total number (or volume) of Ordinary Shares traded on the Trading Market (or on such Eligible Market, as applicable) during such Intraday VWAP Purchase Period has exceeded the applicable Intraday VWAP Purchase Share Volume Maximum for such Intraday VWAP Purchase (taking into account whether such Intraday VWAP Purchase is specified by the Company as an Intraday VWAP Purchase-Type A or an Intraday VWAP Purchase-Type B in the applicable Intraday VWAP Purchase Notice therefor); provided, however, that the calculation of the total number (or volume) of Ordinary Shares traded on the Trading Market (or

on such Eligible Market, as applicable) during such Intraday VWAP Purchase Period shall exclude from such calculation (A) the opening or first purchase of Ordinary Shares at or following the official open of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date and (B) the last or closing sale of Ordinary Shares at or prior to the official close of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date (as applicable); and (iii) immediately at such time following the Intraday VWAP Purchase Commencement Time of the Intraday VWAP Purchase Period for such Intraday VWAP Purchase that the Sale Price of any Ordinary Share traded on the Trading Market (or on such Eligible Market, as applicable) during such Intraday VWAP Purchase Period is less than the applicable Intraday VWAP Purchase Minimum Price Threshold; provided, however, that the determination of whether the Sale Price of any Ordinary Share traded during such Intraday VWAP Purchase Period is less than the applicable Intraday VWAP Purchase Minimum Price Threshold shall exclude (A) the opening or first purchase of Ordinary Shares at or following the official open of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date and (B) the last or closing sale of Ordinary Shares at or prior to the official close of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date (as applicable) (in each case, to be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, share split, reverse share split or other similar transaction).

"***Intraday VWAP Purchase Maximum Amount***" means, (i) with respect to an Intraday VWAP Purchase-Type A made pursuant to Section 3.2, such number of Ordinary Shares equal to the lesser of: (a) 3,000,000, and (b) the product of (1) 0.10, multiplied by (2) the total number (or volume) of Ordinary Shares traded on the Trading Market (or, if the Ordinary Shares are then listed on an Eligible Market, by such Eligible Market) during the Intraday VWAP Purchase Period for such Intraday VWAP Purchase-Type A, and (ii) with respect to an Intraday VWAP Purchase-Type B made pursuant to Section 3.2, such number of Ordinary Shares equal to the lesser of: (a) 3,000,000, and (b) the product of (1) 0.20, multiplied by (2) the total number (or volume) of Ordinary Shares traded on the Trading Market (or on such Eligible Market, as applicable) during the Intraday VWAP Purchase Period for such Intraday VWAP Purchase-Type B; provided, however, that the calculation of the total number (or volume) of Ordinary Shares traded on the Trading Market (or on such Eligible Market, as applicable) during such Intraday VWAP Purchase Period referred to in clause (i)(b)(2) and in clause (ii)(b)(2) above shall, in each case, exclude from such calculation (A) the opening or first purchase of Ordinary Shares at or following the official open of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date and (B) the last or closing sale of Ordinary Shares at or prior to the official close of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date (as applicable) (in each case, to be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, share split, reverse share split or other similar transaction).

"***Intraday VWAP Purchase Minimum Price Threshold***" means, with respect to an Intraday VWAP Purchase made pursuant to Section 3.2, the dollar amount specified by the Company in the applicable Intraday VWAP Purchase Notice for such Intraday VWAP Purchase as the per share minimum Sale Price threshold to be used in determining whether the event in clause (iii) of the definition of "Intraday VWAP Purchase Ending Time" shall have occurred during the applicable Intraday VWAP Purchase Period for such Intraday VWAP Purchase (to be

appropriately adjusted for any reorganization, recapitalization, non-cash dividend, share split, reverse share split or other similar transaction); provided, however, that if the Company has not specified any such dollar amount as the per share minimum Sale Price threshold in the applicable Intraday VWAP Purchase Notice for such Intraday VWAP Purchase, then the per share minimum Sale Price threshold to be used in determining whether the event in clause (iii) of the definition of "Intraday VWAP Purchase Ending Time" shall have occurred during the applicable Intraday VWAP Purchase Period for such Intraday VWAP Purchase shall be such dollar amount equal to the product of (a) the Closing Sale Price of the Ordinary Shares on the Trading Day immediately preceding the Purchase Date for such Intraday VWAP Purchase, multiplied by (b) 0.75 (to be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, share split, reverse share split or other similar transaction).

"***Intraday VWAP Purchase Notice***" means, with respect to an Intraday VWAP Purchase made pursuant to Section 3.2, an irrevocable written notice from the Company to the Investor, specifying whether such Intraday VWAP Purchase is an Intraday VWAP Purchase-Type A or an Intraday VWAP Purchase-Type B, and directing the Investor to subscribe for and purchase a specified Intraday VWAP Purchase Share Amount (such specified Intraday VWAP Purchase Share Amount subject to adjustment as set forth in Section 3.2 as necessary to give effect to the applicable Intraday VWAP Purchase Maximum Amount for such Intraday VWAP Purchase), at the applicable Intraday VWAP Purchase Price therefor on the Purchase Date for such Intraday VWAP Purchase in accordance with this Agreement, that is delivered by the Company to the Investor and received by the Investor (i) after the latest of (X) 10:00 a.m., New York City time, on such Purchase Date, if the Company has not timely delivered a VWAP Purchase Notice to the Investor for a VWAP Purchase on such Purchase Date, (Y) the VWAP Purchase Ending Time of the VWAP Purchase Period for the VWAP Purchase preceding the Intraday VWAP Purchase Period for such Intraday VWAP Purchase occurring on the same Purchase Date as such earlier VWAP Purchase, if the Company has timely delivered a VWAP Purchase Notice to the Investor for a VWAP Purchase on such Purchase Date, and (Z) the Intraday VWAP Purchase Ending Time of the Intraday VWAP Purchase Period for the most recent prior Intraday VWAP Purchase, if any, occurring on the same Purchase Date as such Intraday VWAP Purchase, and (ii) prior to the earlier of (X) 3:30 p.m., New York City time, on such Purchase Date and (Y) such time that is exactly thirty (30) minutes immediately prior to the official close of the primary (or "regular") trading session on the Trading Market (or, if the Ordinary Shares are then listed on an Eligible Market, on such Eligible Market) on such Purchase Date, if the Trading Market (or such Eligible Market, as applicable) has theretofore publicly announced that the official close of the primary (or "regular") trading session on the Trading Market (or on such Eligible Market, as applicable) on such Purchase Date shall be earlier than 4:00 p.m., New York City time, on such Purchase Date.

"***Intraday VWAP Purchase Period***" means, with respect to an Intraday VWAP Purchase made pursuant to Section 3.2, the period on the Purchase Date for such Intraday VWAP Purchase, beginning at the applicable Intraday VWAP Purchase Commencement Time and ending at the applicable Intraday VWAP Purchase Ending Time on such Purchase Date for such Intraday VWAP Purchase.

"***Intraday VWAP Purchase Price***" means, with respect to an Intraday VWAP Purchase made pursuant to Section 3.2, the purchase price per Share to be subscribed for and purchased by the Investor in such Intraday VWAP Purchase, equal to the product of (i) 0.97, multiplied by (ii)

the VWAP of the Ordinary Shares for the applicable Intraday VWAP Purchase Period on the applicable Purchase Date for such Intraday VWAP Purchase; provided, that the calculation of the VWAP for the Ordinary Shares for the Intraday VWAP Purchase Period for an Intraday VWAP Purchase, (A) during which Intraday VWAP Purchase Period the opening or first purchase of Ordinary Shares at or following the official open of the primary (or "regular") trading session on the Trading Market (or, if the Ordinary Shares are then listed on an Eligible Market, on such Eligible Market) on the Purchase Date for such Intraday VWAP Purchase has occurred, shall exclude from such calculation such opening or first purchase of Ordinary Shares at or following the official open of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date, and (B) during which Intraday VWAP Purchase Period the last or closing sale of Ordinary Shares at or prior to the official close of the primary (or "regular") trading session on the Trading Market (or on such Eligible Market, as applicable) on the Purchase Date for such Intraday VWAP Purchase has occurred (as applicable), shall exclude from such calculation such last or closing sale of Ordinary Shares at or prior to the official close of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date. All such calculations shall be appropriately adjusted for any share dividend, share split, share combination, recapitalization or other similar transaction.

"***Intraday VWAP Purchase Share Amount***" means, with respect to an Intraday VWAP Purchase made pursuant to Section 3.2, the total number of Shares to be subscribed for and purchased by the Investor in such Intraday VWAP Purchase as specified by the Company in the applicable Intraday VWAP Purchase Notice for such Intraday VWAP Purchase, which total number of Shares shall not exceed the Intraday VWAP Purchase Maximum Amount applicable to such Intraday VWAP Purchase, taking into account whether such Intraday VWAP Purchase is specified by the Company as an Intraday VWAP Purchase-Type A or an Intraday VWAP Purchase-Type B in the applicable Intraday VWAP Purchase Notice therefor (and such number of Shares specified by the Company in the applicable Intraday VWAP Purchase Notice for such Intraday VWAP Purchase shall be subject to automatic adjustment in accordance with Section 3.2 hereof as necessary to give effect to the Intraday VWAP Purchase Maximum Amount limitation applicable to such Intraday VWAP Purchase, taking into account whether such Intraday VWAP Purchase is specified by the Company as an Intraday VWAP Purchase-Type A or an Intraday VWAP Purchase-Type B in the applicable Intraday VWAP Purchase Notice therefor, as set forth in this Agreement).

"***Intraday VWAP Purchase Share Volume Maximum***" means, (i) with respect to an Intraday VWAP Purchase-Type A made pursuant to Section 3.2, a number of Ordinary Shares equal to the quotient obtained by dividing (a) the Intraday VWAP Purchase Share Amount to be subscribed for and purchased by the Investor in such Intraday VWAP Purchase-Type A, by (b) 0.10, and (ii) with respect to an Intraday VWAP Purchase-Type B made pursuant to Section 3.2, a number of Ordinary Shares equal to the quotient obtained by dividing (a) the Intraday VWAP Purchase Share Amount to be subscribed for and purchased by the Investor in such Intraday VWAP Purchase-Type B, by (b) 0.20 (in each case to be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, share split, reverse share split or other similar transaction).

"***Investment Period***" means the period commencing on the Commencement Date and expiring on the date this Agreement is subsequently terminated pursuant to Article VIII.

"***Investor***" shall have the meaning assigned to such term in the preamble of this Agreement.

"***Investor Expense Reimbursement***" shall have the meaning assigned to such term in Section 10.1(i).

"***Investor Party***" shall have the meaning assigned to such term in Section 9.1.

"***Issuer Covered Person***" shall have the meaning assigned to such term in Section 5.43.

"***IT Systems and Data***" shall have the meaning assigned to such term in Section 5.41.

"***Knowledge***" means the actual knowledge of any of (i) the Company's Chief Executive Officer and (ii) the Company's Chief Financial Officer, in each case after reasonable inquiry of all officers, directors and employees of the Company and its Subsidiaries under such Person's direct supervision who would reasonably be expected to have knowledge or information with respect to the matter in question.

"***Legacy Tritium Holdings***" means Tritium Holdings Pty Ltd, an Australian proprietary company limited by shares, and its consolidated Subsidiaries prior to January 13, 2022.

"***Material Adverse Effect***" means (i) any condition, occurrence, state of facts or event having, or insofar as reasonably can be foreseen would likely have, any effect on the business, operations, properties or financial condition of the Company that is material and adverse to the Company and its Subsidiaries, taken as a whole, excluding any facts, circumstances, changes or effects, individually or in the aggregate, exclusively and directly resulting from, relating to or arising out of any of the following: (a) changes in conditions in the U.S. or global capital, credit or financial markets generally, including changes in the availability of capital or currency exchange rates, provided such changes shall not have affected the Company in a materially disproportionate manner as compared to other similarly situated companies, (b) changes generally affecting the industries in which the Company and its Subsidiaries operate, provided such changes shall not have affected the Company and its Subsidiaries, taken as a whole, in a materially disproportionate manner as compared to other similarly situated companies, (c) any effect of the announcement of, or the consummation of the transactions contemplated by, this Agreement and the Registration Rights Agreement on the Company's relationships, contractual or otherwise, with customers, suppliers, vendors, bank lenders, strategic venture partners or employees, (d) changes arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing as of the date hereof, (e) any action taken by the Investor, any of its officers, its sole member or the Investor's Broker-Dealer, or any of such Person's successors with respect to the transactions contemplated by this Agreement and the Registration Rights Agreement, and (f) the effect of any changes in applicable laws or accounting rules, provided such changes shall not have affected the Company in a materially disproportionate manner as compared to other similarly situated companies; (ii) any condition, occurrence, state of facts or event having, or insofar as reasonably can be foreseen would likely have, any material adverse effect on the legality, validity or enforceability of any of the Transaction Documents or the transactions contemplated thereby; or (iii) any condition, occurrence, state of facts or event that would, or insofar as reasonably can be foreseen would likely, prohibit or otherwise materially interfere with or delay the ability of the Company to perform any of its obligations under any of the Transaction Documents to which it is a party.

"***Merger Form 6-K***" shall have the meaning assigned to such term in the definition of "Commission Documents".

"***Merger Proxy Statement/Prospectus***" shall have the meaning assigned to such term in the definition of "Commission Documents".

"***MPA Period***" means the period commencing at 5:00 p.m., New York City time, on the Trading Day immediately preceding the Trading Day on which any Affiliate of the Investor, including, without limitation, BRS, shall have published or distributed any research report (as such term is defined in Rule 500 of Regulation AC) concerning the Company, and ending at 6:00 a.m., New York City time, on the sixth (6^{th}) Trading Day immediately following the Trading Day on which any Affiliate of the Investor, including, without limitation, BRS, shall have published or distributed any research report (as such term is defined in Rule 500 of Regulation AC) concerning the Company.

"***New Registration Statement***" shall have the meaning assigned to such term in the Registration Rights Agreement.

"***New York Court***" shall have the meaning assigned to such term in Section 5.50.

"***Non-Affiliate Shares***" shall have the meaning assigned to such term in Section 5.44.

"***Notice of Effectiveness***" shall have the meaning assigned to such term in Section 10.1(iv).

"***Ordinary Shares***" means the fully paid ordinary shares in the capital of the Company.

"***Ordinary Shares Equivalents***" means any securities of the Company or its Subsidiaries which entitle the holder thereof to acquire at any time Ordinary Shares, including, without limitation, any debt, preferred shares, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Ordinary Shares.

"***PCI DSS***" means the Payment Card Industry Data Security Standard, issued by the Payment Card Industry Security Standards Council.

"***PEA Period***" means the period commencing at 9:30 a.m., New York City time, on the fifth (5^{th}) Trading Day immediately prior to the filing of any post-effective amendment to the Initial Registration Statement or any New Registration Statement, and ending at 9:30 a.m., New York City time, on the Trading Day immediately following, the Effective Date of such post-effective amendment.

"***Permits***" shall have the meaning assigned to such term in Section 5.17(a).

"***Person***" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including, without limitation, a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association, or to the extent not already covered, an Entity, or government, political subdivision, agency or instrumentality of a government, or to the extent not already covered, a Governmental Authority.

"*Personal Information*" means (i) information related to an identified or identifiable individual, device or household (e.g., name, address, telephone number, email address, financial account number, government-issued identifier), (ii) any other data used or intended to be used or which allows one to identify, contact, or precisely locate an individual, device or household, including any internet protocol address or other persistent identifier, (iii) any other, similar information or data regulated by privacy or data security statutes, laws, rules or regulations, and (iv) any information that is covered by PCI DSS.

"***Policies***" shall have the meaning assigned to such term in Section 5.42.

"***Products***" mean any products or services, developed, manufactured, performed, out-licensed, sold, distributed or otherwise made available by or on behalf of the Company or any of its Subsidiaries, or from which the Company or any of its Subsidiaries has derived previously, is currently deriving or is scheduled to derive, revenue from the sale or provision thereof.

"***Privacy Laws***" means all statutes, laws, rules, regulations and ordinances governing the receipt, collection, use, storage, handling, processing, sharing, security, use, disclosure, protection or transfer of Personal Information or the security of Company's Business Systems, including the following laws and their implementing regulations: HIPAA, the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, the CAN-SPAM Act, Canada's Anti-Spam Legislation, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Children's Online Privacy Protection Act, California Consumer Privacy Act, Australian *Privacy Act 1988* (Cth), Australian *Spam Act 2003* (Cth), Australian *Do Not Call Register Act 2006* (Cth) and any ancillary rules, binding guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a Governmental Authority under the foregoing instruments, state data security laws, state data breach notification laws, state consumer protection laws, the General Data Protection Regulation (EU) 2016/679, any applicable statutes, laws, rules, regulations and ordinances concerning requirements for website and mobile application privacy policies and practices, call or electronic monitoring or recording or any outbound communications (including outbound calling and text messaging, telemarketing, and e-mail marketing).

"***Prospectus***" shall have the meaning assigned to such term in the Registration Rights Agreement.

"***Prospectus Supplement***" shall have the meaning assigned to such term in the Registration Rights Agreement.

"***Purchase Condition Satisfaction Time***" shall have the meaning assigned to such term in Section 7.3.

"***Purchase Date***" means, (i) with respect to a VWAP Purchase made pursuant to Section 3.1, the Trading Day on which the Investor timely receives, (A) after 6:00 a.m., New York City time, and (B) prior to 9:00 a.m., New York City time, on such Trading Day, a valid VWAP Purchase Notice for such VWAP Purchase in accordance with this Agreement, and (ii) with respect to an Intraday VWAP Purchase made pursuant to Section 3.2, the Trading Day on which the Investor timely receives a valid Intraday VWAP Purchase Notice for such Intraday VWAP Purchase in accordance with this Agreement, (A) after the latest of (X) 10:00 a.m., New York City time, on such Trading Day, if the Company has not timely delivered a valid VWAP Purchase Notice to the Investor for a VWAP Purchase on such Trading Day, (Y) the VWAP Purchase Ending Time of the VWAP Purchase Period for the VWAP Purchase preceding the applicable Intraday VWAP Purchase Period for such Intraday VWAP Purchase occurring on the same Trading Day as such earlier VWAP Purchase, if the Company has timely delivered a valid VWAP Purchase Notice to the Investor for a VWAP Purchase on such Trading Day, and (Z) the Intraday VWAP Purchase Ending Time of the Intraday VWAP Purchase Period for the most recent prior Intraday VWAP Purchase, if any, occurring on the same Trading Day as such Intraday VWAP Purchase, and (B) prior to the earlier of (X) 3:30 p.m., New York City time, on such Trading Day for such Intraday VWAP Purchase and (Y) such time that is exactly thirty (30) minutes immediately prior to the official close of the primary (or "regular") trading session on the Trading Market (or, if the Ordinary Shares are then listed on an Eligible Market, on such Eligible Market) on such Trading Day, if the Trading Market (or such Eligible Market, as applicable) has publicly announced that the official close of the primary (or "regular") trading session shall be earlier than 4:00 p.m., New York City time, on such Trading Day.

"***Purchase Share Delivery Date***" shall have the meaning assigned to such term in Section 3.3.

"***Qualified Independent Underwriter***" shall have the meaning assigned to such term in FINRA Rule 5121(f)(12).

"***Reference Period***" shall have the meaning assigned to such term in Section 6.6(ii).

"***Reference Price***" shall have the meaning assigned to such term in Section 6.6(ii).

"***Registrable Securities***" shall have the meaning assigned to such term in the Registration Rights Agreement.

"***Registration Period***" shall have the meaning assigned to such term in the Registration Rights Agreement.

"***Registration Rights Agreement***" shall have the meaning assigned to such term in the recitals hereof.

"***Registration Statement***" shall have the meaning assigned to such term in the Registration Rights Agreement.

"***Regulation D***" shall have the meaning assigned to such term in the recitals of this Agreement.

"***Release***" means any release, spill, emission, leaking, pumping, emitting, depositing, discharging, injecting, escaping, leaching, dispersing, dumping, pouring, disposing or migrating into, onto or through the Environment.

"***Representation Date***" shall have the meaning assigned to such term in Section 6.17.

"***Restricted Period***" shall have the meaning assigned to such term in Section 6.9(i).

"***Restricted Person***" shall have the meaning assigned to such term in Section 6.9(i).

"***Restricted Persons***" shall have the meaning assigned to such term in Section 6.9(i).

"***Rule 144***" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect.

"***Sale Price***" means any trade price for an Ordinary Share on the Trading Market, or if the Ordinary Shares are then traded on an Eligible Market, on such Eligible Market, as reported by Bloomberg.

"***Sanctioned Country***" means at any time, a country, region or territory which is itself the subject or target of any comprehensive Sanctions (as of the date of this Agreement, Crimea, Cuba, Iran, North Korea, Russia, Sudan, Syria and Venezuela).

"***Sanctioned Person***" means at any time any Person that is: (i) listed on any Sanctions-related list of designated or blocked Persons administered by a Governmental Authority to the extent that it has jurisdiction over the Company, any of its Subsidiaries, or any agent thereof to the extent that it is conducting business involving the Company or any of its Subsidiaries (including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control's Specially Designated Nationals List, Sectoral Sanctions Identifications List, and Foreign Sanctions Evaders List, the Consolidated List maintained by the Australian Sanctions Office, and the EU Consolidated Financial Sanctions List), (ii) the government of, located in, resident in, or organized under the laws of a Sanctioned Country, (iii) the Government of Venezuela, as defined in Executive Order 13884 of August 5, 2019; or (iv) majority-owned or controlled by a Person or Persons described in clauses (i) through (iii).

"***Sanctions***" means applicable trade, economic and financial sanctions laws, regulations, embargoes, and restrictive measures administered or enforced by (i) the United States (including without limitation the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, and the U.S. Department of Commerce), (ii) Australia (including without limitation the various sanctions Laws administered by the Australian Government's Department of Foreign Affairs and Trade), (iii) the European Union and enforced by its member states, (iv) the United Nations, or (v) Her Majesty's Treasury.

"***Sarbanes-Oxley Act***" shall have the meaning assigned to such term in Section 5.6(d).

"***Section 4(a)(2)***" shall have the meaning assigned to such term in the recitals of this Agreement.

"*Securities*" means, collectively, the Shares and the Commitment Shares.

"***Securities Act***" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder.

"***Shares***" shall mean the Ordinary Shares that may be subscribed for and purchased by the Investor under this Agreement pursuant to one or more VWAP Purchase Notices or pursuant to one or more Intraday VWAP Purchase Notices, but not including the Commitment Shares.

"***Short Sales***" shall mean "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act.

"***Software***" means all computer software (in any format, including object code, byte code or source code), and related system and user documentation.

"***Subsidiary***" shall mean any corporation or other entity of which at least a majority of the securities or other ownership interest having ordinary voting power for the election of directors or other persons performing similar functions are at the time owned directly or indirectly by the Company and/or any of its other Subsidiaries.

"***Supplier***" means any Person that supplies inventory or other materials or personal property, components, or other goods or services (including, design, development and manufacturing services) that comprise or are utilized in, including in connection with the design, development, manufacture or sale of, the Products of the Company and its Subsidiaries.

"***Threshold Price***" means $1.00, which shall be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, share split or other similar transaction and, effective upon the consummation of any such reorganization, recapitalization, non-cash dividend, share split or other similar transaction, the "Threshold Price" shall mean the lower of (i) such adjusted price and (ii) $1.00.

"***Total Commitment***" shall have the meaning assigned to such term in Section 2.1.

"***Trading Day***" shall mean any day on which the Trading Market or, if the Ordinary Shares is then listed on an Eligible Market, such Eligible Market is open for "regular" trading, including any day on which the Trading Market (or such Eligible Market, as applicable) is open for "regular" trading for a period of time less than the customary "regular" trading period.

"***Trading Market***" means The Nasdaq Global Market (or any nationally recognized successor thereto).

"***Transaction Documents***" means, collectively, this Agreement (as qualified by the Disclosure Schedule) and the exhibits hereto, the Registration Rights Agreement, and the exhibits thereto, and each of the other agreements, documents, certificates and instruments entered into or furnished by the parties hereto in connection with the transactions contemplated hereby and thereby.

"***Variable Rate Transaction***" means a transaction in which the Company (i) issues or sells any equity or debt securities that are convertible into, exchangeable or exercisable for, or include the right to receive additional Ordinary Shares or Ordinary Shares Equivalents either (A) at a conversion price, exercise price, exchange rate or other price that is based upon and/or varies with the trading prices of or quotations for the Ordinary Shares at any time after the initial issuance of such equity or debt securities, or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such equity or debt security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Ordinary Shares (including, without limitation, any "full ratchet" or "weighted average" anti-dilution provisions, but not including any standard anti-dilution protection for any reorganization, recapitalization, non-cash dividend, share split or other similar transaction), (ii) issues or sells any equity or debt securities, including without limitation, Ordinary Shares or Ordinary Shares Equivalents, either (A) at a price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Ordinary Shares (other than standard anti-dilution protection for any reorganization, recapitalization, non-cash dividend, share split or other similar transaction), or (B) that are subject to or contain any put, call, redemption, buy-back, price-reset or other similar provision or mechanism (including, without limitation, a "Black-Scholes" put or call right, other than in connection with a "fundamental transaction") that provides for the issuance of additional equity securities of the Company or the payment of cash by the Company, or (iii) enters into any agreement, including, but not limited to, an "equity line of credit" or "at the market offering" or other continuous offering or similar offering of Ordinary Shares or Ordinary Shares Equivalents, whereby the Company may sell Ordinary Shares or Ordinary Shares Equivalents at a future determined price.

"***VWAP***" means, for the Ordinary Shares for a specified period, the dollar volume-weighted average price for the Ordinary Shares on the Trading Market (or, if the Ordinary Shares are then listed on an Eligible Market, on such Eligible Market), for such period, as reported by Bloomberg through its "AQR" function; provided, however, that (i) the calculation of the dollar volume-weighted average price for the Ordinary Shares for the VWAP Purchase Period for each VWAP Purchase, (A) during which VWAP Purchase Period the opening or first purchase of Ordinary Shares at or following the official open of the primary (or "regular") trading session on the Trading Market (or, if the Ordinary Shares are then listed on an Eligible Market, on such Eligible Market) on the Purchase Date for such VWAP Purchase has occurred, shall exclude from such calculation such opening or first purchase of Ordinary Shares at or following the official open of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date, and (B) during which VWAP Purchase Period the last or closing sale of Ordinary Shares at or prior to the official close of the primary (or "regular") trading session on the Trading Market (or on such Eligible Market, as applicable) on the Purchase Date for such VWAP Purchase has occurred (as applicable), shall exclude from such calculation such last or closing sale of Ordinary Shares at or prior to the official close of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date; and (ii) the calculation of the dollar volume-weighted average price for the Ordinary Shares for the Intraday VWAP Purchase Period for each Intraday VWAP Purchase, (A) during which Intraday VWAP Purchase Period the opening or first purchase of Ordinary Shares at or following the official open of the primary (or "regular") trading session on the Trading Market (or, if the Ordinary Shares are then listed on an Eligible

Market, on such Eligible Market) on the Purchase Date for such Intraday VWAP Purchase has occurred, shall exclude from such calculation such opening or first purchase of Ordinary Shares at or following the official open of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date, and (B) during which Intraday VWAP Purchase Period the last or closing sale of Ordinary Shares at or prior to the official close of the primary (or "regular") trading session on the Trading Market (or on such Eligible Market, as applicable) on the Purchase Date for such Intraday VWAP Purchase has occurred (as applicable), shall exclude from such calculation such last or closing sale of Ordinary Shares at or prior to the official close of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date. All such calculations shall be appropriately adjusted for any share dividend, share split, share combination, recapitalization or other similar transaction.

"***VWAP Purchase***" shall mean either (i) a VWAP Purchase-Type A or (ii) a VWAP Purchase-Type B, as applicable.

"***VWAP Purchase-Type A***" shall have the meaning assigned to such term in Section 3.1.

"***VWAP Purchase-Type B***" shall have the meaning assigned to such term in Section 3.1.

"***VWAP Purchase Commencement Time***" means, with respect to a VWAP Purchase made pursuant to Section 3.1, 9:30:01 a.m., New York City time, on the Purchase Date for such VWAP Purchase, or such later time on such Purchase Date publicly announced by the Trading Market (or, if the Ordinary Shares are then listed on an Eligible Market, by such Eligible Market) as the official open of the primary (or "regular") trading session on the Trading Market (or on such Eligible Market, as applicable) on such Purchase Date.

"***VWAP Purchase Ending Time***" means, with respect to a VWAP Purchase made pursuant to Section 3.1, the time on the Purchase Date for such VWAP Purchase that is the earliest of: (i) 3:59 p.m., New York City time, on the applicable Purchase Date for such VWAP Purchase, or such earlier time publicly announced by the Trading Market (or, if the Ordinary Shares are then listed on an Eligible Market, by such Eligible Market) as the official close of the primary (or "regular") trading session on the Trading Market (or on such Eligible Market, as applicable) on such Purchase Date; (ii) immediately at such time following the VWAP Purchase Commencement Time of the VWAP Purchase Period for such VWAP Purchase that the total number (or volume) of Ordinary Shares traded on the Trading Market (or on such Eligible Market, as applicable) during such VWAP Purchase Period has exceeded the applicable VWAP Purchase Share Volume Maximum for such VWAP Purchase (taking into account whether such VWAP Purchase is specified by the Company as a VWAP Purchase-Type A or a VWAP Purchase-Type B in the applicable VWAP Purchase Notice therefor); provided, however, that the calculation of the total number (or volume) of Ordinary Shares traded on the Trading Market (or on such Eligible Market, as applicable) during such VWAP Purchase Period shall exclude from such calculation (A) the opening or first purchase of Ordinary Shares at or following the official open of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date and (B) the last or closing sale of Ordinary Shares at or prior to the official close of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date (as applicable); and (iii) immediately at such time following the VWAP Purchase Commencement Time of the VWAP Purchase Period for such VWAP Purchase that the Sale Price of any Ordinary

Share traded on the Trading Market (or on such Eligible Market, as applicable) during such VWAP Purchase Period is less than the applicable VWAP Purchase Minimum Price Threshold; provided, however, that the determination of whether the Sale Price of any Ordinary Share traded during such VWAP Purchase Period is less than the applicable VWAP Purchase Minimum Price Threshold shall exclude (A) the opening or first purchase of Ordinary Shares at or following the official open of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date and (B) the last or closing sale of Ordinary Shares at or prior to the official close of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date (as applicable) (in each case, to be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, share split, reverse share split or other similar transaction).

"***VWAP Purchase Maximum Amount***" means, (i) with respect to a VWAP Purchase-Type A made pursuant to Section 3.1, such number of Ordinary Shares equal to the lesser of: (a) 3,000,000, and (b) the product of (1) 0.10, multiplied by (2) the total number (or volume) of Ordinary Shares traded on the Trading Market (or, if the Ordinary Shares are then listed on an Eligible Market, by such Eligible Market) during the VWAP Purchase Period for such VWAP Purchase-Type A, and (ii) with respect to a VWAP Purchase-Type B made pursuant to Section 3.1, such number of Ordinary Shares equal to the lesser of: (a) 3,000,000, and (b) the product of (1) 0.20, multiplied by (2) the total number (or volume) of Ordinary Shares traded on the Trading Market (or on such Eligible Market, as applicable) during the VWAP Purchase Period for such VWAP Purchase-Type B; provided, however, that the calculation of the total number (or volume) of Ordinary Shares traded on the Trading Market (or on such Eligible Market, as applicable) during such VWAP Purchase Period referred to in clause (i)(b)(2) and in clause (ii)(b)(2) above shall, in each case, exclude from such calculation (A) the opening or first purchase of Ordinary Shares at or following the official open of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date and (B) the last or closing sale of Ordinary Shares at or prior to the official close of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date (as applicable) (in each case, to be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, share split, reverse share split or other similar transaction).

"***VWAP Purchase Minimum Price Threshold***" means, with respect to a VWAP Purchase made pursuant to Section 3.1, the dollar amount specified by the Company in the applicable VWAP Purchase Notice for such VWAP Purchase as the per share minimum Sale Price threshold to be used in determining whether the event in clause (iii) of the definition of "VWAP Purchase Ending Time" shall have occurred during the applicable VWAP Purchase Period for such VWAP Purchase (to be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, share split, reverse share split or other similar transaction); provided, however, that if the Company has not specified any such dollar amount as the per share minimum Sale Price threshold in the applicable VWAP Purchase Notice for such VWAP Purchase, then the per share minimum Sale Price threshold to be used in determining whether the event in clause (iii) of the definition of "VWAP Purchase Ending Time" shall have occurred during the applicable VWAP Purchase Period for such VWAP Purchase shall be such dollar amount equal to the product of (a) the Closing Sale Price of the Ordinary Shares on the Trading Day immediately preceding the Purchase Date for such VWAP Purchase, multiplied by (b) 0.75 (to be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, share split, reverse share split or other similar transaction).

"***VWAP Purchase Notice***" means, with respect to a VWAP Purchase made pursuant to Section 3.1, an irrevocable written notice delivered by the Company to the Investor, and received by the Investor, after 6:00 a.m., New York City time, and prior to 9:00 a.m., New York City time, on the Purchase Date for such VWAP Purchase, specifying whether such VWAP Purchase is a VWAP Purchase-Type A or a VWAP Purchase-Type B, and directing the Investor to subscribe for and purchase a specified VWAP Purchase Share Amount (such specified VWAP Purchase Share Amount subject to adjustment as set forth in Section 3.1 as necessary to give effect to the applicable VWAP Purchase Maximum Amount for such VWAP Purchase), at the applicable VWAP Purchase Price therefor on such Purchase Date for such VWAP Purchase in accordance with this Agreement.

"***VWAP Purchase Period***" means, with respect to a VWAP Purchase made pursuant to Section 3.1, the period on the Purchase Date for such VWAP Purchase, beginning at the applicable VWAP Purchase Commencement Time and ending at the applicable VWAP Purchase Ending Time on such Purchase Date for such VWAP Purchase.

"***VWAP Purchase Price***" means, with respect to a VWAP Purchase made pursuant to Section 3.1, the purchase price per Share to be subscribed for and purchased by the Investor in such VWAP Purchase, equal to the product of (i) 0.97, multiplied by (ii) the VWAP of the Ordinary Shares for the applicable VWAP Purchase Period on the applicable Purchase Date for such VWAP Purchase; provided, that the calculation of the VWAP for the Ordinary Shares for the VWAP Purchase Period for a VWAP Purchase, (A) during which VWAP Purchase Period the opening or first purchase of Ordinary Shares at or following the official open of the primary (or "regular") trading session on the Trading Market (or, if the Ordinary Shares are then listed on an Eligible Market, on such Eligible Market) on the Purchase Date for such VWAP Purchase has occurred, shall exclude from such calculation such opening or first purchase of Ordinary Shares at or following the official open of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date, and (B) during which VWAP Purchase Period the last or closing sale of Ordinary Shares at or prior to the official close of the primary (or "regular") trading session on the Trading Market (or on such Eligible Market, as applicable) on the Purchase Date for such VWAP Purchase has occurred (as applicable), shall exclude from such calculation such last or closing sale of Ordinary Shares at or prior to the official close of such primary (or "regular") trading session that is reported in the consolidated system on such Purchase Date. All such calculations shall be appropriately adjusted for any share dividend, share split, share combination, recapitalization or other similar transaction.

"***VWAP Purchase Share Amount***" means, with respect to a VWAP Purchase made pursuant to Section 3.1, the total number of Shares to be subscribed for and purchased by the Investor in such VWAP Purchase as specified by the Company in the applicable VWAP Purchase Notice for such VWAP Purchase, which total number of Shares shall not exceed the VWAP Purchase Maximum Amount applicable to such VWAP Purchase, taking into account whether such VWAP Purchase is specified by the Company as a VWAP Purchase-Type A or a VWAP Purchase-Type B in the applicable VWAP Purchase Notice therefor (and such number of Shares specified by the Company in the applicable VWAP Purchase Notice for such VWAP Purchase

shall be subject to automatic adjustment in accordance with Section 3.1 hereof as necessary to give effect to the VWAP Purchase Maximum Amount limitation applicable to such VWAP Purchase, taking into account whether such VWAP Purchase is specified by the Company as a VWAP Purchase-Type A or a VWAP Purchase-Type B in the applicable VWAP Purchase Notice therefor, as set forth in this Agreement).

"***VWAP Purchase Share Volume Maximum***" means, (i) with respect to a VWAP Purchase-Type A made pursuant to Section 3.1, a number of Ordinary Shares equal to the quotient obtained by dividing (a) the VWAP Purchase Share Amount to be subscribed for and purchased by the Investor in such VWAP Purchase-Type A, by (b) 0.10, and (ii) with respect to a VWAP Purchase-Type B made pursuant to Section 3.1, a number of Ordinary Shares equal to the quotient obtained by dividing (a) the VWAP Purchase Share Amount to be subscribed for and purchased by the Investor in such VWAP Purchase-Type B, by (b) 0.20 (in each case to be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, share split, reverse share split or other similar transaction).

EXHIBIT A

FORM OF REGISTRATION RIGHTS AGREEMENT

EXHIBIT B

CLOSING CERTIFICATE

EXHIBIT C

COMPLIANCE CERTIFICATE

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT** (this "***Agreement***"), dated as of September 2, 2022, is by and between B. Riley Principal Capital II, LLC, a Delaware limited liability company (the "***Investor***"), and Tritium DCFC Limited, an Australian public company limited by shares (the "***Company***").

RECITALS

A. The Company and the Investor have entered into that certain Ordinary Shares Purchase Agreement, dated as of the date hereof (the "***Purchase Agreement***"), pursuant to which the Company may issue, from time to time, to the Investor up to $75,000,000 in aggregate gross purchase price of newly issued Ordinary Shares, as provided for therein.

B. Pursuant to the terms of, and in consideration for the Investor entering into, the Purchase Agreement, the Company shall cause to be issued to the Investor the Commitment Shares in accordance with the terms of the Purchase Agreement.

C. Pursuant to the terms of, and in consideration for the Investor entering into, the Purchase Agreement, and to induce the Investor to execute and deliver the Purchase Agreement, the Company has agreed to provide the Investor with certain registration rights with respect to the Registrable Securities (as defined herein) as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the Company and the Investor hereby agree as follows:

1. Definitions.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

(a) "***Agreement***" shall have the meaning assigned to such term in the preamble of this Agreement

(b) "***Allowable Grace Period***" shall have the meaning assigned to such term in Section 3(p).

(c) "***Blue Sky Filing***" shall have the meaning assigned to such term in Section 6(a).

(d) "***Business Day***" means any day other than Saturday, Sunday or any other day on which commercial banks in New York, New York are authorized or required by law to remain closed.

(e) "***Claims***" shall have the meaning assigned to such term in Section 6(a).

(f) "***Commission***" means the U.S. Securities and Exchange Commission or any successor entity.

(g) "***Company***" shall have the meaning assigned to such term in the preamble of this Agreement.

(h) "***Company Party***" shall have the meaning assigned to such term in Section 6(b).

(i) "***Corporations Act***" means the Australian *Corporations Act 2001* (Cth), as amended, and the rules and regulations promulgated thereunder.

(j) "***Effective Date***" means the date that the applicable Registration Statement has been declared effective by the Commission.

(k) "***Effectiveness Deadline***" means (i) with respect to the Initial Registration Statement required to be filed to pursuant to Section 2(a), the earlier of (A) the ninetieth (90th) calendar day immediately after the Filing Deadline with respect to the Initial Registration Statement, if the Initial Registration Statement is subject to review by the Commission, and (B) if the Company is notified (orally or in writing) by the Commission that the Initial Registration Statement will not be reviewed by the Commission, the tenth (10th) calendar day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Initial Registration Statement will not be reviewed by the Commission, and (ii) with respect to any New Registration Statements that may be required to be filed by the Company pursuant to this Agreement, the earlier of (A) the ninetieth (90th) calendar day immediately after the Filing Deadline with respect to such New Registration Statement, if such New Registration Statement is subject to review by the Commission, and (B) if the Company is notified (orally or in writing) by the Commission that such New Registration Statement will not be reviewed by the Commission, the tenth (10th) calendar day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that such New Registration Statement will not be reviewed by the Commission.

(l) "***Entity***" means any corporation (including any nonprofit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company, or joint stock company), firm, society, or other enterprise, association, organization, or entity.

(m) "***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder.

(n) "***Filing Deadline***" means (i) with respect to the Initial Registration Statement required to be filed to pursuant to Section 2(a), the forty-fifth (45th) Business Day after the date of the filing of the Form 20-F containing the Company's financials for the fiscal year ended June 30, 2022 and (ii) with respect to any New Registration Statements that may be required to be filed by the Company pursuant to this Agreement, the fifteenth (15th) Business Day following the sale of substantially all of the Registrable Securities included in the Initial Registration Statement or the most recent prior New Registration Statement, as applicable, or such other date as permitted by the Commission.

(o) "***FINRA Filing***" shall have the meaning assigned to such term in the Purchase Agreement.

(p) "***Governmental Authority***" means any United States or non-United States: (i) nation, state, commonwealth, province, territory, region, county, city, municipality, district, or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; or (iii) governmental, quasi-governmental, public or statutory authority of any nature (including any governmental division, department, agency, regulatory or administrative authority, commission, instrumentality, official, organization, unit, body, or Entity and any court, judicial or arbitral body, or other tribunal).

(q) "***Indemnified Damages***" shall have the meaning assigned to such term in Section 6(a).

(r) "***Initial Registration Statement***" shall have the meaning assigned to such term in Section 2(a).

(s) "***Investor***" shall have the meaning assigned to such term in the preamble of this Agreement.

(t) "***Investor Party***" and "Investor Parties" shall have the meaning assigned to such terms in Section 6(a).

(u) "***judgement currency***" shall have the meaning assigned to such term in Section 11(k).

(v) "***Legal Counsel***" shall have the meaning assigned to such term in Section 2(b).

(w) "***New Registration Statement***" shall have the meaning assigned to such term in Section 2(c).

(x) "***Ordinary Shares***" means the fully paid ordinary shares in the capital of the Company.

(y) "***Person***" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including, without limitation, a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association, or to the extent not already covered, an Entity, or government, political subdivision, agency or instrumentality of a government, or to the extent not already covered, a Governmental Authority.

(z) "***Prospectus***" means the prospectus in the form included in the Registration Statement at the applicable Effective Date of the Registration Statement, as supplemented from time to time by any Prospectus Supplement, including the documents incorporated by reference therein.

(aa) "***Prospectus Supplement***" means any prospectus supplement to the Prospectus filed with the Commission from time to time pursuant to Rule 424(b) under the Securities Act, including the documents incorporated by reference therein.

(bb) "***Purchase Agreement***" shall have the meaning assigned to such term in the recitals to this Agreement.

(cc) "***register***," "***registered***," and "***registration***" refer to a registration effected by preparing and filing one or more Registration Statements in compliance with the Securities Act and pursuant to Rule 415 and the declaration of effectiveness of such Registration Statement(s) by the Commission.

(dd) "***Registrable Securities***" " means all of (i) the Shares, (ii) the Commitment Shares, and (iii) any equity securities of the Company issued or issuable with respect to such Shares or Commitment Shares, including, without limitation, (1) as a result of any share split, share dividend, recapitalization, exchange or similar event or otherwise and (2) share capital of the Company into which the Ordinary Shares are converted or exchanged and shares of capital stock of a successor entity into which the Ordinary Shares are converted or exchanged, in each case until such time as such securities cease to be Registrable Securities pursuant to Section 2(f).

(ee) "***Registration Statement***" means a registration statement or registration statements of the Company filed under the Securities Act covering the resale by the Investor of Registrable Securities, as such registration statement or registration statements may be amended and supplemented from time to time, including all documents filed as part thereof or incorporated by reference therein.

(ff) "***Registration Period***" shall have the meaning assigned to such term in Section 3(a).

(gg) "***Rule 144***" means Rule 144 promulgated by the Commission under the Securities Act, as such rule may be amended from time to time, or any other similar or successor rule or regulation of the Commission that may at any time permit the Investor to sell securities of the Company to the public without registration.

(hh) "***Rule 415***" means Rule 415 promulgated by the Commission under the Securities Act, as such rule may be amended from time to time, or any other similar or successor rule or regulation of the Commission providing for offering securities on a delayed or continuous basis.

(ii) "***Securities Act***" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder.

(jj) "***Staff***" shall have the meaning assigned to such term in Section 2(e).

(kk) "***Violations***" shall have the meaning assigned to such term in Section 6(a).

2. Registration.

(a) Mandatory Registration. The Company shall prepare and, as soon as practicable, but in no event later than the Filing Deadline, file with the Commission the Initial Registration

Statement on Form F-1 (or any successor form) covering the resale by the Investor of (i) all of the Commitment Shares and (ii) the maximum number of additional Registrable Securities as shall be permitted to be included thereon in accordance with applicable Commission rules, regulations and interpretations so as to permit the resale of such Registrable Securities by the Investor under Rule 415 under the Securities Act at then prevailing market prices (and not fixed prices) (the "***Initial Registration Statement***"). The Initial Registration Statement shall contain the "Selling Shareholder" and "Plan of Distribution" sections in substantially the form attached hereto as Exhibit A. The Company shall use its commercially reasonable efforts to have the Initial Registration Statement declared effective by the Commission as soon as reasonably practicable, but in no event later than the applicable Effectiveness Deadline.

(b) Legal Counsel. Subject to Section 5 hereof, the Investor shall have the right to select one legal counsel to review, solely on the Investor's behalf, any registration pursuant to this Section 2 ("***Legal Counsel***"), which shall be Dorsey & Whitney LLP, or such other counsel as thereafter designated by the Investor. Except as provided under Section 10.1(i) of the Purchase Agreement, the Company shall have no obligation to reimburse the Investor for any and all legal fees and expenses of the Legal Counsel incurred in connection with the transactions contemplated hereby.

(c) Sufficient Number of Shares Registered. If at any time all Registrable Securities are not covered by the Initial Registration Statement filed pursuant to Section 2(a) as a result of Section 2(e) or otherwise, the Company shall use its commercially reasonable efforts to file with the Commission one or more additional Registration Statements so as to cover all of the Registrable Securities not covered by the Initial Registration Statement, in each case, as soon as practicable (taking into account any position of the staff of the Commission ("***Staff***") with respect to the date on which the Staff will permit such additional Registration Statement(s) to be filed with the Commission and the rules and regulations of the Commission) (each such additional Registration Statement, a "***New Registration Statement***"), but in no event later than the applicable Filing Deadline for such New Registration Statement(s). The Company shall use its commercially reasonable efforts to cause each such New Registration Statement to become effective as soon as reasonably practicable following the filing thereof with the Commission, but in no event later than the applicable Effectiveness Deadline for such New Registration Statement.

(d) No Inclusion of Other Securities. In no event shall the Company include any securities other than Registrable Securities on any Registration Statement pursuant to Section 2(a) or Section 2(c). Notwithstanding the forgoing, the Company shall be permitted in such Registration Statement to register for resale by Persons other than the Investor or any Affiliate of the Investor the warrants and/or any underlying Ordinary Shares issuable upon exercise of such warrants that were issued or are issuable by the Company pursuant to the Subscription and Registration Rights Agreement, dated September 2, 2022, by and among the Company and the parties listed under Holder on the signature pages thereto, and the Warrant Agreement, dated as of September 2, 2022, by and among the Company, Computershare Inc., a Delaware corporation, and its affiliate, Computershare Trust Company, N.A., a federally chartered trust company.

(e) Offering. If the Staff or the Commission seeks to characterize any offering pursuant to a Registration Statement filed pursuant to this Agreement as constituting an offering of securities that does not permit such Registration Statement to become effective and be used for resales by the Investor on a delayed or continuous basis under Rule 415 at then-prevailing market prices (and not fixed prices), or if after the filing of any Registration Statement pursuant to Section 2(a) or Section 2(c), the Company is otherwise required by the Staff or the Commission to reduce the number of Registrable Securities included in such Registration Statement, then the Company shall reduce the number of Registrable Securities to be included in such Registration Statement (after consultation with the Investor and Legal Counsel as to the specific Registrable Securities to be removed therefrom) until such time as the Staff and the Commission shall so permit such Registration Statement to become effective and be used as aforesaid. Notwithstanding anything in this Agreement to the contrary, if after giving effect to the actions referred to in the immediately preceding sentence, the Staff or the Commission does not permit such Registration Statement to become effective and be used for resales by the Investor on a delayed or continuous basis under Rule 415 at then-prevailing market prices (and not fixed prices), the Company shall not request acceleration of the Effective Date of such Registration Statement, the Company shall promptly (but in no event later than 48 hours) request the withdrawal of such Registration Statement pursuant to Rule 477 under the Securities Act, and the Effectiveness Deadline shall automatically be deemed to have elapsed with respect to such Registration Statement at such time as the Staff or the Commission has made a final and non-appealable determination that the Commission will not permit such Registration Statement to be so utilized (unless prior to such time the Company has received assurances from the Staff or the Commission that a New Registration Statement filed by the Company with the Commission promptly thereafter may be so utilized). In the event of any reduction in Registrable Securities pursuant to this paragraph, the Company shall use its commercially reasonable efforts to file one or more New Registration Statements with the Commission in accordance with Section 2(c) until such time as all Registrable Securities have been included in Registration Statements that have been declared effective and the Prospectuses contained therein are available for use by the Investor.

(f) Any Registrable Security shall cease to be a "Registrable Security" at the earliest of the following: (i) when a Registration Statement covering such Registrable Security becomes or has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective Registration Statement; and (ii) the date that is the later of (A) the first (1st) anniversary of the effective date of termination of the Purchase Agreement in accordance with Article VIII of the Purchase Agreement and (B) the first (1st) anniversary of the date of the last sale of any Registrable Securities by the Company to the Investor pursuant to the Purchase Agreement.

(g) Statutory Underwriter Status. The Investor acknowledges that it will be disclosed as an "underwriter" and a "selling shareholder" in each Registration Statement and in any Prospectus contained therein to the extent required by applicable law and to the extent the Prospectus is related to the resale of Registrable Securities by the Investor.

3. Related Obligations.

The Company shall use its commercially reasonable efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof, and, pursuant thereto, during the term of this Agreement, the Company shall have the following obligations:

(a) The Company shall promptly prepare and file with the Commission the Initial Registration Statement pursuant to Section 2(a) hereof and one or more New Registration Statements pursuant to Section 2(c) hereof with respect to the Registrable Securities, but in no event later than the applicable Filing Deadline therefor, and the Company shall use its commercially reasonable efforts to cause each such Registration Statement to become effective as soon as practicable after such filing, but in no event later than the applicable Effectiveness Deadline therefor. Subject to Allowable Grace Periods, the Company shall keep each Registration Statement effective (and the Prospectus contained therein available for use) pursuant to Rule 415 for resales by the Investor on a continuous basis at then-prevailing market prices (and not fixed prices) at all times until the earlier of (i) the date on which the Investor shall have sold all of the Registrable Securities covered by such Registration Statement and (ii) the date of termination of the Purchase Agreement if as of such termination date the Investor holds no Registrable Securities (or, if applicable, the date on which such securities cease to be Registrable Securities after the date of termination of the Purchase Agreement) (the "***Registration Period***"). Notwithstanding anything to the contrary contained in this Agreement (but subject to the provisions of Section 3(p) hereof), the Company shall ensure that, when filed and at all times while effective, each Registration Statement (including, without limitation, all amendments and supplements thereto) and the Prospectus (including, without limitation, all amendments and supplements thereto) used in connection with such Registration Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of Prospectuses, in the light of the circumstances in which they were made) not misleading. The Company shall submit to the Commission, as soon as reasonably practicable after the date that the Company learns that no review of a particular Registration Statement will be made by the Staff or that the Staff has no further comments on a particular Registration Statement (as the case may be), a request for acceleration of effectiveness of such Registration Statement to a time and date as soon as reasonably practicable in accordance with Rule 461 under the Securities Act.

(b) Subject to Section 3(p) of this Agreement, the Company shall use its commercially reasonable efforts to prepare and file with the Commission such amendments (including, without limitation, post-effective amendments) and supplements to each Registration Statement and the Prospectus used in connection with each such Registration Statement, which Prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep each such Registration Statement effective (and the Prospectus contained therein current and available for use) at all times during the Registration Period for such Registration Statement, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company required to be covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the Investor. Without limiting the generality of the foregoing, the Company covenants and agrees that (i) at or before 8:30 a.m. (New York City time) on the Trading Day immediately following the Effective Date of the Initial Registration Statement and any New Registration Statement (or any post-effective amendment thereto), the Company shall file with the Commission in accordance with Rule 424(b) under the Securities Act the final Prospectus to be used in connection with sales pursuant to such Registration Statement (or post-effective amendment thereto), and (ii) if the transactions contemplated by any one or more VWAP Purchases and/or any one or more Intraday VWAP Purchases are material to the Company (individually or collectively), the material terms of which have not previously been described in

the Prospectus or any Prospectus Supplement filed with the Commission under Rule 424(b) under the Securities Act (or in any periodic report, statement, schedule or other document filed by the Company with the Commission under the Exchange Act and incorporated by reference in the Registration Statement and the Prospectus), or if otherwise required under the Securities Act (or the public written interpretive guidance of the Staff of the Commission relating thereto), in each case as reasonably and mutually determined by the Company and the Investor, then, no later than (i) 9:00 a.m., New York City time, on the Purchase Date for such VWAP Purchase(s) and (ii) as soon as reasonably practicable on the Purchase Date for such Intraday VWAP Purchase(s), the Company shall file with the Commission a Prospectus Supplement pursuant to Rule 424(b) under the Securities Act with respect to such VWAP Purchase(s) and such Intraday VWAP Purchase(s) (as applicable) requiring such filing, disclosing the total number of Shares that are to be issued and sold to the Investor pursuant to such VWAP Purchase(s) and Intraday VWAP Purchase(s) (as applicable), the total purchase price for the Shares subject thereto, the applicable purchases price(s) for such Shares and the estimated net proceeds that to be received by the Company from the sale of such Shares. To the extent not previously disclosed in the Prospectus or a Prospectus Supplement, the Company shall disclose in its quarterly financial reporting on a Report of Foreign Private Issuer on Form 6-K and in its Annual Reports on Form 20-F filed by the Company with the Commission under the Exchange Act the information described in the immediately preceding sentence relating to all VWAP Purchase(s) and all Intraday VWAP Purchase(s) (as applicable) effected and settled during the relevant fiscal quarter and shall file such Reports of Foreign Private Issuer on Form 6-K and Annual Reports on Form 20-F with the Commission within the applicable time period prescribed for such report under the Exchange Act. In the case of amendments and supplements to any Registration Statement on Form F-1 or Prospectus related thereto which are required to be filed pursuant to this Agreement (including, without limitation, pursuant to this Section 3(b)) by reason of the Company filing a Report of Foreign Private Issuer on Form 6-K or Annual Report on Form 20-F or any analogous report under the Exchange Act, the Company shall have incorporated such report by reference into such Registration Statement and Prospectus, if applicable, or shall promptly file such amendments or supplements to the Registration Statement or Prospectus with the Commission, for the purpose of including or incorporating such report into such Registration Statement and Prospectus. The Company consents to the use of the Prospectus (including, without limitation, any supplement thereto) included in each Registration Statement in accordance with the provisions of the Securities Act and with the securities or "Blue Sky" laws of the jurisdictions in which the Registrable Securities may be sold by the Investor, in connection with the resale of the Registrable Securities and for such period of time thereafter as such Prospectus (including, without limitation, any supplement thereto) (or in lieu thereof, the notice referred to in Rule 173(a) under the Securities Act) is required by the Securities Act to be delivered in connection with resales of Registrable Securities.

(c) The Company shall (A) permit the Investor and Legal Counsel an opportunity to review and comment upon (i) each Registration Statement at least two (2) Business Days prior to its filing with the Commission and (ii) all amendments and supplements to each Registration Statement (including, without limitation, the Prospectus contained therein) (except for Reports of Foreign Private Issuer on Form 6-K and Annual Reports on Form 20-F, and any similar or successor reports or Prospectus Supplements the contents of which is limited to that set forth in such reports) within a reasonable number of days prior to their filing with the Commission, and (B) shall reasonably consider any comments of the Investor and Legal Counsel on any such Registration Statement or amendment or supplement thereto or to any Prospectus contained

therein. The Company shall promptly furnish to Legal Counsel, without charge, (i) electronic copies of any correspondence from the Commission or the Staff to the Company or its representatives relating to each Registration Statement (which correspondence shall be redacted to exclude any material, non-public information regarding the Company or any of its Subsidiaries), (ii) after the same is prepared and filed with the Commission, one (1) electronic copy of each Registration Statement and any amendment(s) and supplement(s) thereto, including, without limitation, financial statements and schedules, all documents incorporated therein by reference, if requested by the Investor, and all exhibits and (iii) upon the effectiveness of each Registration Statement, one (1) electronic copy of the Prospectus included in such Registration Statement and all amendments and supplements thereto; provided, however, the Company shall not be required to furnish any document (other than the Prospectus, which may be provided in .PDF format) to Legal Counsel to the extent such document is available on EDGAR.

(d) Without limiting any obligation of the Company under the Purchase Agreement, the Company shall promptly furnish to the Investor, without charge, (i) after the same is prepared and filed with the Commission, at least one (1) electronic copy of each Registration Statement and any amendment(s) and supplement(s) thereto, including, without limitation, financial statements and schedules, all documents incorporated therein by reference, if requested by the Investor, all exhibits thereto, (ii) upon the effectiveness of each Registration Statement, one (1) electronic copy of the Prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as the Investor may reasonably request from time to time) and (iii) such other documents, including, without limitation, copies of any final Prospectus and any Prospectus Supplement thereto, as the Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by the Investor; provided, however, the Company shall not be required to furnish any document (other than the Prospectus, which may be provided in .PDF format) to the Investor to the extent such document is available on EDGAR.

(e) The Company shall take such action as is reasonably necessary to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by the Investor of the Registrable Securities covered by a Registration Statement under such other securities or "Blue Sky" laws of all applicable jurisdictions in the United States, (ii) prepare and file in those jurisdictions, such amendments (including, without limitation, post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be reasonably necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(e), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify Legal Counsel and the Investor of the receipt by the Company of any written notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "Blue Sky" laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

(f) The Company shall notify Legal Counsel and the Investor in writing of the happening of any event, as promptly as reasonably practicable after becoming aware of such event, as a result of which the Prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided that in no event shall such notice contain any material, non-public information regarding the Company or any of its Subsidiaries), and, subject to Section 3(p), promptly prepare a supplement or amendment to such Registration Statement and such Prospectus contained therein to correct such untrue statement or omission and deliver one (1) electronic copy of such supplement or amendment to Legal Counsel and the Investor (or such other number of copies as Legal Counsel or the Investor may reasonably request). The Company shall also promptly notify Legal Counsel and the Investor in writing (i) when a Prospectus or any Prospectus Supplement or post-effective amendment has been filed, when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to Legal Counsel and the Investor by facsimile or e-mail on the same day of such effectiveness), and when the Company receives written notice from the Commission that a Registration Statement or any post-effective amendment will be reviewed by the Commission, (ii) of any request by the Commission for amendments or supplements to a Registration Statement or related Prospectus or related information, (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate and (iv) of the receipt of any request by the Commission or any other federal or state governmental authority for any additional information relating to the Registration Statement or any amendment or supplement thereto or any related Prospectus. The Company shall also advise the Investor promptly (but in no event later than 24 hours) and shall confirm such advice in writing of the Company becoming aware of the happening of any event, which makes any statement made in the FINRA Filing untrue or which requires the making of any additions to or changes to the statements then made in the FINRA Filing in order to comply with FINRA Rules 5110 and 5121. The Company shall respond as promptly as reasonably practicable to any comments received from the Commission with respect to a Registration Statement or any amendment thereto. Nothing in this Section 3(f) shall limit any obligation of the Company under the Purchase Agreement.

(g) The Company shall (i) use its commercially reasonable efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement or the use of any Prospectus contained therein, or the suspension of the qualification, or the loss of an exemption from qualification, of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible time and (ii) notify Legal Counsel and the Investor of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding.

(h) The Company shall hold in confidence and not make any disclosure of information concerning the Investor provided to the Company unless (i) disclosure of such information is necessary to comply with U.S. federal or state or Australian laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement or is otherwise required to be disclosed in such Registration Statement pursuant to the Securities Act, (iii) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a Governmental Authority of competent jurisdiction, or (iv) such

information has been made generally available to the public other than by disclosure in violation of this Agreement or any other Transaction Document. The Company agrees that it shall, upon learning that disclosure of such information concerning the Investor is sought in or by a Governmental Authority of competent jurisdiction or through other means, give prompt written notice to the Investor and allow the Investor, at the Investor's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(i) Without limiting any obligation of the Company under the Purchase Agreement, the Company shall use its commercially reasonable efforts either to (i) cause all of the Registrable Securities covered by each Registration Statement to be listed on the Trading Market, or (ii) secure designation and quotation of all of the Registrable Securities covered by each Registration Statement on another Eligible Market. The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3(i).

(j) The Company shall cooperate with the Investor and, to the extent applicable, facilitate the timely preparation and delivery of Registrable Securities, as DWAC Shares, to be offered pursuant to a Registration Statement and enable such DWAC Shares to be in such denominations or amounts (as the case may be) as the Investor may reasonably request from time to time and registered in such names as the Investor may request. Investor hereby agrees that it shall cooperate with the Company, its counsel and its transfer agent in connection with any issuances of DWAC Shares, and hereby represents, warrants and covenants to the Company that that it will resell such DWAC Shares only pursuant to the Registration Statement in which such DWAC Shares are included, in a manner described under the caption "Plan of Distribution" in such Registration Statement, and in a manner in compliance with all applicable Australian laws, U.S. federal and state securities laws, rules and regulations, including, without limitation, any applicable prospectus delivery requirements of the Securities Act. DWAC Shares shall be issued in electronic form, shall be freely tradable and transferable and without restriction on resale and without stop transfer instructions maintained against the transfer thereof, and may be credited by the Company's transfer agent to the Investor's (or its designee's) specified DWAC account with DTC under its Fast Automated Securities Transfer (FAST) Program, or any similar program hereafter adopted by DTC performing substantially the same function, as directed in writing by the Investor.

(k) Upon the written request of the Investor, the Company shall as soon as reasonably practicable after receipt of notice from the Investor and subject to Section 3(p) hereof, (i) incorporate in a Prospectus Supplement or post-effective amendment such information as the Investor reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) make all required filings of such Prospectus Supplement or post-effective amendment after being notified of the matters to be incorporated in such Prospectus Supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement or Prospectus contained therein if reasonably requested by the Investor.

(l) The Company shall use its commercially reasonable efforts to cause the Registrable Securities covered by a Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Securities. The Company is not required to lodge a prospectus in Australia under the laws of Australia, including, without limitation, Australian securities laws and the Corporations Act, with respect to the offer and sale of the Registrable Securities by the Company to the Investor pursuant to, in accordance with and subject to the terms and conditions of the Purchase Agreement, or with respect to the performance by the Company of its obligations under the Purchase Agreement and this Agreement or to enable the resale of such Registrable Securities. The Company has not engaged, and shall not engage, in any form of solicitation, advertising or any other action constituting an offer or sale under Australian securities laws in connection with the transactions contemplated by the Purchase Agreement and this Agreement which would require the Company to publish a prospectus in Australia under applicable Australian securities laws.

(m) The Company shall make generally available to its security holders (which may be satisfied by making such information available on EDGAR) as soon as practical, but not later than ninety (90) days after the close of the period covered thereby, an earnings statement (in form complying with, and in the manner provided by, the provisions of Rule 158 under the Securities Act) covering a twelve-month period beginning not later than the first day of the Company's fiscal quarter next following the applicable Effective Date of each Registration Statement.

(n) The Company shall otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission in connection with any registration hereunder.

(o) Within one (1) Business Day after each Registration Statement which covers Registrable Securities is declared effective by the Commission, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Investor) confirmation that such Registration Statement has been declared effective by the Commission in a form reasonably satisfactory to the transfer agent, legal counsel for the Company and legal counsel for the Investor.

(p) Notwithstanding anything to the contrary contained herein (but subject to the last sentence of this Section 3(p)), prior to the Effective Date of a particular Registration Statement, the Company may, upon written notice to the Investor, delay the initial effectiveness of any Registration Statement, or, at any time after the Effective Date of a particular Registration Statement, the Company may, upon written notice to Investor, suspend Investor's use of any prospectus that is a part of any Registration Statement (in which event the Investor shall discontinue sales of the Registrable Securities pursuant to such Registration Statement contemplated by this Agreement, but shall settle any previously made sales of Registrable Securities) if the Company (x) is pursuing an acquisition, merger, tender offer, reorganization, disposition or other similar transaction and the Company determines in good faith that (A) the Company's ability to pursue or consummate such a transaction would be materially adversely affected by any required disclosure of such transaction in such Registration Statement or other registration statement or (B) such transaction renders the Company unable to comply with Commission requirements, in each case under circumstances that would make it impractical or inadvisable to cause any Registration Statement (or such filings) to be used by Investor or to promptly amend or supplement any Registration Statement contemplated by this Agreement on a post effective basis, as applicable, or (y) has experienced some other material non-public event the

disclosure of which at such time, in the good faith judgment of the Company, would materially adversely affect the Company (each, an "***Allowable Grace Period***"); *provided, however*, that in no event shall the Investor be suspended from selling Registrable Securities pursuant to any Registration Statement for a period that exceeds twenty (20) consecutive Trading Days or an aggregate of sixty (60) Trading Days in any 365-day period; and *provided, further*, the Company shall not effect any such suspension during (A) the first ten (10) consecutive Trading Days after the Effective Date of the particular Registration Statement or (B) the five-Trading Day period commencing on the Trading Day immediately preceding the Purchase Date for each VWAP Purchase and for each Intraday VWAP Purchase (as applicable). Upon disclosure of such information or the termination of the condition described above, the Company shall provide prompt notice, but in any event within one Business Day of such disclosure or termination, to the Investor and shall promptly terminate any suspension of sales it has put into effect and shall take such other reasonable actions to permit registered sales of Registrable Securities as contemplated in this Agreement (including as set forth in the first sentence of Section 3(f) with respect to the information giving rise thereto unless such material, non-public information is no longer applicable). Notwithstanding anything to the contrary contained in this Section 3(p), the Company shall cause its transfer agent to deliver DWAC Shares to a transferee of the Investor in accordance with the terms of the Purchase Agreement in connection with any sale of Registrable Securities with respect to which (i) the Company has made a sale to Investor and (ii) the Investor has entered into a contract for sale, and delivered a copy of the Prospectus included as part of the particular Registration Statement to the extent applicable, in each case prior to the Investor's receipt of the notice of an Allowable Grace Period and for which the Investor has not yet settled.

4. Obligations of the Investor.

(a) At least five (5) Business Days prior to the first anticipated filing date of each Registration Statement (or such shorter period to which the parties agree), the Company shall notify the Investor in writing of the information the Company requires from the Investor with respect to such Registration Statement, and the Investor shall (i) promptly furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of such Registrable Securities, as shall be reasonably required to effect and maintain the effectiveness of the registration of such Registrable Securities and (ii) promptly execute such documents in connection with such registration as the Company may reasonably request.

(b) The Investor agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of each Registration Statement hereunder.

(c) The Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(p) or the first sentence of 3(f), the Investor shall immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until the Investor's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 3(p) or the first sentence of Section 3(f) or receipt of notice that no supplement or amendment is required. Notwithstanding anything to the contrary in this Section 4(c), the Company shall cause its transfer agent to deliver DWAC Shares to a transferee of the Investor in accordance with the terms of the Purchase Agreement in connection with any sale of Registrable Securities with respect to which the Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in Section 3(p) or the first sentence of Section 3(f) and for which the Investor has not yet settled.

(d) The Investor covenants and agrees that it shall comply with the prospectus delivery and other requirements of the Securities Act as applicable to it in connection with sales of Registrable Securities pursuant to a Registration Statement.

5. Expenses of Registration.

All expenses of the Company incurred in connection with registrations, filings or qualifications pursuant to Sections 2 and 3 of this Agreement, including, without limitation, all registration, listing and qualification fees, printers and accounting fees, and fees and disbursements of counsel for the Company, shall be paid by the Company. Except as provided under Section 10.1(i) of the Purchase Agreement, the Company shall have no obligation to reimburse the Investor for any expenses of the Investor incurred in connection with such registrations, filings or qualifications pursuant to this Agreement, including sales and brokerage commissions incurred by the Investor in connection with sales of Registrable Securities pursuant to a Registration Statement.

6. Indemnification.

(a) In the event any Registrable Securities are included in any Registration Statement under this Agreement, to the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend the Investor, each of its directors, officers, shareholders, members, partners, employees, agents, advisors, representatives (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding the lack of such title or any other title) and each Person, if any, who controls the Investor within the meaning of the Securities Act or the Exchange Act and each of the directors, officers, shareholders, members, partners, employees, agents, advisors, representatives (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding the lack of such title or any other title) of such controlling Persons (each, an "***Investor Party***" and collectively, the "***Investor Parties***"), against any losses, obligations, claims, damages, liabilities, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, court costs, reasonable attorneys' fees, costs of defense and investigation), amounts paid in settlement or expenses, joint or several, (collectively, "***Claims***") reasonably incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the Commission, whether pending or threatened, whether or not an Investor Party is or may be a party thereto ("***Indemnified Damages***"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "Blue Sky" laws of any jurisdiction in which Registrable Securities are offered ("***Blue Sky Filing***"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in any Prospectus (as amended or supplemented) or in any Prospectus Supplement or the omission or alleged omission to state therein any material fact necessary to make the statements made

therein, in the light of the circumstances under which the statements therein were made, not misleading (the matters in the foregoing clauses (i) and (ii) being, collectively, "***Violations***"). Subject to Section 6(c), the Company shall reimburse the Investor Parties, promptly as such expenses are incurred and are due and payable, for any legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (i) shall not apply to a Claim by an Investor Party arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Investor Party for such Investor Party expressly for use in connection with the preparation of such Registration Statement, Prospectus or Prospectus Supplement or any such amendment thereof or supplement thereto (it being hereby acknowledged and agreed that the written information set forth on Exhibit B attached hereto is the only written information furnished to the Company by or on behalf of the Investor expressly for use in any Registration Statement, Prospectus or Prospectus Supplement); (ii) shall not be available to the Investor to the extent such Claim is based on a failure of the Investor to deliver or to cause to be delivered the Prospectus (as amended or supplemented) made available by the Company (to the extent applicable), including, without limitation, a corrected Prospectus, if such Prospectus (as amended or supplemented) or corrected Prospectus was timely made available by the Company pursuant to Section 3(d) and then only if, and to the extent that, following the receipt of the corrected Prospectus no grounds for such Claim would have existed; and (iii) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Investor Party and shall survive the transfer of any of the Registrable Securities by the Investor pursuant to Section 9.

(b) In connection with any Registration Statement in which the Investor is participating, the Investor agrees to severally and not jointly indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6(a), the Company, each of its directors, each of its officers who signs the Registration Statement and each Person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act (each, an "***Company Party***"), against any Claim or Indemnified Damages to which any of them may become subject, under the Securities Act, the Exchange Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case, to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information relating to the Investor furnished to the Company by the Investor expressly for use in connection with such Registration Statement, the Prospectus included therein or any Prospectus Supplement thereto (it being hereby acknowledged and agreed that the written information set forth on Exhibit B attached hereto is the only written information furnished to the Company by or on behalf of the Investor expressly for use in any Registration Statement, Prospectus or Prospectus Supplement); and, subject to Section 6(c) and the below provisos in this Section 6(b), the Investor shall reimburse a Company Party any legal or other expenses reasonably incurred by such Company Party in connection with investigating or defending any such Claim; provided, however, the indemnity agreement contained in this Section 6(b) and the agreement with respect to contribution contained in Section 7 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Investor, which consent shall not be unreasonably withheld or delayed; and provided, further that the Investor shall be liable under this Section 6(b) for only that amount of a Claim or Indemnified Damages as does not exceed

the net proceeds to the Investor as a result of the applicable sale of Registrable Securities pursuant to such Registration Statement, Prospectus or Prospectus Supplement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Company Party and shall survive the transfer of any of the Registrable Securities by the Investor pursuant to Section 9.

(c) Promptly after receipt by an Investor Party or Company Party (as the case may be) under this Section 6 of notice of the commencement of any action or proceeding (including, without limitation, any governmental action or proceeding) involving a Claim, such Investor Party or Company Party (as the case may be) shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Investor Party or the Company Party (as the case may be); provided, however, an Investor Party or Company Party (as the case may be) shall have the right to retain its own counsel with the fees and expenses of such counsel to be paid by the indemnifying party if: (i) the indemnifying party has agreed in writing to pay such fees and expenses; (ii) the indemnifying party shall have failed promptly to assume the defense of such Claim and to employ counsel reasonably satisfactory to such Investor Party or Company Party (as the case may be) in any such Claim; or (iii) the named parties to any such Claim (including, without limitation, any impleaded parties) include both such Investor Party or Company Party (as the case may be) and the indemnifying party, and such Investor Party or such Company Party (as the case may be) shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Investor Party or such Company Party and the indemnifying party (in which case, if such Investor Party or such Company Party (as the case may be) notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, then the indemnifying party shall not have the right to assume the defense thereof on behalf of the indemnified party and such counsel shall be at the expense of the indemnifying party, provided further that in the case of clause (iii) above the indemnifying party shall not be responsible for the reasonable fees and expenses of more than one (1) separate legal counsel for all Investor Parties or Company Parties (as the case may be). The Company Party or Investor Party (as the case may be) shall reasonably cooperate with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Company Party or Investor Party (as the case may be) which relates to such action or Claim. The indemnifying party shall keep the Company Party or Investor Party (as the case may be) reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent; provided, however, the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Company Party or Investor Party (as the case may be), consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Company Party or Investor Party (as the case may be) of a release from all liability in respect to such Claim or litigation, and such settlement shall not include any admission as to fault on the part of the Company Party. For the avoidance of doubt, the immediately preceding sentence shall apply to Sections 6(a) and 6(b) hereof. Following

indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Company Party or Investor Party (as the case may be) with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Investor Party or Company Party (as the case may be) under this Section 6, except to the extent that the indemnifying party is materially and adversely prejudiced in its ability to defend such action.

(d) No Person involved in the sale of Registrable Securities who is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) in connection with such sale shall be entitled to indemnification from any Person involved in such sale of Registrable Securities who is not guilty of fraudulent misrepresentation.

(e) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred; provided that any Person receiving any payment pursuant to this Section 6 shall promptly reimburse the Person making such payment for the amount of such payment to the extent a court of competent jurisdiction determines that such Person receiving such payment was not entitled to such payment.

(f) The indemnity and contribution agreements contained herein shall be in addition to (i) any cause of action or similar right of the Company Party or Investor Party against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. Contribution.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however: (i) no contribution shall be made under circumstances where the maker would not have been liable for indemnification under the fault standards set forth in Section 6 of this Agreement, (ii) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (iii) contribution by any seller of Registrable Securities shall be limited in amount to the amount of net proceeds received by such seller from the applicable sale of such Registrable Securities pursuant to such Registration Statement. Notwithstanding the provisions of this Section 7, the Investor shall not be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by the Investor from the applicable sale of the Registrable Securities subject to the Claim exceeds the amount of any damages that the Investor has otherwise been required to pay, or would otherwise be required to pay under Section 6(b), by reason of such untrue or alleged untrue statement or omission or alleged omission.

8. Reports Under the Exchange Act.

With a view to making available to the Investor the benefits of Rule 144, the Company agrees to:

(a) use its commercially reasonable efforts to make and keep public information available, as those terms are understood and defined in Rule 144;

(b) use its commercially reasonable efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act so long as the Company remains subject to such requirements (it being understood that nothing herein shall limit any of the Company's obligations under the Purchase Agreement) and the filing of such reports and other documents is required for the applicable provisions of Rule 144;

(c) furnish to the Investor so long as the Investor owns Registrable Securities, promptly upon request, (i) a written statement by the Company, if true, that it has complied with the reporting, submission and posting requirements of Rule 144 and the Exchange Act, (ii) a copy of the Company's most recent quarterly financial report filed with the Commission on a Report of Foreign Private Issuer on Form 6-K and a copy of the Company's most recent Annual Report on Form 20-F filed with the Commission under the Exchange Act, and such other reports and documents so filed by the Company with the Commission if such reports are not publicly available via EDGAR, and (iii) such other information as may be reasonably requested to permit the Investor to sell such securities pursuant to Rule 144 without registration; and

(d) take such additional action as is reasonably requested by the Investor to enable the Investor to sell the Registrable Securities pursuant to Rule 144, including, without limitation, delivering all such legal opinions, consents, certificates, resolutions and instructions to the Company's transfer agent as may be reasonably requested from time to time by the Investor and otherwise fully cooperate with Investor and Investor's broker to effect such sale of securities pursuant to Rule 144.

9. Assignment of Registration Rights.

Neither the Company nor the Investor shall assign this Agreement or any of their respective rights or obligations hereunder; provided, that any transaction, whether by merger, reorganization, restructuring, consolidation, financing or otherwise, whereby the Company remains the surviving entity immediately after such transaction shall not be deemed an assignment.

10. Amendment or Waiver.

No provision of this Agreement may be amended or waived by the parties from and after the date that is one (1) Trading Day immediately preceding the date on which the Initial Registration Statement is initially filed with the Commission. Subject to the immediately preceding sentence, no provision of this Agreement may be (i) amended other than by a written instrument signed by both parties hereto or (ii) waived other than in a written instrument signed by the party against whom enforcement of such waiver is sought. Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

11. Miscellaneous.

(a) Solely for purposes of this Agreement, a Person is deemed to be a holder of Registrable Securities whenever such Person owns or is deemed to own of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from such record owner of such Registrable Securities.

(b) Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement shall be given in accordance with Section 10.4 of the Purchase Agreement.

(c) Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof. The Company and the Investor acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that either party shall be entitled to an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement by the other party and to enforce specifically the terms and provisions hereof (without the necessity of showing economic loss and without any bond or other security being required), this being in addition to any other remedy to which either party may be entitled by law or equity.

(d) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed in accordance with the internal procedural and substantive laws of the State of New York, without giving effect to any choice of law statute, rule or regulation of such state that would cause the application of the laws of any other jurisdiction. Each party hereby irrevocably submits to the exclusive jurisdiction of the U.S. state and federal courts sitting in the City of New York, New York, for the adjudication of any dispute under this Agreement or in connection herewith, or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. To the extent that the Company has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, it hereby irrevocably waives such immunity in respect of its obligations under this Agreement, to the extent permitted by law. By the execution and delivery of this Agreement, the Company acknowledges that it has, by separate written instrument, irrevocably designated and appointed Cogency Global Inc. (together with any successor, the "***Agent for Service***") as its authorized agent upon which process may be served in any suit or proceeding arising out of or relating to this Agreement that may be instituted in any state or federal court sitting in the City of New York, or brought under federal or state securities laws, and acknowledges that the Agent for Service has accepted such designation. The Company further agrees to take any and all action, including the execution and filing of any and all such documents and instruments, as may be necessary to continue such designation and appointment of the Agent for Service in full force and effect so long as any Ordinary Shares shall remain to be issued by the Company pursuant to the Purchase Agreement or any Registrable Securities are held by the

Investor. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof (certified or registered mail, return receipt requested) to such party at the address in effect for notices to it in Section 10.4 of the Purchase Agreement (or, in the case of the Company, to the Agent for Service) and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH OF THE COMPANY AND THE INVESTOR HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR DISPUTES RELATING HERETO. EACH OF THE COMPANY AND THE INVESTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11(d).

(e) The Transaction Documents set forth the entire agreement and understanding of the parties solely with respect to the subject matter thereof and supersedes all prior and contemporaneous agreements, negotiations and understandings between the parties, both oral and written, solely with respect to such matters. There are no promises, undertakings, representations or warranties by either party relative to subject matter hereof not expressly set forth in the Transaction Documents. Notwithstanding anything in this Agreement to the contrary and without implication that the contrary would otherwise be true, nothing contained in this Agreement shall limit, modify or affect in any manner whatsoever (i) the conditions precedent to a VWAP Purchase and an Intraday VWAP Purchase contained in Article VII of the Purchase Agreement or (ii) any of the Company's obligations under the Purchase Agreement.

(f) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. This Agreement is not for the benefit of, nor may any provision hereof be enforced by, any Person, other than the parties hereto, their respective successors and the Persons referred to in Sections 6 and 7 hereof (and in such case, solely for the purposes set forth herein).

(g) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found. Any reference in this Agreement to "Dollars" or "$" shall mean the lawful currency of the United States of America.

(h) This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature or signature delivered by e-mail in a ".pdf" format data file, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com, www.echosign.adobe.com, etc., shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original signature.

(i) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(j) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

(k) The Company agrees to indemnify the Investor and all of its Affiliates, shareholders, officers, directors, employees and direct or indirect investors, against any loss incurred by the Investor as a result of any judgment or order being given or made for any amount due hereunder and such judgment or order being expressed and paid in a currency (the "***judgment currency***") other than U.S. dollars and as a result of any variation as between (i) the rate of exchange at which the U.S. dollar amount is converted into the judgment currency for the purpose of such judgment or order, and (ii) the rate of exchange at which such indemnified person is able to purchase U.S. dollars with the amount of the judgment currency actually received by the indemnified person. The foregoing indemnity shall constitute a separate and independent obligation of the Company and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

[S*ignature Pages Follow*]

IN WITNESS WHEREOF, Investor and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

THE COMPANY:

Executed by TRITIUM DCFC LIMITED in accordance with Section 127(1) of the Corporations Act (Cth)

By: /s/ Jane Hunter
Name: Jane Hunter
Title: Chief Executive Officer and Director

By: /s/ Michael R. Collins
Name: Michael R. Collins
Title: General Counsel and Company Secretary

IN WITNESS WHEREOF, Investor and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

THE INVESTOR:

B. RILEY PRINCIPAL CAPITAL II, LLC

By: /s/ Patrice McNicoll
Name: Patrice McNicoll
Title: Authorized Signatory

EXHIBIT A

SELLING SHAREHOLDER

PLAN OF DISTRIBUTION

Exhibit 10.3

SENIOR LOAN NOTE SUBSCRIPTION AGREEMENT

2 September 2022

TRITIUM PTY LTD (ACN 095 500 280)

with

CBA CORPORATE SERVICES (NSW) PTY LIMITED (ACN 072 765 434)
acting as Security Trustee

CONTENTS

AGREEMENT dated 2 September 2022 and made between:

(1) TRITIUM HOLDINGS PTY LTD (ACN 145 324 910) ("**Holdco**");

(2) TRITIUM PTY LTD (ACN 095 500 280) (the "**Borrower**");

(3) The PERSONS listed in Part II of Schedule 1 (*The Original Parties*) as original guarantors (the "**Original Guarantors**");

(4) The PERSONS listed in Part III of Schedule 1 (*The Original Parties*) as original Facility A lenders (the "**Original Facility A Lenders**"); and

(5) CBA CORPORATE SERVICES (NSW) PTY LIMITED (ACN 072 765 434) as security trustee for the Beneficiaries (the "**Security Trustee**").

IT IS AGREED as follows:

SECTION 1
INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Acceptable Bank**" means:

(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of BBB+ or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Baa1or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognised credit rating agency; or

(b) any other bank or financial institution approved in writing by the Majority Lenders (in their absolute discretion).

"**Accession Deed**" has the meaning given to the term "Accession Deed (Obligor)" in the Security Trust Deed and, where applicable, an "Obligor Accession Deed" (however described) in an Intercreditor Deed respectively.

"**Accession Letter**" means a document substantially in the form set out in Schedule 5 (*Form of Accession Letter*).

"**Accordion Facility**" has the meaning given to that term in Clause 2.3 (*Accordion Facility*).

"**Accordion Facility Commitment**" means:

(a) in relation to an Original Accordion Facility Lender and the Accordion Facility, the amount specified as its commitment in relation to the Accordion Facility in the relevant Accordion Facility Letter, and the amount of any other Accordion Facility Commitment transferred to it under this Agreement;

(b) in relation to any other Lender and the Accordion Facility, the aggregate of the amount of any Accordion Facility Commitment transferred to it under this Agreement,

in each case, to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Accordion Facility Effective Date**" has the meaning given to that term in Clause 2.3 (*Accordion Facility*).

"**Accordion Facility Lender**" means any person who is or has become a Party as an Accordion Facility Lender in respect of an Accordion Facility Loan in accordance with Clause 2.3 (*Accordion Facility*).

"**Accordion Facility Letter**" means a document substantially in the form set out in Schedule 10 (*Form of Accordion Facility Letter*).

"**Accordion Facility Loan**" means the loan made or to be made under the Accordion Facility or the principal amount outstanding for the time being of that loan.

"**Additional Guarantor**" means a company which becomes an "Additional Guarantor" in accordance with Clause 24 (*Changes to the Obligors*).

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**AML/CTF Laws**" means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and any other anti-money laundering, anti-drug trafficking, anti-bribery or any other corrupt activity or counter-terrorism financing laws or regulations including, without limitation, any laws or regulations imposing "know your customer" or other identification checks or procedures, that apply to a Finance Party, in any jurisdiction (including, without limitation, the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act 2010, the Currency and Foreign Transaction Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA Patriot Act, in connection with the Finance Documents.

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

"**Australian Obligor**" means an Obligor incorporated in Australia.

"**Australian Withholding Tax**" means any Tax required to be withheld or deducted from any interest or other payment under Division 11A of Part III of the Tax Act or Subdivision 12-F of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, lodgement or registration required by any Governmental Agency or any law; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Authorised Officer**" means:

(a) in respect of an Obligor, any company secretary or director, or any other person from time to time nominated as an "Authorised Officer" by the Obligor by a notice to the Lenders in an agreed form of certificate accompanied by certified copies of signatures of all new persons so appointed (and in respect of which the identity of such persons has been verified to each Finance Party's

satisfaction in order to manage a Finance Party's anti-money laundering, counter-terrorism financing or economic and trade sanctions risk or to comply with any AML/CTF Laws in Australia or any other country and has not received notice of revocation of the appointment); and

(b) in respect of a Finance Party, any person whose title includes the word Manager, Head, Chief, Executive, Director, Associate, Counsel, President, Lawyer or cognate expressions, or any company secretary or director.

"**Availability Period**" means:

(a) in relation to Facility A:

(i) the period from and including the date of this Agreement to and including the earlier of:

(ii) 5 (five) Business Days after CP Close (or such later date as may be agreed between the Borrower and the Lenders);

(iii) the date on which the Total Commitment is cancelled in full; and

(iv) the Long Stop Date; and

(b) in relation to the Accordion Facility, the period specified in the Accordion Facility Letter.

"**Available Commitment**" means, in relation to a Facility, a Lender's Commitment minus:

(a) the amount of its participation in any outstanding Utilisations under that Facility; and

(b) in relation to any proposed Utilisation under that Facility, the amount of its participation in any Utilisations that are due to be made under that Facility on or before the proposed Utilisation Date,

other than that Lender's participation in Loans under that Facility which are due to be repaid or prepaid on or before the proposed Utilisation Date.

"**Available Facility**" means, in relation to a Facility, the aggregate for the time being of each Lender's Available Commitment in respect of that Facility.

"**Bail-In Action**" means the exercise of any Write-down and Conversion Powers.

"**Bail-In Legislation**" means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law or regulation as described in the EU Bail- In Legislation Schedule from time to time;

(b) in relation to the United Kingdom, the UK Bail-In Legislation; and

(c) in relation to any other state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

"**Beneficiaries**" has the meaning given to it in the Security Trust Deed.

"**Blocked Person**" means:

(a) a person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by OFAC;

(b) a person, entity, organisation, country or regime that is blocked or a target of sanctions that have been imposed under Economic Sanctions Laws; or

(c) a person that is an agent, department or instrumentality of, or is otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, any person, entity, organisation, country or regime described in paragraph (a) or (b) above.

"**Break Costs**" means the amount (if any) by which:

(a) the interest which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Relevant Market or acquiring a bill of exchange accepted by a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

It is an amount payable in lieu of interest which would otherwise have been paid.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Sydney, Brisbane, New York and Luxembourg.

"**Calculation Period**" means, in relation to any date, the 12 month period ending on that date.

"**Cash**" means at any time, cash at an Acceptable Bank at that time credited to an account in the name of a member of the Group and to which the Group member is alone beneficially entitled and for so long as:

(a) that cash is repayable on demand; and

(b) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition or subject to any Security (other than under the Security Documents).

"**Cash Equivalent Investments**" means at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) bonds, debentures, stock, treasury bills, notes or any other security issued or guaranteed by the Commonwealth of Australia, the government of New Zealand or any other country (in the case of the latter, only if its credit rating complies with paragraph (c)(iv) below) or any government of any State or Territory of Australia or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognised trading market exists;

(ii) issued by an issuer incorporated in Australia;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds (i) which have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) to the extent that investment can be turned into cash on not more than 30 days' notice; or

(e) any other debt security approved in writing by the Majority Lenders (in their absolute discretion),

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than a Permitted Security).

"**Change of Control**" means:

(a) the Borrower ceases to be the wholly-owned Subsidiary of Holdco;

(b) either Holdco or SPAC is not or ceases to be 100% legally and beneficially owned by Tritium DCFC;

(c) an Obligor (other than Tritium DCFC, Holdco or SPAC) is not or ceases to be 100% legally and beneficially owned (directly or indirectly) by Tritium DCFC;

(d) a change in ownership or control of the shares or units in a member of the Group (other than Tritium DCFC) such that any one or more person/s who does not at date of this Agreement have Control of such member of the Group, gains Control of such entity; or

(e) in respect of Tritium DCFC:

(i) a single entity (or entities acting in concert) (whether directly or indirectly and whether individually or together) has the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(A) cast, or control the casting of, greater than 50% of the maximum number of votes that might be cast at a general meeting of such listed entity; and

(B) appoint or remove all, or the majority of, the directors or other equivalent officers of such listed entity,

or otherwise Control such listed entity.

"**Code**" means the US Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder from time to time.

"**Commitment**" means a Facility A Commitment or an Accordion Facility Commitment.

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 7 (*Form of Compliance Certificate*).

"**Compliance Date**" means each Financial Quarter, with the first Compliance Date being 31 March 2024.

"**Compulsory Acquisition**" means an actual or proposed compulsory acquisition, resumption, appropriation or confiscation of, or freezing, restraining or forfeiture order in connection with, assets under legislation or otherwise, including a restriction or order under which compensation is payable in connection with assets.

"**Confidential Information**" means all information relating to the Borrower, any Obligor, the Group, the Finance Documents or the Facilities of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facilities from either:

(a) any member of the Group or any of its advisers; or

(b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in each case, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 37 (*Confidentiality*); or

(ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or

(iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"**Confidentiality Undertaking**" means the current form of:

(a) in the case of primary syndication, the Confidentiality and Front Running Letter published by Asia Pacific Loan Market Association (Australian Branch); and

(b) in the case of secondary trading, the Confidentiality Letter (Seller) published by the Loan Market Association,

or in any other form agreed between the Borrower and the Lenders.

"**Control**" means, in respect of an entity:

(a) owning or controlling more than 50% of the shares or units in that entity;

(b) being in a position to cast, or control the casting of 50% of more of the maximum number of votes that might be cast at a meeting of that entity; or

(c) controlling the outcome of decisions in relation the financial and operating policies of that entity.

"**Controlled Affiliate**" means, in relation to a person, that person's Subsidiary in respect of which it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"**Controlled Entity**" means any member of the Group and any of their respective Controlled Affiliates.

"**Controller**" means a controller as defined in section 9 of the Australian Corporations Act.

"**Core Business**" means the core business of the Group as at the date of this Agreement.

"**Coupon Rate**" means, in relation to each Facility, 8.50% per annum.

"**CP Close**" means the date on which each of the conditions precedent in Clause 4.1 (*Initial Conditions Precedent)* are satisfied or waived by all Lenders (in their absolute discretion) and as notified by the Lenders to the Borrower in writing on the date thereof.

"**Default**" means an Event of Default or any event or circumstance specified in Clause 21 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Director's Certificate**" means:

(a) in respect of an Australian Obligor, a certificate substantially in the form set out in Part I of Schedule 8 (*Forms of Director's Certificate*) in the case of any Original Obligors or Part II of Schedule 8 (*Forms of Director's Certificate*) in the case of any Additional Guarantors; and

(b) in respect of any other Obligor (other than an Australian Obligor), a certificate substantially in the form set out in Part II of Schedule 8 (*Forms of Director's Certificate*), including any confirmations or amendments that are customary or required in the jurisdiction of incorporation of that Obligor.

"**Disposal**" means a sale, lease, transfer or other disposal by a person of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions) and "**Dispose**" has a corresponding meaning.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**Distribution**" means:

(a) a dividend, distribution or other amount of money or assets (whether as fees, profits or interest or by way of a redemption, repayment or return of capital) in respect of any shares, membership or other interests, or other securities in or issued by the Borrower; and

(b) any other amount (including without limitation, management fees or the repayment of any Subordinated Shareholder Loan or any other subordinated indebtedness) paid or payable by an Obligor to the lender under any Subordinated Shareholder Loan or the holder of shares, membership or other interests, or other securities in or issued by an Obligor or its Affiliate.

"**Dutch Deed of Share Pledge 1**" means a Dutch law governed deed of share pledge dated on or about the date of this Agreement on the shares of Tritium Europe B.V.

"**Dutch Deed of Share Pledge 2**" means a Dutch law governed deed of share pledge dated on or about the date of this Agreement on the shares of Tritium Technologies B.V.

"**Dutch Deeds of Share Pledge**" means Dutch Deed of Share Pledge 1 and Dutch Deed of Share Pledge 2.

"**Dutch Obligors**" means an Obligor incorporated in the Netherlands.

"**Dutch Security Agreement**" means a Dutch law governed deed of pledge dated on or about the date of this Agreement over the bank accounts in the Netherlands, receivables and movables owned by the Dutch Obligors.

"**Dutch Security Document**" means:

(a) the Dutch Security Agreement; and

(b) the Dutch Deeds of Share Pledge.

"**EBITDA**" means, in respect of a period and without double-counting, the Operating Profit of the Group for that period shown in the consolidated Financial Statements of the Group for the period but adjusted so as to reflect the amount before accounting for:

(a) Interest Expense of the Group in respect of the period;

(b) taxation on income or profits or capital gains of the Group in respect of the period;

(c) depreciation and amortisation expense or significant items of the Group in respect of the period; and

(d) any unrealised gains or losses as a result of derivatives being marked to market in respect of the period.

"**Economic Sanctions Laws**" means those laws, executive orders, enabling legislation or regulations administered and enforced by the United States (including, without limitation, OFAC), the United Nations Security Council, the UK Treasury, the European Union (including its member states) Australia and New Zealand pursuant to which economic sanctions have been imposed on any person, entity, organization, country or regime, including the Trading with the Enemy Act, the International Emergency Economic Powers Act, the Iran Sanctions Act, the Sudan Accountability and Divestment Act and any other OFAC Sanctions Program.

"**EEA Member Country**" means any member state of the European Union, Iceland, Liechtenstein and Norway."**English Debenture**" means the English law debenture dated on or about the date of this Agreement granted by Tritium Technologies Limited in favour of the Security Trustee over substantially all of its assets.

"**English Security Document**" means:

(a) the English Share Charge; and

(b) the English Debenture.

"**English Share Charge**" means the English law charge over shares dated on or about the date of this Agreement granted by Holdco in favour of the Security Trustee over the shares in Tritium Technologies Limited.

"**Environmental Law**" means any law, whether statute or common law, concerning environmental matters, and includes but is not limited to law concerning land use, development, pollution, waste disposal, toxic and hazardous substances, conservation of natural or cultural resources and resource allocation including any law relating to exploration for, or development or exploitation of, any natural resource.

"**Equity Contribution**" means:

(a) all forms of equity contributions, including by way of subscriptions for ordinary or preference shares, units or capital contribution; and

(b) a Subordinated Shareholder Loan.

"**Equity Cure**" means an Equity Contribution to the Borrower applied in accordance with Clause 19.4 (*Equity Cure*).

"**EU Bail-In Legislation Schedule**" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

"**Event of Default**" means any event or circumstance specified as such in Clause 21 (*Events of Default*).

"**Excluded Insurance Proceeds**" means the Insurance Proceeds of any insurance claims which:

(a) are received under any public liability, business interruption, personal injury, directors' and officers' liability, other third party liability and workers compensation insurance; or

(b) are, or are to be, applied towards reinstatement or replacement of the assets in respect of which those moneys were received, to purchase assets for use in the business or to meet a liability in respect of which those moneys were received, if those proceeds are committed to be applied within 6 months after receipt and, if so committed, actually applied within 12 months after receipt.

"**Existing Amendment Deed**" means the document entitled "First Amendment Deed—2022 - Loan Note Subscription Agreement" dated 13 July 2022 in respect of the Existing LNSA between, among others, the Borrower and the Security Trustee.

"**Existing Facility**" means the existing facility (including principal, interest and any other outstanding amount) made available to the Borrower in accordance the Existing LNSA.

"**Existing LNSA**" means the document entitled "First Amended Senior Loan Note Subscription Agreement" originally dated 7 December 2021, as amended by the Existing Amendment Deed, between, amongst others, the Borrower and the Security Trustee.

"**Exit Fee**" has the meaning given to that term in Clause 10.4 (*Exit Fee*) below.

"**Facility**" means Facility A or the Accordion Facility.

"**Facility A**" means the USD term loan note facility made available under this Agreement as described in Clause 2.1 (*Facility A*).

"**Facility A Commitment**" means:

(a) in relation to an Original Facility A Lender, the amount set opposite its name under the heading "Facility A Commitment" in Part III of Schedule 1 (*The Original Parties*), and the amount of any other Facility A Commitment transferred to it under this Agreement; and

(b) in relation to any other Lender, the aggregate of the amount of any Facility A Commitment transferred to it under this Agreement,

in each case, to the extent not cancelled, reduced or transferred by it under this Agreement.

"**Facility A Lender**" means:

(a) each Original Facility A Lender; and

(b) any person which has become a Party as a Facility A Lender in accordance with Clause 23 (*Changes to the Finance Parties*),

which, in each case, has not ceased to be a Facility A Lender in accordance with the terms of this Agreement.

"**Facility Office**" means:

(a) in respect of a Lender, the office or offices notified by that Lender to the Borrower in writing on or before the date it becomes a Lender (or, following that date, by not less than five (5) Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement; or

(b) in respect of any other Finance Party, the office in the jurisdiction where it is a resident for tax purposes.

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations; or

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Application Date**" means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or

(b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA,

or, in each case, such other date from which such payment may become subject to a deduction or withholding required by FATCA as a result of any change in FATCA after the date of this Agreement.

"**FATCA Deduction**" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"**FATCA Exempt Party**" means a Party that is entitled to receive payments free from any FATCA Deduction.

"**Fee Letter**" means any letter or letters setting out any of the fees referred to in Clause 10 (*Fees*).

"**Finance Document**" means each of the following:

(a) this Agreement;

(b) any Security Document;

(c) each Loan Note Deed Poll and each Loan Note; (d) the Security Trust Deed;

(e) any Intercreditor Deed;

(f) any Compliance Certificate;

(g) any Fee Letter;

(h) each Warrant Document;

(i) any Accession Deed;

(j) any Accession Letter;

(k) any Utilisation Request;

(l) any Accordion Facility Letter;

(m) any Resignation Letter;

(n) any other document designated as such by the Lenders (in their absolute discretion) and the Borrower; and

(o) any document or agreement entered into or given under any of the above.

"**FinanceLease**" means a Lease constituting, or accounted for in a similar way to, a finance lease or capital lease under GAAP.

"**Finance Lease Charge**" means the portion of hire and rental payments under a Finance Lease which exceeds the reduction of principal indebtedness attributable to that Finance Lease resulting from those payments and which in accordance with GAAP would be included in the consolidated profit and loss statement of the Group as having been paid or incurred by any member of the Group.

"**Finance Party**" means each of:

(a) each Lender; and

(b) the Security Trustee.

"**Financial Close**" means the date on which the first Utilisation Date in respect of Facility A occurs under this Agreement.

"**Financial Half-Year**" means:

(a) with respect to SPAC, the first six (6) month period of its Financial Year ending on 30 June; and

(b) with respect to any other Obligor, the first six (6) month period of its Financial Year ending on 31 December.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed and any debit balance at any financial institution;

(b) any amount raised under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP in force prior and effect to 1 January 2019 have been treated as an operating lease);

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any redeemable shares where the holder has the right, or the right in certain conditions, to require redemption;

(g) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(h) consideration for the acquisition of assets or services payable more than 90 days after acquisition;

(i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any currency, rate or price (provided that (i) when calculating the value of any derivative transaction, only the marked to market value shall be taken into account (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount); and (ii) for the purposes of testing the financial covenants in Clause 19.1 (*Financial undertakings*), unrealised gains or losses shall be excluded);

(j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(k) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) (inclusive) above.

"**Financial Model**" means the computer model, in agreed form, provided to the Original Facility A Lenders as a condition precedent to CP Close, and includes any Updated Budget in accordance with this Agreement.

"**Financial Quarter**" means each three (3) month period ending on 31 March, 30 June, 30 September and 31 December.

"**Financial Statements**" means:

(a) a statement of financial performance (profit and loss statement);

(b) a statement of financial position (balance sheet); and

(c) a statement of cash flow,

together with any notes to those documents and any accompanying reports, statements, declarations and other documents or information.

"**Financial Year**" means:

(a) with respect to SPAC, the 12 month period ending on 31 December; and

(b) with respect to any other Obligor, the 12 month period ending on 30 June.

"**GAAP**" means:

(a) accounting standards approved under the Australian Corporations Act and its requirements about the preparation and contents of accounts; and

(b) generally accepted accounting principles, standards and practices in Australia.

"**General Security Deed**" means the document entitled "General Security Deed" dated on or about the date of this Agreement between the Borrower, each Original Guarantor incorporated in Australia and the Security Trustee.

"**Governmental Agency**" means any government or any governmental, semi- governmental or judicial entity or authority and any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government, semi-government, juridical entity or authority. It includes the government of the United States of America or any state or other political subdivision thereof, or any other jurisdiction in which the Obligors or any of their respective Subsidiaries conducts all or any part of its business, or which asserts jurisdiction over any properties of the Obligors, Holdco or any of its Subsidiaries. It also includes any self-regulatory organisation established under statute or any stock exchange.

"**Group**" means Tritium DCFC and its Subsidiaries.

"**Group Structure Chart**" means the group structure chart delivered to the Lenders as a condition precedent to CP Close, Clause 18.4(h) (*Information: Miscellaneous*) or otherwise in connection with the Finance Documents.

"**GST Act**" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"**GST Group**" has the meaning specified in the GST Act.

"**Guarantee**" means (i) the guarantee, undertaking and indemnity given under Clause 6 (*Guarantee and Indemnity*) of the Security Trust Deed; and (ii) any other guarantee and indemnity of the obligations of the Obligors under the Finance Documents in form and substance acceptable to all the Lenders.

"**Guarantor**" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 24 (*Changes to the Obligors*).

"**Holding Company**" means, in relation to an entity, any other entity in respect of which it is a Subsidiary.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature, together with any related interest, penalties, fines or other charges.

"**Insolvency Event**" means in respect of a person or corporation (such term shall include, a limited liability company, limited partnership or any other legal entity):

(a) an administrator being appointed to the corporation or any of the corporation's property;

(b) the corporation resolving to appoint a Controller or analogous person to the corporation or any of the corporation's property;

(c) an application being made to a court for an order or any corporate action, legal proceedings or other procedure or step is taken to appoint a Controller, provisional liquidator, liquidator, administrator, receiver, administrative receiver, judicial manager, compulsory manager, trustee for creditors or in bankruptcy or analogous person to the corporation or any of the corporation's property or have that person declared bankrupt, which application is not dismissed or withdrawn within 21 days of being made;

(d) an appointment of the kind referred to in paragraph (c) above being made (whether or not following a resolution or application);

(e) the holder of a Security or any agent on its behalf, appointing a Controller or taking possession of any of the corporation's property;

(f) the corporation being taken under section 459F(1) of the Australian Corporations Act to have failed to comply with a statutory demand;

(g) an application being made to a court for an order for its winding up;

(h) an order being made, or the corporation passing a resolution, for its winding up, or its winding up commences for any other reason;

(i) the corporation being unable to pay its debts or suspending payment of its debts, ceasing or threatening to cease to carry on all or a material part of its business, stating or admitting that it is unable to pay its debts, or being or becoming or being taken or presumed or deemed by law or a court to be insolvent or unable to pay its debts;

(j) in the case of a corporation registered under the Australian Corporations Act, any step is taken to deregister the person or cancel its registration under the Australian Corporations Act;

(k) the corporation taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members, beneficiaries or creditors;

(l) the corporation becoming, or the corporation taking any step that could result in the corporation becoming, an insolvent under administration (as defined in section 9 of the Australian Corporations Act);

(m) a court or other authority enforcing any judgment or order against the corporation for the payment of money or the recovery of any property, which in the opinion of the Lenders (acting reasonably) would have a Material Adverse Effect, or which involves a liability in excess of US$500,000 (or its equivalent);

(n) a writ of execution is levied against the person or a material part of the persons property which is not dismissed within 15 Business Days after the writ is levied;

(o) a moratorium is declared in respect of any indebtedness of any member of the Group;

(p) in respect of a Dutch Obligor, the corporation taking steps to filing a request for bankruptcy (faillissement) or for a suspension of payment (surseance van betaling), each as meant under the Dutch Bankruptcy Code (*Faillissementswet*);

(q) in respect of a Dutch Obligor, the corporation has had its assets placed under administration (*onder bewind gesteld*);

(r) in respect of a Dutch Obligor, the corporation has been subjected to any or more of the insolvency and winding up proceedings in Annex A to the EU Insolvency Regulation (number 848/2015 of 20 May 2015); or

(s) any analogous event under the law of any applicable jurisdiction including, without limitation, the United States Bankruptcy Code (11 U.S.C. §101 et seq.).

"**Insurance Policy**" means each policy relating to the insurance required to be obtained or maintained by, or on behalf of or on the instruction of, an Obligor under or in accordance with this Agreement.

"**Insurance Proceeds**" means all payments received by an Obligor in respect of an Insurance Policy.

"**Intangible Assets**" means all assets which are:

(a) future tax benefits;

(b) patents, trademarks or licenses;

(c) goodwill; or

(d) any other assets which in accordance with GAAP are regarded as intangible assets.

"**Intellectual Property**" means all patents, trademarks, service marks, designs, copyright, business names, trade secrets, know-how and other intellectual property rights and interests (in each case whether registered under any statute or not).

"**Intercreditor Deed**" means any document or deed made between, amongst others, the Borrower and the Security Trustee (as Security Trustee) in a form and substance satisfactory to all Lenders (in their absolute discretion), pursuant to which the intercreditor arrangements between other creditors of the Group and the Finance Parties are regulated (including in relation to Subordinated Shareholder Loans and any financing contemplated in paragraph (i)(ii) of the definition of "Permitted Financial Indebtedness").

"**Interest Expense**" means, in respect of a period, interest and amounts in the nature of interest, or having a similar purpose or effect to interest, in each case as shown in the most recent consolidated Financial Statements of the Group for the period as having been paid or incurred by any member of the Group for the period and includes, but is not limited to:

(a) any dividend payable on any share or stock the obligations in respect of which constitute Financial Indebtedness of any member of the Group;

(b) any discount on any bills or bonds, notes or other instruments drawn, accepted or endorsed by any member of the Group;

(c) any line, facility, acceptance, discount, guarantee or other fees and amounts incurred on a regular or recurring basis payable in relation to Financial Indebtedness of any member of the Group; and

(d) Finance Lease Charges,

but excluding principal in or forming part of Finance Lease Charges, and, for the avoidance of doubt, in determining Interest Expense in accordance with this definition, Interest Expense shall be calculated on a gross basis without taking into account any interest income of any member of the Group.

"**Interest Payment Date**" means the last day of each Interest Period.

"**Interest Period**" means, in relation to a Loan, each period specified in accordance with Clause 9.1 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default interest*).

"**Ipso Facto Event**" means the Borrower is the subject of:

(a) an announcement, application, compromise, arrangement, managing controller, or administration as described in section 415(D)(1), 434J(1) or 451E(1) of the Australian Corporations Act; or

(b) any process which under any law with a similar purpose may give rise to a stay on, or prevention of, the exercise of contractual rights.

"**Joint Venture**" means any joint venture or similar arrangement (including minority interest investments) entered into by a member of the Group with any other person which is not a member of the Group where:

(a) a member of the Group directly or indirectly holds shares or an equivalent equity ownership interest in the relevant entity; and

(b) members of the Group own (directly or indirectly) less than 100 per cent of the shares or other equivalent equity ownership interests in that relevant entity.

"**Lease**" means an agreement or arrangement under which any property is or may be used, operated or managed:

(a) by a person other than the owner; or

(b) for or on behalf of the owner or another person by a person other than the owner where that last mentioned person or one of its related bodies corporate (as defined in the Australian Corporations Act or any analogous definition in another relevant jurisdiction) is required to make or assume minimum periodic payments,

including, but not limited to, a lease, charter, hire purchase or hiring arrangement but excluding agreements under which the manager of a joint venture on behalf of the joint venturers uses assets owned by the joint venturers.

"**Lender**" means:

(a) where used in respect of a particular Facility (as the context requires):

(i) each Facility A Lender in respect of Facility A; and

(ii) each Accordion Facility Lender in respect of the Accordion Facility; and

(b) where used without reference to a particular Facility, all Lenders.

"**Liquidity Reserve Amount**" means, on any day, the amount of Cash or Cash Equivalent Investments of the Group.

"**Loan**" means, in relation to a Facility, a loan made or to be made under that Facility through the subscription for Loan Notes or the principal amount outstanding for the time being of those Loan Notes.

"**Loan Funded Share Plan**" means the share plan of Holdco under which eligible employees may acquire shares in Holdco using an interest-free loan from Holdco.

"**Loan Note**" means a loan note having a principal amount outstanding of U$100,000 (or an integral multiple thereof) and issued in respect of a Facility under a Loan Note Deed Poll. In this Agreement, references to a Loan Note include a reference to the corresponding interest under the Loan Note Deed Poll.

"**Loan Note Deed Poll**" means:

(a) in respect of Facility A, the deed poll entitled "Loan Note Deed Poll" dated on or after the date of this Agreement in the form set out in Schedule 9 (*Form of Loan Note Deed Poll*) of this Agreement, as amended or amended and restated from time to time;

(b) in respect of an Accordion Facility, a deed poll entitled "Loan Note Deed Poll" dated on or after the Accordion Facility Effective Date in respect to Accordion Facility Commitments made available under that Accordion Facility and which is in the form set out in Schedule 9 (*Form of Loan Note Deed Poll*) of this Agreement, as amended or amended and restated from time to time (if any); and

(c) any other document designated as such by the Lenders (in their absolute discretion) and the Borrower.

"**Loan to Value Ratio**" means, at any time, the ratio of:

(a) the total amount of all outstanding Loans on that date; to

(b) fair market value of the Group determined with reference to the most recent Valuation as at that date.

"**Long Stop Date**" means 12 September 2022 (or such later date as may be agreed in writing by all Lenders (in their discretion)).

Majority Lender means a Lender or Lenders whose Commitments aggregate at least $66^{2/3}$ per cent of the total of all Commitments (or, if the Total Commitments have been reduced to zero, aggregated at least $66^{2/3}$ per cent of the Total Commitments immediately prior to the reduction). Where a Lender's Commitment has been reduced to zero, but it has an outstanding participation in any outstanding Utilisations, then for this purpose its Commitment will be taken to be the aggregate amount of its participation.

"**Make-whole Amount**" means, in respect of a Relevant Prepaid Loan Amount, an amount equal to:

(a) the amount of the interest payable on the Relevant Prepaid Loan Amount for the balance of the Non-call Period; plus

(b) an amount equal to 2.50% of the principal amount of the Relevant Prepaid Loan Amount.

"**Marketable Securities**" means any:

(a) marketable securities as defined in the Australian Corporations Act or equivalent provision in any applicable jurisdiction;

(b) interest in a partnership;

(c) unit (whatever called) or interest in a trust estate which represents a legal or beneficial interest in any of the income or assets of that trust estate and includes any options to acquire any units as described; or

(d) any other investment instrument (as defined in the PPSA) or equivalent provision in any other applicable jurisdiction.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operation, property, condition (financial or otherwise) or prospects of the Group (taken as a whole);

(b) the ability of the Obligors (taken as a whole) to perform their obligations under the Finance Documents;

(c) the validity or enforceability of any Finance Document or any material rights or remedies of any Finance Party under the Finance Documents; or

(d) the effectiveness or priority of any Security.

"**Material Intellectual Property**" means Intellectual Property owned, used by or licensed to, any member of the Group which is material to the business of the Group.

"**Monthly Management Accounts**" means monthly management accounts of the Group in a form satisfactory to the Lenders, which shall include:

(a) a consolidated profit and loss statement, a consolidated balance sheet and a cash flow statement; and

(b) a confirmation on the Liquidity Reserve Amount.

"**Non-Call Period**" means the period from and including Financial Close to (and including) the date falling 6 months after Financial Close.

"**Obligor**" means the Borrower or a Guarantor.

"**Obligor's Agent**" means the Borrower, appointed pursuant to Clause 1.4 (*Obligors' agent*).

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"**OFAC Sanctions Program**" means any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at http://www.treasury.gov/resource-center/sanctions/Programs/Pages/ Programs.aspx.

"**Operating Profit**" means, in respect of a period, the net profit after tax of the Group which in accordance with the Relevant Accounting Standard applicable to Tritium DCFC is or would be shown in the consolidated Financial Statements of the Group for that period.

"**Original Accordion Facility Lender**" means, in relation to an Accordion Facility, and subject to the requirements of Clause 2.3, any person who is specified as originally providing an Accordion Facility Commitment under such Accordion Facility to the Borrower in the relevant Accordion Facility Letter.

"**Original Facility A Lender**" means each persons listed as an original Facility A lender in Part III of Schedule 1 (*The Original Parties*).

"**Original Obligor**" means the Borrower or an Original Guarantor.

"**Palantir Subscription Agreement**" means the subscription agreement dated 27 July 2021 between Tritium DCFC and Palantir Technologies Inc..

"**Party**" means a party to this Agreement and includes its successors in title, permitted assigns and permitted transferees.

"**Permitted Acquisition**" means:

(a) the acquisition of an entity or business (the "**New Target**"), provided that:

(i) the New Target is incorporated, organised or formed in Australia, US, UK or the Netherlands;

(ii) the New Target will be a wholly owned direct or indirect Subsidiary of Holdco immediately after the acquisition;

(iii) the Marketable Securities in the New Target become subject to Security for the benefit of the Lenders on the date of the acquisition under an existing Security Document or a document in a form and substance satisfactory to all the Lenders;

(iv) the New Target becomes an Additional Guarantor if required in accordance with Clause 20.13 (*Guarantors*) (as if tested on the date of the acquisition) within 45 days after the acquisition of the New Target;

(v) there are no material contingent liabilities in the New Target save to the extent reflected in the purchase price for the acquisition, covered by an insurance policy or as indemnified by the relevant vendor;

(vi) the aggregate amount of costs and expenses (including purchases price, transaction costs, deferred consideration and earn outs) in respect of all such acquisitions of New Targets does not exceed US$20,000,000 over the term of the Facility;

(vii) the acquisition is funded by Subordinated Shareholder Loans or any other Equity Contribution made to an Obligor;

(viii) the acquisition does not result in the Loan to Value Ratio exceeding 20% (tested on a pro forma basis for the acquisition);

(ix) the New Target is engaged in a business that is consistent with or related to the Core Business of the Group;

(x) a copy of due diligence reports (if any) commissioned by the Group in relation to the acquisition are provided to the Lenders on a customary reliance basis; and

(xi) Holdco delivers to the Lenders a certificate signed by two directors of Holdco confirming:

(A) projected pro forma compliance with the financial covenants in Clause 19.1 (*Financial undertakings*), calculated as if the New Target was part of the Group at the relevant time;

(B) no Default or Review Event has occurred and is continuing as of the date of entry into a binding commitment to undertake the acquisition of the New Target, or would occur as a result of the acquisition of the New Target; and

(C) the New Target has positive EBITDA and cashflow, or is forecast to be EBITDA and cashflow positive from operating activities on a pro forma basis as at 12 months after the acquisition.

"**Permitted Disposal**" means any Disposal:

(a) made in the ordinary course of trading of the disposing entity on arm's length commercial terms and at fair market value;

(b) of assets in exchange for (or where the proceeds are used to purchase) other assets comparable or superior as to type, value and quality and for a similar purpose;

(c) of worn out or obsolete assets or surplus assets no longer required for the efficient operation of the business;

(d) of Leases or licenses, in each case in the ordinary course of business that do not materially interfere with the business of the Group taken as a whole;

(e) made by a member of the Group with the prior written approval of the Majority Lenders (in their absolute discretion);

(f) made by a member of the Group to an Obligor or by a non-Obligor to a non- Obligor;

(g) to another Obligor (provided that if immediately prior to the Disposal the asset was the subject of a Security in favour of the Security Trustee the asset must immediately after the disposal be the subject of a Security in favour of the Security Trustee);

(h) to the extent that the grant or existence of a Permitted Security constitutes or gives rise to a Disposal, that Disposal; and

(i) provided no Default or Review Event is continuing (or would arise by reason of the sale, lease, transfer or Disposal), where the proceeds of that Disposal that is on arm's length terms and for fair market value (when aggregated with the proceeds received for any other Disposal, other than any Disposal permitted under paragraphs (a) to (h) above) does not exceed US$1,000,000 (or its equivalent).

"**Permitted Financial Indebtedness**" means:

(a) Financial Indebtedness incurred under the Finance Documents;

(b) unsecured Financial Indebtedness under any transactional facilities (including overdrafts, guarantees, bonding, documentary or stand-by letters of credit, short term loans, foreign currency facilities, credit card facilities or any other facility or accommodation used for the effective cash management and/or day to day operation of the ordinary business of the Group) used as part of the ordinary operation of the ordinary business of the Group which are intraday, or, if not intraday, and only to the extent it involves actual Financial Indebtedness, up to US$3,000,000 (or its equivalent) in aggregate for the Group at any time;

(c) Financial Indebtedness incurred under any Finance Lease, hire purchase arrangement or similar facility where the amount of the aggregate outstanding capital or principal value in respect of all Finance Leases, hire purchase arrangement or similar asset based financing arrangements entered into by members of the Group at any time is not greater in aggregate than US$500,000 (or its equivalent), provided the recourse of the provider of the relevant lease or arrangement is limited to the relevant asset or the lender under any such Financial Indebtedness is otherwise a party to an Intercreditor Deed;

(d) any Subordinated Debt or Subordinated Shareholder Loan;

(e) unsecured Financial Indebtedness owed to trade creditors on terms not exceeding 90 days on account of services provided to an Obligor in the ordinary course of that Obligor's ordinary business;

(f) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any currency, rate or price undertaken in the ordinary course of the ordinary business of an Obligor and not entered into for speculative purposes;

(g) unsecured loans between Obligors;

(h) Financial Indebtedness of any person that becomes a member of the Group after CP Close as a result of an acquisition and was not incurred in contemplation of that acquisition, provided that such Financial Indebtedness does not increase since the date of, or in contemplation of, the acquisition and is repaid within 45 days of the date that person became a member of the Group;

(i) any Financial Indebtedness not otherwise referred to in paragraphs (b) to (h) above (inclusive) in a principal amount which, when aggregated with the principal amount of any other Financial Indebtedness permitted under this paragraph (i), does not at any time exceed USD25,000,000 (or its equivalent) in aggregate for the Group taken as a whole where such Financial Indebtedness is any of:

(i) unsecured; or

(ii) export financing where such financing is secured by either:

(A) first ranking security over the specific purchase order financed only; or

(B) such other second ranking security as may be acceptable to the Lenders (in their absolute discretion),

and each case on terms acceptable to the Lenders and subject to the applicable Intercreditor Deed;

(j) Financial Indebtedness to which the Majority Lenders (in their absolute discretion) consent to in writing (unless the consent was conditional and any of the conditions are not complied with);

(k) until Financial Close, Financial Indebtedness under the Existing LNSA; and

(l) any guarantee pursuant to Part 2M.6 of the Australian Corporations Act or an equivalent provision where the only members of the class order are Obligors.

"**Permitted Holding Company Activity**" means:

(a) the provision of equity or shareholder loans to the Group in the form of Subordinated Shareholder Loans save where permitted pursuant to paragraph (g) of the definition of Permitted Financial Indebtedness;

(b) having rights or liabilities in connection with any Marketable Securities in it or any Subsidiary;

(c) providing guarantees in respect of the obligations of the members of the Group; (d) having rights or liabilities (and performing its obligations) under the Finance Documents to which it is expressed to be a party;

(e) holding of or expenditure of Cash or Cash Equivalent Investments or disposing or acquiring of short term investments;

(f) providing an Equity Contribution to an Obligor;

(g) activities necessary to maintain the Tax status of the Group or activities of a similar nature thereto;

(h) making claims (and the receipt of any related proceeds) for rebates or indemnification with respect to Taxes and receiving the benefit of Distributions where expressly permitted under the Finance Documents;

(i) activities in connection with any litigation or court or other proceedings that are, in each case, being contested in good faith;

(j) the ownership of cash balances or Cash Equivalent Investments at any time arising under any cash pooling arrangement entered into with any of its Subsidiaries and the on-lending of cash intra-Group;

(k) in connection with preparing for and entering into customary agreements relating to and carrying out an equity or debt issuance which is permitted by the Finance Documents or which would result in all amounts under the Finance Documents being repaid in full;

(l) incurring liabilities arising by operation of law in the ordinary course of ordinary business;

(m) the ownership of Intellectual Property and licensing of that Intellectual Property to a member of the Group;

(n) any other activity consistent with that of a passive holding company;

(o) any other holding company activity to which the Majority Lenders have given their consent (in their absolute discretion);

(p) borrowings under shareholder loans which are permitted under the Finance Documents;

(q) incurring and paying Taxes;

(r) those activities contemplated in the Finance Documents providing Security which is permitted under the Finance Documents;

(s) obtaining advice and incurring professional fees and administration costs in the ordinary course of business as a Holding Company; and

(t) provision of administrative and treasury services to the Group.

"**Permitted Security**" means:

(a) any Security created under a Security Document;

(b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;

(c) any lien arising by operation of law and in the ordinary course of trading so long as the Permitted Financial Indebtedness it secures is paid when due or contested in good faith and appropriately provisioned;

(d) any Security that secures Financial Indebtedness specified in paragraph (c) of the definition of Permitted Financial Indebtedness, provided the Security is only over the relevant asset and recourse of the provider of the relevant lease or arrangement is limited to the relevant asset;

(e) any Security that secures a Subordinated Debt or a Subordinated Shareholder Loan, provided that it is subject to an Intercreditor Deed;

(f) any Security, arrangement or transaction over or affecting any asset acquired by a member of the Group after the date of this Agreement if:

(i) it was not created in contemplation of or after the acquisition of that asset by a member of the Group;

(ii) the principal amount secured has not been increased in contemplation of, or since the acquisition of that asset by a member of the Group; and

(iii) it is removed or discharged within 45 days of the date of acquisition of such asset;

(g) any Security, arrangement or transaction over or affecting any asset of any entity which becomes a member of the Group after the date of this Agreement, where the Security is created prior to the date on which that entity becomes a member of the Group, if:

(i) it was not created in contemplation of or after the acquisition of that entity;

(ii) the principal amount secured has not increased in contemplation of or since that entity became a member of the Group; and

(iii) it is removed or discharged within 45 days of that entity becoming a member of the Group;

(h) any title retention arrangement entered into by any member of the Group in the ordinary course of trading on the supplier's usual terms of sale (or on terms more favourable to the members of the Group) provided that:

(i) the Security is only over the relevant asset and recourse of the provider of the relevant Financial Indebtedness is limited to the relevant asset; and

(ii) the debt it secures is paid when due or contested in good faith and sufficient reserves of liquid assets have been set aside to pay the debt if the contest is unsuccessful;

(i) until Financial Close, any Security with respect to the Existing LNSA;

(j) in respect of an Australian Obligor, a deemed security interest under section 12(3) of the PPSA which does not secure payment or performance of an obligation;

(k) any Security contemplated (and in accordance with) paragraph (i)(ii) of the definition of "Permitted Financial Indebtedness";

(l) any Security arising under the general terms and conditions (*Algemene Bank Voorwaarden*) of any member of the Dutch Bankers' Association (*Nederlandse Vereniging van Banken*) or any similar term applied by a financial institution in The Netherlands pursuant to its general terms and conditions; and

(m) any Security created or subsisting with the prior written consent of the Majority Lenders (in their absolute discretion).

"**PermittedTritium DCFC Activity**" means:

(a) the provision of equity or shareholder loans to the Group in the form of Subordinated Shareholder Loans save where permitted pursuant to paragraph (g) of the definition of Permitted Financial Indebtedness;

(b) holding, owning and/or having rights or liabilities in connection with any Marketable Securities in Holdco and SPAC;

(c) entering into arrangements regarding an Equity Contribution to an Obligor;

(d) having rights or liabilities (and performing its obligations) under the Finance Documents to which it is expressed to be a party;

(e) activities necessary to maintain the Tax status of the Group or activities of a similar nature thereto;

(f) making claims (and the receipt of any related proceeds) for rebates or indemnification with respect to Taxes and receiving the benefit of Distributions where expressly permitted under the Finance Documents;

(g) activities in connection with any litigation or court or other proceedings that are, in each case, being contested in good faith;

(h) incurring liabilities arising by operation of law in the ordinary course of ordinary business;

(i) making decisions on and determining the strategic direction of the Group;

(j) the ownership of Intellectual Property and licensing of that Intellectual Property to a member of the Group;

(k) any other activity consistent with a publicly traded company;

(l) any other holding company activity to which all the Majority Lenders have given their prior written consent (in their absolute discretion);

(m) incurring and paying Taxes;

(n) obtaining advice and incurring professional fees and administration costs in the ordinary course of business as a Holding Company;

(o) any activity in connection with the Palantir Subscription Agreement; (p) any activity in connection with the Riley Equity Facility;

(q) any activity contemplated by the Warrant Documents;

(r) providing guarantees permitted pursuant to paragraph (l) of the definition of Permitted Financial Indebtedness;

(s) issuing stock based incentives to employees of the Group; and (t) provision of administrative and treasury services to the Group.

"**Person**"has the meaning given to that term in Clause 17.23 (*Sanctions*).

"**PPSA**" means the *Personal Property Securities Act 2009* (Cth).

"**PPSR**" means the register established under the PPSA and regulations made under the PPSA.

"**Prepayment Fee**" has the meaning given to that term in Clause 7.7 (*Prepayment fee*).

"**Recognition Deed**" has the meaning given to that term in the Security Trust Deed.

"**Redemption Date**" means, in respect of a Loan Note, the date on which that Loan Note is repaid or prepaid pursuant to this Agreement and each Loan Note Deed Poll, including (without limitation) the Termination Date and each date on which a Loan Note is repaid or prepaid pursuant to Clause 7 (*Illegality, Mandatory Repayment and Voluntary Prepayment*).

"**Register**" means a register maintained by the Security Trustee under Clause 28 (*Register*).

"**Related Fund**" in relation to a fund (the "**first fund**"), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"**Relevant Accounting Standard**" means:

(a) in respect of the Borrower and Tritium Technologies Limited, the International Financial Reporting Standards;

(b) in respect of Holdco and Tritium DCFC, the International Reporting Standards & Generally Accepted Accounting Principles (United States);

(c) in respect of the US Obligors, the Generally Accepted Accounting Principles (United States); and

(d) in respect of the Dutch Obligors, the Dutch Generally Accepted Accounting Principles.

"**Relevant EBITDA**" means in respect of the Compliance Date specified below, the corresponding EBITDA calculation specified below in respect of that Compliance Date:

Compliance Date	Relevant EBITDA
31 March 2024	EBITDA for the last 3 month period ending on that Compliance Date multiplied by 4.
30 June 2024	EBITDA for the last 6 month period ending on that Compliance Date multiplied by 2.
30 September 2024	EBITDA for the last 9 month period ending on that Compliance Date multiplied by 4/3.
Each Compliance Date thereafter	EBITDA for the last 12 month period ending on that Compliance Date.

"**Relevant Lender**" means any Original Facility A Lender or any of their respective nominees but excluding (unless agreed by all Lenders):

(a) any member of the Group or their respective Affiliates; or

(b) any person that is a shareholder of Tritium DCFC.

"**Relevant Market**" means, in relation to USD, the relevant interbank market for bank accepted bills and negotiable certificates of deposits.

"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"**Relevant Prepaid Loan Amount**" has the meaning given to it in Clause 7.7 (*Prepayment fee*).

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"**Resignation Letter**" means a letter substantially in the form set out in Schedule 6 (*Form of Resignation Letter*).

"**Resolution Authority**" means any body which has authority to exercise any Write- down and Conversion Powers.

"**Review Event**" has the meaning given in Clause 22 (*Review Event*).

"**Riley Equity Facility**" means the committed equity facility pursuant to an Ordinary Shares Purchase Agreement and a Registration Rights Agreement, each between Tritium DCFC and B. Riley Principal Capital II, LLC as investor with B. Riley Securities, Inc. as investor representative, and in substantially the same form as the draft documents circulated to the Lenders on or before the date of this Agreement,.
"**Sanctions**" has the meaning given to that term in Clause 17.23 (*Sanctions*).

"**Sanctions List**" means a list that is adopted by any Governmental Agency or state Governmental Agency within the United States of America or a non-US jurisdiction pertaining to persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under Economic Sanctions Laws.

"**Secured Moneys**" has the meaning given to that term in the Security Trust Deed.

"**Secured Property**" means any asset of an Obligor which is subject to the Security created or expressed to be created pursuant to the Security Documents from time to time.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person (including any "security interest" for the purposes of the PPSA), or any reservation or retention of title arrangement, any right, interest, agreement, notice or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts or not repayable in certain circumstances, or any third party right or interest or any right arising as a consequence of the enforcement of a judgment, or any other agreement, notice or arrangement having a similar effect.

"**SecurityDocuments**" means any of the following documents:

(a) any General Security Deed;

(b) any Guarantee;

(c) any Dutch Security Document;

(d) any US Security Document;

(e) any English Security Document;

(f) any document entered into by any Obligor and which create a Security over any of its assets in favour of, or for the benefit of, the Security Trustee in respect of all or any part of the obligations of the Obligors (with or without securing the obligations of other Obligors) under the Finance Documents; and

(g) any other document designated in writing between the Borrower and the Lenders as a Security Document for the purposes of the Finance Documents.

"**Security Trust Deed**" means the deed entitled "Security Trust Deed. – Tritium Security Trust III " dated on or about the date of this Agreement as amended or amended and restated from time to time and made between, among others, the Borrower, and the Security Trustee (as Security Trustee).

"**SPAC**" means Decarbonization Plus Acquisition Corporation II, a Delaware corporation.

"**Subordinated Debt**" means Financial Indebtedness of a member of the Group that is subordinated on terms reasonably acceptable to all the Lenders, and subject to an Intercreditor Deed.

"**Subordinated Shareholder Loan**" means any Financial Indebtedness provided by a shareholder of Tritium DCFC (or a related entity (as defined in the Australian Corporations Act) of that shareholder) to Tritium DCFC or any other Obligor subject to an Intercreditor Deed.

"**Subsidiary**" means in relation to an Australian Obligor, a 'subsidiary' as defined in the Australian Corporations Act, but as if 'body corporate' includes any entity, and includes an entity required by current accounting practice to be included in the consolidated annual financial statements of that entity or would be required if that entity were a corporation.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Tax Act**" means any of (as applicable) the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).

"**Tax Consolidated Group**" means a "Consolidated Group" or an "MEC Group" as defined in the Tax Act or any GST consolidation arrangement.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

"**Termination Date**" means, in relation to a Facility, the date falling 36 Months after Financial Close.

"**Total Accordion Facility Commitments**" means, subject to Clause 2.3, the aggregate of the Accordion Facility Commitments, being, at the date of this Agreement, USD$0.

"**Total Commitments**" means the Total Facility A Commitments and, if applicable, the Total Accordion Facility Commitments.

"**Total Debt**" means, at any time, all Financial Indebtedness of each member of the Group (on a consolidated basis).

"**Total Facility A Commitments**" means the aggregate of the Facility A Commitments, being, at the date of this Agreement, the amount set out in Part III of Schedule 1 (*The Original Parties*).

"**Total Interest**" means, for any period, all Interest Expense payable in respect of the Total Debt for that period.

"**Total Interest Cover Ratio**" means, at any time, the ratio of the Relevant EBITDA at that time to Total Interest for the 12 month period ending at that time.

"**Total Leverage Ratio**" means, at any time, Total Debt divided by the Relevant EBITDA at that time.

"**Total Tangible Assets**" means all assets of each member of the Group other than Intangible Assets.

"**Total Tangible Assets Ratio**" means, at any time, Total Debt divided by the Total Tangible Assets at that time.

"**Transaction Costs**" means all legal, accountancy, financing, consulting, regulatory, litigation and other fees and commissions (including advisory fees), out of pocket expenses and stamp, registration or transfer duty or similar Taxes incurred by or on behalf of any member of the Group (including, any financing costs payable by any member of the Group on Financial Close).

"**Transfer Certificate**" means a certificate substantially in the form set out in Schedule 4 (*Form of Transfer Certificate*) or any other form agreed between the Lenders and the Borrower.

"**Transfer Date**" means, in relation to a transfer, the later of:

(a) the proposed "Transfer Date" specified in the Transfer Certificate; and

(b) the date of execution of the relevant Transfer Certificate by the relevant Lender.

"**Tritium DCFC**" means Tritium DCFC Limited (ACN 650 026 314).

"**Trust**" means, in the case of an Obligor which is a Trustee, each trust referred to in an Accession Letter or Accession Deed of which that Obligor is expressed to be trustee.

"**Trust Deed**" means, in the case of a Trust, the constitution or deed establishing or evidencing the terms of that Trust.

"**Trust Property**" means all the present and future undertaking, assets and rights of an Obligor as Trustee including, but not limited, to all real and personal property, choses in action and goodwill.

"**Trustee**" means each Additional Guarantor entering into an Accession Letter or Accession Deed as acting as the trustee of a trust.

"**TTAR Compliance Date**" means the date of CP Close and each Compliance Date thereafter.

"**UK Bail-In Legislation**" means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"**Unpaid Sum**" means any sum due and payable but unpaid by an Obligor under the Finance Documents.

"**Updated Budget**" has the meaning given in Clause 18.1(d) (*Financial Statements, etc*). "**US**" means the United States of America.

"**US Obligors**" means an Obligor incorporated in the US.

"**US Pledge Agreement**" means:

(a) the document entitled "Senior Pledge Agreement" dated on or about the date of this Agreement between Holdco and the Security Trustee; and

(b) the document entitled "Senior Pledge Agreement" dated on or about the date of this Agreement between Tritium DCFC and the Security Trustee.

"**US Security Agreement**" means:

(a) the document entitled "Senior Security Agreement" dated on or about the date of this Agreement between Tritium Technologies LLC and the Security Trustee;

(b) the document entitled "Senior Security Agreement" dated on or about the date of this Agreement between Tritium America Corporation and the Security Trustee; and

(c) the document entitled "Senior Security Agreement" dated on or about the date of this Agreement between SPAC and the Security Trustee.

"**US Security Document**" means:

(a) each US Security Agreement; and

(b) each US Pledge Agreement.

"**USA Patriot Act**" means *United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act* of 2001 and the rules and regulations promulgated thereunder from time to time in effect.

"**Utilisation**" means a utilisation of a Facility.

"**Utilisation Date**" means the date on which a Utilisation is made or the proposed date of Utilisation under the relevant Facility under the Utilisation Request (as applicable).

"**Utilisation Request**" means a notice substantially in the form set out in Schedule 3 (*Utilisation Request*).

"**Valuation**" means the valuation of the Group as set out in the most recent valuation report/s prepared by the Valuer.

"**Valuer**" means the third party valuer agreed to by the Lenders (in their absolute discretion), which as at the date of this Agreement is Duff & Phelps.

"**Warrant Agreement**" means the document entitled "Warrant Agreement – Tritium DCFC" dated on or about the date of this Agreement entered into among Tritium DCFC (as issuer) and Computershare Inc. and Computershare Trust Company, N.A. (as agent).

"**Warrant Documents**" means:

(a) the Warrant Agreement;

(b) the Warrant Registration Rights Agreement; and

(c) the Warrant Side Letter Agreement.

"**Warrant Registration Rights Agreement**" means the document entitled "Subscription and Registration Rights Agreement" dated on or about the date of this Agreement entered into among Tritium DCFC (as issuer) and the Original Facility A Lenders (as holders).

"**Warrant Side Letter Agreement**" means the document entitled "Side Letter Agreement" dated on or about the date of this Agreement entered into between Tritium DCFC (as issuer) and the Original Facility A Lenders (as holders).

"**Warrants**" means the warrants issued under the Warrant Agreement. "

Write-down and Conversion Powers" means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(b) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and

(c) in relation to any other applicable Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation.

1.2 **Construction**

(a) Any reference in this Agreement to:

(i) a document in "agreed form" is a document which is previously agreed in writing by or on behalf of the Borrower and the Lenders or, if not so agreed, is in the form specified by the Lenders;

(ii) "assets" or "property" includes present and future properties, revenues and rights of every description;

(iii) a "Finance Document" or any other agreement or instrument is, unless expressly stated otherwise, a reference to that Finance Document or other agreement or instrument, and without prejudice to any prohibitions on amendments as amended, supplemented, amended and restated, novated or assigned;

(iv) "guarantee" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness or to assure any creditor against loss;

(v) "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vi) a "person" or "entity" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and any reference to a particular person or entity (as so defined) includes a reference to that person's or entity's executors, administrators, successors, substitutes (including by novation) and assigns;

(vii) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and if not having the force of law, with which responsible entities in the position of the relevant Party would normally comply;

(viii) the words "including", "for example" or "such as" when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

(ix) a provision of law or a regulation is a reference to that provision as amended or re-enacted;

(x) unless a contrary indication appears, a time of day is a reference to Sydney time;

(xi) a reference to United States dollars, USD or US$ is a reference to the lawful currency of the United States of America.

(b) In respect of a Dutch Obligor, a reference to:

(i) the "suspension of payments" or a "moratorium" includes *surseance van betaling*;

(ii) an "administrator" includes a *bewindvoerder*;

(iii) a "receiver" includes a *curator*; and

(iv) "a winding up", "administration" or "dissolution" includes *failliet verklaard* and *ontbonden*.

(c) An obligation to be performed by an "Obligor" or the "Obligors" binds each Obligor jointly and severally.

(d) Section, Clause and Schedule headings are for ease of reference only.

(e) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(f) An Event of Default, Default, or Review Event is "continuing" if it has not been remedied to the satisfaction of the Lenders (in their absolute discretion) or waived in writing or otherwise remedied in the manner provided in this Agreement.

1.3 **Security Trust Deed**

(a) Despite any other provision of this Agreement or another Finance Document to the contrary, each Party agrees that this Agreement and the other Finance Documents are subject in all respects to the Security Trust Deed.

(b) To the extent there is any inconsistency between a term of this Agreement or any other Finance Document (other than the Security Trust Deed) and the Security Trust Deed, the Security Trust Deed prevails.

1.4 **Obligors' agent**

(a) All communications and notices under the Finance Documents to and from the Obligors may be given to or by the Borrower and each Obligor irrevocably authorises each Finance Party to give those communications to the Borrower.

(b) Each Obligor (other than the Borrower) irrevocably appoints the Borrower to act on its behalf as its agent in connection with the Finance Documents and irrevocably authorises the Borrower on its behalf to:

(i) supply all information relating to itself as contemplated by any Finance Document to any Finance Party;

(ii) give and receive all communications and notices (including any Utilisation Request) and instructions under the Finance Documents; and

(iii) agree and sign all documents under or in connection with the Finance Documents (including any amendment, novation, supplement, extension or restatement of or to any Finance Document) without further reference to, or the consent of, that Obligor.

(c) An Obligor shall be bound by any act of the Borrower under this Clause 1.4 (*Obligors' agent*) irrespective of whether the Obligor knew about it or whether it occurred before the Obligor became an Obligor under any Finance Document.

(d) To the extent that there is any conflict between any communication or notice by the Borrower on behalf of an Obligor and any other Obligor, those of the Borrower shall prevail.

1.5 **Security Trustee's Limitation of Liability & Capacity**

Clause 1.3 (Security *Trustee's Limitation of Liability & Capacity*) of the Security Trust Deed is incorporated into this Agreement as if it were set out in full with any necessary changes.

2. FACILITIES

2.1 Facility A

(a) Subject to the terms of this Agreement, the Lenders will subscribe for Loan Notes in an aggregate principal amount equal to their respective Total Facility A Commitments on the applicable Utilisation Date and by way of that subscription make available to the Borrower a USD term loan note facility in an aggregate principal amount equal to the Total Facility A Commitments.

(b) If the Total Facility A Commitments are not utilised in full on the last day of the Availability Period, the whole of the Available Facility shall be automatically cancelled and the Total Facility A Commitments shall be reduced rateably at 00:01am (Brisbane time) on the day immediately after the last day of the Availability Period.

2.2 Finance Parties' rights and obligations

(a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

(b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor shall be a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance party include any debt owing to that Finance Party under the Finance Documents and for the avoidance of doubt, any part of a Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in the Facilities or its role under a Finance Document is a debt owing to that Finance Party by that Obligor.

(c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

2.3 Accordion Facility

(a) The Borrower may, subject to the remaining requirements of this Clause 2.3, seek commitments for a single additional USD term loan note facility from the Relevant Lenders on the same terms as Facility A, provided that the aggregate commitments for such facility will not exceed USD$10,000,000 (any such facility, once committed, being the **Accordion Facility**).

(b) Each Relevant Lender at such time must be given the right to accept an offer to provide the Accordion Facility (noting, for the avoidance of doubt, that no Relevant Lender is obliged to participate (nor procure that any of its nominees participate) in any Accordion Facility). The Relevant Lenders will have 15 Business Days to accept or decline to provide such Accordion Facility. If the Relevant Lenders at such time, together, accept commitments in relation to the

proposed Accordion Facility which, in aggregate, would exceed the Accordion Facility Commitments sought by the Borrower under its notice issued under paragraph (c) below (and which would otherwise comply with this Clause 2.3), the Accordion Facility will be allocated to such Relevant Lenders pro rata, in the proportion that that Relevant Lender's existing Total Commitments in respect of all Facilities at such time (or in the case of a Relevant Lender that is a nominee of an Original Facility A Lender, that Original Facility A Lender), bears to the aggregate Total Commitments of all such accepting Relevant Lenders under all Facilities at such time (unless otherwise agreed between all accepting Relevant Lenders). To the extent that the Relevant Lenders do not provide sufficient commitments to provide the full amount of Accordion Facility Commitments requested by the Borrower, the Borrower shall not be entitled to approach other third party financiers for any shortfall under the requested Accordion Facility.

(c) The Borrower may, by giving notice to the Original Facility A Lenders, request that the Relevant Lenders provide the Accordion Facility, provided that (unless all Lenders agree otherwise in writing):

(i) the Original Accordion Facility Lenders shall be any one or more of the Relevant Lenders;

(ii) no more than one Accordion Facility may be made available;

(iii) the requested commitments in respect of the Accordion Facility shall not exceed an aggregate amount of USD10,000,000;

(iv) the borrower in respect of the Accordion Facility shall be the Borrower;

(v) the Accordion Facility is on the same terms as Facility A including as to Termination Date (other than in respect of the Availability Period for that Accordion Facility and any conditions precedent to Utilisation of the Accordion Facility (provided that such conditions precedent shall not be more favourable to the Accordion Facility Lenders than the conditions precedent applicable to Facility A));

(vi) no Default or Review Event is subsisting or would result from the implementation and drawing in full of the Accordion Facility;

(vii) Facility A has been fully drawn; and

(viii) the Accordion Facility Effective Date must occur by no later than 30 days from (and including) Financial Close.

(d) In order to establish the Accordion Facility and subject to the provisions of this Clause 2.3, the Borrower will deliver the following documents duly completed and executed by the Borrower:

(i) the Accordion Facility Letter in respect of the Accordion Facility in sufficient counterparts to each Original Accordion Facility Lender and each other Lender;

(ii) a Loan Note Deed Poll in respect of the Accordion Facility in sufficient counterparts to each Original Accordion Facility Lender and each other Lender; and

(iii) to the extent that the Original Accordion Facility Lender is not already a Beneficiary of the Security Trust Deed, a Recognition Deed in sufficient counterparts to each Original Accordion Facility Lender and the Security Trustee with a copy thereof to each other Lender.

(e) Subject to compliance with the terms of this Clause 2.3, on and from the later to occur of the date that the Accordion Facility Letter and a Recognition Deed (as applicable) are duly executed by each applicable Party (including the Security Trustee, as applicable) (the **Accordion Facility Effective Date**) and provided that no Default or Review Event is continuing or would result from the implementation and drawing in full of the Accordion Facility:

(i) an Original Accordion Facility Lender is deemed to:

(A) have become a Party to this Agreement as the "Accordion Facility Lender" and accordingly a "Lender" in respect of such Accordion Facility, and is entitled to the benefits of each other Finance Document in its capacity as an Accordion Facility Lender (other than, for the avoidance of doubt, any Fee Letter in respect of which it is not a party); and

(B) make available the applicable Accordion Facility Commitment equal to the "Accordion Facility Commitment" set out opposite that Original Accordion Facility Lender's name in the Accordion Facility Letter, and make available the Accordion Facility, subject to the terms and conditions set out in the Accordion Facility Letter and this Agreement;

(ii) the aggregate commitments under the Accordion Facility shall be deemed to be the Total Accordion Facility Commitments;

(iii) From and with effect from the Accordion Facility Effective Date and subject to the terms and conditions of this Agreement and the relevant Accordion Facility Letter:

(A) the Accordion Facility Lenders will subscribe for Loan Notes in an aggregate principal amount equal to their respective Total Accordion Facility Commitments on the applicable Utilisation Date and by way of that subscription make available to the Borrower a USD term loan note facility in an aggregate principal amount equal to the Total Accordion Facility Commitments;

(B) the Borrower irrevocably authorises the Accordion Facility Lender (or person nominated by them, as applicable) to date the Loan Note Deed Poll on the Utilisation Date in respect of the Accordion Facility and the Borrower will be taken to have delivered the Loan Note Deed Poll in respect of the Accordion Facility forthwith;

(C) each Accordion Lender will be deemed to have instructed the Security Trustee to enter the Loan Notes to be issued under paragraph (iii) above in the Register. That entry will constitute issue of the Loan Notes;

(D) each Original Accordion Facility Lender will execute and deliver a Counterpart Signature Page and Joinder to the Warrant Registration Rights Agreement and become a party to the Warrant Registration Rights Agreement; and

(E) Tritium DCFC shall issue to each Original Accordion Facility Lender the Warrants to be issued to the Original Accordion Facility Lenders in accordance with the Warrant Registration Rights Agreement and the Warrant Agreement (the "**Accordion Warrants**") and shall deliver to each Original Accordion Facility Lender a certified copy of the Warrant Register evidencing the Accordion Warrants issued to that Original Accordion Facility Lender.

(f) If the Total Accordion Facility Commitments are not utilised in full on the last day of the Availability Period for the Accordion Facility, the whole of the Available Facility for the Accordion Facility shall be automatically cancelled and the Total Accordion Facility Commitments shall be reduced rateably at 00:01am (Brisbane time) on the day immediately after the last day of the Availability Period.

(g) Each Obligor confirms and acknowledges that each Obligor's obligations under the Finance Documents extend to and include any obligation to pay any amount under the Finance Documents, in each case resulting from the addition of the Accordion Facility which arises as a result of the procedure described in this Clause 2.3 (*Accordion Facility*).

3. PURPOSE

3.1 Purpose

(a) The Borrower shall apply all subscription amounts received by it from the issue of Loan Notes towards:

(i) in respect of Facility A, the refinancing of the Existing Facility (including any break costs, capitalised interest and prepayment fees associated therewith);

(ii) paying the Transaction Costs in relation to the Finance Documents and, in respect of Facility A, the refinancing of the Existing Facility;

(iii) funding general corporate requirements of the Group; or

(iv) any other purpose approved in writing by all of the Original Facility A Lenders in respect of Facility A, and all Lenders in respect of the Accordion Facility (in their absolute discretion).

(b) Paragraph (a) above is a limited list of purposes for which the proceeds of the Loan Notes may be applied and the proceeds may be used for no other purpose whatsoever.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1 Initial Conditions precedent

Without prejudice to the other conditions of this Agreement, no Facility A Lender will be obliged to comply with Clause 5.4 (*Lenders' participation*) in respect of Facility A

unless the Facility A Lenders have received all of the documents and other evidence listed in Part 1 of Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to all Facility A Lenders (in their absolute discretion).

4.2 **Further conditions precedent**

Subject to Clause 4.1 (*Initial Conditions precedent*), and Clause 2.3 (*Accordion Facility)*, the Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) if, on the date of the Utilisation Request, on CP Close and on the proposed Utilisation Date:

(a) no Default is continuing or would result from the proposed Utilisation;

(b) no Review Event would result from the proposed Utilisation; and

(c) the representations and warranties set out in Clause 17 (*Representations*) to be made by each Obligor are in all material respects correct and not misleading.

SECTION 3
UTILISATION

5. UTILISATION - LOANS

5.1 Delivery of a Utilisation Request

The Borrower may utilise a Facility by delivery to the Lenders under that Facility a Utilisation Request not later than 10.30am (New York time) five (5) Business Days prior to the proposed Utilisation Date duly completed and signed by an Authorised Officer of the Borrower.

5.2 Completion of a Utilisation Request

(a) A Utilisation Request for a Loan is irrevocable and will not be regarded as having been duly completed unless:

(i) the proposed Utilisation Date is a Business Day within the Availability Period;

(ii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*); and

(iii) the proposed Interest Period complies with Clause 9 (*Interest Periods*).

(b) Only one Loan may be requested in a Utilisation Request.

5.3 Currency and amount

(a) The currency specified in a Utilisation Request must be USD.

(b) The amount of the proposed Loan must be an amount equal to the Total Commitments in respect of that Facility.

5.4 Lenders' participation

(a) If the conditions set out in this Agreement have been met, each relevant Lender shall make its participation in each Loan in which it is participating available by the applicable Utilisation Date through its Facility Office by paying or applying (as applicable) those funds in accordance with the Utilisation Request. This will constitute the subscription for Loan Notes by each relevant Lender on the relevant Utilisation Date.

(b) The amount of each relevant Lender's participation in each such Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making that Loan.

5.5 Issue of Loan Notes

(a) On the Utilisation Date for a Loan, the Borrower shall issue Loan Notes to each Lender with:

(i) a maximum aggregate principal amount equal to the sum of the Lender's Commitment; and

(ii) an aggregate principal amount outstanding equal to the Lender's Loans outstanding from time to time.

(b) The Borrower will before CP Close execute the Loan Note Deed Poll in respect of Facility A and forward it to the Lenders (or such other person as the Lenders may direct) in escrow. On the Utilisation Date, the Lenders (or person nominated by the Lenders (as applicable)) will date the Loan Note Deed Poll in respect of Facility A and the Borrower will be taken to have delivered the Loan Note Deed Poll in respect of Facility A.

(c) On the Utilisation Date in respect of Facility A, each Lender will instruct the Security Trustee to enter the Loan Notes to be issued under paragraph (a) in the Register. That entry will constitute issue of the Loan Notes in respect of Facility A.

SECTION 4
REPAYMENT, PREPAYMENT AND CANCELLATION

6. REPAYMENT

(a) The Borrower shall repay each outstanding Loan Note together with all accrued and unpaid interest amounts and the Exit Fee on the Termination Date.

(b) The Borrower may not reborrow any part of a Facility which is repaid.

7. ILLEGALITY, MANDATORY REPAYMENT AND VOLUNTARY PREPAYMENT

7.1 Illegality

If it becomes unlawful (or impossible as a result of a change in law or regulation) in any jurisdiction for a Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in any Utilisation:

(a) that Lender shall promptly notify the Borrower upon becoming aware of that event;

(b) upon that Lender notifying the Borrower, the Commitment of that Lender will be immediately cancelled; and

(c) the Borrower shall repay that Lender's participation in each Utilisation made to the Borrower on:

(i) the later of the last day of the current Interest Period for the Utilisation and the 30th day after that Lender has notified the Borrower; or

(ii) if earlier, the date specified by that Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

7.2 Mandatory prepayment

(a) (**Change of Control or trade sale**) Upon the occurrence of:

(i) a Change of Control; or

(ii) a disposal of all or substantially all of the assets of a member of the Group (whether in a single transaction or a series of related transactions),

all Facilities and the Commitments will be immediately cancelled on the occurrence of any such event and all outstanding Utilisations together with accrued and unpaid interest, and all other amounts accrued under the Finance Documents, shall become due and payable within 30 days of the occurrence of such event. The Borrower will advise the Lenders before any event specified in this Clause 7.2(a) occurs and discuss whether the Lenders are willing to waive (in their discretion) this Clause 7.2(a) on the occurrence of that event.

(b) (**Insurance Proceeds**) The Borrower must procure that all Insurance Proceeds (other than Excluded Insurance Proceeds) received by an Obligor must be applied (in accordance with the provisions of Clause 7.5 (*Application of repayments and prepayments*) to permanently prepay the Utilisations within 45 Business Days of the occurrence of such event.

7.3 **Voluntary prepayment of Loans**

Subject to Clause 7.7 (*Prepayment fee*) and Clause 10.4 (*Exit Fee)*, the Borrower may, if it gives the Lenders not less than ten (10) Business Days' (or such shorter period as the Lenders (in their absolute discretion) may agree) prior notice, prepay the whole or any part of the Loans and provided that, if in part, the amount of the prepayment reduces the amount of the Loans by a minimum amount of US$1,000,000 and a whole multiple of US$1,000,000.

7.4 **Break Costs**

(a) The Borrower shall, within three (3) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.

(b) Each Lender shall, as soon as reasonably practicable after a demand by the Borrower, provide a certificate to the Borrower confirming the amount of its Break Costs for any Interest Period in which they accrue.

7.5 **Application of repayments and prepayments**

Any repayment or prepayment of the Loans pursuant to Clauses 7.2 (*Mandatory prepayment*), 7.3 (*Voluntary prepayment of Loan*) or 19.4 (*Equity Cure*) shall be applied pro rata to each Lender's participation in the Loans.

7.6 **Restrictions**

(a) Any notice of cancellation, repayment or prepayment given by any Party under this Clause 7 (*Illegality, Mandatory Repayment, Voluntary Prepayment and Cancellation*) shall (subject to the terms of those Clauses) be irrevocable and, shall specify the date or dates upon which the relevant cancellation, repayment or prepayment is to be made and the amount of that cancellation, repayment or prepayment.

(b) Subject to Clause 7.7 (*Prepayment Fee*) and Clause 10.4 (*Exit Fee)*, any repayment or prepayment under this Clause 7 (*Illegality, Mandatory Repayment, Voluntary Prepayment and Cancellation*) shall be made together with accrued interest on the amount repaid or prepaid and, subject to any Break Costs, without premium or penalty.

(c) Any part of a Facility which is prepaid may not be reborrowed.

(d) The Borrowers shall not repay or prepay all or any part of the Utilisations or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

(e) No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

7.7 **Prepayment fee**

(a) If all or any part of a Loan is prepaid at any time prior to the Termination Date pursuant to Clause 7.3 (*Voluntary prepayment of Loans*), Clause 7.2(a) (*Mandatory prepayment*) or Clause 19.4 (*Equity Cure*) (the "**Relevant Prepaid Loan Amount**"), then that prepayment may only be made if, in addition, to all other sums required to be paid under this Agreement in connection with that prepayment (including, without limitation, the Exit Fee), the Borrower pays to each of the Lenders in respect of the Facility to which that Relevant Prepaid Loan Amount relates (the "**Relevant Lenders**") on or before the date of such prepayment a Prepayment Fee (as defined below).

(b) The Prepayment Fee:

(i) shall be calculated by the Relevant Lenders or on behalf of the Relevant Lenders by such person as the Relevant Lenders shall designate acting reasonably and in good faith; and

(ii) "**Prepayment Fee**" means:

(A) during the Non-Call Period, the Make-whole Amount;

(B) during the period from (and including) the first day after the expiry of the Non-Call Period to (and including) the date falling 12 months after Financial Close ("**First Period**"), an amount equal to:

(I) 2.50% of the principal amount of that Relevant Prepaid Loan Amount; *plus*

(II) accrued interest, fees and Break Costs in respect of the Relevant Prepaid Loan Amount;

(B) from (and including) the first day after the expiry of the First Period to (and including) the date falling 18 months after Financial Close ("**Second Period**"), an amount equal to:

(I) 1.25% of the principal amount of the Relevant Prepaid Loan Amount; *plus*

(II) accrued interest, fees and Break Costs in respect of the Relevant Prepaid Loan Amount; and

(C) from (and including) the day after the expiry of the Second Period to (and including) the date falling 24 months after Financial Close ("**Third Period**"), an amount equal to:

(I) 0.625% of the principal amount of the Relevant Prepaid Loan Amount; *plus*

(II) accrued interest, fees and Break Costs in respect of in respect of the Relevant Prepaid Loan Amount; and

(D) any day from (and including) the day after the expiry of the Third Period, no Prepayment Fee shall be payable under this Clause 7.7(b).

SECTION 5
COSTS OF UTILISATION

8. INTEREST

8.1 Calculation of interest

The rate of interest on each Loan Note for each Interest Period is the Coupon Rate.

8.2 Payment of interest

(a) The Borrower shall make payment of any interest payable under Clause 8.1 above in respect of an Interest Period on the Interest Payment Date for that Interest Period in cash.

(b) Subject to Clause 8.3 (*Default Interest*) below, the Borrower shall pay accrued and unpaid interest on each Loan on the Termination Date or, if earlier, the date on which that Loan Note is repaid or redeemed.

8.3 Default interest

(a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is the sum of two (2) per cent per annum and the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Lenders (acting reasonably). Any interest accruing under this Clause 8.3 (*Default interest*) shall be immediately payable by the Obligor on demand by the Lenders.

(b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:

(i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(ii) the rate of interest applying to the overdue amount during that first Interest Period shall be the sum of two (2) percent per annum and the rate which would have applied if the overdue amount had not become due.

(c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

9. INTEREST PERIODS

9.1 Interest Periods

(a) Subject to this Clause 9 (*Interest Periods*), each Interest Period in respect of a Loan is three (3) months.

(b) An Interest Period for a Loan shall not extend beyond the Termination Date.

(c) Each Interest Period for a Loan shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.

(d) The first Interest Period for a Loan under an Accordion Facility shall start on the Utilisation Date in respect thereof and end on the last day of the current Interest Period for the Loan under Facility A.

9.2 **Non-Business Days**

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or on the preceding Business Day (if there is not).

10. **FEES**

10.1 **Commitment fee**

(a) In consideration for, among other things, each Facility A Lender's entry into and performance of their obligations under this Agreement, the Borrower shall on Financial Close pay to each Facility A Lender a non-refundable commitment fee in an amount equal to 1.00% of the Commitment of that Facility A Lender.

(b) In consideration for, among other things, each Accordion Lender's entry into and performance of their obligations under this Agreement and an Accordion Facility Letter, the Borrower shall on the relevant Utilisation Date under the Accordion Facility pay to each relevant Accordion Facility Lender a non-refundable commitment fee in an amount equal to 1.00% of the Accordion Facility Commitments of that Accordion Lender.

10.2 **Original Issue Discount**

(a) In consideration for, among other things, the performance by the Facility A Lenders of their obligations as contemplated under the Finance Documents, the Borrower shall on Financial Close pay to each Facility A Lender a non-refundable fee (the "**OID**") in an amount equal to 2.50% of that Facility A Lender's Commitment as at Financial Close.

(b) In consideration for, among other things, the performance by an Accordion Lender of their obligations as contemplated under the Finance Documents (including the Accordion Facility Letter), the Borrower shall relevant Utilisation Date under the Accordion Facility pay to each relevant Accordion Facility Lender a non-refundable fee in an amount equal to 2.50% of that Accordion Facility Lender's Accordion Facility Commitment as at the relevant Accordion Facility Effective Date.

10.3 **Security Trustee's fee**

The Borrower shall pay to the Security Trustee (for its own account) a fee in the amount and at the times agreed in a Fee Letter.

10.4 **Exit Fee**

The Borrower shall, without prejudice to its obligations under this Agreement and the other Finance Documents, pay to each Lender on each Redemption Date an exit fee in an amount equal to 2.50% of the principal amount of each Loan Note of that Lender being repaid or prepaid (**Exit Fee**).

SECTION 6
ADDITIONAL PAYMENT OBLIGATIONS

11. TAX GROSS UP AND INDEMNITIES

11.1 Definitions

In this Clause 11 (*Tax Gross Up and Indemnities*):

"**Protected Party**" means a Finance Party which is or will be, for or on account of Tax, subject to any liability (including by way of withholding or deduction) or required to make any payment in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax.

"**Tax Payment**" means the payment of an additional amount by an Obligor to a Finance Party under Clause 11.2 (*Tax gross-up*) or a payment under Clause 11.3 (*Tax indemnity*).

11.2 Tax gross-up

(a) Each Obligor shall make all payments to be made by it under the Finance Documents without any Tax Deduction unless such Tax Deduction is required by law.

(b) The Borrower or a Finance Party shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the relevant Finance Parties or the Borrower (respectively).

(c) If a Tax Deduction is required by law to be made by an Obligor except in relation to a Tax described in Clause 11.3(b)(i) (*Tax indemnity*), the Obligor shall pay an additional amount together with the payment so that, after making any Tax Deduction, the Finance Party receives an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Finance Party entitled to the payment evidence satisfactory to that Finance Party, acting reasonably, that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

11.3 Tax indemnity

(a) The Borrower shall (within three (3) Business Days of demand by the Protected Party or the date specified in the demand (whichever is later)) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document or a transaction or payment under it.

(b) Paragraph (a) shall not apply:

(i) with respect to any Tax assessed on a Finance Party if that Tax is imposed on or calculated by reference to the overall net income of that Finance Party:

(A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction;

(ii) to the extent the relevant loss, liability or cost relates to a FATCA Deduction required to be made by a Party;

(iii) to the extent the relevant loss, liability or cost is compensated for by an increased payment under Clause 11.2 (*Tax gross-up*).

(c) A Protected Party making or intending to make a claim pursuant to paragraph (a) above shall promptly notify the Borrower of the event which will give, or has given, rise to the claim.

(d) A Protected Party shall, on receiving a payment from an Obligor under this Clause 11.3 (*Tax indemnity*), notify the Borrower.

11.4 **Tax Credit**

If an Obligor makes a Tax Payment and the relevant Finance Party determines in its absolute discretion that:

(a) a Tax Credit is attributable to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) that Finance Party has obtained, utilised and retained that Tax Credit,

subject to Clause 25 (*Conduct of business by the Finance Parties*), the Finance Party shall pay an amount to the Obligor which that Finance Party determines in its absolute discretion will leave it (after that payment) in the same after-Tax position as it would have been in had the circumstances not arisen which caused the Tax Payment to be required to be made by the Obligor.

11.5 **Stamp duties and Taxes**

The Borrower shall:

(a) pay; and

(b) within three (3) Business Days of demand or the date specified in the demand (whichever is later), indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to,

all stamp duty, registration and other similar Taxes payable in respect of any Finance Document except Transfer Certificates.

11.6 **Indirect Tax**

(a) All payments to be made by an Obligor under or in connection with any Finance Document have been calculated without regard to Indirect Tax. If all or part of any such payment is the consideration for a taxable supply or chargeable with Indirect Tax then, when the Obligor makes the payment:

(i) it must pay to the Finance Party an additional amount equal to that payment (or part) multiplied by the appropriate rate of Indirect Tax; and

(ii) the Finance Party will promptly provide to the Obligor a tax invoice complying with the relevant law relating to that Indirect Tax.

(b) Where a Finance Document requires an Obligor to reimburse or indemnify a Finance Party for any costs or expenses, that Obligor shall also at the same time pay and indemnify that Finance Party against all Indirect Tax incurred by that Finance Party in respect of the costs or expenses save to the extent that that Finance Party is entitled to repayment or credit in respect of the Indirect Tax. The Finance Party will promptly provide to the Obligor a tax invoice complying with the relevant law relating to that Indirect Tax.

11.7 **FATCA Deduction**

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the other Finance Parties.

12. INCREASED COSTS

12.1 **Increased costs**

(a) Subject to Clause 12.3 (*Exceptions*), the Borrower shall, within three (3) Business Days of a demand or the date specified in the demand (whichever is later) by a Finance Party, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of a Change in Law.

(b) In this Agreement, "**Change in Law**" means the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation, in each case made after the date of this Agreement. This includes, without limitation, any law or regulation with regard to capital adequacy, prudential limits, liquidity, reserve assets or Tax.

(c) In this Agreement, "**Increased Costs**" means:

(i) a reduction in the rate of return from a Facility or on a Finance Party's (or its Affiliate's) overall capital (including, without limitation, as a result of any reduction in the rate of return on capital as more capital is required to be allocated);

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

12.2 **Increased cost claims**

(a) A Finance Party intending to make a claim pursuant to Clause 12.1 (*Increased costs*) shall notify the Borrower of the event giving rise to the claim.

(b) Each Finance Party shall, as soon as practicable after a demand by the Borrower, provide a certificate confirming the amount of its Increased Costs.

12.3 **Exceptions**

Clause 12.1 (*Increased costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction required by law to be made by an Obligor;

(b) attributable to a FATCA Deduction required to be made by a Party;

(c) compensated for by Clause 11.3 (*Tax indemnity*) (or would have been compensated for under Clause 11.3 (*Tax indemnity*) but was not so compensated solely because one of the exclusions in Clause 11.3(b) (*Tax indemnity*) applied); or

(d) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.

13. **OTHER INDEMNITIES**

13.1 **Currency indemnity**

(a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against that Obligor; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within three (3) Business Days of demand or the date specified in the demand (whichever is later), indemnify each Finance Party to whom that Sum is due against any cost, expense, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

13.2 **Other indemnities**

The Borrower shall (or shall procure that an Obligor will), within three (3) Business Days of demand or the date specified in the demand (whichever is later), indemnify each Finance Party against any cost, expense, loss or liability (including legal fees) incurred by that Finance Party as a result of:

(a) the occurrence of any Event of Default;

(b) any information produced or approved by the Borrower under or in connection with the Finance Documents or the transactions they contemplate being or being alleged to be misleading or deceptive in any respect;

(c) any enquiry, investigation, subpoena (or similar order) or litigation with respect to any Obligor or with respect to the transactions contemplated or financed under this Agreement;

(d) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 26 (*Sharing Among the Finance Parties*);

(e) funding, or making arrangements to fund, its participation in a Utilisation requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);

(f) a Utilisation (or part of a Utilisation) not being prepaid in accordance with a notice of prepayment given by the Borrower; or

(g) an amount being paid or payable by that Finance Party to the Security Trustee in accordance with the Security Trust Deed or any other Finance Document.

14. MITIGATION BY THE FINANCE PARTIES

14.1 Mitigation

(a) Each Finance Party shall in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable to it under, or its Commitment cancelled pursuant to, any of the following Clauses: Clause 7.1 (*Illegality*), Clause 11 (*Tax Gross Up and Indemnities*) (other than Clause 11.6 (*Indirect Tax*)) or Clause 12 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents including under Clause 11 (*Tax Gross Up and Indemnities*).

14.2 Indemnity and limitation of liability

(a) The Borrower shall (or shall procure that an Obligor will) promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 14.1 (*Mitigation*).

(b) A Finance Party is not obliged to take any steps under Clause 14.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

15. COSTS AND EXPENSES

15.1 Transaction expenses

The Borrower shall promptly on demand pay each of the Finance Parties the amount of all third party costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution, registration and syndication of the Finance Documents.

15.2 Amendment costs

If (a) an Obligor requests an amendment, waiver or consent, (b) an amendment is required pursuant to Clause 29.7 (*Change of currency*) or (c) an amendment, waiver or consent is otherwise required, the Borrower shall, within three (3) Business Days of demand or the date specified in the demand (whichever is later), reimburse the Finance Parties for the amount of all costs and expenses (including legal fees) reasonably incurred by or for the account of the Finance Parties in responding to, evaluating, negotiating or complying with that request or requirement or otherwise effecting such amendment, waiver or consent.

15.3 Enforcement costs

The Borrower shall, within three (3) Business Days of demand or the date specified in the demand (whichever is later), pay to each Finance Party the amount of all costs and expenses (including legal fees) incurred by that Finance Party in connection with:

(a) the enforcement of, or the preservation of any rights under, any Finance Document;

(b) anything referred to in Clause 13.2(c) (*Other indemnities*); or

(c) any proceedings instituted by or against the Security Trustee as a consequence of taking or holding the Transaction Security.

16. FATCA INFORMATION

(a) Subject to paragraph (c) below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party;

(ii) supply.to.that.other.Party.such.forms,.documentation.and.other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

(b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(ii) shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any fiduciary duty; or

(iii) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

SECTION 8
REPRESENTATIONS, UNDERTAKINGS, EVENTS OF DEFAULT AND REVIEW EVENT

17. REPRESENTATIONS

Each Obligor makes the representations and warranties set out in this Clause 17 (*Representations*) (other than Clause 17.14 (*Not Trustee*), in the case of each Additional Guarantor that is a Trustee) to each Finance Party on the date of this Agreement, in the case of an Additional Guarantor, the day on which that entity becomes (or it is proposed that the entity becomes) an Additional Guarantor and on the other dates set out in Clause 17.35 (*Repetition*).

17.1 Status

(a) It is a body corporate, duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

(b) It and each of its Subsidiaries has full legal capacity and the power to own its assets and carry on its business as it is being conducted.

17.2 Binding obligations

The obligations expressed to be assumed by it in each Finance Document to which it is expressed to be a party are, subject to any necessary stamping and registration requirements in respect of the Security Documents, equitable principles and laws generally affecting creditors' rights, legal, valid, binding and enforceable obligations.

17.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with: (a) any law or regulation applicable to it;

(b) its or any of its Subsidiaries' constitutional documents; or

(c) any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets in any material respect.

17.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

17.5 Authorisations

All Authorisations required or desirable:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;

(b) to ensure the Finance Documents to which it is a party are valid, enforceable and admissible in evidence in its jurisdiction of incorporation; and

(c) for it and its Subsidiaries to carry on their business, where failure to obtain or maintain that Authorisation might have a Material Adverse Effect,

have been obtained or effected and are in full force and effect and have been complied with in all respects.

17.6 **Governing law and enforcement**

(a) The choice of law referred to in any Finance Document as the governing law of that Finance Documents will be recognised and enforced in its jurisdiction of incorporation, subject to the general principles of law in that jurisdiction.

(b) Any judgment obtained against it in the court specified in the relevant Finance Document in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation, subject to the general principles of law in that jurisdiction.

17.7 **No filing or stamp taxes**

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents (excluding the Warrant Documents) be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax (other than nominal stamp duty payable in respect of the Security Trust Deed) be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents and other than registration of the Securities under the PPSA or registration of Securities under applicable law in an Obligor's jurisdiction, it is not necessary that a Finance Document or any other document be filed or registered with any Governmental Agency to ensure:

(a) the validity, enforceability or admissibility in evidence of the Finance Documents in any relevant jurisdiction; or

(b) that each Finance Document which is a Security has the priority it is intended to have.

17.8 **No default**

(a) No Event of Default or Review Event is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document.

(b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or its Subsidiaries') assets are subject which might have a Material Adverse Effect.

17.9 **Security**

(a) Subject to any perfection requirements, equitable principles and laws affecting creditors' rights generally, each Security it has granted to a Beneficiary or to the Security Trustee creates the security which it is expressed to create and over the property it is expressed to apply to and, other than in respect of Permitted Security, has first ranking priority.

(b) It is the sole legal and beneficial owner of the Secured Property purported to be charged or mortgaged by it under the Security Documents, free from any Security other than Permitted Security.

17.10 **No misleading information**

(a) Any factual information provided by or on behalf of an Obligor or any other member of the Group (excluding financial projections) in connection with the Finance Documents and the transactions they contemplate was true and accurate in all material respects and was not misleading as at the date it was provided or as at the date (if any) at which it is stated.

(b) Any financial projections provided by an Obligor have been prepared in good faith and with due care and skill on the basis of recent historical information and on the basis of reasonable assumptions.

(c) Nothing has occurred or been omitted from the information provided in writing in connection with the Finance Documents and no information has been given or withheld that results in the information provided by or on behalf of an Obligor being untrue or misleading in any material respect.

(d) It has disclosed to the Finance Parties all facts relating to it and its Subsidiaries, the Secured Property, and the Finance Documents and the transactions contemplated by them, which a reasonable person in its position would consider material to a Finance Party's decision to enter into the Finance Documents.

17.11 **Financial Statements**

(a) Its Financial Statements and Monthly Management Accounts were prepared in accordance with the Relevant Accounting Standard consistently applied unless expressly disclosed to the contrary in those Financial Statements or Monthly Management Accounts.

(b) Its Financial Statements and Monthly Management Accounts give a true and fair view (in the case of Financial Statements) or fairly represent (in the case of Monthly Management Accounts) its financial condition and operations (consolidated in the case of the Borrower) during the relevant Financial Year, Financial Half Year, Financial Quarter or Month (as applicable) unless expressly disclosed to the contrary in those Financial Statements or Monthly Management Accounts (respectively).

(c) There has been no adverse change in its business or financial condition (or, in the case of an Obligor that is a Trustee, the business or financial condition of the relevant Trust) since the date to which its most recent Financial Statements or Monthly Management Accounts (as applicable) given to the Finance Parties were prepared.

17.12 **Pari passu ranking**

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

17.13 **No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have been started or threatened against it or any of its Subsidiaries.

17.14 **Not Trustee**

It does not enter any Finance Document or hold any property as a trustee.

17.15 **Authorised Signatories**

Any person specified as its Authorised Officer under Schedule 2 (*Conditions Precedent*) or Clause 18.4(g) (*Information: miscellaneous*) is authorised to sign Utilisation Requests and other notices on its behalf except where it has previously notified the Lenders that the authority has been revoked.

17.16 **Insurance**

All Insurance Policies are in effect and current and meet the requirements of this Agreement, it has not made any material misrepresentation or omission to its insurers and it is not aware of any reason why any of the Insurance Policies may be terminated or why any of its insurers may refuse to pay a claim when made. All premiums and other amounts necessary to effect and maintain in force each Insurance Policy have been duly paid when due.

17.17 **Benefit**

It benefits by entering into the Finance Documents to which it is a party.

17.18 **No immunity**

It does not, nor do its assets, enjoy immunity from any suit or execution.

17.19 **No benefit to related party**

If it is an Australian Obligor, it has not, and so far as it is aware, no person has contravened or will contravene section 208 or 209 of the Australian Corporations Act (or equivalent provisions (if any) in other jurisdictions) by entering into any Finance Document or participating in any transaction in connecting with a Finance Document.

17.20 **Completeness of information**

So far as it is aware there is no fact or circumstance known to it which it has not disclosed in writing to a Finance Party which is reasonably considered by it to be material to the assessment by a prudent financier of any Obligor's status, creditworthiness, prospects, business or condition or to the decision to enter into and perform its obligations under the Finance Documents (including any fact or circumstances which has had or may have a Material Adverse Effect on any Obligor).

17.21 **Tax Consolidation**

No Australian Obligor is a member of a Tax Consolidated Group which has not been disclosed and consented to, by all the Lenders.

17.22 **Anti-bribery and corruption**

No Obligor has, or is aware (having made reasonable enquiries) of any director, officer, employee, Affiliate, Controlled Entity or other person on its behalf having, taken any action on behalf of that Obligor that would result in a violation by the Obligor of any anti-bribery law that is applicable to that Obligor or its business, including but not limited to, the United Kingdom Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977. Furthermore, each Obligor has conducted its businesses in compliance with the anti-bribery laws that are applicable to that Obligor (including AML/CTF Laws) or its business and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

17.23 **Sanctions**

None of the Obligors nor any of their respective Controlled Entities or any director or officer, or, as far as it is aware (having made reasonable enquiries) any employee, agent, or Affiliate, of any Obligor, any Obligor or any of their respective Subsidiaries is an individual or entity ("**Person**") that is, or is controlled by Persons that are:

(a) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or Australian Department of Foreign Affairs and Trade (collectively, "**Sanctions**"); or

(b) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions, including, without limitation, the Crimea region, Cuba, Iran, North Korea, Sudan and Syria.

17.24 **Foreign Assets Control Regulations, etc.**

(a) No Group member nor any Controlled Entity (i) is a Blocked Person, (ii) has been notified that its name appears or may in the future appear on a Sanctions List, or (iii) is a target of sanctions that have been imposed by the United Nations, the European Union, the UK or Australia.

(b) No Group member nor any Controlled Entity (i) has violated, been found in violation of, or been charged or convicted under, any applicable Economic Sanctions Laws, AML/CTF Laws or (ii) to an Obligor's knowledge, is under investigation by any Governmental Agency for possible violation of any Economic Sanctions Laws, AML / CTF Laws.

(c) No part of the proceeds from a Loan hereunder:

(i) constitutes or will constitute funds obtained on behalf of any Blocked Person or will otherwise be used by the Borrower, any Group member or any Controlled Entity, directly or indirectly, (A) in connection with any investment in, or any transactions or dealings with, any Blocked Person, (B) for any purpose that would cause any Finance Party to be in violation of any Economic Sanctions Laws or (C) otherwise in violation of any Economic Sanctions Laws;

(ii) will be used, directly or indirectly, in violation of, or cause any Finance Party to be in violation of, any applicable AML/CTF Laws; or

(iii) will be used, directly or indirectly, for the purpose of making any improper payments, including bribes, to any governmental official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause any Finance Party to be in violation of, any applicable AML/CTF Laws.

17.25 **Status under Certain Statutes**

No Group member is subject to regulation under the following US legislation, Investment Company Act of 1940, the Public Utility Holding Company Act of 2005, the ICC Termination Act of 1995, or the Federal Power Act.

17.26 **Shares**

(a) The shares, membership or other interests, or other securities in or issued by any member of the Group which are subject to the Security granted in favour of the Security Trustee are fully paid and not subject to any option to purchase or similar rights, other than, in each case, as contemplated in the Warrant Agreement with respect to the shares of Tritium DCFC.

(b) The constitutional or other documents of entities whose shares, membership, units or other interests, or other securities are subject to the Security granted in favour of the Security Trustee do not and could not restrict or inhibit any transfer or creation or enforcement of the Security granted in favour of the Security Trustee.

17.27 **Group Structure Chart**

The Group Structure Chart most recently provided to the Lenders sets out the true and correct corporate structure and ownership of the Group as at, in respect of the Group Structure Chart delivered as a condition precedent to CP Close, CP Close or, in respect of any subsequent Group Structure Chart delivered, the date of such delivery, and does not omit any material detail.

17.28 **Insolvency Event**

No Insolvency Event has occurred in relation to it or any other member of the Group.

17.29 **No breach of laws**

It has not breached any law binding on it or any of its assets which breach has had, or is reasonably likely to have, a Material Adverse Effect.

17.30 **Ownership of Assets**

It is the sole legal and beneficial owner, or is entitled to use, all assets necessary for the conduct of its business as presently conducted where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

17.31 **Intellectual Property**

Each member of the Group owns or has licensed to it on arm's length terms, or otherwise has available to it, all Material Intellectual Property.

17.32 **Holding Company**

Holdco is a special purpose company and has not carried on, and will not carry on, any business or incurred any liabilities other than by entering into and performing the Finance Documents to which it is a party (together with the payment of amounts pursuant to, or in connection with, such arrangements) and performing Permitted Holding Company Activities.

17.33 **Tritium DCFC**

Tritium DCFC:

(a) does not have any direct Subsidiaries except for Holdco and SPAC; and

(b) has not engaged in any trading, business or other activities (either alone or in partnership or joint venture) or incurred any liabilities, other than performing the Permitted Tritium DCFC Activities.

17.34 **Reliance**

Each Obligor acknowledges that each Finance Party has entered into the Finance Documents to which it is a party in reliance on the representations and warranties in the Finance Documents.

17.35 **Repetition**

The representations and warranties set out in this Clause 17 (*Representations*) (other than Clause 17.10(d) (*No misleading information*)) are deemed to be made by each Obligor by reference to the facts and circumstances then existing on:

(a) the date of this Agreement;

(b) the date of Financial Close;

(c) (if applicable) the Accordion Facility Effective Date;

(d) the date of the Utilisation Request and each Compliance Certificate and the first day of each Interest Period;

(e) the date of exercise of rights under the Warrants; and

(f) in the case of an Additional Guarantor, the day on which the company becomes (or it is proposed that the company become) an Additional Guarantor.

18. INFORMATION UNDERTAKINGS

The undertakings in this Clause 18 (*Information Undertakings*) remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

18.1 **Financial Statements, etc**

The Borrower at its own cost shall supply to the Lenders:

(a) as soon as the same become available, but in any event within 120 days after the end of Tritium DCFC's Financial Years the Financial Statements of the Group on a consolidated basis for that Financial Year audited by an auditor approved in writing by the Lenders (in their absolute discretion) without any "going concern" qualification or similar qualification or exception (and for this purpose an "emphasis of matter" statement will not constitute a qualification or exception) and without any qualification or exception as to the scope of the audit on which such opinion is based;

(b) as soon as the same become available, but in any event within 90 days after the end of each of Tritium DCFC's Financial Half-Years, the audited consolidated Financial Statements of the Group for that Financial Half-Year;

(c) as soon as the same become available, but in any event within 30 days after the end of each calendar month, Monthly Management Accounts for that calendar month;

(d) a budget (which must take into account actual revenue and expenses, the forecast revenue and expenses of the Group, and any Equity Contributions received by the Obligors or to be made to the Obligors (or any of them)) in form and substance satisfactory to the Lenders (such update, an "**Updated Budget**") within 60 days of end of SPAC's Financial Years (commencing from the Financial Year ended 31 December 2022); and

(e) if the Lenders notify the Borrower that they reasonably believe that a Default or Review Event has occurred, an updated Valuation on request by the Lenders.

18.2 **Compliance Certificate**

(a) The Borrower shall supply to the Lenders as a condition precedent to CP Close as contemplated in Clause 4.1 (*Initial Conditions Precedent)* and with each set of its Financial Statements, and with each set of Monthly Management Accounts for a calendar month ending on a Financial Quarter, delivered pursuant to 18.1(a), 18.1(b) and 18.1(c) (*Financial Statements, etc*), a Compliance Certificate:

(i) if the period to which the Compliance Certificate relates includes a Compliance Date or TTAR Compliance Date, setting out (in reasonable detail) computations as to compliance with Clause 19 (*Financial Covenants*), in each case as at (as applicable):

(A) in respect of the Financial Statements contemplated in clauses 18.1(a) and 18.1(b) (respectively), the date as at which those Financial Statements were drawn up; and

(B) in respect of the Monthly Management Accounts contemplated in clause 18.1(c) for a calendar month ending on a Financial Quarter, the date as at which those Monthly Management Accounts were drawn up; and

(ii) confirming the Liquidity Reserve Amount;

(iii) confirming that no Default or Review Event is continuing;

(iv) confirming compliance with Clause 20.13 (*Guarantors*) together with:

(A) the aggregate Total Tangible Assets held by the Guarantors expressed as a percentage of the Total Tangible Assets of the Group; and

(B) the aggregate EBITDA generated by the Guarantors over the previous 12 month period expressed as a percentage of the EBITDA generated by the Group over that period,

in each case as at the most recent Compliance Date or TTAR Compliance Date (as applicable).

(b) Each Compliance Certificate shall be signed by two (2) directors of the Borrower and, if required to be delivered with the Financial Statements delivered pursuant to Clause 18.1(a) or Clause 18.1(b) (*Financial Statements, etc*), by the Borrower's auditors.

18.3 **Requirements as to Financial Statements**

(a) Each set of Financial Statements or Monthly Management Accounts delivered by the Borrower pursuant to Clause 18.1(a), 18.1(b) or 18.1(c) (*Financial Statements, etc*) shall be certified by a director of the relevant company as giving a true and fair view (in the case of annual Financial Statements for a Financial Year or semi-annual Financial Statements for a Financial Half-Year) or certified by the Chief Financial Officer of the relevant company as fairly representing (in the case of Monthly Managements Accounts for a month) its financial condition as at the date as at which those Financial Statements or Monthly Management Accounts (as applicable) were drawn up.

(b) The Borrower shall procure that each set of Financial Statements delivered pursuant to Clause 18.1(a), 18.1(b) or 18.1(c) (*Financial Statements, etc*) is prepared using the Relevant Accounting Standards applicable to Tritium DCFC.

(c) The Borrower shall procure that each set of Financial Statements delivered gives a true and fair view of the financial position and performance of the consolidated entity or, in respect of each set of Monthly Management Accounts, fairly represents the financial condition of the consolidated entity, in the case of financial position, as at the date stated in the Financial Statements or Monthly Management Accounts (as applicable), and, in the case of financial performance, for the Financial Year, Financial Half-Year or month to which those Financial Statements and Monthly Management Accounts (as applicable) relate.

18.4 **Information: miscellaneous**

The Borrower shall supply to the Lenders:

(a) promptly, details of an event occurs which gives rise, or may give rise, to an insurance claim of US$100,000 (or its equivalent in another currency or currencies) or more or upon an insurance claim of US$100,000 (or its equivalent in another currency or currencies) or more being refused either in whole or in part;

(b) all documents dispatched by an Obligor to its shareholders (or any class of them), any filings made by Tritium DCFC to any stock exchange (including any notice relating to a trading halt or suspension of shares in Tritium DCFC) or its creditors generally (or any class of them) at the same time as they are dispatched;

(c) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group, which, if adversely determined, is reasonably likely to give rise to a liability for one or more Obligors in excess of US$100,000 (or its equivalent in another currency or currencies) in aggregate or which, if adversely determined, is reasonably likely to have a Material Adverse Effect;

(d) promptly, such further data and information relating to the business, operations, affairs, financial condition, assets or properties of any Obligor or any of its Subsidiaries or relating to the ability of any Obligor to perform its obligations hereunder and under the Finance Documents as from time to time may be requested by any Lender (in its absolute discretion), except to the extent that disclosure of that information would breach any law, regulation, stock exchange requirement;

(e) promptly, all access (to a Finance Party and its advisors) to any Obligor's premises, assets, books, accounts and records for inspections or investigative accounting purposes as any Finance Party may reasonably request, except to the extent that disclosure of that information would breach any law, regulation, stock exchange requirement;

(f) within a reasonable period of time (and, in any event, no later than 20 Business Days) after the acquisition or creation of any new Subsidiary of a Group member after the date of this Agreement (and without prejudice to any other obligations hereunder, including pursuant to Clause 20.7 (*Acquisitions)*), the name of each such entity that becomes a Subsidiary of such Group member after the date of this Agreement;

(g) promptly, notice of any change in Authorised Officers of any Obligor signed by a director or secretary of the Obligor accompanied by specimen signatures of any new signatories and provide such information as to permit each Lender to satisfy its 'know your customer' obligations in respect of any new Authorised Officer;

(h) promptly after the then current Group Structure Chart becomes incorrect or misleading (including as a result of the acquisition or incorporation by it of a new Subsidiary where permitted under this Agreement), an updated Group Structure Chart; and

(i) within ten (10) days following the date on which the Group's auditors resign or the Group elects to change auditors, as the case may be, notification thereof, together with such further information as the Lenders may request.

18.5 **Notification of default or Review Event**

(a) Each Obligor shall notify the Lenders of any Default or Review Event (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by a Lender, the Borrower shall supply to the Lenders a certificate signed by any director, the Chief Financial Officer of the Borrower or the Chief Executive Officer of the Borrower on its behalf certifying that no Default or Review Event is continuing (or if a Default or Review Event is continuing, specifying the Default or Review Event (as applicable) and the steps, if any, being taken to remedy it).

18.6 **"Know your Customer" checks**

(a) If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(ii) any change in the status of an Obligor after the date of this Agreement;

(iii) any change in the authorised signatories of an Obligor after the date of this Agreement; or

(iv) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by any Lender (for itself or, in the case of the event described in paragraph (iv) above, on behalf of any prospective new Lender) in order for such Lender or, in the case of the event described in paragraph (iv) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

(b) The Borrower shall by not less than ten (10) Business Days' prior written notice to the Lenders, notify the Lenders of its intention to request that one of the Group members becomes an Additional Guarantor pursuant to Clause 24 (*Changes to the Obligors*).

(c) Following the giving of any notice pursuant to paragraph (b) above, if the accession of such Additional Guarantor obliges any Lender to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by any Lender (for itself or on behalf of any prospective new Lender) in order for such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Guarantor.

(d) The Borrower shall promptly supply, or procure the supply of, such documentation and other evidence reasonably requested by any Finance Party from time to time in relation to an Obligor or an Additional Guarantor to enable the Finance Party to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to the Finance Party.

19. FINANCIAL COVENANTS

19.1 Financial undertakings

Each Obligor must ensure that:

(a) **Total Leverage Ratio**: on each Compliance Date, the Total Leverage Ratio must not be greater than the corresponding level specified below in respect of that Compliance Date.

Compliance Date	Total Leverage Ratio
31 March 2024	8.00x
30 June 2024	5.00x
30 September 2024	4.00x
31 December 2024	3.50x
31 March 2025 and each Compliance Date thereafter	2.50x

(b) **Total Interest Cover Ratio**: on each Compliance Date, the Total Interest Cover Ratio must not be less than the corresponding level specified below in respect of that Compliance Date

Compliance Date	Total Interest Cover Ratio
31 March 2024	1.00x
30 June 2024	1.50x
30 September 2024	1.75x
31 December 2024	2.00x
31 March 2025 and each Compliance Date thereafter	3.00x

(c) **Total Tangible Assets Ratio**: on each TTAR Compliance Date, the Total Tangible Assets Ratio must, on that TTAR Compliance Date, be less than 1.50x.

19.2 **Financial Testing**

The Total Leverage Ratio, Total Interest Cover Ratio and the Total Tangible Assets Ratio:

(a) shall be calculated in accordance with the Relevant Accounting Standard applicable to Tritium DCFC; and

(b) tested in respect of each Compliance Date (in respect of the Total Leverage Ratio and the Total Interest Cover Ratio) and each TTAR Compliance Date (in respect of the Total Tangible Assets Ratio) by reference to each of:

(i) the Financial Statements for the relevant period delivered pursuant to Clauses 18.1(a) and 18.1(b) (*Financial Statements, etc*) (as applicable); and

(ii) the Monthly Management Accounts for a calendar month ending on the relevant Financial Quarter delivered pursuant to Clause 18.1(c) (*Financial Statements, etc*); and

(c) disclosed in each Compliance Certificate delivered pursuant to Clause 18.2 (*Compliance Certificate*).

19.3 **Accounting policy**

(a) If in the reasonable opinion of the Borrower or the Lenders (in their absolute discretion) any changes to the Relevant Accounting Standard applicable to Tritium DCFC materially alter the effect of the undertakings in Clause 19.1 (*Financial undertakings*) or the related definitions, the Borrower and the Lenders will negotiate in good faith to amend the relevant undertakings and definitions so that they have an effect comparable to that at the date of this Agreement.

(b) If the amendments are not agreed within 30 days (or any longer period agreed between the Borrower and the Lenders (in their absolute discretion)) then the Borrower will provide with its Financial Statements any reconciliation statements (audited, where applicable) necessary to enable calculations based on the Relevant Accounting Standard applicable to Tritium DCFC as they were before those changes, and the changes will be ignored for the purposes of this Clause 19.2 (*Accounting policy*).

19.4 **Equity Cure**

The Borrower may cure a breach of a financial covenant set out in Clause 19.1 (*Financial undertakings*) by receiving Equity Contributions in an amount at least sufficient to cure the breach, provided that:

(a) such Equity Contributions must be applied to permanently prepay a Facility no later than 30 days after the day on which the Compliance Certificate is due to be delivered;

(b) there shall be:

(i) no more than two (2) cures over the term of a Facility;

(ii) no more than one (1) cure in any 12 month period; and

(iii) no cures for consecutive Compliance Dates; and

(c) an updated Compliance Certificate is delivered as at the date that the equity cure payment is made showing compliance with the financial covenants set out in Clause 19.1 (*Financial undertakings*) following application of the cure.

20. **GENERAL UNDERTAKINGS**

The undertakings in this Clause 20 (*General Undertakings*) remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

20.1 **Authorisations**

Each Obligor shall (and each Obligor shall procure that each other member of the Group will) promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect any and all Authorisations:

(i) required to enable it to perform its obligations under the Finance Documents;

(ii) to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document; and

(iii) to the extent that failure by it to obtain or maintain such Authorisation is reasonably likely to have a Material Adverse Effect, required for it to carry on its business; and

(b) supply certified copies to the Lenders of any Authorisation referred to in sub- paragraph (a)(i) and (a)(ii) above.

20.2 **Compliance with laws**

Each Obligor shall (and each Obligor shall procure that each other member of the Group will) comply in all respects with all laws and regulations (including laws and regulations relating to the environment) to which it may be subject, if failure so to comply would has or would reasonably likely to have a Material Adverse Effect.

20.3 **Negative pledge**

No Obligor shall (and each Obligor shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets or undertakings other than Permitted Security.

20.4 **Disposals**

No Obligor shall (and each Obligor shall ensure that no other member of the Group will), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to Dispose of any asset other than any Permitted Disposal.

20.5 **Merger**

No Obligor shall (and each Obligor shall ensure that no other member of the Group will) enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction.

20.6 **Change of business**

Each Obligor shall (and each Obligor shall ensure that each other member of the Group will) procure that there is no cessation of, and that no substantial change is made to, the general nature of the business of the Borrower or the Group from that carried on at the date of this Agreement. Subject to Clauses 20.16 (*Anti-bribery and corruption*) and 20.18 (*Sanctions*), this does not prevent any member of the Group changing the location or jurisdiction of any of its production activities, provided the assets of that member of the Group are subject to Security for the benefit of the Lenders, in a form and substance satisfactory to the Lenders.

20.7 **Acquisitions**

No Obligor shall (and each Obligor shall ensure that no other member of the Group will) acquire any direct or indirect ownership interests in further businesses or real property interests other than Permitted Acquisitions, without the prior written consent of the Majority Lenders (in their absolute discretion). A Finance Party may require further information, undertakings and satisfactory due diligence as a condition of providing its consent.

20.8 **Joint Ventures**

No Obligor shall (and each Obligor shall ensure that no other member of the Group will):

(a) enter into, invest in or acquire (or agree to acquire) any shares, stocks, securities or other interest in any Joint Venture; or

(b) transfer any assets or lend to or guarantee or give an indemnity for (or any other form of financial accommodation) or give Security for the obligations of a Joint Venture or maintain the solvency of or provide working capital to any Joint Venture (or agree to do any of the foregoing),

without the prior written consent of the Majority Lenders (in their absolute discretion).

20.9 **Insurance**

(a) Each Obligor shall take out and maintain (and shall ensure that each member of the Group takes out and maintains) insurances with a reputable insurer in the manner and to the extent which is in accordance with prudent business practice having regard to the nature of the business and assets of the Obligors and the Group (including all insurance required by applicable law).

(b) The insurances maintained in accordance with paragraph (a) must be:

(i) on terms and conditions acceptable to the Lenders; and

(ii) in the names of the Obligor, and the Security Trustee (as first loss payee and/or co-insured (as applicable)) for their respective rights and interests. However, insurances need not be in the name of the Security Trustee if it is not customary practice in the insurance industry for that type of insurance to be in the name of the Security Trustee.

(c) Each Obligor shall produce promptly evidence satisfactory to the Lenders of current insurance cover (including a certified copy of each Insurance Policy or a certificate of currency, renewal certificates and endorsement slips) upon receipt of same by that Obligor and whenever a Lender asks.

(d) Each Obligor shall ensure that proceeds from an insurance claim are:

(i) used to reinstate the affected assets or business; or

(ii) if an Event of Default is continuing and the Lenders direct the Obligors to use or hold the proceeds in a particular way, used or held as directed.

(e) If an Event of Default is continuing and the Security Trustee notifies the Borrower, the Security Trustee may take over each Obligor's rights to make, pursue or settle an insurance claim. The Security Trustee may exercise those rights in any manner it chooses. Each Obligor must do all things reasonably required by the Lenders, to enable the collection or the recovery of any money due, under or in respect of an Insurance Policy, or any other person in whose name an Insurance Policy is effected and maintained (including providing any information or evidence).

(f) Each Obligor must renew or cause to be renewed all Insurance Policies which continue to be required under paragraph (a) before their expiry.

(g) Each Obligor must punctually pay or cause to be paid all premiums, commission, tax, fire service levy, statutory charge and other amounts necessary to effect and maintain in force each Insurance Policy (or within any applicable grace period).

(h) Each Obligor must not do or omit to do, or allow or permit to be done or not done, anything which may materially prejudice any Insurance Policy (including with respect to any disclosure required of it).

(i) Each Obligor must not materially vary, rescind, terminate, cancel or make a material change to any Insurance Policy without all of the Lenders' written consent (in their absolute discretion) except to effect a replacement Insurance Policy which will comply with this Clause 20.9 (*Insurance*).

20.10 **No financial accommodation**

Each Obligor must not, and must procure that each other member of the Group does not, make or grant or agree to make or grant any loans or financial accommodation to or for the benefit of any person without the prior written consent of the Majority Lenders (in their absolute discretion), other than:

(a) any deposit made with a bank or financial institution in the ordinary course of business of the Group;

(b) financial accommodation provided to trade debtors of a member of the Group on arm's length commercial terms in the ordinary course of trading (which must not involve the provision of consumer finance that is available to customers generally);

(c) financial accommodation to or for the benefit of another Obligor; or

(d) financial accommodation provided to participants under the Group's Loan Funded Share Plan.

20.11 **Financial Indebtedness**

Each Obligor must not, and must procure that each other member of the Group does not, incur or permit to subsist any Financial Indebtedness other than Permitted Financial Indebtedness.

20.12 **Distributions**

(a) Subject to paragraph (b) below, an Obligor may not declare or pay any Distribution unless:

(i) all financial covenants in Clause 19.1 (*Financial Undertakings*) have been complied with as at the last Compliance Date and would be complied with at the time of the declaration or payment of such Distribution by adjusting the financial covenants on a pro-forma basis taking account of the amount of the Distribution;

(ii) any interest that is accrued but unpaid under Clause 8.2 (*Payment of interest*) is paid before the relevant Distribution is paid; and

(iii) no Default or Review Event is subsisting at the time of the declaration or payment or would occur as a result of incurring such declaration or payment.

(b) No such Distribution may be paid or declared before the 30 June 2024 Compliance Date in respect of which a Compliance Certificate has been delivered.

20.13 **Guarantors**

(a) Each Obligor must ensure that, at all times, the Guarantors:

(i) hold a minimum of 90% of the Total Tangible Assets of the Group (on a consolidated basis) as at the most recent Compliance Date; and

(ii) generate a minimum of 90% of the EBITDA of the Group (on a consolidated basis) as at the most recent Compliance Date.

(b) The Borrower and each other Obligor will ensure that each entity that becomes a Group member and which is required to accede as a Guarantor in order to comply with paragraph (a), becomes an Additional Guarantor as soon as reasonably practicable after such requirement arising (subject to complying with requirements of law), and in any event within 45 days, by complying with the relevant accession requirements set out in the Finance Documents.

20.14 **Environmental Laws**

Each Obligor must comply with all Environmental Laws where failure to do so will or is likely to cause:

(a) a Governmental Agency taking action;

(b) a claim being made; or

(c) a requirement of expenditure or a cessation or aberration of activity being imposed,

and which has or is likely to have a Material Adverse Effect.

20.15 **Tax consolidation**

Except with the prior written consent of all of the Lenders (in their absolute discretion), no Obligor may be a member of a Tax Consolidated Group.

20.16 **Anti-bribery and corruption**

No part of the proceeds of any Loan will be used by an Obligor or Controlled Entity, directly or indirectly, for any payments that could constitute a violation of any anti-bribery law including any AML/CTF Laws.

20.17 **Constitution**

No Obligor shall amend its constitution and procure that it shall not pass or vote in favour of any resolution to amend the constitution of an entity whose shares are subject to Security in favour of the Beneficiaries or Security Trustee, except with the prior written consent of all of the Lenders (in their absolute discretion).

20.18 **Sanctions**

The Borrower will not and will not permit any Obligor, Group member or Controlled Entity:

(a) to become (including by virtue of being owned or controlled by a Blocked Person), own or control a Blocked Person; or

(b) to directly or indirectly, use the proceeds of a Utilisation:

(i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions; or

(ii) in any other manner that would result in a violation of Sanctions by a Group member; or

(c) to knowingly make any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of a Facility) with any person if such investment, dealing or transaction is prohibited by or subject to sanctions under any Economic Sanctions Laws or would cause any Finance Party or any Affiliate of such Finance Party to be in violation of, or subject to sanctions under, any law or regulation applicable to such Finance Party.

20.19 **Preservation of Assets**

Each Obligor shall (and shall procure that each other member of the Group will) maintain and keep in a reasonable state of repair and in reasonable working order (allowing for fair wear and tear) and protect the Secured Property (including taking steps to remedy any title defects), where a failure to do so would have a Material Adverse Effect.

20.20 **Pari Passu Ranking**

Each Obligor will ensure that the claims of the Beneficiaries in respect of the Secured Moneys will at all times rank at least pari passu in right and priority of payment with its other unsecured and unsubordinated creditors.

20.21 **Financial Year**

No Obligor may (and each Obligor shall procure that no other Group member shall) change its Financial Year without the prior written consent of the Majority Lenders (in their absolute discretion).

20.22 **Intellectual Property**

(a) Each Obligor shall (and each Obligor shall ensure that each other Group member will):

(i) preserve and maintain the subsistence and validity of the Material Intellectual Property;

(ii) register and pay all fees and taxes necessary to maintain its Material Intellectual Property in full force and effect and record its interest in that Material Intellectual Property;

(iii) not permit any Material Intellectual Property to be cancelled or otherwise take any step in respect of that Intellectual Property which may affect the existence or value of the Intellectual Property or impact the rights of any member of the Group to use such property; and

(iv) not to discontinue the use of Material Intellectual Property,

in each case, where failure to do so has or is likely to have a Material Adverse Effect.

(b) Each Obligor shall procure that at all times, all Material Intellectual Property is held with an Obligor.

20.23 **Arm's Length Terms**

No Obligor shall (and each Obligor shall ensure that each other member of the Group will not) enter into any transaction with any third party except on arm's length terms or better.

20.24 **PPSA**

If an Obligor holds any security interests for the purposes of the PPSA, that Obligor agrees to promptly take all reasonable steps which are prudent for its business under or in relation to the PPSA, except to the extent it is reasonable not to do so, taking into account the materiality of the security interest and the risks involved in the context of the overall business of the Group.

20.25 **Holdco Undertaking**

Holdco undertakes that it is and will remain a special purpose company and that it will not engage, in any trading, business or other activities (either alone or in partnership or joint venture) or incur any liabilities, other than a Permitted Holding Company Activity.

20.26 **Tritium DCFC Undertaking**

Tritium DCFC undertakes that (and each Obligor shall procure that Tritium DCFC) it:

(a) will not have any direct Subsidiaries except for Holdco and SPAC; and

(b) will not engage in any trading, business or other activities (either alone or in partnership or joint venture) or incur any liabilities, other than performing the Permitted Tritium DCFC Activities.

20.27 **Hedging**

No Obligor shall enter into any derivative instrument for speculative purposes.

20.28 **Share Capital**

Neither Tritium DCFC nor Holdco shall:

(a) pass a resolution under section 254N of the Australian Corporations Act (or equivalent or similar legislation in any applicable jurisdiction) or make or pass a resolution to make unpaid capital capable of being called up only in certain circumstances;

(b) reduce or pass a resolution to reduce its share capital;

(c) buy-back, or pass a resolution to buy-back, any of its shares,

other than with the prior written consent of the Majority Lenders (in their absolute discretion).

20.29 **Post-Closing Obligations**

(a) Within 4 Business Days from CP Close (and no later than a Business Day prior to the proposed first Utilisation Date), or such later date as may be agreed by all Lenders (in their sole discretion), the Borrower shall provide to the Lenders all of the following documents and evidence in a form and in substance satisfactory to all Lenders (acting reasonably):

(i) evidence that the initial Warrants to be issued in accordance with the Warrant Registration Rights Agreement and the Warrant Agreement have been issued to, and registered in the name of, each Original Facility A Lender; and

(ii) a legal opinion of Latham & Watkins LLP (or any other US counsel acceptable to the Lenders) in respect of the Warrant Documents.

(b) Within 30 days from Financial Close, or such later date as may be agreed by the Security Trustee (acting on the instructions of all Lenders in their sole discretion), the Borrower shall cause each Obligor with bank accounts located in the United States to deliver account control agreements, in form and substance satisfactory to the Security Trustee, with respect to all deposit accounts of each Obligor.

21. EVENTS OF DEFAULT

Each of the events or circumstances set out in this Clause 21 (*Events of Default*) is an Event of Default (save for Clause 21.18 (*Consequences of an Event of Default*)).

21.1 Non-payment

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error beyond the control of the Obligors; and

(b) payment is made within two (2) Business Days of its due date.

21.2 Financial covenants

Subject to Clause 19.4 (*Equity Cure*), any requirement of Clause 19 (*Financial Covenants*) is not satisfied.

21.3 Other obligations

(a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in Clause 21.1 (*Non-payment*), Clause 21.2 (*Financial covenants*), and the undertaking in Clause 20.4 (*Disposals*) only in so far as such disposal is or gives rise to the occurrence of one of the events contemplated in Clause 7.2(a)(i) or 7.2(a)(ii) and then only if the provisions of Clause 7.2 (*Mandatory Prepayment*) and related provisions of this Agreement are fully and timeously complied with in all respects) or with any condition of any waiver or consent by the Lenders under or in connection with any Finance Document.

(b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 15 Business Days of the Lenders giving notice to the Borrower or the Borrower or any other Obligor becoming aware of the failure to comply, whichever is the earlier.

21.4 **Misrepresentation**

(a) Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

(b) No Event of Default under paragraph (a) above will occur in relation to a representation deemed to be made under the Finance Documents after the Utilisation Date being incorrect or misleading if it is capable of remedy and is remedied within 15 Business Days of the Lenders giving notice to the Borrower, or the Borrower or any other Obligor becoming aware of it, whichever is first.

21.5 **Cross default**

(a) Any Financial Indebtedness of any member of the Group is not paid when due nor within any originally applicable grace period; or

(b) Any Financial Indebtedness of any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default or review event (however described); or

(c) Any commitment for any Financial Indebtedness of any member of the Group is cancelled or suspended by a creditor of any member of the Group as a result of an event of default or review event (however described); or

(d) Any creditor of any member of the Group becomes entitled to declare any Financial Indebtedness of any member of the Group due and payable prior to its specified maturity as a result of an event of default or review event (however described).

21.6 **Insolvency**

(a) An Insolvency Event occurs in relation to any member of the Group.

(b) An Obligor that is a Trustee ceases to be a trustee of the relevant Trust or any step is taken to remove the Obligor as Trustee of the relevant Trust, in either case without the prior written consent of all of the Lenders (in their absolute discretion).

(c) An application or order is made in any court for property of a Trust to be administered by the court or under its control.

21.7 **Insolvency proceedings**

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any member of the Group other than a solvent liquidation or reorganisation of any member of the Group which is not an Obligor, except an application made to a court for the purposes of winding up such a person which is disputed by an Obligor acting diligently and in good faith and dismissed within 15 Business Days;

(b) a composition, assignment, compromise or arrangement with any creditor of any member of the Group;

(c) the appointment of a liquidator (other than in respect of a solvent liquidation of a member of the Group which is not an Obligor), receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any member of the Group or any of its assets, except an application made to a court for the purposes of appointing such a person which is disputed by an Obligor acting diligently and in good faith and dismissed within 15 Business Days;

(d) enforcement of any Security over any assets of any member of the Group; or

(e) the occurrence of an Ipso Facto Event,

or any analogous event occurs in any jurisdiction.

21.8 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of a member of the Group having an aggregate value of US$500,000 (or its equivalent in any other currency or currencies) and is not discharged within 15 Business Days.

21.9 **Cessation of business**

An Obligors suspends or ceases to carry on all or substantially all of its business.

21.10 **Repudiation**

An Obligor rescinds or repudiates a Finance Document or evidences an intention to rescind or repudiate a Finance Document.

21.11 **Vitiation of Finance Documents**

A provision of a Finance Document is or becomes or is claimed by a party other than Finance Party to be wholly or partly invalid, void, voidable or unenforceable in any material respect.

21.12 **Litigation**

Any litigation, arbitration, governmental, regulatory or administrative proceedings of or before any court, arbitral body or agency are commenced, threatened or have been determined against any Obligor in a manner which has or is reasonably likely to have a Material Adverse Effect.

21.13 **Compulsory Acquisition**

A Compulsory Acquisition occurs in respect of all or a material part of an Obligor, an Obligor's assets or all or a material part of the property subject to a Security Document or orders the sale or divestiture of those assets or property.

21.14 **Material adverse change**

Any other event or series of events occurs which has had or is reasonably likely to have a Material Adverse Effect.

21.15 **Reduction of capital**

(a) An Obligor takes any action to reduce its share capital, buy back any of its shares or make any of its shares capable of being called up only in certain circumstances, without the prior written consent of the Majority Lenders (in their absolute discretion).

(b) An Obligor that is a Trust takes any action to reduce its issued units, buy back any of its units or make any of its units capable of being called up only in certain circumstances, without the prior written consent of the Majority Lenders (in their absolute discretion).

21.16 **Economic Sanctions**

Any Obligor, Group member or Controlled Entity:

(a) becomes (including by virtue of being owned or controlled by a Blocked Person), owns or controls a Blocked Person; or

(b) directly or indirectly has any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of a Facility) with any person if such investment, dealing or transaction:

(i) would cause any Lender or any Affiliate of such Lender to be in violation of, or subject to sanctions under, any law or regulation applicable to such Lender; or

(ii) is prohibited by or subject to sanctions under any Economic Sanctions Laws.

21.17 **Unlawfulness**

It is or becomes unlawful for an Obligor to perform any of its obligations under a Finance Document or any Security created or expressed to be created or evidenced by the Security Documents ceases to be effective, and in each case, this is materially adverse to the interests of the Finance Parties under the Finance Documents.

21.17 A **Suspension or de-listing**

Where an Obligor is or becomes listed on a stock exchange, it:

(a) ceases to be listed on that stock exchange; or

(b) is suspended from trading on the stock exchange for more than 5 consecutive trading days (for reasons other than there being an imminent announcement of a major acquisition or merger transaction).

21.18 **Consequences of an Event of Default**

On and at any time after the occurrence of an Event of Default which is continuing the Lenders may (in their absolute discretion), by notice to the Borrower:

(a) cancel the Total Commitments at which time they shall immediately be cancelled;

(b) declare that all or part of the Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be:

(i) immediately due and payable, at which time they shall become immediately due and payable; or

(ii) payable on demand, whereupon they shall immediately become payable on demand by the Lenders; and/or

(c) exercise or direct the Security Trustee under the Security Trust Deed to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

The Lenders may give notice of any or all of these things.

22. **REVIEW EVENT**

(a) It will be a review event ("**Review Event**") if at any time the Liquidity Reserve Amount is an amount less than USD25,000,000 (or its equivalent in other currencies).

(b) If a Review Event occurs, the Lenders may give a notice to the Borrower (a **Review Event Notice**) requiring the Lenders and Borrower to review in good faith the continuation of the Facilities for a period of 65 days after the delivery of such Review Event Notice.

(c) If, on the last Business Day of the each of the two (2) months following the delivery of the Review Event Notice, the Liquidity Reserve Amount exceeds the relevant amounts specified in Clause 22(a), whether as a result of an Equity Contribution to the Borrower or the ordinary trading of the Group, the relevant Review Event will cease and this Clause 22 will cease to apply to that particular occurrence.

(d) If a Review Event still persists at the end of the 65 day consultation period following the delivery of a Review Event Notice, the Lenders will notify the Borrower in writing:

(i) whether and on what terms the Lenders wish to continue to provide the Facilities (in their absolute discretion); or

(ii) that the Lenders (in their absolute discretion) elect not to continue providing the Facilities, in which case all of the Loans, together with accrued interest and all other amounts accrued or outstanding under the Finance Documents will be due and payable on the date that is 90 days after the date the Borrower receives such notice.

23. CHANGES TO THE FINANCE PARTIES

23.1 Assignments and transfers by the Lenders

(a) A Lender (the "**Existing Lender**") may:

(i) assign any of its rights; or

(ii) transfer by novation any of its rights and obligations,

under the Finance Documents to another entity (the "**New Lender**") at any time.

(b) Where a Lender assigns rights but does not transfer by novation obligations, then for the purposes of Clause 26 (*Sharing Among the Finance Parties*), any amount received or recovered by the assignee will be taken to be received by that Lender.

(c) The Security Trustee is not obliged to sign a Recognition Deed where the New Lender is not already a Lender unless the Security Trustee has performed all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such novation to a New Lender (the receipt of which the Security Trustee shall promptly notify to the Existing Lender and the New Lender).

(d) The Lenders have authority on behalf of each New Lender to do or execute anything (including any consent, waiver or amendment) that it has been instructed to do or execute, or has otherwise been approved, by the Lenders in accordance with this Agreement on or before the date on which the assignment or transfer becomes effective in accordance with this Agreement. Each New Lender is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

(e) A Lender may not assign or transfer any of its rights or obligations under the Finance Documents, transfer any corresponding Loan Notes or change its Facility Office, if the New Lender or the Lender acting through its new Facility Office would be entitled to exercise any rights under Clause 7.1 (*Illegality*) as a result of circumstances existing at the date the assignment, transfer or change is proposed to occur.

(f) A Lender may not transfer any of its obligations during the period from when a Utilisation Request is delivered to that Lender until the Business Day after the Utilisation Date specified in that Utilisation Request.

(g) A Lender must bear its own costs and expenses (including legal fees) in connection with any such assignment or transfer.

(h) If:

(i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 11 (*Tax Gross Up and Indemnities*) or Clause 12 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred. However, where the payment is in relation to Australian Withholding Tax, it will be entitled to full payment under Clause 11 (*Tax Gross Up and Indemnities*).

23.2 **Limitation of responsibility of Existing Lenders**

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;

(ii) the financial condition of any Obligor or any other person;

(iii) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents; or

(iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

(i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities and any other person in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and

(ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities and any other person whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

(c) Nothing in any Finance Document obliges an Existing Lender to:

(i) accept a re-transfer from a New Lender of any of the rights and obligations assigned or transferred under this Clause 23 (*Changes to the Finance Parties*); or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor or any other person of its obligations under the Finance Documents or otherwise.

23.3 **Procedure for transfer**

(a) Subject to this Clause 23 (*Changes to the Finance Parties*), a transfer is effected on the Transfer Date in accordance with paragraph (c) below when the New Lender and Existing Lender executes an otherwise duly completed Transfer Certificate, and a Recognition Deed is executed by each other Party (including the Security Trustee) and delivered by the Existing Lender and the New Lender to the Lenders. Subject to this Clause 23 (*Changes to the Finance Parties*), the Lender shall, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate and Recognition Deed appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement.

(b) On the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents, each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another shall be cancelled (being the "**Discharged Rights and Obligations**");

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the Finance Parties and the New Lender shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Finance Parties and the Existing Lender shall each be released from further obligations to each other under this Agreement; and

(iv) if the New Lender is not already a Party as "Lender", the New Lender shall become a Party as a "Lender".

(c) A transfer will only be effective if the procedure set out in this Clause 23.3 (*Procedure for Transfer*) is complied with.

(d) On the Transfer Date, the Existing Lender shall notify the Security Trustee to update the Register to reflect the transfer of corresponding Loan Notes and, if applicable, the details of the New Lender. The Security Trustee shall, as soon as reasonably practical upon being notified, update the Register and notify the Borrower thereof.

23.4 **Security over Lenders' rights**

In addition to the other rights provided to Lenders under this Clause 23 (*Changes to the Finance Parties*), each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

24. CHANGES TO THE OBLIGORS

24.1 Assignments and transfer by Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents without the prior written consent of all of the Lenders (in their absolute discretion).

24.2 Additional Guarantors

(a) A wholly-owned Subsidiary of Tritium DCFC may become an Additional Guarantor if:

(i) all documents or information in relation to that member of the Group under Clause 18.6 (*"Know your Customer" checks*) requested by a Finance Party, are delivered to that Finance Party or the relevant Finance Party confirms to the Borrower that it has received such documents and information (as applicable);

(ii) the relevant member of the Group or the Borrower delivers to the Lenders a duly completed and executed Accession Letter in relation to that member of the Group;

(iii) unless that Subsidiary is, at that time, an "**Obligor**" under the Security Trust Deed, it accedes to the Security Trust Deed as an "**Additional Guarantor**" by signing and delivering to the Security Trustee an Accession Deed and any other documents or information required under the Security Trust Deed and each Intercreditor Deed; and

(iv) the Lenders have received all of the documents and other evidence listed in Part II of Schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor, each in form and substance satisfactory to all the Lenders.

(b) The Lenders shall notify the Borrower promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in paragraph (a) above.

24.3 **Repetition of Representations**

Delivery of an Accession Letter constitutes confirmation by the relevant Subsidiary that the representations and warranties set out in Clause 17 (*Representations*) are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

24.4 **Resignation of a Guarantor**

(a) Subject to Clause 20.13 (*Guarantors*), the Borrower may request that a Guarantor (other than the Borrower) ceases to be a Guarantor by delivering to the Lenders a Resignation Letter.

(b) The Lenders shall accept a Resignation Letter and notify the Borrower of their acceptance if:

(i) the Lenders have provided their unanimous consent to the resignation (in their absolute discretion); and

(ii) no Default or Review Event is continuing or would result from the acceptance of the Resignation Letter (and the Borrower has confirmed this is the case).

SECTION 10
THE FINANCE PARTIES

25. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

No provision of this Agreement will:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

26. SHARING AMONG THE FINANCE PARTIES

26.1 Payments to Finance Parties

If a Finance Party (a "**Recovering Finance Party**") receives or recovers (including any combination of accounts or set off) any amount from an Obligor other than in accordance with Clause 29 (*Payment Mechanics*) and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Finance Party shall, within three (3) Business Days, notify details of the receipt or recovery, to the other Finance Parties;

(b) the Finance Parties shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made and distributed in accordance with Clause 29 (*Payment Mechanics*), without taking account of any Tax which would be imposed in relation to the receipt, recovery or distribution; and

(c) the Recovering Finance Party shall, within three (3) Business Days of demand by another Finance Party, pay to each other Finance Party an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Finance Parties determine may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 29.3 (*Partial payments*).

26.2 Redistribution of payments

(a) The Finance Parties shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) in accordance with Clause 29.3 (*Partial payments*).

(b) Unless paragraph (c) applies:

(i) the receipt or recovery referred to in Clause 26.1 (*Payments to Finance Parties*) will be taken to have been a payment for the account of the Finance Parties and not to the Recovering Finance Party for its own account, and the liability of the relevant Obligor to the Recovering Finance Party will only be reduced to the extent of any distribution retained by the Recovering Finance Party under Clause 26.1(c) (*Payments to Finance Parties*); and

(ii) (without limiting sub-paragraph (i)) the relevant Borrower shall indemnify the Recovering Finance Party against a payment under Clause 26.1(c) (*Payments to Finance Parties*) to the extent that (despite sub-paragraph (i)) its liability has been discharged by the recovery or payment.

(c) Where:

(i) the amount referred to in Clause 26.1 (*Payments to Finance Parties*) above was received or recovered otherwise than by payment (for example, set off); and

(ii) the relevant Obligor, or the person from whom the receipt or recovery is made, is insolvent at the time of the receipt or recovery, or at the time of the payment to the relevant Finance Parties, or becomes insolvent as a result of the receipt or recovery,

then the following will apply so that the Finance Parties have the same rights and obligations as if the money had been paid by the relevant Obligor to the Finance Parties and distributed accordingly:

(iii) each other Finance Party will assign to the Recovering Finance Party an amount of the debt owed by the relevant Obligor to that Finance Party under the Finance Documents equal to the amount received by that Finance Party under paragraph (a);

(iv) the Recovering Finance Party will be entitled to all rights (including interest and voting rights) under the Finance Documents in respect of the debt so assigned; and

(v) that assignment will take effect automatically on payment of the Sharing Payment by the relevant Finance Party/ies to the other Finance Party.

26.3 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Finance Party which has received a share of the relevant Sharing Payment pursuant to Clause 26.2 (*Redistribution of payments*) shall, pay to that Recovering Finance Party an amount equal to its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay);

(b) to the extent necessary, any debt assigned under Clause 26.2(c) (*Redistribution of payments*) will be reassigned; and

(c) the relevant Obligor will be liable to the reimbursing Finance Party for the amount so reimbursed.

26.4 **Exceptions**

(a) This Clause 26 (*Sharing Among the Finance Parties*) shall not apply to the extent that the Recovering Finance Party would not, after making the payment pursuant to this Clause 26 (*Sharing Among the Finance Parties*), have a valid and enforceable claim (or right of proof in an administration) against the relevant Obligor.

(b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(i) it notified the other Finance Party of the legal or arbitration proceedings; and

(ii) the other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice or did not take separate legal or arbitration proceedings.

27. LOAN NOTE DEED POLL

Each Finance Party shall comply with each Loan Note Deed Poll.

28. REGISTER

28.1 Establishment of Register

The Security Trustee shall establish and maintain a register in Sydney, Australia or any other place approved by the Borrower (such approval not to be unreasonably delayed or withheld).

28.2 The Register

(a) The Security Trustee shall, as soon as reasonably practicable after being notified by a Lender, inscribe the following information in the Register in respect of each Loan Note held by that Lender:

(i) its issue date, maximum principal amount and outstanding principal amount;

(ii) the name and address of the initial Lenders and each subsequent Lender; and

(iii) details of all transfers or assignments, advances, repayments, prepayments and redemption of all or part of the Loan Note and any reduction of the maximum principal amount of the Loan Notes consequent upon any cancellation of Commitment under the Finance Documents.

(b) The Security Trustee shall only be required to update the Register upon being notified by a Lender of any changes to details relating to Loan Notes held by that Lender, including to rectify any errors in the Register of which it has been notified.

(c) Each Lender may inspect the Register upon giving reasonable notice to the Security Trustee.

28.3 **Register is paramount**

(a) The Borrower and each Finance Party shall recognise the Lender whose name appears in the Register as the absolute owner of the Loan Notes inscribed in its name on the Register without regard to any other record or instrument.

(b) No notice of any trust or other interest in any Loan Note will be entered on the Register. Neither the Borrower nor any Finance Party need take notice of any other interest in, or claim to, a Loan Note, except as ordered by a court of competent jurisdiction or required by law.

(c) The Register will be conclusive as to the amount of the Loan Notes subject to rectification for fraud or error.

28.4 **Security Trustee provisions**

(a) The Security Trustee perform its obligations and duties to update the Register in accordance with the limitations, indemnities and other provisions of the Security Trust Deed.

(b) Without limitation to paragraph (a) above, clauses 7.2 (*Instructions and extent of discretion*), 7.7 (Limits of obligations), 7.16 (*Security Trustee not liable*) and 7.17 (*Indemnity*) of the Security Trust Deed are incorporated into this Agreement as if they were set out in full with any necessary changes, except that in respect of clause 7.2 (*Instructions and extent of discretion*) of the Security Trust Deed, any instructions to update the Register will be on the clear instructions of the relevant Lender who holds those Loan Notes and any reference to "Majority Beneficiaries" shall be a reference to the relevant Lender who holds those Loan Notes.

SECTION 11
ADMINISTRATION

29. PAYMENT MECHANICS

29.1 Payments

(a) All payments to be made by any Obligor for the account of a Finance Party under the Finance Documents must be paid:

(i) as required by the relevant Fee Letter in the case of amounts payable under a Fee Letter; and

(ii) in all other cases, to the person entitled to such payment.

(b) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available for value on the due date at the time and in such funds (including immediately available funds or same day funds) as is customary at the time for settlement of transactions in the relevant currency in the place of payment.

(c) Payment shall be made to such account as the relevant person entitled to such payment specifies.

29.2 Distributions to an Obligor

A Finance Party may (with the consent of the Obligor or in accordance with Clause 30 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

29.3 Partial payments

(a) If a Finance Party receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, that Finance party shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:

(i) first, in or towards payment pro rata of any accrued interest, fees or commission due but unpaid under the Finance Documents;

(ii) secondly, in or towards payment pro rata of any principal due but unpaid under the Finance Documents; and

(iii) thirdly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.

(b) Paragraph (a) above will override any appropriation made by an Obligor.

29.4 No set-off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

29.5 **Business Days**

(a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or an Unpaid Sum under this Agreement interest is payable on the principal or the Unpaid Sum at the rate payable on the original due date.

29.6 **Currency of account**

(a) Subject to paragraphs (b) to (e) below, USD is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) A repayment of a Utilisation or Unpaid Sum or a part of a Utilisation or Unpaid Sum shall be made in the currency in which that Utilisation or Unpaid Sum is denominated on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than USD shall be paid in that other currency.

29.7 **Change of currency**

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lenders (after consultation with the Borrower); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lenders (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Lenders (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

29.8 **Disruption to payment systems etc.**

If either the Lenders determine (in its discretion) that a Disruption Event has occurred or the Lenders are notified by the Borrower that a Disruption Event has occurred:

(a) the Lenders may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facilities as the Lenders may deem necessary in the circumstances;

(b) the Lenders shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) any such changes agreed upon by the Lenders and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 35 (*Amendments and Waivers*); and

(d) no Lender shall be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of that Lender) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 29.8 (*Disruption to payment systems etc.*).

29.9 **Anti-Money Laundering and Sanctions**

(a) Notwithstanding any other provision of a Finance Document to the contrary, Finance Party may delay, block or refuse to process any payment or other transaction or do any other thing without incurring any liability if the Finance Party knows or reasonably suspects that the transaction or the application of its proceeds will:

(i) breach, or cause a Finance Party to breach, any AML/CTF Law or economic or trade sanctions laws or regulations applicable to it including, without limitation, the *Charter of the United Nations Act 1945* (Cth), the *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth) and the *Autonomous Sanctions Regulations 2011* (Cth); or

(ii) allow the imposition of any penalty on the Finance Party or its Affiliates under any such law or regulation,

including where the transaction or the application of its proceeds involves any entity or activity the subject of any applicable sanctions of any jurisdiction binding on the Finance Party or its Affiliate, or the direct or indirect proceeds of unlawful activity.

(b) As soon as practicable after a Finance Party becomes aware that it will delay, block or refuse to process a transaction under paragraph (a), it will notify the Borrower and the other Finance Parties and consult in good faith but in each case only to the extent the Finance Party determines it is legally permitted to do so. In making that determination the Finance Party shall act reasonably.

(c) The Borrower shall promptly advise the Finance Parties if any Obligor enters into any Finance Document in the capacity as agent and promptly supply, or procure the supply of, such information as may be reasonably requested by any Finance Party from time to time in relation to any principal for which an Obligor may be acting.

(d) Each Obligor undertakes to exercise its rights and perform its obligations under the Finance Documents in accordance with all AML/CTF Laws and economic or trade sanctions laws or regulations.

30. **SET-OFF**

If an Event of Default is continuing, a Finance Party may, but need not, set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

31. **NOTICES**

31.1 **Communications in writing**

Any communication or document to be made or delivered to a Finance Party or an Obligor under or in connection with the Finance Documents:

(a) must be in writing;

(b) in the case of a notice by an Obligor, must be signed by an Authorised Officer of the sender (directly or with a facsimile signature), subject to Clause 31.8 (*Email communication*), Clause 31.9 (*Communication through secure website*) and Clause 31.5 (*Reliance*); and

(c) unless otherwise stated, may be made by letter, by email or as specified in Clause 31.9 (*Communication through secure website*).

31.2 **Addresses**

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Borrower, that identified with its name below;

(b) in the case of the Security Trustee, that identified with its name below;

(c) in the case of each Lender or any other Original Obligor, that specified in Schedule 1 (*The Original Parties*), or notified in writing to the Borrower on or prior to the date on which it becomes a Party; and

(d) in the case of an Accordion Facility Lender, that specified in the relevant Accordion Facility Letter.

or any substitute address, email address, or department or officer as the Party may notify to the other parties by not less than five (5) Business Days' notice.

Address for service of communications:

Borrower:	Address:	48 Miller Street Murarrie QLD 4172 Australia
	Email:	mcollins@tritium.com.au dtoomey@tritium.com.au jhunter@tritium.com.au
	Attention:	Michael Collins, General Counsel David Toomey, Chief Revenue Officer and Head of Corporate Development Jane Hunter, Chief Executive Officer
Security Trustee:	Address:	CBA Corporate Services (NSW) Pty Limited Darling Park Tower 1, Level 21 201 Sussex Street Sydney NSW 2000
	Email:	agencygroup@cba.com.au
	Attention:	Anne McLeod, Head of Agency Origination

31.3 **Delivery**

(a) Any communication or document to be made or delivered by one person to another under or in connection with the Finance Documents will be taken to be effective or delivered:

(i) if by way of letter or any physical communication, when it has been left at the relevant address or three (3) Business Days (or seven (7) Business Days if sent overseas) after being deposited in the post postage prepaid in an envelope addressed to it at that address;

(ii) if by way of email, as specified in Clause 31.8 (*Email communication*); or

(iii) if it complies with Clause 31.9 (*Communication through secure website*),

and, in each case, if a particular department or officer is specified as part of its address details provided under Clause 31.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document made or delivered to the Borrower in accordance with this Clause 31 (*Notices*) will be deemed to have been made or delivered to each of the Obligors.

(c) A communication by email or under Clause 31.9 (*Communication through secure website*) after business hours in the city of the recipient will be taken not to have been received until the next opening of business in the city of the recipient.

31.4 **Notification of address and email address**

Promptly upon receipt of notification of an address and email address or change of address or email address of an Obligor under Clause 31.2 (*Addresses*) or upon changing its own address or email address, such Party shall notify the other Parties.

31.5 **Reliance**

Any communication sent under this Clause 31 (*Notices*) can be relied on by the recipient if the recipient reasonably believes it to be genuine and (if such signature is required under Clause 31.1(b) (*Communications in writing*)) it bears what appears to be the signature (original or facsimile or email) of an Authorised Officer of the sender (without the need for further enquiry or confirmation). Each Party must take reasonable care to ensure that no forged, false or unauthorised notices are sent to another Party.

31.6 **English language**

(a) Any notice or other communication given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Lenders, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

31.7 **Borrower and Obligors**

Each Obligor irrevocably authorises the Borrower to give and receive notices and communications on its behalf (including Utilisation Requests). Other Parties may rely on any such notice or communication by the Borrower as given on behalf of the Obligor, and the Obligor is bound by it.

31.8 **Email communication**

(a) Any communication or document under or in connection with the Finance Documents may be made by or attached to an email and will be effective or delivered only when it is dispatched by the sender to each of the email addresses specified by the recipient, unless for each of the addresses, the sender receives an automatic notification that the e-mail has not been received (other than an out of office greeting for the named addressee) and it receives the notification before two (2) hours after the last to occur (for all addresses) of:

(i) dispatch if in business hours in the city of the address; or

(ii) if not, the next opening of business in such city;

(b) An email which is a covering email for a notice signed by the Obligor's Authorised Officer does not itself need to be signed by an Authorised Officer.

(c) Email and other electronic notices from the Lenders generated by Loan IQ or other system software do not need to be signed.

31.9 **Communication through secure website**

(a) The Lenders may establish a secure website to which access is restricted to the Lenders or the Obligors or both (and, where applicable, their respective financial and legal advisers).

(b) After the Lenders notifies the Borrower on behalf of the Obligors of the establishment of the secure website, then any communication or document given or delivered by or to the Lenders or Obligors (as the case may be):

(i) may be given by means of the secure website in the manner specified by the Lenders (or in the absence of such specification, as specified by the operator of the website); and

(ii) unless otherwise agreed will be taken to be made or delivered upon satisfaction of the following:

(A) a communication or document being posted on that secure website;

(B) either:

(1) receipt by Lenders of an email from the relevant website confirming that the website has sent an email to the relevant Party's email addresses nominated under paragraph (d) notifying that a communication or document has been uploaded on the website; or

(2) the website containing or providing confirmation that the communication or document has been opened by the intended recipient; and

(C) compliance with any other requirements specified by the Lenders under paragraph (c).

(c) By notice to the Borrower on behalf of the Obligors or both (as the case may be) the Lenders acting reasonably may from time to time specify and amend rules concerning the operation of the secure website in the manner in which communications or documents may be posted, and will be taken to have been made or delivered. Those rules or moments will bind the recipients of the notice and the Lenders.

(d) When it establishes the secure website, the Lenders shall nominate to the website for each Party the email address given to it by the Party under this Clause 31 (*Notices*). Subsequently, the nominated email address for each Party for that website will be the address nominated by that Party to the secure website or by the Lenders (who will notify the Party accordingly). It is the responsibility of each Party to ensure that the email address nominated for it is up-to-date. The Lenders are under no obligation to notify the secure website of any change in email address notified to it.

(e) The Borrower consents to the inclusion in the secure website of its Borrower logo.

(f) Each of the other Parties agrees that no Lender is liable for any liability, loss, damage, costs or expenses incurred or suffered by them as a result of their access or use of the secure website or inability to access or use the secure website except to the extent caused by its gross negligence or wilful misconduct.

32. CALCULATIONS AND CERTIFICATES

32.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are sufficient evidence of the matters to which they relate unless the contrary is proved.

32.2 Certificates and Determinations

Any certification or determination by a Finance Party of a rate or amount or under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

32.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

32.4 Settlement conditional

If:

(a) either:

(i) any Finance Party has at any time released or discharged:

(A) an Obligor from its obligations under any Finance Document; or

(B) any assets of an Obligor from a Security,

in either case in reliance on a payment, receipt or other transaction to or in favour of any Finance Party; or

(ii) any payment, receipt or other transaction to or in favour of any Finance Party has the effect of releasing or discharging:

(A) an Obligor from its obligations under any Finance Document; or

(B) any assets of an Obligor from a Security; and

(b) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason (including under any law relating to insolvency, sequestration, liquidation, winding up or bankruptcy and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person); and

(c) that claim is upheld or is conceded or compromised by a Finance Party, then:

(i) each Finance Party will immediately become entitled against that Obligor to all rights (including under any Finance Document) as it had immediately before that release or discharge; and

(ii) that Obligor must, to the extent permitted by law:

(A) immediately do all things and execute all documents as any Finance Party may, acting reasonably, require to restore to each Finance Party all those rights; and

(B) indemnify each Finance Party against all costs and losses suffered or incurred by it in or in connection with any negotiations or proceedings relating to the claim or as a result of the upholding, concession or compromise of the claim.

33. PARTIAL INVALIDITY

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

34. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

35. AMENDMENTS AND WAIVERS

35.1 Required consents

(a) Subject to 35.2 (*Exceptions*) and the terms of the Security Trust Deed, any term of the Finance Documents may be amended or waived only in writing with the consent of all of the Lenders (in their absolute discretion) and the Obligors.

(b) The Borrower may agree, on behalf of any Obligor, to any amendment or waiver permitted by this Clause 35 (*Amendments and Waivers*). Each Obligor agrees to any such amendment or waiver permitted by this Clause 35 (*Amendments and Waivers*) which is agreed to by the Borrower.

35.2 Exceptions

Subject to the terms of the Security Trust Deed, an amendment or waiver which:

(a) relates to the rights or obligations of the Security Trustee may not be effected without the written consent of the Security Trustee (in its absolute discretion); and

(b) is expressly stated to require the consent of the Majority Lenders may, in respect of that specific matter only, be effected with the written consent of the Majority Lenders.

36. INSTRUCTIONS AND DECISIONS

36.1 Transferees bound

A consent, approval, waiver, amendment or other decision by a Finance Party binds that Finance Party's assigns and successors unless revoked under Clause 36.2 (*Limitation on revocation*).

36.2 Limitations on revocation

Any instructions, consent, approval, waiver, amendment or other decision by the Lenders may be revoked only by the Lenders (in their absolute discretion).

37. CONFIDENTIALITY

37.1 Confidential Information

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 37.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

37.2 Disclosure of Confidential Information

Any Finance Party may disclose:

(a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it and, in each case, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf;

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation (except this paragraph does not permit the disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies);

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes (except this paragraph does not permit the disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies);

(vii) who is a Party;

(viii) at the National Association of Insurance Commissioners and the Securities Valuation Office; or

(ix) with the consent of the Borrower;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to paragraphs (b)(i), (b)(ii) and b(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to paragraphs (b)(v), (b)(vi) and (b)(viii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

(c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such

service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party; and

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

37.3 **Inside information**

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation, including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

37.4 **Notification of disclosure**

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraphs (b)(v) and/or (b)(vi) of Clause 37.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 37 (*Confidentiality*).

37.5 **Continuing obligations**

The obligations in this Clause 37 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of 12 months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

37.6 **Disclosure under anti-money laundering laws**

Notwithstanding anything to the contrary in this Clause 37 (*Confidentiality*), if any Finance Party forms the view that, in its reasonable opinion, it is required to disclose information obtained in connection with the Finance Documents to any governmental agency in order to comply with any AML/CTF Laws, the Parties agree that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by that Finance Party to any other Party.

37.7 **Privacy**

To the extent that confidential information comprises personal information of any officer, director or employee of an Obligor, each Finance Party agrees to hold that personal information in accordance with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth).

38. PPSA PROVISIONS

38.1 **Exclusion of certain provisions**

Where any Finance Party has a security interest (as defined in the PPSA) under any Finance Document, to the extent the law permits:

(a) for the purposes of sections 115(1) and 115(7) of the PPSA:

(i) each Finance Party with the benefit of the security interest need not comply with sections 95, 118, 121(4), 125,130, 132(3)(d) or 132(4) of the PPSA; and

(ii) sections 142 and 143 of the PPSA are excluded;

(b) for the purposes of section 115(7) of the PPSA, each Finance Party with the benefit of the security interest need not comply with sections 132 and 137(3);

(c) each Party waives its right to receive from any Finance Party any notice required under the PPSA (including a notice of a verification statement);

(d) if a Finance Party with the benefit of a security interest exercises a right, power or remedy in connection with it, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Finance Party states otherwise at the time of exercise. However, this Clause does not apply to a right, power or remedy which can only be exercised under the PPSA; and

(e) if the PPSA is amended to permit the Parties to agree not to comply with or to exclude other provisions of the PPSA, the Lenders may notify the Borrower and the Finance Parties that any of these provisions is excluded, or that the Finance Parties need not comply with any of these provisions.

This does not affect any rights a person has or would have other than by reason of the PPSA and applies despite any other Clause in any Finance Document.

38.2 **Further assurances**

Whenever the Lenders requests an Obligor to do anything:

(a) to ensure any Finance Document (or any security interest (as defined in the PPSA) or other Security under any Finance Document) is fully effective, enforceable and perfected with the contemplated priority;

(b) for more satisfactorily assuring or securing to the Finance Parties the property the subject of any such security interest or other Security in a manner consistent with the Finance Documents; or

(c) for aiding the exercise of any power in any Finance Document, the Obligor shall do it promptly at its own cost. This may include obtaining consents, signing documents, getting documents completed and signed and supplying information, delivering documents and evidence of title and executed blank transfers, or otherwise giving possession or control with respect to any property the subject of any security interest or Security.

39. **COUNTERPARTS**

(a) Each Finance Document may be executed in any number of counterparts, each of which:

(i) may be executed electronically or in handwriting; and

(ii) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.

(b) Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of a Finance Document, this shall be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of that Finance Document.

40. **INDEMNITIES AND REIMBURSEMENT**

All indemnities and reimbursement obligations (and any other payment obligations of any Obligor) in each Finance Document are continuing and survive termination of the Finance Document, repayment of the Loans and cancellation or expiry of the Commitments.

41. **PROMPT PERFORMANCE**

(a) If this deed specifies when an Obligor agrees to perform an obligation, that Obligor agrees to perform it by the time specified. Each Obligor agrees to perform all other obligations promptly.

(b) Time is of the essence in this deed in respect of an obligation to pay money.

42. **SURVIVAL**

All representations and warranties contained in the Finance Documents shall survive the execution and delivery of such Finance Document, the assignment, novation or transfer by any Finance Party or portion thereof or interest therein and the payment of any Loan, and may be relied upon by any subsequent Finance Party, regardless of any investigation made at any time by or on behalf of such Finance Party. All statements contained in any certificate or other instrument delivered by or on behalf of an Obligor pursuant to the Finance Documents shall be deemed representations and warranties of that Obligor under that Finance Document.

43. **ACKNOWLEDGEMENT**

Except as expressly set out in the Finance Documents none of the Finance Parties or any of their advisers have given any representation or warranty or other assurance to any Obligor in relation to the Finance Documents and the transactions they contemplate, including as to tax or other effects. The Obligors have not relied on any of them or on any conduct (including any recommendation) by any of them. The Obligors have obtained their own tax and legal advice.

The Banking Code of Practice does not apply to the Finance Documents and the transactions under them.

44. CONTRACTUAL RECOGNITION OF BAIL-IN

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the parties to this Agreement, each party to this Agreement acknowledges and accepts that any liability of any party to this Agreement to any other party to this Agreement under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of any Bail-In Action in relation to any such liability, including (without limitation):

(a) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(b) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it;

(c) a cancellation of any such liability; and

(d) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

For the avoidance of doubt, each party to this Agreement acknowledges that this Clause 44 (*Contractual Recognition of Bail-In*) does not extend to any liability of any party under this Agreement other than a liability which is subject to Bail-in Action by the relevant Resolution Authority.

SECTION 12
GOVERNING LAW AND ENFORCEMENT

45. GOVERNING LAW

This Agreement is governed by Queensland law.

46. ENFORCEMENT

46.1 Jurisdiction

(a) The courts having jurisdiction in Queensland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) (a "**Dispute**").

(b) The Parties agree that those courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) Each Party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within paragraph (a).

(d) This Clause 46.1 (*Jurisdiction*) is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

46.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Australian Obligor):

(a) irrevocably appoints the Borrower as its agent for service of process in relation to any proceedings in connection with any Finance Document; and

(b) agrees that failure by a process agent to notify the relevant Obligor of the process will not invalidate the proceedings concerned.

Each party expressly agrees and consents to the provisions of this Clause 46 (*Enforcement*).

This Agreement has been entered into on the date stated at the beginning of this Agreement.

THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT, THE FACILITIES OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THEREWITH.

SCHEDULE 1
THE ORIGINAL PARTIES

PART I
THE BORROWER

Company Name	Company number	Notice details	
Tritium Pty Ltd	ACN 095 500 280	Address:	48 Miller Street Murarrie QLD 4172 Australia
		Email:	mcollins@tritium.com.au dtoomey@tritium.com.au jhunter@tritium.com.au
		Attention:	Michael Collins, General Counsel David Toomey, Chief Revenue Officer and Head of Corporate Development Jane Hunter, Chief Executive Officer

PART II
THE ORIGINAL GUARANTORS

Company Name	Company number	Notice details	
Tritium DCFC Limited	ACN 650 026 314	Address:	48 Miller Street Murarrie QLD 4172 Australia
		Email:	mcollins@tritium.com.au dtoomey@tritium.com.au jhunter@tritium.com.au
		Attention:	Michael Collins, General Counsel David Toomey, Chief Revenue Officer and Head of Corporate Development Jane Hunter, Chief Executive Officer
Tritium Pty Ltd	ACN 095 500 280	Address:	48 Miller Street Murarrie QLD 4172 Australia
		Email:	mcollins@tritium.com.au dtoomey@tritium.com.au jhunter@tritium.com.au
		Attention:	Michael Collins, General Counsel David Toomey, Chief Revenue Officer and Head of Corporate Development Jane Hunter, Chief Executive Officer
Tritium Holdings Pty Ltd	ACN 145 324 910	Address:	48 Miller Street Murarrie QLD 4172 Australia
		Email:	mcollins@tritium.com.au dtoomey@tritium.com.au jhunter@tritium.com.au
		Attention:	Michael Collins, General Counsel David Toomey, Chief Revenue Officer and Head of Corporate Development Jane Hunter, Chief Executive Officer
Decarbonization Plus Acquisition Corporation II	4349580	Address:	20000 Vermont Avenue, Torrance, CA 90503, United States
		Email:	mcollins@tritium.com.au dtoomey@tritium.com.au jhunter@tritium.com.au
		Attention:	Michael Collins, General Counsel David Toomey, Chief Revenue Officer and Head of Corporate Development Jane Hunter, Chief Executive Officer

Company Name	Company number	Notice details	
Tritium America Corporation	6160114	Address:	20000 Vermont Avenue, Torrance, CA 90503, United States
		Email:	mcollins@tritium.com.au dtoomey@tritium.com.au jhunter@tritium.com.au
		Attention:	Michael Collins, General Counsel David Toomey, Chief Revenue Officer and Head of Corporate Development Jane Hunter, Chief Executive Officer
Tritium Technologies LLC	6160112	Address:	20000 Vermont Avenue, Torrance, CA 90503, United States
		Email:	mcollins@tritium.com.au dtoomey@tritium.com.au jhunter@tritium.com.au
		Attention:	Michael Collins, General Counsel David Toomey, Chief Revenue Officer and Head of Corporate Development Jane Hunter, Chief Executive Officer
Tritium Europe B.V.	68864906	Address:	Luchtvaartstraat 3C, 1059 CA Amsterdam, The Netherlands
		Email:	mcollins@tritium.com.au dtoomey@tritium.com.au jhunter@tritium.com.au
		Attention:	Michael Collins, General Counsel David Toomey, Chief Revenue Officer and Head of Corporate Development Jane Hunter, Chief Executive Officer
Tritium Technologies B.V.	68870795	Address:	Luchtvaartstraat 3B, 1059 CA Amsterdam, The Netherlands
		Email:	mcollins@tritium.com.au dtoomey@tritium.com.au jhunter@tritium.com.au
		Attention:	Michael Collins, General Counsel David Toomey, Chief Revenue Officer and Head of Corporate Development Jane Hunter, Chief Executive Officer
Tritium Technologies Limited	13227921	Address:	1 Princeton Mews, 167-169 London Road, Kingston upon Thames, Surrey KT2 6PT, United Kingdom
		Email:	mcollins@tritium.com.au dtoomey@tritium.com.au jhunter@tritium.com.au
		Attention:	Michael Collins, General Counsel David Toomey, Chief Revenue

Company Name	Company number	Notice details
		Officer and Head of Corporate Development Jane Hunter, Chief Executive Officer

PART III
THE ORIGINAL FACILITY A LENDERS

Original Facility A Lender Name and Notice Details	**Commitment (US$)**
HealthSpring Life & Health Insurance Company, Inc	US$30,000,000

Address for notices related to Payments:
CIG & Co. JPM LLC
c/o Cigna Investments, Inc.
Attention: Fixed Income Securities
Wilde Building, A5PRI
900 Cottage Grove Rd
Bloomfield, Connecticut 06002
E-Mail: Kevin.Pattison@Cigna.com
E-Mail: CIMFixedIncomeSecurities@Cigna.com

Address for All Other Notices:
CIG & Co. JPM LLC
c/o Cigna Investments, Inc.
Attention: Fixed Income Securities
Wilde Building, A5PRI
900 Cottage Grove Rd
Bloomfield, Connecticut 06002
E-Mail: Kevin.Pattison@Cigna.com
E-Mail: CIMFixedIncomeSecurities@Cigna.com

Cigna Health and Life Insurance Company	US$40,000,000

Address for notices related to Payments:
CIG & Co. JPM LLC
c/o Cigna Investments, Inc.
Attention: Fixed Income Securities
Wilde Building, A5PRI
900 Cottage Grove Rd
Bloomfield, Connecticut 06002
E-Mail: Kevin.Pattison@Cigna.com
E-Mail: CIMFixedIncomeSecurities@Cigna.com

Address for All Other Notices:
CIG & Co. JPM LLC
c/o Cigna Investments, Inc.
Attention: Fixed Income Securities
Wilde Building, A5PRI
900 Cottage Grove Rd
Bloomfield, Connecticut 06002
E-Mail: Kevin.Pattison@Cigna.com
E-Mail: CIMFixedIncomeSecurities@Cigna.com

Original Facility A Lender Name and Notice Details	Commitment (US$)
Barings Target Yield Infrastructure Debt Holdco 1 S.À R.L.	US$45,000,000
Primary Admin Contacts for Payment Notices Name: Arabela Militaru Address: BNY Mellon; 500 Grant Street, Pittsburgh, PA 15219 Phone: 412-234-084 Email: BARINGS_TY_INFRA_DEBT_HOLDCO_1_SARL@bny mnotices.com	
Secondary Admin Contacts for Payment Notices Name: Caitlin Farren Address: State Street; 1 Iron Street, Boston, MA 02210 Phone: 617-662-9760 Email: barings-3537@statestreet.com	
Credit Contact — All Other Notices (Including Payment Notices) Name: Eric Pauciello Address: c/o Barings LLC, 300 S. Tryon St Suite 2500, Charlotte, NC 28202 Email: Mark.Ackerman@barings.com Email: Eric.Pauciello@barings.com Email: dlpdgportfolioadmin@barings.com	
Martello Re Limited	US$25,000,000
Credit Contacts (Legal Documentation, Amendments & Waivers) Address: c/o Barings LLC, 300 S. Tryon St Suite 2500, Charlotte, NC 28202 Email: loanadministration@barings.com Email: Mark.Ackerman@barings.com Email: Eric.Pauciello@barings.com Email: dlpdgportfolioadmin@barings.com	
Operations Contacts (Inquiries Only) Email: ccsteam03@bnymellon.com	
REL Batavia Partnership, L.P.	US$10,000,000
Address: c/o Riverstone Holdings, LLC 712 Fifth Avenue - 19th Floor, New York, NY 10019 Attn: Peter Haskopoulos Email: phaskopoulos@riverstonellc.com	
Total Commitments	**US$150,000,000**

SCHEDULE 2

CONDITIONS PRECEDENT

1. **Obligors**

(a) A Director's Certificate given by a director of each Original Obligor substantially in the form as set out in Schedule 8 (*Forms of Director's Certificate*), with the attachments (including, a copy of its constitutions or (a) in respect of Dutch Obligors (i) an up-to-date extract from the Dutch trade register (*handelsregister*) relating to it, (ii) a copy of its deed of incorporation and (iii) a copy of its current articles of association (*statuten*), or (b) in the case of English Obligors (i) its memorandum and articles of association (ii) a copy of its deed of incorporation and certificate(s) of incorporation on change of name (if any)), a copy of a board resolutions of its directors (and in respect of Australian Obligors, an extract thereof) and, if applicable, shareholder resolutions of its shareholders) and the confirmations (including that the only Security of the Borrower is Permitted Security, and post Financial Close, the only indebtedness will be Permitted Financial Indebtedness) and it has obtained all Authorisations in connection with the entry into and performance of the transactions contemplated by this document or for the validity and enforceability of this document), referred to in that form, and dated no earlier than two (2) Business Days before CP Close, and in the case of English Obligors attaching a copy of its PSC register either (i) certifying that: (A) each relevant person has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the Companies Act 2006 from that English Obligor; and (B) no "warning notice" or "restrictions notice" (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of those shares; or (ii) certifying that such English Obligor is not required to comply with Part 21A of the Companies Act 2006.

(b) A secretary's certificate for the US Obligors, including certificates of formation, bylaws, resolutions authorizing the entering into of any Finance Document, good standing certificates, and incumbency certificates, and dated no earlier than two (2) Business Days before CP Close.

2. **Finance Documents**

(a) This Agreement duly executed.

(b) The Security Trust Deed duly executed.

(c) The General Security Deed duly executed.

(d) The Dutch Deeds of Share Pledge duly executed.

(e) The Dutch Security Agreement duly executed.

(f) Each US Security Agreement duly executed.

(g) Each US Pledge Agreement duly executed.

(h) Each English Security Document duly executed.

(i) The Loan Note Deed Poll duly executed.

(j) Each Warrant Document duly executed.

(k) Each Intercreditor Deed duly executed, if there are any Subordinated Debt as at the date of CP Close.

(l) Any Fee Letter duly executed, or, in respect of the Fee Letter regarding payment of fees to the Security Trustee, confirmation from the Security Trustee that such Fee Letter has been duly executed and received.

(m) Any notices or documents required to be given or executed under the terms of the Security Documents in relation to the assets subject to or expressed to be subject to the Security (including (if applicable) all original share certificates and original transfers and stock transfer forms or equivalent duly executed by the relevant Obligor in blank and any other original documents evidencing of title (if any)).

(n) An irrevocable instruction letter to the Warrant Agent (as defined in the Warrant Agreement) executed by Tritium DCFC instructing the Warrant Agent to issue to, and register in the name of, each Original Facility A Lender the initial Warrants to be issued in accordance with the Warrant Registration Rights Agreement and the Warrant Agreement.

(o) A process agent appointment letter in respect of the English Share Charge.

3. **Legal opinions**

(a) A legal opinion of Gilbert + Tobin, legal advisers to the Lenders in Australia, substantially in the form distributed to the Lenders prior to CP Close.

(b) A legal opinion of Linklaters LLP, legal advisers to the Lenders in the Netherlands, substantially in the form distributed to the Lenders prior to CP Close.

(c) A legal opinion of Winston & Strawn, legal advisers to the Lenders in the US, substantially in the form distributed to the Lenders prior to CP Close.

(d) A legal opinion of Akin Gump LLP, legal advisers to the Lenders in England and Wales, substantially in the form distributed to the Lenders prior to CP Close.

4. **Other documents and evidence**

(a) (**Existing Facility**) Evidence that on Financial Close, the Existing Facility will be fully repaid and that any Security granted in respect of such indebtedness will be released (including a copy of the deed of release duly executed by the relevant secured party).

(b) (**Group Structure**) A certified group structure chart for the Group post Financial Close.

(c) (**Financial Model**) A copy of the Financial Model.

(d) (**Authorisations**) A copy of any other Authorisation or other document, opinion or assurance which the Lenders considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by the Finance Documents or for the validity and enforceability of the Finance Documents.

(e) (**Costs**) Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 10 and Clause 15 (*Costs and expenses*) (which includes, for the avoidance of doubt, the fees of legal counsel) have been paid or will be paid by the Utilisation Date.

(f) (**Searches**) Searches in relation to each Original Obligor as soon as reasonably practicable ahead of CP Close, including ASIC, PPSR and Lien searches.

(g) (**KYC**) All documents and other evidence reasonably requested by the Lenders or the Security Trustee in order for that Lender or the Security Trustee (as applicable) to carry out all necessary "know your customer" or other similar checks in relation to the New Lender and each of its authorised signatories under all applicable laws and regulations where such information is not already available to the recipient.

(h) (**Financing statements**) Evidence that each financing statement has been lodged in relation to each Original Obligor including any PPSR and UCC-1 financing statements.

(i) (**Funds Flow**) A funds flow statement reflecting the funds flow on Financial Close.

(j) (**Financial Statements**) The most recent Financial Statements of the Group.

(k) (**Compliance Certificate**) A Compliance Certificate in accordance with the requirements of Clause 18.2 (*Compliance Certificate*) setting out (in reasonable detail) computations as to compliance with the Total Tangible Asset Ratio in accordance with Clause 19 (*Financial Covenants*) on CP Close and the Utilisation Date.

5. **Private Placement Number**

A Private Placement Number issued by Standard & Poor's CUSIP Service Bureau (in cooperation with the SVO) shall have been obtained for the Loan Notes.

PART II

CONDITIONS PRECEDENT REQUIRED TO BE DELIVERED

BY AN ADDITIONAL GUARANTOR

1. An Accession Letter, duly executed by the Additional Guarantor and the Borrower.
2. Unless the Additional Guarantor is an "Obligor" under the Security Trust Deed and each Intercreditor Deed, an Accession Deed, duly executed by the Additional Guarantor and the Borrower.
3. If applicable, a Guarantee (or a supplement to each Guarantee) duly executed by the Additional Guarantor.
4. First ranking security documents in favour of the Security Trustee, as specified by the Lenders in respect of the obligations of the proposed Additional Guarantor (with or without securing the obligations of other Obligors) under the Finance Documents, giving Security over all or substantially all its assets which may be the subject of Security by law.
5. Any notices or documents required to be given or executed under the terms of those security documents or by the Lenders or Security Trustee in relation to the assets subject to or expressed to be subject to the Security (including (if applicable) all original share certificates and original transfers and stock transfer forms or equivalent duly executed by the relevant Obligor in blank and any other original documents evidencing of title (if any)).
6. Evidence that any other step then required to be taken under the terms of those security documents or by the Lenders or Security Trustee in respect of those security documents or Security.
7. A Director's Certificate in respect of the Additional Guarantor duly completed and signed by a director, with any attachments thereto (including, a copy of its constitutions, a copy of a board resolutions of its directors (and in respect of Australian Obligors, an extract thereof) and, if applicable, shareholder resolutions of its shareholders), specimen signatures and the confirmations (including that the only Security of the Borrower is Permitted Security and that it has obtained all Authorisations in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document), and dated no earlier than the date of the Accession Letter.
8. An original power of attorney (if any) for the execution of the Accession Letter from the Additional Guarantor executed under common seal or by two (2) directors or a director and a secretary.
9. A copy of any other Authorisation or other document, opinion or assurance which the Lenders (acting reasonably) considers to be necessary in connection with the entry into and performance of the transactions contemplated by the Accession Letter or for the validity and enforceability of any Finance Document to which the Additional Guarantor is a party.
10. Evidence (if applicable) that the provisions of Part 2J.3 of the Australian Corporations Act (or the equivalent provisions in any other relevant jurisdiction) have been complied with in relation to the Accession Letter (if required) and the transactions contemplated under it.
11. If available, the latest audited Financial Statements of the Additional Guarantor.

12. Such evidence and information, including a legal opinion of legal advisers to the Finance Parties in Australia (and if the Additional Guarantor is incorporated in a jurisdiction outside Australia, a legal opinion of the legal advisers to the Finance Parties in the jurisdiction in which the Additional Guarantor is incorporated) in relation to the execution of the Finance Documents to which the Additional Guarantor is a party.

13. If the proposed Additional Guarantor is incorporated in a jurisdiction outside Australia, evidence that the Borrower has accepted its appointment as process agent under Clause 46.2 (*Service of process*) in relation to the proposed Additional Guarantor.

14. If required by the Lenders, the amount of money (if any) which, in the Lenders' reasonable opinion, is required for payment of any Taxes payable on or in connection with the entry into the above Finance Documents.

15. Any information reasonably required by any Finance Party to meet its internal know your customer compliance requirements and normal operating procedures.

SCHEDULE 3

UTILISATION REQUEST

From: TRITIUM PTY LTD (ACN 095 500 280)
To: [*Lenders*]

Dated:

Dear Sirs

Tritium – Senior Loan Note Subscription Agreement
dated [ ] (the "**Agreement**")

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement shall have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2. We wish to borrow a Loan, by way of issue of Loan Notes, on the following terms:

Proposed Utilisation Date:	[ ] (or, if that is not a Business Day, the next Business Day)
Currency of Loan:	[USD]
Amount:	[ ] or, if less, the Available Facility
Interest Period:	Three (3) months

3. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request. [except as described in the notice dated [*] given to you, a copy of which is attached]

4. The subscription price for Loan Notes should be credited as follows:

4.1 [insert].

5. This Utilisation Request is irrevocable.

Yours faithfully

_____

Authorised Officer

[*name of relevant Borrower*]

SCHEDULE 4
FORM OF TRANSFER CERTIFICATE

To: [*Lenders*]

From: [*The Existing Lender*] (the "**Existing Lender**") and [*The New Lender*] (the "**New Lender**")

Dated:

Tritium – Senior Loan Note Subscription Agreement
dated [ ] (the **"Agreement")**

1. We refer to the Agreement. This is a Transfer Certificate. Terms used in the Agreement shall have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.

2. We refer to Clause 23.3 (*Procedure for transfer*):

   (a) The Existing Lender and the New Lender agree to the Existing Lender and the New Lender novating [all/the part] of the Existing Lender's Commitment referred to in the Schedule with effect from and including the Transfer Date in accordance with Clause 23.3 (*Procedure for transfer*) and corresponding rights and obligations.

   (b) The proposed Transfer Date is [ ].

   (c) The Facility Office and address and attention details for notices of the New Lender for the purposes of Clause 31.2 (*Addresses*) are set out in the Schedule.

3. The New Lender acknowledges the limitations on the Existing Lender's obligations set out in Clause 23.2 (*Limitation of responsibility of Existing Lenders*).

4. In this paragraph, terms defined in the Security Trust Deed have the same meaning. If the New Lender is not already a Beneficiary under the Security Trust Deed, the Security Trustee agrees on behalf of itself and all other Beneficiaries as set out in the Recognition Deed issued under the Security Trust Deed in favour of [*insert party/ies*] [1] . In consideration for that agreement, the New Lender agrees that upon becoming a Lender it is bound by the Recognition Deed, and therefore by the terms set out in the Security Trust Deed as set out in the Recognition Deed.[2] This Transfer Certificate does not impose any other obligation nor constitute any other conduct by the Security Trustee or other Beneficiaries. Each Obligor agrees with the New Lender as set out in the Recognition Deed.

5. This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.

6. This Transfer Certificate is governed by Queensland law.

---

1 If the Recognition Deed is also addressed to other parties alter appropriately.

2 Note: it is not necessary that the Existing Lender transfer rights in the security or under the Security Trust Deed to the New Lender, only that the New Lender become a Beneficiary and bound by the terms of the Recognition Deed. If the Existing Lender is novating its entire participation so it ceases to be a Lender under a Facility Agreement, with no commitment and no amounts owed to it, then under the Security Trust Deed, it will cease to be a Beneficiary.

Executed as a deed

THE SCHEDULE
Commitment/rights and obligations and Loan Notes to be transferred

[insert relevant details]

[Facility Office address and attention details for notices and account details for payments,]

[Existing Lender]	[New Lender]
By:	By:

This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.

SCHEDULE 5
FORM OF ACCESSION LETTER

To: [*Lenders*]

From: [*Subsidiary*] and TRITIUM PTY LTD (ACN 095 500 280)

Dated:

Dear Sirs

Tritium – Senior Loan Note Subscription Agreement
dated [ ] (the **"Agreement")**

1. We refer to the Agreement. This is an Accession Letter. Terms used in the Agreement shall have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.

2. [*Subsidiary*] agrees to become an Additional Guarantor and to be bound by the terms of the Agreement as an Additional Guarantor pursuant to Clause 24.2 (*Additional Guarantors*) of the Agreement. [*Subsidiary*] is a [company duly incorporated under the laws of [*name of relevant jurisdiction*]] / [[*describe nature of entity*] formed under the laws of [*name of relevant jurisdiction*]].

3. [*Subsidiary's*] administrative details are as follows:

   Address:

   Attention:

4. We confirm that no Default or Review Event is continuing or would result from [Subsidiary] becoming an Additional Guarantor.

5. This letter is governed by Queensland law.

   This Guarantor Accession Letter is entered into by deed.

   [Insert execution clause for Borrower] [Insert execution clause for Subsidiary]

SCHEDULE 6
FORM OF RESIGNATION LETTER

To: [*Lenders*]

From: [*resigning Obligor*] and TRITIUM PTY LTD (ACN 095 500 280)

Dated:

Dear Sirs

Tritium – Senior Loan Note Subscription Agreement
dated [ ] (the **"Agreement")**

1. We refer to the Agreement. This is a Resignation Letter. Terms used in the Agreement shall have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
2. Pursuant to Clause 24.4 (*Resignation of a Guarantor*) we request that [*resigning Obligor*] be released from its obligations as a Guarantor under the Agreement.
3. We confirm that no Default or Review Event is continuing or would result from the acceptance of this request and that Clause 20.13 (*Guarantors*) will continue to be complied with after acceptance of this request.
4. This Resignation Letter is governed by Queensland law.

[Insert execution clause for Borrower] [Insert execution clause for resigning Obligor]

SCHEDULE 7
FORM OF COMPLIANCE CERTIFICATE

To: [*Lenders*]

From: TRITIUM PTY LTD (ACN 095 500 280)

Dated:

Dear Sirs

Tritium – Senior Loan Note Subscription Agreement
dated [ ] (the **"Agreement")**

1. We refer to the Agreement. This is a Compliance Certificate. Terms used in the Agreement shall have the same meaning in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. We confirm that as at [*insert applicable calculation date*]:
   (a) the Total Leverage Ratio is [#] times; [*include only if relevant to a Compliance Date*];
   (b) the Total Interest Cover Ratio is [#] times; and [*include only if relevant to a Compliance Date*];
   (c) the Total Tangible Asset Ratio is [#] times; and [*include only if relevant to a TTAR Compliance Date*]; and
   (d) the Loan to Value Ratio is [#].
3. Supporting calculations for the confirmations in item 2 are attached to this Compliance Certificate.
4. The Liquidity Reserve Amount is [#].
5. The most recent Valuation is attached.
6. [We confirm that no Default or Review Event is continuing.]*
7. We confirm that the Guarantors comply with Clause 20.13 (*Guarantors*) of the Agreement as follows:

   [insert details of calculations as appropriate including breakdown of Total Tangible Assets and EBITDA on a Guarantor versus the Group basis.]

Signed: _____ _____

Director Director

* If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.

SCHEDULE 8
FORMS OF DIRECTOR'S CERTIFICATE

PART I
FORM OF DIRECTOR'S CERTIFICATE
FOR AUSTRALIAN OBLIGORS

To: [*Lenders*]

From: Each entity listed in the Schedule ("**Obligors**")

Dated:

Dear Sirs

Tritium – Senior Loan Note Subscription Agreement
dated [ ] (the **"Agreement")**

1 I refer to the Agreement. This is a Director's Certificate. Terms used in the Agreement shall have the same meaning in this Director's Certificate unless given a different meaning in this Director's Certificate.

2 I am a director of each Obligor and am authorised to give this certificate in that capacity on behalf of each Obligor.

3 I certify on behalf of each Obligor as follows:

(a) attached to this certificate marked "A-1" to "A-[#]" are copies of the constitutional documents of each Obligor [including, where applicable, each Trust Deed];

(b) attached to this certificate marked "[B]-1" to "[B]-[#]" are copies of extracts of a resolution of the board of directors of each Obligor:

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(ii) resolving that it is in its best interests to execute the Finance Documents to which it is a party, giving reasons;

(iii) confirming that the Obligor's execution of the Finance Documents to which it is a party and the performance of its obligations under them does not and will not cause the Obligor (or any other person) to contravene Part 2E or Part 2J.3 of the Australian Corporations Act;

(iv) authorising a specified person or persons to execute [the Finance Documents to which it is a party on its behalf]/[a power of attorney for execution of each Finance Document to which it is a party]; and

(v) authorising a specified person or persons, on its behalf, as Authorised Officers to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.

(a) [attached to this certificate marked "C-1" to "C-[#]" are copies of each Authorisation required by each Obligor to enter into the Finance Documents;]

(b) attached to this certificate marked "D" is a copy of the current corporate structure chart for the Group;

(c) the following signatures are the signatures of each person authorised by the resolutions referred to in paragraph 3(b) above [and any attorney appointed under any power of attorney referred to in paragraph (c) above]*:

Name	Position	Date of Birth	Signature
*	*		
*	*		

(d) each Obligor has obtained all Authorisations in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document;

(e) each Obligor is able to pay its debts as and when they become due and payable;

(f) borrowing or guaranteeing, as appropriate, the Total Commitments does not cause any borrowing, guaranteeing or similar limit binding on any Obligor to be exceeded;

(g) no Obligor is in breach of Chapter 2E (Related Party Transactions) or Part 2J.3 (Financial assistance) of the Australian Corporations Act as a result of its entry into, or performance of the transactions contemplated by, the Finance Documents;

(h) at the time of execution of the Finance Documents, each Obligor was solvent and will not become insolvent because the Finance Documents or the transactions contemplated by the Finance Documents are entered into or performed by that Obligor;

(i) each document attached to this certificate is correct, complete and in full force and effect as at the date of this Director's Certificate; and

(j) as at the date of this certificate, the only Financial Indebtedness of each Obligor is Permitted Financial Indebtedness, and the only Security of each Obligor is Permitted Security.

Signed; _____

Director

* Insert if any Original Obligor appoints an attorney to execute the Finance Documents.

Schedule

[Insert name of each Obligor]

PART II
ADDITIONAL NON-AUSTRALIAN OBLIGORS

To: [*Lenders*]

From: [*Additional Guarantor*] ("**Additional Guarantor**")

Dated:

Dear Sirs

Tritium – Senior Loan Note Subscription Agreement
dated[ ] (the "**Agreement**")

1 I refer to the Agreement. This is a Director's Certificate. Terms used in the Agreement shall have the same meaning in this Director's Certificate unless given a different meaning in this Director's Certificate.

2 I am a director of the Additional Guarantor and am authorised to give this certificate in that capacity on behalf of the Additional Guarantor.

3 I certify on behalf of the Additional Guarantor as follows:

(a) attached to this certificate marked "A-1" to "A-[#]" are copies of the constitutional documents [(including the Trust Deed)]of the Additional Guarantor;

(b) attached to this certificate marked "[B]-1" to "[B]-[#]" is a copy of an extract of a resolution of the board of directors of the Additional Guarantor:

(i) approving the terms of, and the transactions contemplated by, the Accession Letter and the other Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(ii) resolving that it is in its best interests to execute the Accession Letter, giving reasons;

(iii) resolving that the Additional Guarantor's execution of the Accession Letter and the other Finance Documents to which it is a party and the performance of its obligations under it and any other Finance Document to which it becomes a party does not and will not cause the Additional Guarantor (or any other person) to contravene Part 2E or Part 2J.3 of the Australian Corporations Act;

(iv) authorising a specified person or persons to execute the Accession Letter on its behalf/[a power of attorney for execution of each Finance Document to which it is a party]; and

(v) authorising a specified person or persons, on its behalf, as Authorised Officers to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it becomes party.

(c) [attached to this certificate marked "[C]-1" is a copy of the power of attorney authorising an attorney to execute the Accession Letter on behalf of the Borrower executed under common seal or by two (2) directors or a director and a secretary;]*

(d) the following signatures are the signatures of each person authorised by the resolutions referred to in paragraph 3(b) above [and any attorney appointed under any power of attorney referred to in paragraph (c) above]*:

Name	Position	Date of Birth	Signature
*	*		
*	*		
*	*		

(e) the Additional Guarantor has obtained all Authorisations in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document;

(f) borrowing or guaranteeing, as appropriate, the Total Commitments does not cause any borrowing, guaranteeing or similar limit binding on the Additional Guarantor to be exceeded;

(g) [the Additional Guarantor is not in breach of Chapter 2E (Related Party Transactions) or Part 2J.3 (Financial assistance) of the Australian Corporations Act as a result of its entry into, or performance of the transactions contemplated by, the Accession Letter and any Finance Documents to which it becomes a party;]**

(h) at the time of execution of the Accession Letter, the Additional Guarantor is solvent and will not become insolvent because the Finance Documents to which it becomes a party or the transactions contemplated by the Finance Documents are entered into or performed by the Additional Guarantor;

(i) each document attached to this certificate is correct, complete and in full force and effect as at a date no earlier than the date of this Director's Certificate; and

(j) as at the date of this certificate, the only Financial Indebtedness of each Obligor is permitted in terms of the Agreement, and the only Security of each Obligor is Permitted Security.

Signed; _____

Director
Of
[*Additional Guarantor*]

* Insert if the Additional Guarantor appoints an attorney to execute the Finance Documents.
** Insert if the Additional Guarantor is incorporated in Australia / equivalent customary provisions in applicable jurisdictions.

SCHEDULE 9
FORM OF LOAN NOTE DEED POLL

THIS DEED POLL is dated _____ and made by TRITIUM PTY LTD (ACN 095 500 280) (the "**Borrower**")

NOW THIS DEED POLL WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions and (unless defined below) definitions in the Subscription Agreement apply in this Deed Poll unless the context requires otherwise.

"**Lender**" means a person [listed in Part III of Schedule 1 (*The Original Parties*) as an Original Facility A Lender to the Subscription Agreement / an Accordion Facility Lender in the Accordion Facility Letter] or any person subsequently inscribed in the Register as holder of a Loan Note which has not ceased to be a party as a Lender to the Subscription Agreement in accordance with the terms of the Subscription Agreement.

"**Loan Notes**" means the rights of a Lender under this Deed Poll and issued in respect of [Facility A/an Accordion Facility], and title to which are recorded in and evidenced by an inscription in the Register.

"**Subscription Agreement**" means the agreement entitled "Senior Loan Note Subscription Agreement" dated _____ 2022, as amended from time to time, between, amongst others, the Borrower and CBA Corporate Services (NSW) Pty Limited (ACN 072 765 434) as Security Trustee and others.

1.2 Interpretation

Clause 1.2 (*Construction*) of the Subscription Agreement applies in this Deed Poll as if references to "this Agreement" were to "this Deed Poll".

2. RIGHTS OF LENDERS

This Deed Poll is a deed poll. Each Lender has the benefit of this Deed Poll and can enforce it even if the Lenders are not a party to, or may not in existence at the time this Deed Poll is executed and delivered.

Each Lender may enforce its rights under this Deed Poll independently from the other Finance Parties, subject to the Finance Documents.

Each of the Lenders (and any person claiming through or under a Lender) are bound by this Deed Poll. The Loan Notes are issued on the condition that the Lenders are taken to have notice of, and be bound by, this Deed Poll and the Subscription Agreement.

The Loan Notes are issued on the condition that the Lenders are bound by the provisions of the Finance Documents binding on the Lenders.

3. CREATION OF LOAN NOTES

By this Deed Poll, the Borrower creates Loan Notes on the date of this Deed Poll in favour of each Lender with:

(a) an aggregate principal amount outstanding from time to time, as recorded in the Register but so that if the principal amount outstanding on a Lender's Loan Notes from the Borrower would otherwise be zero but the Lender's Commitment is greater than zero the Borrower will be indebted to that Lender for one US dollar and accordingly the aggregate principal amount outstanding of that Lender's Loan Notes at that time will be one US dollar; and

(b) a maximum aggregate principal amount equal to the sum of that Lender's Commitments.

4. ACKNOWLEDGEMENT OF DEBT

The Borrower acknowledges that it is indebted to the Lenders for the principal amount outstanding of the Loan Notes from time to time as recorded in the Register.

5. NATURE AND STATUS OF LOAN NOTES

5.1 Constitution and title

The Loan Notes are constituted by this Deed Poll and inscription in the Register. Title to them is conclusively evidenced for all purposes by inscription in the Register subject to rectification for fraud or error. No certificate or other evidence of title to a Loan Note will be issued by or on behalf of the Borrower unless the Borrower determines otherwise or is required to do so by law.

5.2 Issue of Loan Notes

(a) A Loan Note is issued as the date of this Deed Poll, which date will be inscribed in the Register.

(b) A Loan Note is transferred when the details of the transfer are entered in the Register.

5.3 Transfer

The Loan Notes are transferable only in accordance with the Subscription Agreement. The transferor of a Loan Note is taken to remain the holder of that Loan Note until the name of the transferee is entered in the Register in respect of that Loan Note.

5.4 Effect of Issuance of Loan Notes

The issuance of each Loan Note and their entry in the Register constitutes:

(a) an acknowledgment to each Lenders by the Borrower of the indebtedness of the Borrower to that Lender under this Deed Poll;

(b) an undertaking by the Borrower to the Lenders to make all payments of principal and interest in respect of the Loan Note in accordance with the terms of the Loan Note and this Deed Poll; and

(c) an entitlement to the other benefits given to the Lenders under the Finance Documents in respect of the relevant Loan Note.

5.5 Independent Obligations

Subject to the terms of the Subscription Agreement and the other Finance Documents, the obligations of the Borrower in respect of each Loan Note constitute separate and independent obligations which the Lender to whom those obligations are owed is entitled to enforce without having to join any other Lender or any predecessor in title of a Lender.

5.6 Holder Absolutely Entitled

Upon a person acquiring title to any Loan Note by virtue of becoming registered as the owner of that Loan Note, all rights and entitlements arising by virtue of this Deed Poll in respect of that Loan Note vest absolutely in the registered owner of the Loan Note free of all equities. Any person who has previously been the registered owner of the Loan Note does not have, and is not entitled to assert against the Borrower or any other Finance Party or the registered owner of the Loan Note for the time being and from time to time, any rights, benefits or entitlements in respect of the Loan Note.

5.7 Status of Loan Notes

The Loan Notes are senior and secured by the Security granted under the Security Documents.

The Loan Notes rank equally among themselves and with any other loan notes issued under the Subscription Agreement. The Loan Notes rank at least equally with all other unsecured, unsubordinated debt of the Borrower present and future (other than obligations mandatorily preferred by law). Each Loan Note constitutes a separate and independent debt of the Borrower to the relevant Lender.

6. INTEREST, REPAYMENT AND PREPAYMENT

The Borrower must:

(a) pay interest on the principal amount outstanding of each Loan Note in the manner specified in the Subscription Agreement and this Deed Poll;

(b) pay the principal amount outstanding of each Loan Note in the manner specified in the Subscription Agreement and this Deed Poll;

(c) pay any default interest on overdue amounts in the manner specified in the Subscription Agreement and this Deed Poll; and

(d) prepay the principal amount outstanding (together with accrued interest, fees and Break Costs, Prepayment Fees (if applicable), Exit Fees of each Loan Note in the manner specified in the Subscription Agreement and this Deed Poll.

Any amounts which capitalise in accordance with the provisions of the Subscription Agreement shall form part of the principal amount outstanding evidenced by the Loan Notes (and the Borrower shall, upon request by any Lender, issue further Loan Notes evidencing such amounts).

7. OTHER AMOUNTS

The Borrower must make such additional payments in connection with the indebtedness evidenced by the Loan Notes as may be required by it under the Subscription Agreement or any other Finance Document from time to time.

Without limiting any provision of this Deed Poll or the Finance Documents, the Lenders have the benefit of and can enforce each guarantee and indemnity in each Finance Document in its favour, including Clause 6 (*Guarantee and Indemnity*) of the Security Trust Deed.

8. PAYMENTS

The Borrower agrees to make all payments under a Loan Note in the manner specified in Clause 29 (*Payment Mechanics*) of the Subscription Agreement.

9. NOTICES

Clause 31 (*Notices*) of the Subscription Agreement applies to this Deed Poll.

10. GOVERNING LAW

This Deed Poll and the Loan Notes are governed by Queensland law.

EXECUTED and delivered as a deed poll in Queensland.

Each attorney executing this Deed Poll states that he or she has not received notice of the revocation or suspension of his or her power of attorney.

SCHEDULE 10
FORM OF ACCORDION FACILITY LETTER

To: **[Riverstone Entity],** CBA Corporate Services (NSW) Pty Limited **(**ACN 072 765 434) as security trustee for the Tritium Security Trust III (the "**Security Trustee**") and [each other Lender] **(**the "**Original Lenders**")

From: Tritium Pty Ltd (ACN 095 500 280)
(the "**Borrower**")

Date: <Insert>

Dear [•]

Tritium – Loan Note Subscription Agreement dated [•] 2022 among the Borrower, each Original Lender and others (the "**Loan Note Subscription Agreement**")

Parties	The Accordion Facility Lenders, the Borrower and each Original Lender
Accordion Facility Lender	Name: <•> Address: <•> Attention: <•> Email: <•>
Borrower	Tritium Pty Ltd (ACN 095 500 280)
Date of this deed	See Signing page

1. INTERPRETATION

In this letter, words and phrases defined in the Loan Note Subscription Agreement (including by incorporation) have the same meaning, unless the context otherwise requires or the term is defined in the section of this letter above.

2. ACCORDION FACILITY

2.1 Party to Loan Note Subscription Agreement & Bound by Terms

With effect on and from the Accordion Facility Effective Date:

(a) each Accordion Facility Lender and the Borrower (for itself and on behalf of each other Obligor) agree that such Accordion Facility Lender shall be a party to the Loan Note Subscription Agreement as if had been named as a party to that agreement, in the capacity of an Accordion Facility Lender, and accordingly Lender, in respect of the Accordion Facility the subject of this letter, and each party agrees to perform and be bound by the terms and conditions of the Loan Note Subscription Agreement in such capacities; and

(b) each Accordion Facility Lender is taken to have an Accordion Facility Commitment equal to the amount set out opposite that Accordion Facility Lender's name in the following table:

Name of Accordion Facility Lender	**Accordion Facility Commitment**
<•>	<•>

2.2 Accordion facility terms

In relation to the Accordion Facility, the Accordion Facility will be provided on the same terms as Facility A, other than the Availability Period for the Accordion Facility, and subject to Clause 2.3 (*Accordion Facility)* of the Subscription Agreement, the conditions precedent to Utilisation of the Accordion Facility, which shall be as follows:

Availability Period means <•>; and

<Insert any conditions precedent to Utilisation of the Accordion Facility>.

3. ACKNOWLEDGEMENTS BY ACCORDION FACILITY LENDERS

3.1 Receipt of Documents

Each Accordion Facility Lender acknowledges that it has received a copy of the Loan Note Subscription Agreement, the Security Trust Deed and each other Finance Documents together with the other information which it has required in connection with this letter.

3.2 Finance Document

The parties agree that this letter is a Finance Document for the purposes the Loan Note Subscription Agreement.

4. SECURITY TRUST DEED

In this paragraph 4, terms defined in the Security Trust Deed have the same meaning. If an Accordion Facility Lender is not already a Beneficiary under the Security Trust Deed, the Security Trustee agrees on behalf of itself and all other Beneficiaries as set out in the Recognition Deed issued under the Security Trust Deed in favour of [insert party/ies] . In consideration for that agreement, the New Lender agrees that upon becoming a Lender it is bound by the Recognition Deed, and therefore by the terms set out in the Security Trust Deed as set out in the Recognition Deed. This Accordion Facility Letter does not impose any other obligation nor constitute any other conduct by the Security Trustee or other Beneficiaries. The Borrower (for itself and on behalf of each other Obligor) agrees with such Accordion Facility Lender as set out in the Recognition Deed.

5. ACKNOWLEDGEMENT & REPRESENTATIONS

(a) The Borrower (for itself and on behalf of each other Obligor) confirms that each of the conditions set out at Clause 2.3 (*Accordion Facilities*) have been satisfied.

(b) The Borrower (for itself and on behalf of each other Obligor) confirms that all amounts owing under the Accordion Facility constitute "Secured Moneys" for the purposes of the Security Trust Deed and that each Security Document as at the date of this letter continues in full force and effect.

(c) The Borrower (for itself and on behalf of each other Obligor) confirms that the guarantee and indemnity given by it under Clause 6 (*Guarantee and Indemnity*) of the Security Trust Deed continues in full force and effect and applies in relation to the Accordion Facility Commitment.

6. GENERAL

(a) Clause 1.2 (*Construction*) and 1.4 (*Obligors' agent*) of the Loan Note Subscription Agreement applies to this letter as if set out in full in this letter, *mutatis mutandis*.

(b) This letter and any non-contractual obligations arising out of or in connection with it are governed by the laws of Queensland.

(c) This letter may be executed in any number of counterparts, each of which:

(i) may be executed electronically or in handwriting; and

(ii) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.

(d) Without limiting the foregoing, if the signatures on behalf of one party are on more than one copy of a Finance Document, this shall be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of that Finance Document.

7. NOTICES

The details for notices to each Accordion Facility Lender (and that Accordion Facility Lender's Facility Office) for the purposes of the Loan Note Subscription Agreement, including Clause 31 (*Notices*) of the Loan Note Subscription Agreement, are as set out above.

DATED:

EXECUTED

<Insert execution clauses for the Borrower, the Accordion Facility Lenders and each other Lender>

BORROWER AND ORIGINAL GUARANTOR

Signed for and on behalf of **Tritium Pty Ltd (ACN 095 500 280)**

in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

/s/ Jane Hunter	/s/ Michael R. Collins
Signature of Director	Signature of Director
Jane Hunter	Michael R. Collins
Full name (print)	Full name (print)

HOLDCO AND ORIGINAL GUARANTOR

Signed for and on behalf of **Tritium Holdings Pty Ltd (ACN 145 324 910)**

in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

/s/ Jane Hunter	/s/ Michael R. Collins
Signature of Director	Signature of Director
Jane Hunter	Michael R. Collins
Full name (print)	Full name (print)

THE ORIGINAL GUARANTORS

Signed for and on behalf of **Tritium America Corporation** by:

/s/ Jane Hunter
Signature of authorised signatory

Jane Hunter
Name of authorised signatory (print)

/s/ Michael R. Collins
Signature of authorised signatory

Michael R. Collins
Name of authorised signatory (print)

Signed for and on behalf of **Tritium Technologies LLC** by:

Seal

/s/ Jane Hunter
Signature of authorised signatory

Jane Hunter
Name of authorised signatory (print)

/s/ Michael R. Collins
Signature of authorised signatory

Michael R. Collins
Name of authorised signatory (print)

Signed for and on behalf of **Tritium Europe B.V.**

Seal

/s/ Jane Hunter	/s/ Michael R. Collins
Signature of authorised signatory	Signature of authorised signatory
Jane Hunter	Michael R. Collins
Name of authorised signatory (print)	Name of authorised signatory (print)

Signed for and on behalf of **Tritium Technologies B.V.**

Seal

/s/ Jane Hunter	/s/ Michael R. Collins
Signature of authorised signatory	Signature of authorised signatory
Jane Hunter	Michael R. Collins
Name of authorised signatory (print)	Name of authorised signatory (print)

Signed for and on behalf of **Tritium Technologies Limited**

Seal

/s/ Jane Hunter
Signature of authorised signatory

Jane Hunter
Name of authorised signatory (print)

/s/ Michael R. Collins
Signature of authorised signatory

Michael R. Collins
Name of authorised signatory (print)

Signed for and on behalf of **Tritium DCFC Limited (ACN 650 026 314)**

in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

/s/ Jane Hunter	/s/ Michael R. Collins
Signature of Director	Signature of Company Secretary
Jane Hunter	Michael R. Collins
Full name (print)	Full name (print)

Signed for and on behalf of

Decarbonization Plus Acquisition Corporation II

Seal

/s/ Jane Hunter	/s/ Michael R. Collins
Signature of authorised signatory	Signature of authorised signatory
Jane Hunter	Michael R. Collins
Name of authorised signatory (print)	Name of authorised signatory (print)

THE ORIGINAL FACILITY A LENDERS

Signed for and on behalf of **HealthSpring Life & Health Insurance Company, Inc**

By: Cigna Investments, Inc. (authorized agent)

in the presence of:

/s/ Kevin Pattison
By:

Kevin Pattison
Name (print)

Managing Director
Title (print)

Signed for and on behalf of **Cigna Health and Life Insurance Company**

By: Cigna Investments, Inc. (authorized agent)

in the presence of:

/s/ Kevin Pattison
By:

Kevin Pattison
Name (print)

Managing Director
Title (print)

Signed by)
BARINGS TARGET YIELD INFRASTRUCTURE DEBT HOLDCO 1 S.À R.L.)
acting by its attorney)
BARINGS LLC)
acting by:)

/s/ Mark Ackerman
By:

Mark Ackerman
Name (print)

Signed by)
MARTELLO RE LIMITED)
By: **BARINGS LLC**, as Investment Manager)
)
)

Seal

/s/ Mark Ackerman
By:

Mark Ackerman
Name (print)

Managing Director
Title (print)

Signed by

REL IP GENERAL PARTNER LIMITED, the general partner of **REL IP GENERAL PARTNER, L.P.**, the general partner of **REL BATAVIA PARTNERSHIP, L.P**

)
)
)
)
)
)

Seal

/s/ Peter Haskopoulos
By: Peter Haskopoulos

Peter Haskopoulos
Name

THE SECURITY TRUSTEE

SIGNED its attorney for **CBA CORPORATE SERVICES (NSW) PTY LIMITED** under power of attorney dated 26 November 2013	)	
WARREN LAW	)	
in the presence of:	)	
/s/ Anne Mcleod	)	
Signature of witness	)	
ANNE MCLEOD	)	/s/ Warren Law
Name of witness (block letters)	)	By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

This document was witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW)

THE WARRANTS AND THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***ACT***"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (A) A REGISTRATION STATEMENT UNDER THE ACT COVERING SUCH SECURITIES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW OR (B) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE COMPANY REQUESTS, AN OPINION OF COUNSEL, IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY, TO SUCH EFFECT HAS BEEN RENDERED.

SUBSCRIPTION AND REGISTRATION RIGHTS AGREEMENT

THIS SUBSCRIPTION AND REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of September 2, 2022, is made and entered into by and among Tritium DCFC Limited (ACN 650 026 314), an Australian public company (the "***Company***"), and the undersigned parties listed under Holder on the signature pages hereto (each such party, together with any person or entity who hereafter becomes a party to this Agreement pursuant to Section 1.1 or 5.2 of this Agreement, a "***Holder***" and collectively, the "***Holders***"). Capitalized terms used in this Agreement and not otherwise defined elsewhere in this Agreement shall have the meanings set forth in Section 7.1 hereof, and capitalized terms used but not otherwise defined in this Agreement shall have the meanings given in the Warrant Agreement (as defined below).

RECITALS

WHEREAS, in connection with the financing transactions described under the Senior Loan Note Subscription Agreement, dated as of September 2, 2022 (the "***LNSA***"), among the Company and the lenders party thereto, the Company is issuing to the Holders pursuant to this Agreement and the Warrant Agreement, dated as of September 2, 2022 (the "***Warrant Agreement***"), among the Company, Computershare Inc., a Delaware corporation ("***Computershare***"), and its affiliate, Computershare Trust Company, N.A., a federally chartered trust company (together with Computershare, collectively, the "***Warrant Agent***"), warrants to subscribe for and purchase ordinary shares of the Company ("***Ordinary Shares***") (such warrants being referred to as "***Warrants***");

WHEREAS, in connection with the Financial Close and the Accordion Facility Effective Date (as defined in the LNSA), if any, the Holders desire to enter into this Agreement, pursuant to which the Company shall (i) grant and issue the Warrants to the Holders and (ii) grant the Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement; and

WHEREAS, after (i) the Financial Close, the Initial Holders (as defined below) will own Warrants to subscribe for and purchase an aggregate of 2,030,840 Ordinary Shares, subject to adjustment as contemplated herein and (ii) the Accordion Facility Effective Date, if any, the Accordion Holders (as defined below) will own Warrants to subscribe for and purchase an aggregate of up to 135,389 Ordinary Shares, subject to adjustment as contemplated herein (the number of Ordinary Shares subject to Warrants, as adjusted, the "***Warrant Shares***").

NOW, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
WARRANTS

1.1 Grant of Warrant. (a) Subject to the conditions set forth in this Agreement, in connection with the transactions contemplated by the LNSA, the Company hereby grants and issues to each Holder on the date hereof and on the Accordion Facility Effective Date the number of Warrants evidencing the right to subscribe for and purchase, in each case, in accordance with the terms and conditions set forth herein and in the Warrant Agreement, the Warrant Shares. For each Holder that is a Facility A Lender (as defined in the LNSA) (an "***Initial Holder***"), the number of Warrants granted shall be equal to the Initial Holder's Facility A Relevant Proportion of the number of Warrants determined by multiplying (i) the quotient of (x) US$14,500,000 divided by (y) the Initial Share Price by (ii) the sum of 1 plus the quotient of (A) the Exercise Price (as defined below) divided by (B) the Initial Share Price. For each Holder that is an Accordion Facility Lender (as defined in the LNSA) (an "***Accordion Holder***"), the number of Warrants granted shall be equal to the Accordion Holder's Accordion Facility Relevant Proportion of the number of Warrants determined by multiplying (i) the quotient of (x) US$966,667 divided by (y) the Initial Share Price by (ii) the sum of 1 plus the quotient of (A) the Exercise Price divided by (B) the Initial Share Price. Each Warrant shall initially be exercisable for one Warrant Share, subject to adjustment as described in Sections 3.3.3 and 4 of the Warrant Agreement, and the terms and conditions of the Warrants issued to the Initial Holders and any Accordion Holders shall be identical except for the issuance date. For the avoidance of doubt, the issuance date for a given Warrant shall be deemed to be the date specified in the instructions from the Company to the Warrant Agent instructing the issuance of such Warrant.

(b) The Accordion Holder shall execute and deliver a written agreement to become a party to and to be bound by the terms and conditions of this Agreement as a Holder granted Warrants hereunder, substantially in the form of the Counterpart Signature Page and Joinder attached as Exhibit A hereto.

1.2 Terms and Exercise of Warrants.

1.2.1 Exercise Price. Each Warrant shall, if a physical certificate is issued when countersigned by the Warrant Agent, entitle the person or entity in whose name such Warrant is registered in the warrant register (the "***Registered Holder***") thereof, subject to the provisions of such Warrant, the Warrant Agreement and of this Agreement, to subscribe for and purchase from the Company the number the Warrant Shares stated therein, at the price of $0.0001 per share (the "***Exercise Price***").

1.2.2 Vesting and Expiration of Warrants. The vesting and expiration of the Warrants shall be in accordance with Section 3.2 of the Warrant Agreement.

1.2.3 Exercise of Warrants. The exercise of the Warrants shall be effected in accordance with Section 3.3 of the Warrant Agreement.

1.3 Adjustments to Number of Warrant Shares. In order to prevent dilution, the number of Warrant Shares issuable upon exercise of the Warrants shall be subject to adjustment from time to time in accordance with Section 4 of the Warrant Agreement.

1.4 Transfer and Exchange of Warrants. The transfer and exchange of the Warrants shall be effected in accordance with Section 5 of the Warrant Agreement.

1.5 Redemption. The redemption of the Warrants shall be effected in accordance with Section 6 of the Warrant Agreement.

1.6 Other Provisions Relating to the Warrants. The Warrants will be in all respects subject to the other terms and conditions relating to the Warrants set forth in the Warrant Agreement.

ARTICLE II
REGISTRATIONS

2.1 Registration.

2.1.1 Shelf Registration. (a) The Company agrees that, within forty-five (45) calendar days after the Financial Close, the Company will file with the Commission (at the Company's sole cost and expense) a Registration Statement registering the resale of all Registrable Securities (including any Registrable Securities eligible for registration pursuant to Rule 416 or Rule 462(b) under the Securities Act) on a continuous basis pursuant to Rule 415 under the Securities Act (a "***Shelf Registration***") and to the extent that the Company is eligible to file an automatic shelf registration statement on Form F-3 ASR (an "***Automatic Shelf Registration Statement***"), the Shelf Registration shall be an Automatic Shelf Registration Statement that includes the Warrant Adjustment Securities.

(b) The Company shall use its commercially reasonable efforts to cause such Registration Statement to become effective by the Commission as soon as reasonably practicable after the initial filing of the Registration Statement but no later than the earlier of (a) the 60th calendar day (or 90th calendar day if the Commission notifies the Company that it will conduct a full "review" the Registration Statement) following the Financial Close and (b) the tenth (10^{th}) Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "***Effectiveness Date***") and, in any event, shall use best efforts to cause the Registration Statement to be declared effective under the Securities Act within one year of the date of this Agreement; provided, however, that the Company's obligations to include the Registrable Securities in the Registration Statement are contingent upon Holder furnishing in writing to the Company such information regarding Holder, the securities of the Company held by Holder and the intended method of disposition of the Registrable Securities as shall be reasonably requested by the Company to effect the registration of the Registrable Securities, and Holder shall execute a selling stockholder questionnaire in connection with such registration as the Registrable Securities may reasonably request that is customary of a selling stockholder in similar situations; *provided*, that Holder shall not be required to execute any lock-up or similar agreement or otherwise be subject to any contractual restriction on the ability to transfer the Registrable Securities except as provided for in Section 3.3. Subject to the limitations contained in this Agreement, the Company shall effect any Shelf Registration on such appropriate registration form of the Commission (a) as shall be selected by the Company and (b) as shall permit the resale or other disposition of the Registrable Securities by the Holders. If at any time a Registration Statement filed with the Commission pursuant to Section 2.1.1 is effective and a Holder provides written notice to the Company that it intends to effect an offering of all or part of the Registrable Securities included on such Registration Statement, the Company will use its commercially reasonable efforts to amend or supplement such Registration Statement as may be necessary in order to enable such offering to take place in accordance with the terms of this Agreement. Notwithstanding anything to the contrary herein, the Company shall not be required to include in any Shelf Registration any Warrant Adjustment Securities for so long as the Company is in compliance with the current public information requirement under Rule 144(c)(1) promulgated under the Securities Act (or Rule 144(i)(2) promulgated under the Securities Act, if applicable). In the event Warrant Adjustment Securities are issued to the Holders subsequent to Financial Close and the Company is not in compliance with the current public information requirement under Rule 144(c)(1) promulgated under the Securities Act (or Rule 144(i)(2) promulgated under the Securities Act, if applicable), the Holders shall be entitled to the Shelf Registration rights in this Section 2.1.1 with respect to those Warrant Adjustment Securities; *provided*, that, the Company shall be able to effect such Shelf Registration using (i) a new Registration Statement, (ii) an amendment or supplement to an existing Registration Statement or (iii) any combination thereof in the Company's discretion and on the form the Company is then eligible to use that covers the most Registrable Securities (including to the extent eligible the Warrant Adjustment Securities) in the following order of priority: (1) Form F-3 ASR, (2) Form F-3 and (3) Form F-1. The Company shall use its best efforts (x) to convert any Form F-1 relating to the Shelf Registration of the Registrable Securities to a Form F-3 as soon as practicable after the Company is eligible to use Form F-3 and (y) to file an automatic shelf registration statement on Form F-3 ASR to cover the future issuances of Warrant Adjustment Securities as soon as practicable after the Company becomes a "well-known seasoned issuer" (as defined in Rule 405 under the Securities Act).

2.1.2 [RESERVED]

2.2 Piggyback Registration.

2.2.1 Piggyback Rights. If the Company proposes to (i) file a Registration Statement under the Securities Act with respect to the Registration of equity securities of the Company, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities of the Company, for its own account or for the account of shareholders of the Company, other than a Registration Statement (A) filed in connection with any employee stock option or other benefit plan, (B) pursuant to a Registration Statement on Form F-4 or S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto) (C) for an exchange offer or offering of securities solely to the Company's existing shareholders, (D) for an offering of debt that is convertible into equity securities of the Company or (E) for a dividend reinvestment plan, or (ii) consummate an Underwritten Offering for its own account or for the account of shareholders of the Company (other than pursuant to the terms of this Agreement), then the Company shall give written notice of such proposed action to all of the Holders of Registrable Securities as soon as practicable (but in the case of filing a Registration Statement, not less than ten (10) days before the anticipated filing date of such Registration Statement), which notice shall (x) describe the amount and type of securities to be included, the intended method(s) of distribution and the name of the proposed managing Underwriter or Underwriters, if any, and (y) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within (a) five (5) days in the case of filing a Registration Statement and (b) two (2) days in the case of an Underwritten Offering (unless such offering is an overnight or bought Underwritten Offering, then one (1) day), in each case after receipt of such written notice (such Registration, a "***Piggyback Registration***"). The Company shall cause such Registrable Securities to be included in such Piggyback Registration and shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.2.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company included in such Piggyback Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. If no written request for inclusion from a Holder is received within the specified time, each such Holder shall have no further right to participate in such Piggyback Registration. All such Holders proposing to include Registrable Securities in an Underwritten Offering under this subsection 2.2.1 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of the equity securities of the Company that the Company desires to sell, taken together with (i) the shares of equity securities of the Company, if any, as to which Registration or Underwritten Offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which Registration or Underwritten Offering has been requested pursuant to Section 2.2 of this Agreement and (iii) the shares of equity securities of the Company, if any, as to which Registration or Underwritten Offering has been requested pursuant to separate written contractual piggyback registration rights of other shareholders of the Company, exceeds the Maximum Number of Securities, then:

(a) If the Registration or Underwritten Offering is undertaken for the Company's account, the Company shall include in any such Registration or Underwritten Offering (A) first, the Ordinary Shares or other equity securities of the Company that the Company desires to issue, which can be issued without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.1.1 of this Agreement (pro rata based on the respective number of Registrable Securities that each Holder (if any) has requested be included in such Registration or Underwritten Offering and the aggregate number of Registrable Securities that all Holders have requested be included in such Registration or Underwritten Offering (such proportion is referred to herein as "***Pro Rata***")), which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), Ordinary Shares or other equity securities of the Company, if any, as to which Registration or Underwritten Offering has been requested pursuant to written contractual piggyback registration rights of other shareholders of the Company, which can be sold without exceeding the Maximum Number of Securities; or

(b) If the Registration or Underwritten Offering is pursuant to a demand by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration or Underwritten Offering (A) first, Ordinary Shares or other equity securities of the Company, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.1.1 of this Agreement, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), Ordinary Shares or other equity securities of the Company that the Company desires to issue, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), Ordinary Shares or other equity securities of the Company for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to, as applicable, the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration or the launch of the Underwritten Offering with respect to such Piggyback Registration. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons or entities pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement or abandon an Underwritten Offering in connection with a Piggyback Registration at any time prior to the launch of such Underwritten Offering. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.2.3.

2.3 [RESERVED]

2.4 Restrictions on Registration Rights. If (A) the filing, initial effectiveness, or continued use of a Registration Statement at any time would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control; or (B) in the good faith judgment of a majority of the Board, the filing, initial effectiveness, or continued use of a Registration Statement would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing, initial effectiveness or continued use of such Registration Statement at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the majority of the Board it would be seriously detrimental to the Company for such Registration Statement to be filed, declared effective or continued to be used in the near future and that it is therefore essential to defer or discontinue the filing, initial effectiveness or continued use of such Registration Statement. In such event, the Company shall have the right to defer or discontinue such filing or offering for a period of not more than thirty (30) days; provided, however, that the Company shall not defer its obligation in this manner more than once in any twelve (12)-month period.

ARTICLE III
COMPANY PROCEDURES

3.1 General Procedures. The Company shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible and to the extent applicable:

3.1.1 prepare and file with the Commission, within the time frame required by Section 2.1.1, a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective, including filing a replacement Registration Statement, if necessary, until all Registrable Securities covered by such Registration Statement have been sold or are no longer issued (such period, the "***Effectiveness Period***");

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by the Holders or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus or are no longer issued;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Holders of Registrable Securities included in such Registration or Underwritten Offering, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus (including each preliminary Prospectus) and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holders; *provided*, that the Company will not have any obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system;

3.1.4 prior to any Registration of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; *provided, however*, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 during the Effectiveness Period, furnish a conformed copy of each filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus or any document that is to be incorporated by reference into such Registration Statement or Prospectus, promptly after such filing of such documents with the Commission to each seller of such Registrable Securities or its counsel; *provided*, that the Company will not have any obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system;

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act;

3.1.10 in accordance with Section 3.4 of this Agreement of this Agreement, notify the Holders of the happening of any event as a result of which a Misstatement exists, and then to correct such Misstatement as set forth in Section 3.4 of this Agreement;

3.1.11 in the event of an Underwritten Offering, permit a representative of the Holders (such representative to be selected by a majority of the Holders), or the Underwriters facilitating such Underwritten Offering or other issue or sale pursuant to such Registration, if any, and any attorney, consultant or accountant retained by such Holders or Underwriter to participate, at each such person's or entity's own expense, in the preparation of the Registration Statement or the Prospectus, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney, consultant or accountant in connection with the Registration; *provided, however*, that such representatives or Underwriters enter to confidentiality agreements, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.12 obtain a comfort letter from the Company's independent registered public accountants in the event of an Underwritten Offering pursuant to such Registration, in customary form and covering such matters of the type customarily covered by comfort letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.13 in the event of an Underwritten Offering pursuant to such Registration, on the date the Registrable Securities are issued or delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Holders or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to such participating Holders or Underwriter;

3.1.14 in the event of an Underwritten Offering pursuant to such Registration to which the Company has consented, to the extent reasonably requested by such Underwriter in order to engage in such offering, allow the Underwriters to conduct customary "underwriter's due diligence" with respect to the Company;

3.1.15 in the event of any Underwritten Offering pursuant to such Registration, enter into and perform its obligations under an underwriting agreement or other subscription or purchase or sales agreement, in usual and customary form, with the managing Underwriter of such offering or sale;

3.1.16 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full semi-annual fiscal period after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission); *provided*, that the Company will not have any obligation to provide any information pursuant to this clause that is available on the Commission's EDGAR system;

3.1.17 if the Registration involves the Registration of Registrable Securities in an Underwritten Offering, use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering; and

3.1.18 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter if such Underwriter has not then been named with respect to the applicable Underwritten Offering or other offering involving a registration as an Underwriter, as applicable.

3.2 Registration Expenses. The Registration Expenses in respect of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders.

3.3 Requirements for Participation in Underwritten Offerings. No person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person (i) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements. For the avoidance of doubt, no Holder shall be required to execute a lock-up agreement in order to participate in an Underwritten Offering unless the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that such Holders' failure to enter into a lock-up agreement would be seriously detrimental to the ability of the Underwriters and the Company to successfully execute such Underwritten Offering, in which case such Holders shall be required to execute a lock-up agreement on substantially the same terms as similarly situated participants in such Underwritten Offering in order to participate in such offering.

3.4 Suspension of Sales. Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to (A) delay or postpone the (i) initial effectiveness of any Registration Statement or (ii) launch of any Underwritten Offering, in each case, filed or requested pursuant to this Agreement, and (B) from time to time to require the Holders not to sell under any Registration Statement or Prospectus or to suspend the effectiveness thereof, if the negotiation or consummation of a transaction by the Company or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event, the Board reasonably believes, upon the advice of legal counsel, would require additional disclosure by the Company in the applicable Registration Statement or Prospectus of material information that the Company has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement or Prospectus would be expected, in the reasonable determination of the Board, upon the advice of legal counsel, to cause the Registration Statement or Prospectus to fail to comply with applicable disclosure requirements (each such circumstance, a "***Suspension Event***"); provided, however, that the Company may not delay or suspend a Registration Statement, Prospectus or Underwritten Offering on more than two occasions, for more than sixty (60) consecutive calendar days, or more than ninety (90) total calendar days, in each case during any twelve-month period. Upon receipt of any written notice from the Company of a Suspension Event while a Registration Statement filed pursuant to this Agreement is effective or if as a result of a Suspension Event a Misstatement exists, each Holder agrees that (i) it will immediately discontinue offers and sales of Registrable Securities under each Registration Statement filed pursuant to this Agreement until the Holder receives copies of a supplemental or amended Prospectus (which the Company agrees to promptly prepare) that corrects the relevant misstatements or omissions and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Company that it may resume such offers and sales and (ii) it will maintain the confidentiality of information included in such written notice delivered by the Company unless otherwise required by law or subpoena. If so directed by the Company, the Holders will deliver to the Company or, in Holders' sole discretion destroy, all copies of each Prospectus covering Registrable Securities in Holders' possession; provided, however, that this obligation to deliver or destroy shall not apply (A) to the extent the Holders are required to retain a copy of such Prospectus (x) to comply with applicable legal, regulatory, self-regulatory or professional requirements or (y) in accordance with a bona fide pre-existing document retention policy or (B) to copies stored electronically on archival servers as a result of automatic data back-up.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Section 13(a) or 15(d) of the Exchange Act. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Registrable Securities held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV
INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers and directors and each person who controls such Holder (within the meaning of the Securities Act) (collectively, the "***Holder Indemnified Persons***") against all losses, claims, damages, liabilities and out-of-pocket expenses (including reasonable outside attorneys' fees and inclusive of all reasonable outside attorneys' fees arising out of the enforcement of each such persons' rights under this Section 4.1) resulting from any Misstatement or alleged Misstatement, except insofar as the same are caused by or contained in any information furnished in writing to the Company by or on behalf of such Holder Indemnified Person specifically for use therein.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall, severally and not jointly, indemnify the Company, its directors and officers and agents and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and out-of-pocket expenses (including reasonable outside attorneys' fees and inclusive of all reasonable outside attorneys' fees arising out of the enforcement of each such persons' rights under this Section 4.1) resulting from any Misstatement or alleged Misstatement, but only to the extent that the same are made in reliance on and in conformity with information relating to the Holder so furnished in writing to the Company by or on behalf of such Holder specifically for use therein. In no event shall the liability of any selling Holder hereunder be greater in amount than the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement giving rise to such indemnification obligation.

4.1.3 Any person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (*provided* that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim or there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one outside counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities.

4.1.5 If the indemnification provided under Section 4.1 of this Agreement is held by a court of competent jurisdiction to be unavailable to an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall to the extent permitted by law contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or such indemnified party and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; *provided, however*, that the liability of any Holder under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The

amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 of this Agreement, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V
MISCELLANEOUS

5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery or (iii) transmission by hand delivery, telecopy, telegram, facsimile or email. Each notice or communication that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third (3rd) Business Day following the date on which it is mailed, in the case of notices delivered by courier service, hand delivery, telecopy or telegram, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation, and in the case of notices delivered by facsimile or email, at such time as it is successfully transmitted to the addressee. Any notice or communication under this Agreement must be addressed, if to the Company, to: 48 Miller Street, MURARRIE, QLD 4172, Australia, Attention: Michael Collins, or by email at: mcollins@tritium.com.au, and, if to any Holder, to the address of such Holder as it appears in the applicable register for the Registrable Securities or such other address as may be designated in writing by such Holder (including on the signature pages hereto). Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.

5.2 Assignment; No Third Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors.

5.2.3 This Agreement shall not confer any rights or benefits on any persons that are not parties hereto or do not hereafter become a party to this Agreement pursuant to Section 5.2 of this Agreement.

5.2.4 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice provided in accordance with Section 5.1 of this Agreement and (ii) the written agreement of the assignee to become a party to and to be bound by the terms and conditions of this Agreement as a Holder granted Warrants hereunder, substantially in the form of the Counterpart Signature Page and Joinder attached as Exhibit A hereto. Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.3 Counterparts. This Agreement may be executed in multiple counterparts (including executed manually or electronically via DocuSign or other similar services and delivered via facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION.

5.5 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority in interest of the total Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; *provided, however*, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

5.6 Other Registration Rights. The Company represents and warrants that no person, other than (a) the holders that are named in the Amended and Restated Registration Rights Agreement, dated January 13, 2022, by and among the Company, the SPAC, and the other parties thereto, (b) the holders of the Company's warrants pursuant to that certain Warrant Agreement, dated as of February 3, 2021, by and between the SPAC and Continental Stock Transfer & Trust Company, and assigned to and assumed by the Company, Computershare Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A., on or about January 13, 2022, and (c) Palantir Technologies Inc., pursuant to its Amended and Restated Subscription Agreement with the Company and the SPAC, dated as of January 31, 2022, and (d)(i) entities affiliated with St Baker Energy Holdings Pty Ltd, (ii) Varley Holdings Pty Ltd, (iii) Ilwella Pty Ltd and (iv) Decarbonization Plus Acquisition Sponsor II LLC (together, the "***Option Holders***"), pursuant to the option agreements entered into with each of the Option Holders and the Company, each dated as of January 13, 2022, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the issue or sale of securities for its own account or for the account of any other person.

5.7 Term. This Agreement shall terminate, with respect to any Holder, upon the date as of which such Holder ceases to hold any Registrable Securities. The provisions of Article IV shall survive any termination.

5.8 Foreign Private Issuer Status. If the Company ceases to be a "foreign private issuer" (as defined in Rule 405 of the Securities Act) eligible to use a registration statement on Form F-1, Form F-3 or Form F-3 ASR, as the case may be, then all references in this Agreement to any such form shall be deemed to be references to Form S-1, Form S-3 or Form S-3 ASR, as applicable, or such similar or successor form as may be appropriate.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

6.1 Company Representations and Warranties. The Company represents and warrants that:

6.1.1 The Company is a corporation registered and validly existing under the Corporations Act, with corporate power and authority to own, lease and operate its properties and conduct its business as presently conducted and to enter into, deliver and perform its obligations under this Agreement.

6.1.2 The Holder will subscribe for and acquire on each Share Issue Date the full legal and beneficial ownership of the applicable Warrant Shares which shall be (i) free and clear of all encumbrances, subject to the registration of the Holder in the register of shareholders; (ii) duly authorized by all necessary corporation action on the part of the Company prior to the relevant Exercise Date and validly issued by the Company; (iii) free of competing rights, including pre-emptive rights or rights of first refusal; and (iv) fully paid and have no money owing in respect of them (assuming full payment therefor in accordance with the terms of this Agreement).

6.1.3 This Agreement has been duly authorized, executed and delivered by the Company and constitutes the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

6.1.4 Assuming the accuracy of each Holder's representations and warranties set forth in Section 6.2 of this Agreement, the execution and delivery by the Company of this Agreement, and the performance by the Company of its obligations under this Agreement, including the grant of the Warrant and issuance of the Warrant Shares and the consummation of the other transactions contemplated herein and therein do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, which would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, properties, financial condition, shareholders' equity or results of operations of the Company (a "***Material Adverse Effect***") or materially affect the validity of the Warrant or the Warrant Shares or the legal authority of the Company to comply in all material respects with the terms of this Agreement; (ii) the constitution of the Company as amended or varied from time to time (the "***Constitution***") or other organizational documents (as applicable) of the Company; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Company or any of its properties that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or materially affect the validity of the Warrant or the Warrant Shares or the legal authority of the Company to comply in all material respects with this Agreement.

6.1.5 Other than the Company's issued public warrants and private placement warrants to subscribe for and purchase Ordinary Shares, there are no securities or instruments issued by or to which the Company is a party containing anti-dilution or similar provisions that will be triggered by the issuance of the Warrant or the Warrant Shares that have not been validly waived.

6.1.6 Assuming the accuracy of each Holder's representations and warranties set forth in Section 6.2 of this Agreement, the Company is not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of (i) the Constitution, (ii) any loan or credit agreement, guarantee, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which the Company is now a party or by which the Company's properties or assets are bound or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Company or any of its properties, except, in the case of clauses (ii) and (iii), for defaults or violations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

6.1.7 Assuming the accuracy of each Holder's representations and warranties set forth in Section 6.2 of this Agreement, the Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization or other person in connection with the execution, delivery and performance by the Company of this Agreement (including, without limitation, the issuance of the Warrant and the Warrant Shares), other than (i) the filing with the Commission of the registration statement, (ii) filings required by applicable U.S. state or federal or Australian securities laws, (iii) filings required by the Exchange Act, and (iv) consents or filings, the failure of which to obtain or file would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or have a material adverse effect on the Company's ability to consummate the transactions contemplated hereby, including the sale and issuance of the Warrant and the Warrant Shares.

6.1.8 As of the date of this Agreement, the Company has the share capital and outstanding indebtedness described in the SEC Documents (as defined below) or as otherwise disclosed by the Company. All issued Ordinary Shares have been duly authorized and validly issued, are fully paid and are not subject to any call for payment of further capital (subject to full payment therefor in accordance with the terms of this Agreement) and are not subject to preemptive rights. Except as described in the SEC Documents or as otherwise disclosed by the Company,

there are no issued options, warrants or other rights to subscribe for, purchase or acquire from the Company any Ordinary Shares or other equity interests in the Company, or securities convertible into or exchangeable or exercisable for such equity interests. As of the date hereof, the Company has no subsidiaries (other than the subsidiaries set forth on Schedule 6.1.8 attached hereto) and does not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated. There are no shareholder agreements, voting trusts or other agreements or understandings to which the Company is a party or by which it is bound relating to the voting of any securities of the Company, other than as set forth in the SEC Documents or as otherwise disclosed by the Company.

6.1.9 The Company has not received any written communication from a governmental entity alleging that the Company is not in compliance with or is in default or violation of any applicable law, except where such non-compliance, default or violation would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.1.10 Assuming the accuracy of each Holder's representations and warranties set forth in Section 6.2 of this Agreement, no registration under the Securities Act is required for the offer and sale of the Warrant or the Warrant Shares by the Company to such Holder in the manner contemplated by this Agreement.

6.1.11 Neither the Company nor any person acting on its behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) in connection with any offer or sale of the Warrant and the Warrant Shares.

6.1.12 There is no (i) suit, action, proceeding, or arbitration pending, or, to the Company's knowledge, threatened against the Company or (ii) judgment, decree, injunction, ruling or order of any governmental entity or arbitrator outstanding against the Company, except for such matters as have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

6.1.13 The Company has not paid, and is not obligated to pay, any brokerage, finder's or other commission or similar fee in connection with its issuance and sale of the Warrant or the Warrant Shares.

6.1.14 None of the Company, its subsidiaries or any of their affiliates, nor any person acting on their behalf has, directly or indirectly, made any offers of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Warrant or the Warrant Shares under the Securities Act, whether through integration with prior offerings pursuant to Rule 502(a) of the Securities Act or otherwise.

6.1.15 The Company and its affiliates will not directly or indirectly use the proceeds from the exercise of the Warrant or issuance of any Warrant Shares, or lend, contribute or otherwise make available such proceeds to a subsidiary, joint venture partner or other person or entity (i) to fund a person or entity named on an OFAC List, (ii) that is owned or controlled by, or acting on behalf of, a person, that is named on an OFAC List, (iii) that is organized, incorporated, established, located, resident or born in, or a citizen, national, or the government, including any political subdivision, agency, or instrumentality thereof, of, Cuba, Iran, North Korea, Syria, the Donetsk, Luhansk and Crimea regions of Ukraine, or any other country or territory embargoed or subject to substantial trade restrictions by the United States, (iv) that is a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515 or (v) that is a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank.

6.1.16 The Company is not, and immediately after receipt of payment by the Company for the Warrant Shares will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

6.1.17 The Company has made available to the Holder (including via the Commission's EDGAR system) a copy of each form, report, statement, schedule, prospectus, proxy, registration statement and other document, if any, filed by the Company with the Commission since the first date on which any class of securities of the Company was registered with the Commission, if any (the "***SEC Documents***"), which SEC Documents, as of their

respective filing dates, complied in all material respects with the applicable requirements of the Exchange Act, Securities Act, and the applicable rules and regulations of the Commission promulgated thereunder. None of the SEC Documents filed under the Exchange Act (except to the extent that information contained in any SEC Document has been superseded by a later timely filed SEC Document) contained, when filed, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in the case of any SEC Document that is a registration statement, or included, when filed, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, in the case of all other SEC Documents. The Company has timely filed each report, statement, schedule, prospectus, and registration statement that the Company was required to file with the Commission since its inception. There are no material outstanding or unresolved comments in comment letters from the staff of the Commission with respect to any of the SEC Documents.

6.2 Holder Representations and Warranties. Each Holder represents and warrants to the Company in respect of itself and not any other Holder that:

6.2.1 Holder has been duly formed or incorporated and is validly existing in good standing under the laws of its jurisdiction of incorporation or formation, with the requisite entity power and authority to enter into, deliver and perform its obligations under this Agreement.

6.2.2 This Agreement has been duly authorized, executed and delivered by Holder. This Agreement is enforceable against Holder in accordance with its terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

6.2.3 No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of Holder in connection with the consummation of the transactions contemplated by this Agreement.

6.2.4 The execution and delivery by Holder of this Agreement, and the performance by Holder of its obligations under this Agreement, including accepting the grant of the Warrant, the subscription for and purchase of the Warrant Shares and the consummation of the other transactions contemplated herein will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Holder or any of its subsidiaries pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Holder or any of its subsidiaries is a party or by which Holder or any of its subsidiaries is bound or to which any of the property or assets of Holder or any of its subsidiaries is subject, which would reasonably be expected to have a material adverse effect on the business, properties, financial condition, shareholders' equity or results of operations of Holder and any of its subsidiaries, taken as a whole (a "***Holder Material Adverse Effect***"), or materially affect the legal authority of Holder to comply in all material respects with the terms of this Agreement; (ii) the organizational documents of Holder; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Holder or any of its subsidiaries or any of their respective properties that would reasonably be expected to have a Holder Material Adverse Effect or materially affect the legal authority of Holder to comply in all material respects with this Agreement.

6.2.5 Holder (i) is a "***qualified institutional buyer***" (as defined in Rule 144A under the Securities Act) or an institutional "***accredited investor***" (within the meaning of Rule 501(a)(1), (2), (3) (5), (6), (7), (10), (11) or (12) under the Securities Act), (ii) is acquiring the Warrant and, to the extent exercised, the Warrant Shares, only for its own account, or if Holder is acquiring the Warrant and the Warrant Shares as a fiduciary or agent for one or more investor accounts, each owner of such account is a "qualified institutional buyer" or an institutional "accredited investor" (each as defined above) and Holder has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account, and (iii) is not acquiring the Warrant or, to the extent exercised, the Warrant Shares, with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or the Corporations Act.

6.2.6 Holder understands that the Warrant and the Warrant Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Warrant and the Warrant Shares have not been registered under the Securities Act. Holder understands that the Warrant and the Warrant Shares may not be resold, transferred, pledged or otherwise disposed of by Holder absent an effective registration statement under the Securities Act, except (i) to the Company or a subsidiary thereof, (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act and in compliance with all applicable laws, (iii) pursuant to Rule 144 under the Securities Act, provided that all of the applicable conditions thereof have been met or (iv) pursuant to another applicable exemption from the registration requirements of the Securities Act. Holder acknowledges that the Warrant Shares will not be eligible for resale pursuant to Rule 144A promulgated under the Securities Act. Holder understands and agrees that the Warrant Shares will be subject to the foregoing restrictions and, as a result, Holder may not be able to readily resell the Warrant Shares and may be required to bear the financial risk of an investment in the Warrant Shares for an indefinite period of time. Holder understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Warrant Shares.

6.2.7 Holder understands and agrees that Holder is subscribing for and purchasing the Warrant and the Warrant Shares directly from the Company and Holder consents to become a member of the Company. This Agreement serves as an application by the Holder for the allotment of Ordinary Shares subscribed for and purchased under this Agreement on the applicable Share Issue Date and accordingly it will not be necessary for the Holder to provide a separate (additional) application on or prior to the applicable Share Issue Date for those Ordinary Shares. Holder agrees to be bound by the Constitution upon the issue to the Holder of any Ordinary Shares. Holder further acknowledges that there have been no representations, warranties, covenants and agreements made to Holder by the Company or any of its officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements included in this Agreement.

6.2.8 Holder's acquisition and holding of the Warrant and the Warrant Shares will not constitute or result in a non-exempt prohibited transaction under section 406 of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"), section 4975 of the Internal Revenue Code of 1986, as amended (the "***Code***"), or any applicable similar law.

6.2.9 In making its decision to accept the grant of the Warrant and subscribe for and purchase, to the extent exercised, the Warrant Shares, Holder represents that it has relied solely upon its own independent investigation. Holder acknowledges and agrees that Holder has received and has had the opportunity to review such information and documents as Holder deems necessary to make an investment decision with respect to the Warrant and the Warrant Shares. Holder represents and agrees that Holder and Holder's professional advisor(s), if any, have had the full opportunity to ask such questions, receive such answers and obtain such information as Holder and such Holder's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Warrant and the Warrant Shares.

6.2.10 Holder became aware of this offering of the Warrant and the Warrant Shares solely by means of direct contact between Holder and the Company or a representative of the Company, and the Warrant and the Warrant Shares were offered to Holder solely by direct contact between Holder and the Company or a representative of the Company. Holder acknowledges that the Company represents and warrants that the Warrant and the Warrant Shares (i) were not offered by any form of general solicitation or general advertising and (ii) are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, any state securities laws or any applicable laws of any other jurisdiction.

6.2.11 Holder acknowledges that it is aware that there are substantial risks incident to the subscription for, purchase and ownership of the Warrant and the Warrant Shares. Holder is a sophisticated investor and is able to fend for itself in the transactions contemplated herein, has exercised its independent judgment in evaluating its investment in the Warrant and the Warrant Shares, has such knowledge and experience in financial, business and tax matters as to be capable of evaluating the merits, risks and uncertainties inherent in an investment in the Warrant and the Warrant Shares, and Holder has sought such accounting, legal, economic and tax advice as Holder has considered necessary to make an informed investment decision.

6.2.12 Alone, or together with any professional advisors, Holder represents and acknowledges that Holder has adequately analyzed and fully considered and assumed the risks of an investment in the Warrant and the Warrant Shares and determined that the Warrant and the Warrant Shares are a suitable investment for Holder and that Holder is able at this time and in the foreseeable future to bear the economic risk of a total loss of Holder's investment in the Company. Holder acknowledges specifically that a possibility of total loss exists.

6.2.13 Holder understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Warrant or the Warrant Shares or made any findings or determination as to the fairness of an investment in the Warrant or the Warrant Shares.

6.2.14 If Holder is or is acting on behalf of (i) an employee benefit plan that is subject to Title I of ERISA, (ii) a plan, an individual retirement account or other arrangement that is subject to section 4975 of the Code, (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement described in clauses (i) and (ii) (each, an "***ERISA Plan***"), or (iv) an employee benefit plan that is a governmental plan (as defined in section 3(32) of ERISA), a church plan (as defined in section 3(33) of ERISA), a non-U.S. plan (as described in section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing clauses (i), (ii) or (iii) but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "***Similar Laws***," and together with the ERISA Plans, "***Plans***"), Holder represents and warrants that (i) neither the Company nor its respective affiliates (the "***Transaction Parties***") has provided investment advice or has otherwise acted as the Plan's fiduciary, with respect to its decision to subscribe for and acquire and hold the Warrant Shares, and none of the Transaction Parties is or shall at any time be the Plan's fiduciary with respect to any decision to subscribe for and acquire and hold the Warrant Shares, and none of the Transaction Parties is or shall at any time be the Plan's fiduciary with respect to any decision in connection with Holder's investment in the Warrant Shares; and (ii) its subscription for and purchase of the Warrant Shares will not result in a non-exempt prohibited transaction under section 406 of ERISA or section 4975 of the Code, or any applicable Similar Law.

6.2.15 If Holder is located in the United Kingdom or a member state of the European Economic Area, it represents and warrants that it is a qualified investor (within the meaning of Regulation (EU) 2017/1129).

6.2.16 If the Holder is located in Australia, the Holder represents and warrants that it is a person who falls within an exempt offer category in section 708 of the Corporations Act (including "***sophisticated investors***" or "***professional investors***" within the meaning of section 708(8) and 708(11) respectively of the Corporations Act).

6.2.17 If Holder is located in the United Kingdom, Holder represents and warrants that it is a person of a kind described in articles 19(5) or 49(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (SI 2005/1529) (as amended) or is otherwise a person to whom an invitation or inducement to engage in investment activity may be communicated without contravening section 21 of the Financial Services and Markets Act 2000.

ARTICLE VII
CERTAIN DEFINITIONS

7.1 Definitions. The terms defined in this Section 7.1 shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Accordion Facility Effective Date***" shall have the meaning given in the LNSA.

"***Accordion Facility Lender***" shall have the meaning given in the LNSA.

"***Accordion Facility Relevant Proportion***" means, in relation to an Accordion Holder, the proportion of Accordion Facility Commitments (as defined in the LNSA) that such Accordion Holder makes available under the LNSA as it bears to the Total Accordion Facility Commitments (as defined in the LNSA) made available under the LNSA as at such date.

"***Board***" shall mean the board of directors of the Company.

"***Business Day***" shall mean a day, other than a Saturday, Sunday or federal holiday, on which banks in New York City and Brisbane are generally open for normal business.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Facility A Lender***" shall have the meaning given in the LNSA.

"***Facility A Relevant Proportion***" means, in relation to an Initial Holder, the proportion of Facility A Commitments (as defined in the LNSA) that such Initial Holder makes available under the LNSA as it bears to the Total Facility A Commitments (as defined in the LNSA) made available under the LNSA as at such date.

"***Financial Close***" shall have the meaning given in the LNSA.

"***Maximum Number of Securities***" shall mean the maximum dollar amount or maximum number of equity securities of the Company that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method or the probability of success of such offering.

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus (in the light of the circumstances under which they were made) not misleading.

"***OFAC Lists***" means, collectively, the List of Specially Designated Nationals and Blocked Persons, the Executive Order 13599 List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, each of which is administered by the U.S. Treasury Department's Office of Foreign Assets Control.

"***Person***" means any individual, sole proprietorship, partnership, limited liability company, corporation, joint venture, trust, incorporated organization or government or department or agency thereof.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***Registrable Securities***" shall mean (a) the Warrants, (b) any Warrant Shares issued or issuable upon the exercise of any such Warrants, and (c) any other equity security of the Company issued or issuable with respect to any such Warrant Shares held by a Holder immediately following the Financial Close by way of a share sub-division or share dividend or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization; provided, however, that, as to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (B) such securities shall have been otherwise transferred and have been recorded by the Company's transfer agent in book-entry form not bearing a legend restricting further transfer and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be issued by the Company; or (D) such securities may be sold without registration pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) without the requirement for the Company to be in compliance with the current public information requirement under Rule 144(c)(1) promulgated under the Securities Act (or Rule 144(i)(2) promulgated under the Securities Act, if applicable).

"***Registration***" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and any such registration statement having been declared effective by, or become effective pursuant to rules promulgated by, the Commission.

"***Registration Expenses***" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority and any securities exchange on which the Ordinary Shares is then listed);

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company;

(E) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration;

(F) reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of Registrable Securities held by the holders pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, not to exceed US$50,000; and

(G) reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of Registrable Securities held by the Holders hereunder, not to exceed US$25,000.

"***Registration Statement***" shall mean any registration statement under the Securities Act that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***SPAC***" shall mean Decarbonization Plus Acquisition Corporation II, a Delaware corporation.

"***Underwriter***" shall mean a securities dealer who subscribes for and purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Offering***" shall mean a Registration in which securities of the Company are issued or sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"***Warrant Adjustment Securities***" shall mean any Registrable Securities issued to the Holders subsequent to the Financial Close pursuant to the warrant adjustments contemplated in Section 3.3.3 (Guaranteed Value) and Section 4 (Adjustments to Number of Warrant Shares) of the Warrant Agreement, other than such Registrable Securities that are eligible for registration (x) pursuant to Rule 416 or 462(b) under the Securities Act or (y) on an Automatic Shelf Registration Statement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

TRITIUM DCFC LIMITED,
an Australian public company in accordance with section 127 of the Corporations Act 2001 (Cth)

By: /s/ Jane Hunter
Name: Jane Hunter
Title: Chief Executive Officer and Director

By: /s/ Michael R. Collins
Name: Michael R. Collins
Title: General Counsel and Corporate Secretary

[Signature Page to Subscription and Registration Rights Agreement]

HOLDER:

CIGNA HEALTH AND LIFE INSURANCE COMPANY

By: CIGNA INVESTMENTS, INC. (authorized agent)

Number of Warrants: 541,558

Signature of Holder

/s/ Kevin Pattison

Signature of Joint Holder, if applicable:

By:

Name: Kevin Pattison

Title: Managing Director

Date: September 1, 2022

By:

Name:

Title:

Name of Holder: Cigna Health and Life Insurance Company

Name of Joint Holder, if applicable:

(Please print. Please indicate name and capacity of person signing above)

(Please print. Please indicate name and capacity of person signing above)

Name in which securities are to be registered (if different):

Notice address (pursuant to Section 5.1 of this Agreement):

Email Address: [REDACTED]

If there are joint investors, please check one:

☐ Joint Tenants with Rights of Survivorship

☐ Tenants-in-Common

☐ Community Property

Holder's EIN: [REDACTED]

Joint Holder's EIN:

Business Address-Street: c/o Cigna Investments, Inc.

900 Cottage Grove Road, A5PRI

Hartford, CT 06152

Mailing Address-Street (if different)

City, State, Zip:

Attn:

Telephone No.: [REDACTED]

Facsimile No.:

City, State, Zip:

Attn:

Telephone No.:

Facsimile No.:

HOLDER:

HEALTHSPRING LIFE & HEALTH INSURANCE COMPANY, INC.

By: CIGNA INVESTMENTS, INC. (authorized agent)

Number of Warrants: 406,168

Signature of Holder

/s/ Kevin Pattison

Signature of Joint Holder, if applicable:

By:

Name: Kevin Pattison

Title: Managing Director

Date: September 1, 2022

By:

Name:

Title:

Name of Holder: Healthspring Life & Health Insurance Company, Inc.

Name of Joint Holder, if applicable:

(Please print. Please indicate name and capacity of person signing above)

(Please print. Please indicate name and capacity of person signing above)

Name in which securities are to be registered (if different):

Notice address (pursuant to Section 5.1 of this Agreement):

Email Address: [REDACTED]

If there are joint investors, please check one:

☐ Joint Tenants with Rights of Survivorship

☐ Tenants-in-Common

☐ Community Property

Holder's EIN: [REDACTED]

Joint Holder's EIN:

Business Address-Street: c/o Cigna Investments, Inc.
900 Cottage Grove Road, A5PRI

Mailing Address-Street (if different)

Hartford, CT 06152

City, State, Zip:

City, State, Zip:

Attn:

Attn:

Telephone No.: [REDACTED]

Telephone No.:

Facsimile No.:

Facsimile No.:

HOLDER: BARINGS TARGET YIELD INFRASTRUCTURE DEBT HOLDCO 1 S.À R.L.

Acting by its attorney Barings LLC acting by	**Number of Warrants: 609,252**
Signature of Holder	Signature of Joint Holder, if applicable:
/s/ Patrick Mansean	
By:	By:
Name: Patrick Mansean	Name:
Title: Managing Director	Title:
Date: September 1, 2022	
Name of Holder: Barings Target Yield Infrastructure Debt Holdco 1 S.À R.L	Name of Joint Holder, if applicable:
(Please print. Please indicate name and capacity of person signing above)	(Please print. Please indicate name and capacity of person signing above)
Name in which securities are to be registered (if different):	Notice address (pursuant to Section 5.1 of this Agreement):
Email Address:	
If there are joint investors, please check one:	
☐ Joint Tenants with Rights of Survivorship	
☐ Tenants-in-Common	
☐ Community Property	
Holder's EIN: [REDACTED]	Joint Holder's EIN:
Business Address-Street: c/o Barings LLC 300 S. Tryon St., Suite 2500	Mailing Address-Street (if different)
Charlotte, North Carolina 28202	
City, State, Zip:	City, State, Zip:
Attn: Mark Ackerman	Attn:
Telephone No.: [REDACTED]	Telephone No.:
Facsimile No.:	Facsimile No.:

[Signature Page to Subscription and Registration Rights Agreement]

HOLDER: MARTELLO RE LIMITED

Acting by its attorney Barings LLC acting by	**Number of Warrants: 338,473**
Signature of Holder /s/ Patrick Mansean	Signature of Joint Holder, if applicable:
By:	By:
Name: Patrick Mansean	Name:
Title: Managing Director	Title:
Date: September 1, 2022	
Name of Holder: Martello Re Limited	Name of Joint Holder, if applicable:
(Please print. Please indicate name and capacity of person signing above)	(Please print. Please indicate name and capacity of person signing above)
Name in which securities are to be registered (if different):	Notice address (pursuant to Section 5.1 of this Agreement):
Email Address:	
If there are joint investors, please check one:	
☐ Joint Tenants with Rights of Survivorship	
☐ Tenants-in-Common	
☐ Community Property	
Holder's EIN: [REDACTED]	Joint Holder's EIN:
Business Address-Street: c/o Barings LLC 300 S. Tryon St., Suite 2500	Mailing Address-Street (if different)
Charlotte, North Carolina 28202	
City, State, Zip:	City, State, Zip:
Attn: Mark Ackerman	Attn:
Telephone No.: [REDACTED]	Telephone No.:
Facsimile No.:	Facsimile No.:

[Signature Page to Subscription and Registration Rights Agreement]

HOLDER: REL BATAVIA PARTNERSHIP, L.P.

By Riverstone Holdings, LLC, as Investment Manager	**Number of Warrants: 135,389**
Signature of Holder /s/ Peter Haskopoulos	Signature of Joint Holder, if applicable:
By:	By:
Name: Peter Haskopoulos	Name:
Title: Authorized Person	Title:
Date: September 1, 2022	
Name of Holder: REL Batavia Partnership, L.P.	Name of Joint Holder, if applicable:
(Please print. Please indicate name and capacity of person signing above)	(Please print. Please indicate name and capacity of person signing above)
Name in which securities are to be registered (if different):	Notice address (pursuant to Section 5.1 of this Agreement):
Email Address:	
If there are joint investors, please check one:	
☐ Joint Tenants with Rights of Survivorship	
☐ Tenants-in-Common	
☐ Community Property	
Holder's EIN: [REDACTED]	Joint Holder's EIN:
Business Address-Street: c/o Riverstone Holdings, LLC 712 Fifth Avenue, 19th Floor	Mailing Address-Street (if different)
New York, NY 10019	
City, State, Zip:	City, State, Zip:
Attn:	Attn:
Telephone No.:	Telephone No.:
Facsimile No.:	Facsimile No.:

[Signature Page to Subscription and Registration Rights Agreement]

EXHIBIT A

COUNTERPART SIGNATURE PAGE AND JOINDER TO
SUBSCRIPTION AND REGISTRATION RIGHTS AGREEMENT

Reference is hereby made to that certain Subscription and Registration Rights Agreement dated as of September 2, 2022, by and among Tritium DCFC Limited and the other signatories listed as "Holders" therein (as amended, restated or modified from time to time, the "Agreement"). This Counterpart Signature Page and Joinder is delivered pursuant to Section 1.1(b) or 5.2.4 of the Agreement.

The undersigned hereby agrees (i) to become a party to and to be bound by the terms and conditions of the Agreement as a Holder granted Warrants thereunder and (ii) that the address set forth below the undersigned's signature shall be the address of the undersigned for purposes of delivering notices under the Agreement to the undersigned pursuant to Section 5.1 of the Agreement. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

[**SIGNATURE PAGE FOLLOWS**]

HOLDER:	**Number of Warrants:_____**
Signature of Holder	Signature of Joint Holder, if applicable:
By:	By:
Name:	Name:
Title:	Title:
Date: _____, 202__	
Name of Holder:	Name of Joint Holder, if applicable:
(Please print. Please indicate name and capacity of person signing above)	(Please print. Please indicate name and capacity of person signing above)
Name in which securities are to be registered (if different):	Notice address (pursuant to Section 5.1 of this Agreement):
Email Address:	
If there are joint investors, please check one:	
☐ Joint Tenants with Rights of Survivorship	
☐ Tenants-in-Common	
☐ Community Property	
Holder's EIN:	Joint Holder's EIN:
Business Address-Street:	Mailing Address-Street (if different)
City, State, Zip:	City, State, Zip:
Attn:	Attn:
Telephone No.:	Telephone No.:
Facsimile No.:	Facsimile No.:

Schedule 6.1.8

Subsidiaries

Exhibit 10.5

Execution Version

WARRANT AGREEMENT

TRITIUM DCFC LIMITED

THIS WARRANT AGREEMENT (this "***Agreement***"), dated as of September 2, 2022, is by and among Tritium DCFC Limited, an Australian public company limited by shares (the "***Company***" or "***DCFC***"), Computershare Inc., a Delaware corporation ("***Computershare***"), and its affiliate, Computershare Trust Company, N.A., a federally chartered trust company, (together with Computershare, collectively, the "***Warrant Agent***"). Capitalized terms used in this Agreement and not otherwise defined elsewhere in this Agreement shall have the meanings set forth in Section 10 hereof.

WHEREAS, in connection with the financing under the Senior Loan Note Subscription Agreement dated as of September 2, 2022 (the "***LNSA***") among the Company and the lenders party thereto (the "***Lenders***"), the Company is issuing to the Lenders or their affiliates warrants to subscribe for and purchase ordinary shares in the capital of DCFC ("***Ordinary Shares***") (such warrants being referred to as "***Warrants***") pursuant to the Subscription and Registration Rights Agreement, dated September 2, 2022 (the "***Subscription Agreement***"), by and among the Company and the parties listed under Holder on the signature pages thereto (each such party, together with any person or entity who hereafter becomes a party to the Subscription Agreement pursuant to Section 1.1 or 5.2 of the Subscription Agreement, a "***Holder***" and collectively, the "***Holders***"); and

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, redemption and exercise of the Warrants and the issuance of Ordinary Shares upon exercise of the Warrants; and

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights and immunities of the Company, the Warrant Agent and the Holders; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when, if a physical certificate is issued, executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Appointment of Warrant Agent. The Company hereby appoints the Warrant Agent to act as agent for the Company for the Warrants, and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the express terms and conditions set forth in this Agreement.

2. Warrants.

2.1. Form of Warrant. Each Warrant shall be issued in registered form only and initially issued in book-entry form.

2.2. Effect of Countersignature. If a physical certificate is issued, unless and until countersigned in manual, facsimile or other electronic form by the Warrant Agent pursuant to this Agreement, such physical certificated Warrant shall be invalid and of no effect and may not be exercised by the holder thereof.

2.3. Registration.

2.3.1. Warrant Register. The Warrant Agent shall maintain books (the "***Warrant Register***"), for the registration of original issuance and the registration of transfer of the Warrants. Upon the initial issuance of the Warrants, the Warrant Agent shall issue and register the Warrants in the names of the respective Holders in such denominations and otherwise in accordance with instructions delivered to the Warrant Agent by the Company. For the avoidance of doubt, the date of issuance for a given Warrant shall be deemed to be the date specified in the instructions from the Company to the Warrant Agent instructing the issuance of such Warrant.

Physical certificates, if issued, shall be signed by, or bear the facsimile signature of, the Chairman of the Board, Chief Executive Officer, Chief Financial Officer, Secretary or other principal officer of the Company. In the event the person whose facsimile signature has been placed upon any Warrant shall have ceased to serve in the capacity in which such person signed the Warrant before such Warrant is issued, it may be issued with the same effect as if he or she had not ceased to be such at the date of issuance.

2.3.2. Registered Holder. Prior to due presentment for registration of transfer of any Warrant, the Company and the Warrant Agent may deem and treat the person or entity in whose name such Warrant is registered in the Warrant Register (the "***Registered Holder***") as the absolute owner of such Warrant and of each Warrant represented thereby (notwithstanding any notation of ownership or other writing on any physical certificate made by anyone other than the Warrant Agent), for the purpose of any exercise thereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

2.4. Fractional Warrants. The Company shall not issue fractional Warrants. If a holder of Warrants would be entitled to receive a fractional Warrant, the Company shall round up or down, as applicable, to the nearest whole number the number of Warrants to be issued to such holder.

3. Terms and Exercise of Warrants.

3.1. Exercise Price. Each Warrant shall (or if a physical certificate is issued, when countersigned by the Warrant Agent) entitle the Registered Holder thereof, subject to the provisions of such Warrant, the Subscription Agreement and of this Agreement, to subscribe for and purchase from the Company the number of Ordinary Shares stated therein (the "***Warrant Shares***"), at the price of $0.0001 per share (the "***Exercise Price***").

3.2. Vesting and Expiration of Warrants.

3.2.1. Vesting Schedule. Subject to Section 3.2.2, the Warrants shall vest and become exercisable by each Registered Holder as follows:

(a) One third of the Warrants will vest and be immediately exercisable upon Financial Close (as defined in the LNSA);

(b) One third of the Warrants will vest and be exercisable on the date that is nine (9) months after the date of the Financial Close; and

(c) One third of the Warrants will vest and be exercisable on the date that is eighteen (18) months after the date of the Financial Close.

3.2.2. Accelerated Vesting. All or any unvested Warrants shall be fully vested and become immediately exercisable for the maximum number of Ordinary Shares subject to the Warrant if:

(a) the closing price per Ordinary Share on the Nasdaq Stock Market over any consecutive fifteen (15)-day period following the date of the Financial Close is equal to or greater than, two times the Initial Share Price;

(b) there is a material breach by the Company of this Agreement, the Subscription Agreement or the LNSA;

(c) there is an Event of Default (as defined in the LNSA); or

(d) a third party other than the Registered Holders announces, or the Company announces, an intention to proceed with a transaction that would reasonably be likely to result in a Change of Control (as defined in the LNSA) or any other transaction having a substantially similar effect.

3.2.3. Expiration of Unvested Warrants. Any unvested Warrants shall become void, and all rights thereunder and all rights in respect thereof under this Agreement shall cease upon the earlier to occur of: (i) repayment in full of the Loans (as defined in the LNSA) under the LNSA and the termination of the LNSA and (ii) the termination of the LNSA in connection with non-occurrence of the Financial Close (the "***Expiration Date***"); *provided*, *however*, that notwithstanding the foregoing, any Warrants that have vested on or prior to the Expiration Date shall continue to be vested and exercisable.

3.3. Exercise of Warrants.

3.3.1. Payment. Subject to the provisions of the Warrant, the Subscription Agreement and this Agreement, a Warrant, when countersigned by the Warrant Agent if a physical certificate is issued, may be exercised to the extent vested by the Registered Holder thereof by delivering, at the office designated for such purpose, (i) a written notice (an "***Exercise Notice***") of the Registered Holder's election to subscribe for and purchase (as set forth on the Warrant) the

number of Warrant Shares set forth in such Exercise Notice pursuant to the exercise of a Warrant, properly completed and duly executed by the Registered Holder on the reverse of the warrant certificate attached as Exhibit A hereto (the "***Warrant Certificate***") accompanied by any evidence of authority that may be reasonably required by the Warrant Agent, including but not limited to, a signature guarantee from an eligible guarantor institution participating in a signature guarantee program approved by the Securities Transfer Association and (ii) the payment in full of the Exercise Price for each Warrant Share as to which the Warrant is exercised and any and all applicable taxes due in connection with the exercise of the Warrant and the issuance of such Warrant Shares, as follows:

(a) in lawful money of the United States, by wire transfer of immediately available funds payable to the Company's account at the Warrant Agent;

(b) by instructing the Warrant Agent to withhold a number of Warrant Shares then issuable upon exercise of the Warrant with an aggregate Fair Market Value (as defined below) as of the Exercise Date (as defined below) equal to the aggregate Exercise Price in accordance with the following formula:

$$X = \frac{Y\,(A-B)}{A}$$

Where:

X = the net number of Warrant Shares to be issued to the Registered Holder.

Y = the number of Warrant Shares the Registered Holder has elected to subscribe for and purchase under the vested Warrant being exchanged.

A = the Fair Market Value of one Ordinary Share as of the Exercise Date.

B = Exercise Price in effect as of the Exercise Date; or

(c) any combination of the foregoing.

(d) Notwithstanding anything to the contrary herein, beginning on the date that is one (1) year from the issuance date of the Warrant being exercised, Holders shall only be permitted to exercise the Warrants pursuant to Section 3.3.1(b) above.

3.3.2. Issuance of Ordinary Shares on Exercise. Within five (5) Business Days of the later of the date of (i) receipt by the Company of an Exercise Notice (the "***Exercise Date***") and (ii) the clearance of the funds in payment of the Exercise Price (if payment is pursuant to subsection 3.3.1(a)) (the "***Share Issue Date***"), the Company shall issue to the Registered Holder of such Warrant a book-entry position or certificate, as applicable, for the number of Warrant Shares to which he, she or it is entitled to receive upon exercise of the Warrant (including any Additional Warrant Shares (as defined below) issuable pursuant to Section 3.3.3), registered in such name or names as may be directed by him, her or it, and if such Warrant shall not have been

exercised in full, a new book-entry position (or if a physical certificate is issued, a countersigned Warrant Certificate), as applicable, for the number of Warrant Shares as to which such Warrant shall not have been exercised. No Warrant shall be exercisable and the Company shall not be obligated to issue Warrant Shares upon exercise of a Warrant unless the Warrant Shares issuable upon such Warrant exercise has been registered, qualified or deemed to be exempt from registration or qualification under the securities laws of the state of residence of the Registered Holder of the Warrants. If, by reason of any exercise of Warrants on a "cashless basis" pursuant to Section 3.3.1(b), the holder of such Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a Warrant Share, the Company shall, at its election, either (i) pay to the holder an amount in cash (by wire transfer of immediately available funds) equal to the product of (x) such fraction, multiplied by (y) the Fair Market Value of one Ordinary Share on the Exercise Date or (ii) round up to the nearest whole number the number of Warrant Shares to be issued to such holder. The Company shall calculate and transmit to the Warrant Agent, and the Warrant Agent shall have no obligation under this Agreement to calculate, such fractional interest. The number of Warrant Shares to be issued on such exercise of any Warrant will be determined by the Company (with written notice thereof to the applicable Registered Holder and the Warrant Agent) and the Warrant Agent shall have no duty or obligation to investigate or confirm whether the Company's determination of the number of Warrant Shares to be issued on such exercise, is accurate or correct.

3.3.3. Guaranteed Value. Within three (3) Business Days of receiving an Exercise Notice, the Company shall calculate the value of the Warrant Shares (prior to any adjustment described in this Section 3.3.3 and without taking into account any exercise on a "cashless" basis pursuant to Section 3.3.1(b)) issuable to each Registered Holder upon exercise of the Warrant (the "***Issue Shares***") as follows (the "***Share Valuation***"):

Share Valuation = Issue Shares issuable to such Registered Holder X 5-day VWAP

Where the "***5-day VWAP***" means the volume-weighted average price of Ordinary Shares on the Nasdaq Stock Market for the five (5) trading days immediately preceding the Exercise Date.

If the Share Valuation is less than the Guaranteed Value (as calculated below), the Company shall, on the Share Issue Date, either:

(a) pay the difference between the Share Valuation and the Guaranteed Value (the "***Value Difference***") to such Registered Holder or as it may direct, in cash; or

(b) adjust the number of Warrant Shares issuable on the Share Issue Date to include additional Ordinary Shares to such Registered Holder ("***Additional Warrant Shares***"), where such number of Additional Warrant Shares will be calculated as the Value Difference, divided by the 5-day VWAP (rounded up to the nearest whole Ordinary Share).

The Company may elect to pay the Value Difference in cash or issue Additional Warrant Shares as provided in Section 3.3.2 in its sole discretion, and in such circumstances the Registered Holder shall be deemed to have subscribed for such number of Additional Warrant Shares so calculated, except that to the extent the issue of Additional Warrant Shares would to the

Company's actual knowledge cause a Registered Holder to hold 10% or more of the issued Ordinary Shares of the Company or a Registered Holder and its affiliates (the "***Warrant Holder Affiliated Group***") to hold collectively 20% or more of the issued Ordinary Shares in the Company, the Company shall pay cash for any Additional Warrant Shares that would cause the Registered Holder or Warrant Holder Affiliated Group to exceed the 10% or 20% threshold, respectively, in lieu of issuing such Additional Warrant Shares.

The "***Guaranteed Value***" shall be calculated by multiplying the Issue Shares by the Initial Share Price and by the percentage in the following table that corresponds to the last date before the relevant Exercise Date:

To and Including	**Percentage**
24 Months from Financial Close	67%
30 Months from Financial Close	80%
Thereafter	100%

For the avoidance of doubt, if the Share Valuation equals or exceeds the Guaranteed Value, there will be no adjustment to the number of Warrant Shares issued or cash paid pursuant to this Section 3.3.3.

3.3.4. Valid Issuance; Listing. All Ordinary Shares issued upon the proper exercise of a Warrant in conformity with this Agreement and duly authorized by all necessary corporate action on the part of the Company shall be validly issued, fully paid and shall not be subject to any call for payment of any further capital (subject to full payment therefor in accordance with the terms of this Agreement). The Company shall cause the Ordinary Shares issued upon the proper exercise of a Warrant to be listed on the Nasdaq Stock Market or such other U.S. national securities exchange on which the Ordinary Shares are then listed.

3.3.5. Date of Issuance. Each person or entity in whose name any book-entry position or certificate, as applicable, for Warrant Shares and any Additional Warrant Shares is issued shall for all purposes be deemed to have become the holder of record of such Warrant Shares and any Additional Warrant Shares on the date on which the Warrant, or book-entry position representing such Warrant, was surrendered and payment of the Exercise Price was made in accordance with Section 3.3.1, irrespective of the date of delivery of such certificate in the case of a certificated Warrant, except that, if the date of such surrender and payment is a date when the share transfer books of the Company or book-entry system of the Warrant Agent are closed, such person or entity shall be deemed to have become the holder of such Warrant Shares and any Additional Warrant Shares at the close of business on the next succeeding date on which the share transfer books or book-entry system are open.

3.3.6. Maximum Percentage. The Warrant Agent shall not effect the exercise of the holder's Warrant, and such holder shall not have the right to exercise such Warrant, to the extent that after giving effect to such exercise, (a) such holder or (b) such holder (together with such holder's affiliates), to the Warrant Agent's actual knowledge, would beneficially own 10% or more (the "***Holder Maximum Percentage***") or 20% or more (the "***Holder Group Maximum***

Percentage"), respectively, of the Ordinary Shares issued immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of Ordinary Shares beneficially owned by such person or its affiliates shall include the number of Ordinary Shares issuable upon exercise of the Warrant with respect to which the determination of such sentence is being made, but shall exclude Ordinary Shares that would be issuable upon (x) exercise of the remaining, unexercised portion of the Warrant beneficially owned by such person and its affiliates and (y) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such person and its affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"). For purposes of the Warrant, in determining the number of issued Ordinary Shares, the holder may rely on the number of issued Ordinary Shares as reflected in (1) the Company's most recent Annual Report on Form 20-F, Current Report on Form 6-K or other public filing with the Securities and Exchange Commission (the "***Commission***") as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or Computershare Inc. and Computershare Trust Company, N.A., jointly, in their capacity as the transfer agent for the Ordinary Shares (the "***Transfer Agent***") setting forth the number of Ordinary Shares issued. For any reason at any time, upon the written request of the holder of the Warrant, the Company shall, within two (2) Business Days, confirm orally and in writing to such holder the number of Ordinary Shares then issued. In any case, the number of issued Ordinary Shares shall be determined after giving effect to the conversion or exercise of equity securities of the Company by the holder and its affiliates since the date as of which such number of issued Ordinary Shares was reported.

3.3.7. Notwithstanding any other term of this Agreement, such holder shall not have the right to exercise a Warrant (and the existence of the right to exercise is conditional upon obtaining, and shall not become binding until the applicable holder obtains, a no-objection notification required to be obtained under the *Foreign Acquisitions and Takeovers Act 2015* (Cth)), to the extent that the exercise of such Warrant would result in:

(a) a person acquiring a Relevant Interest in the voting shares in the Company in breach of section 606(1) of the Australian *Corporations Act 2001* (Cth) ("***Corporations Act***") (or any equivalent provision); or

(b) a "foreign person" or a "foreign government investor" (each within the meaning given to that term in the Australian *Foreign Acquisitions and Takeovers Act 2015* (Cth)) acquiring Ordinary Shares in breach of the *Foreign Acquisitions and Takeovers Act 2015* (Cth).

3.3.8. Cost Basis Information.

(a) In the event of a cash exercise pursuant to Section 3.3.1(a) hereof, the Company hereby instructs the Warrant Agent to record cost basis for the newly issued Ordinary Shares in a manner to be subsequently communicated by the Company in writing to the Warrant Agent.

(b) In the event of a cashless exercise pursuant to Section 3.3.1(b) hereof, the Company shall provide cost basis for the Ordinary Shares issued pursuant to a cashless exercise at the time the Company confirms the number of Warrant Shares issuable in connection with the cashless exercise to the Warrant Agent pursuant to Section 3.3.1 hereof.

4. Adjustments to Number of Warrant Shares. In order to prevent dilution of the subscription and purchase rights granted under this Agreement, the number of Warrant Shares issuable upon exercise of a Warrant shall be subject to adjustment from time to time as provided in this Section 4 (in each case, after taking into consideration any prior adjustments pursuant to this Section 4).

4.1. Adjustment to Number of Warrant Shares Upon Issuance of Ordinary Shares. Except as provided in Section 4.2 and except in the case of an event described in either Section 4.4 or Section 4.5, if the Company shall, at any time or from time to time after the date of this Agreement (the "***Original Issue Date***"), issue, or in accordance with Section 4.3 is deemed to have issued, any Ordinary Shares without consideration or for consideration per share less than Initial Share Price (as such amount is proportionately adjusted for stock splits, reverse stock splits, stock combinations, stock dividends and other distributions and recapitalizations affecting the Ordinary Shares after the Original Issue Date, the "***Original Price***"), then immediately upon such issuance (or deemed issuance), the number of Warrant Shares issuable upon exercise of any then-unexercised portion of this Warrant immediately prior to any such issuance (or deemed issuance) shall be increased to a number of Warrant Shares as is computed using the following formula:

$$Y = \frac{A \times B}{(C + D)}$$

Where:

Y = the increased aggregate number of Warrant Shares.

A = the number of Warrant Shares issuable upon exercise of any then-unexercised portion of this Warrant immediately prior to such issuance (or deemed issuance).

B = the number of Ordinary Shares actually issued immediately after such issuance (or deemed issuance).

C = the number of Ordinary Shares actually issued immediately prior to such issuance (or deemed issuance).

D = the aggregate number of Ordinary Shares which the aggregate amount of consideration, if any, received by the Company upon such issuance (or deemed issuance) would be able to subscribe for and purchase at the Original Price.

4.2. Exceptions to Adjustment Upon Issuance of Ordinary Shares. Anything herein to the contrary notwithstanding, there shall be no adjustment to the number of Warrant Shares issuable upon exercise of this Warrant with respect to any Excluded Issuance.

4.3. Effect of Certain Events on Adjustment to Number of Warrant Shares. For purposes of determining the adjusted number of Warrant Shares under Section 4.1 hereof, the following shall be applicable:

4.3.1. Issuance of Options. If the Company shall, at any time or from time to time after the Original Issue Date, in any manner grant (whether directly or by assumption in a merger or otherwise) any Options, whether or not such Options or the right to convert or exchange any Convertible Securities issuable upon the exercise of such Options are immediately exercisable, and the price per share (determined as provided in this Section 4.3.1 and in Section 4.3.5) for which Ordinary Shares are issuable upon the exercise of such Options or upon the conversion or exchange of Convertible Securities issuable upon the exercise of such Options is less than the Original Price in effect immediately prior to the time of the granting of such Options, then the total maximum number of Ordinary Shares issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued as of the date of granting of such Options (and thereafter shall be deemed to be issued for purposes of adjusting the number of Warrant Shares under Section 4.1), at a price per share equal to the quotient obtained by dividing (A) the sum (which sum shall constitute the applicable consideration received for purposes of Section 4.1) of (x) the total amount, if any, received or receivable by the Company as consideration for the granting of all such Options, plus (y) the minimum aggregate amount of additional consideration payable to the Company upon the exercise of all such Options, plus (z), in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Company upon the issuance of all such Convertible Securities and the conversion or exchange of all such Convertible Securities, by (B) the total maximum number of Ordinary Shares issuable upon the exercise of all such Options or upon the conversion or exchange of all Convertible Securities issuable upon the exercise of all such Options. Except as otherwise provided in Section 4.3.3, no further adjustment of the number of Warrant Shares shall be made upon the actual issuance of Ordinary Shares or of Convertible Securities upon exercise of such Options or upon the actual issuance of Ordinary Shares upon conversion or exchange of Convertible Securities issuable upon exercise of such Options.

4.3.2. Issuance of Convertible Securities. If the Company shall, at any time or from time to time after the Original Issue Date, in any manner grant (whether directly or by assumption in a merger or otherwise) any Convertible Securities, whether or not the right to convert or exchange any such Convertible Securities is immediately exercisable, and the price per share (determined as provided in this Section 4.3.2 and in Section 4.3.5) for which Ordinary Shares are issuable upon the conversion or exchange of such Convertible Securities is less than the Original Price in effect immediately prior to the time of the granting of such Convertible Securities, then the total maximum number of Ordinary Shares issuable upon conversion or exchange of the

total maximum amount of such Convertible Securities shall be deemed to have been issued as of the date of granting of such Convertible Securities (and thereafter shall be deemed to be issued for purposes of adjusting the number of Warrant Shares pursuant to Section 4.1), at a price per share equal to the quotient obtained by dividing (A) the sum (which sum shall constitute the applicable consideration received for purposes of Section 4.1) of (x) the total amount, if any, received or receivable by the Company as consideration for the granting of such Convertible Securities, plus (y) the minimum aggregate amount of additional consideration, if any, payable to the Company upon the conversion or exchange of all such Convertible Securities, by (B) the total maximum number of Ordinary Shares issuable upon the conversion or exchange of all such Convertible Securities. Except as otherwise provided in Section 4.3.3, no further adjustment of the number of Warrant Shares shall be made upon the actual issuance of Ordinary Shares upon conversion or exchange of such Convertible Securities or by reason of the issue of Convertible Securities upon exercise of any Options to subscribe for and purchase any such Convertible Securities for which adjustments of the number of Warrant Shares have been made pursuant to the other provisions of this Section 4.3.

4.3.3. Change in Terms of Options or Convertible Securities. Upon any change in any of (A) the total amount received or receivable by the Company as consideration for the granting of any Options or Convertible Securities referred to in Section 4.3.1 or Section 4.3.2 hereof, (B) the minimum aggregate amount of additional consideration, if any, payable to the Company upon the exercise of any Options or upon the issuance, conversion or exchange of any Convertible Securities referred to in Section 4.3.1 or Section 4.3.2 hereof, (C) the rate at which Convertible Securities referred to in Section 4.3.1 or Section 4.3.2 hereof are convertible into or exchangeable for Ordinary Shares, or (D) the maximum number of Ordinary Shares issuable in connection with any Options referred to in Section 4.3.1 hereof or any Convertible Securities referred to in Section 4.3.2 hereof (in each case, other than in connection with an Excluded Issuance), then (whether or not the original issuance of such Options or Convertible Securities resulted in an adjustment to the number of Warrant Shares pursuant to this Section 4) the number of Warrant Shares issuable upon exercise of this Warrant at the time of such change shall be adjusted or readjusted, as applicable, to the number of Warrant Shares which would have been in effect at such time pursuant to the provisions of this Section 4 had such Options or Convertible Securities which are still issued at the time of such change provided for such changed consideration, conversion rate, or maximum number of shares, as the case may be, at the time initially granted or issued, but only if as a result of such adjustment or readjustment, the number of Warrant Shares issuable upon exercise of this Warrant is increased.

4.3.4. Treatment of Expired or Terminated Options or Convertible Securities. Upon the expiration or termination of any unexercised Option (or portion thereof) or any unconverted or unexchanged Convertible Security (or portion thereof) for which any adjustment (either upon its original issuance or upon a revision of its terms) was made pursuant to this Section 4 (including without limitation upon the redemption or subscribe for consideration of all or any portion of such Option or Convertible Security by the Company), the number of Warrant Shares then issuable upon exercise of this Warrant shall forthwith be changed pursuant to the provisions of this Section 4 to the number of Warrant Shares which would have been in effect at the time of such expiration or termination had such unexercised Option (or portion thereof) or unconverted or unexchanged Convertible Security (or portion thereof), to the extent still issued immediately prior to such expiration or termination, never been issued.

4.3.5. Calculation of Consideration Received. If the Company shall, at any time or from time to time after the Original Issue Date, issue, or is deemed to have issued in accordance with Section 4.3, any Ordinary Shares, Options, or Convertible Securities: (A) for cash, the consideration received therefor shall be deemed to be the net amount received by the Company therefor; (B) for consideration other than cash, the amount of the consideration other than cash received by the Company shall be the fair value of such consideration, except where such consideration consists of marketable securities, in which case the amount of consideration received by the Company shall be the market price (as reflected on any securities exchange, quotation system or association, or similar pricing system covering such security) for such securities as of the end of business on the date of receipt of such securities; (C) for no specifically allocated consideration in connection with an issuance of other securities of the Company, together comprising one integrated transaction, the amount of the consideration therefor shall be deemed to have been issued without consideration; or (D) to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving corporation, the amount of consideration therefor shall be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such Ordinary Shares, Options, or Convertible Securities, as the case may be, issued to such owners. The net amount of any cash consideration and the fair value of any consideration other than cash or marketable securities shall be determined in good faith jointly by the Board of Directors of the Company (the "***Board***") and the Holder; *provided*, that if the Board and the Holder are unable to agree on the net amount of any cash consideration or the fair value of any consideration other than cash or marketable securities within a reasonable period of time, such net amount of cash or fair value, as applicable, shall be determined by a firm of independent public accountants, investment banking or other appraisal firm of recognized national standing engaged by the Company. The determination of such firm shall be final and conclusive, and the fees and expenses of such valuation firm shall be borne by the Company.

4.3.6. Record Date. For purposes of any adjustment to the number of Warrant Shares in accordance with this Section 4, in case the Company shall take a record of the holders of its Ordinary Shares for the purpose of entitling them (A) to receive a dividend or other distribution payable in Ordinary Shares, Options, or Convertible Securities or (B) to subscribe for or purchase Ordinary Shares, Options, or Convertible Securities, then such record date shall be deemed to be the date of the issue of the Ordinary Shares deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be; *provided*, that if before the distribution to its holders of Ordinary Shares the Company legally abandons its plan to pay or deliver such dividend, distribution, subscription, or purchase rights, then thereafter no adjustment shall be required by the taking of such record and any such adjustment previously made in respect thereof shall be rescinded and annulled.

4.3.7. Other Dividends and Distributions. Subject to the provisions of this Section 4.3, if the Company shall, at any time or from time to time after the Original Issue Date, make or declare, or fix a record date for the determination of holders of Ordinary Shares entitled to receive, a dividend or any other distribution payable in securities of the Company (other than a dividend or distribution of Ordinary Shares, Options, or Convertible Securities in respect of issued Ordinary Shares), cash, or other property, then, and in each such event, provision shall be made so that the Holder shall receive upon exercise of the Warrant, in addition to the number of Warrant Shares receivable thereupon, the kind and amount of securities of the Company, cash, or other property which the Holder would have been entitled to receive had the Warrant been exercised in full into Warrant Shares on the date of such event and had the Holder thereafter, during the period from the date of such event to and including the Exercise Date, retained such securities, cash, or other property receivable by them as aforesaid during such period, giving application to all adjustments called for during such period under this Section 4 with respect to the rights of the Holder; *provided*, that no such provision shall be made if the Holder receives, simultaneously with the distribution to the holders of Ordinary Shares, a dividend or other distribution of such securities, cash, or other property in an amount equal to the amount of such securities, cash, or other property as the Holder would have received if the Warrant had been exercised in full into Warrant Shares on the date of such event.

4.4. Adjustment to Number of Warrant Shares Upon Dividend, Subdivision or Combination of Ordinary Shares. If the Company shall, at any time or from time to time after the Original Issue Date, (i) pay a dividend or make any other distribution upon the Ordinary Shares or any other capital stock of the Company payable in Ordinary Shares or in Options or Convertible Securities, or (ii) subdivide (by any stock split, recapitalization, or otherwise) its issued Ordinary Shares into a greater number of shares, the number of Warrant Shares issuable upon exercise of this Warrant immediately prior to any such dividend, distribution, or subdivision shall be proportionately increased. If the Company at any time combines (by combination, reverse stock split, or otherwise) its issued Ordinary Shares into a smaller number of shares, the number of Warrant Shares issuable upon exercise of this Warrant immediately prior to such combination shall be proportionately decreased. Any adjustment under this Section 4.4 shall become effective at the close of business on the date the dividend, subdivision, or combination becomes effective.

4.5. Adjustment to Number of Warrant Shares Upon Reorganization, Reclassification, Consolidation, or Merger. In the event of any (i) capital reorganization of the Company, (ii) reclassification of the stock of the Company (other than as a result of a stock dividend or subdivision, split-up, or combination of shares), (iii) consolidation or merger of the Company with or into another Person, (iv) sale of all or substantially all of the Company's assets to another Person or (v) other similar transaction (other than any such transaction covered by Section 4.4), in each case which entitles the holders of Ordinary Shares to receive (either directly or upon subsequent liquidation) stock, securities, or assets with respect to or in exchange for Ordinary Shares, each Warrant shall, immediately after such reorganization, reclassification, consolidation, merger, sale, or similar transaction, remain issued and shall thereafter, in lieu of or in addition to (as the case may be) the number of Warrant Shares then exercisable under this Warrant, be exercisable for the kind and number of shares of stock or other securities or assets of the Company or of the successor Person resulting from such transaction to which the Holder would have been entitled upon such reorganization, reclassification, consolidation, merger, sale, or similar transaction if the Holder had exercised this Warrant in full immediately prior to the time of such reorganization, reclassification, consolidation, merger, sale, or similar transaction and acquired the applicable number of Warrant Shares then issuable hereunder as a result of such

exercise (without taking into account any limitations or restrictions on the exercisability of this Warrant); and, in such case, appropriate adjustment (in form and substance satisfactory to the Holder) shall be made with respect to the Holder's rights under this Warrant to insure that the provisions of this Section 4 hereof shall thereafter be applicable, as nearly as possible, to this Warrant in relation to any shares of stock, securities, or assets thereafter acquirable upon exercise of this Warrant. The provisions of this Section 4.5 shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales, or similar transactions. The Company shall not effect any such reorganization, reclassification, consolidation, merger, sale, or similar transaction unless, prior to the consummation thereof, the successor Person (if other than the Company) resulting from such reorganization, reclassification, consolidation, merger, sale, or similar transaction, shall assume, by written instrument substantially similar in form and substance to this Warrant and satisfactory to the Holder, the obligation to deliver to the Holder such shares of stock, securities, or assets which, in accordance with the foregoing provisions, such Holder shall be entitled to receive upon exercise of this Warrant. Notwithstanding anything to the contrary contained herein, with respect to any corporate event or other transaction contemplated by the provisions of this Section 4.5, the Holder shall have the right to elect prior to the consummation of such event or transaction, to give effect to the exercise rights contained in Section 3 instead of giving effect to the provisions contained in this Section 4.5 with respect to this Warrant.

4.6. Other Events. In case any event shall occur affecting the Company as to which none of the provisions of the preceding subsections of this Section 4 are strictly applicable, but which would require an adjustment to the terms of the Warrants in order to (i) avoid an adverse impact on the Warrants and (ii) effectuate the intent and purpose of this Section 4, then, in each such case, the Company shall appoint a firm of independent public accountants, investment banking or other appraisal firm of recognized national standing, which shall give its opinion as to whether or not any adjustment to the rights represented by the Warrants is necessary to effectuate the intent and purpose of this Section 4 and, if they determine that an adjustment is necessary, the terms of such adjustment. The Company shall adjust the terms of the Warrants in a manner that is consistent with any adjustment recommended in such opinion; *provided*, that no such adjustment pursuant to this Section 4.6 shall decrease the number of Warrant Shares issuable as otherwise determined pursuant to this Section 4.

4.7. Notices of Changes in Warrant. Upon every adjustment of the number of Warrant Shares issuable upon exercise of a Warrant, the Company shall give written notice thereof to the Warrant Agent, which notice shall state the increase or decrease, if any, in the number of Warrant Shares which may be subscribed for and purchased upon the exercise of a Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Upon the occurrence of any event specified in Sections 4.1, 4.2, 4.3, 4.4, 4.5 or 4.6, the Company shall give written notice of the occurrence of such event to each holder of a Warrant, at the last address set forth for such holder in the Warrant Register, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event. The Warrant Agent shall have no obligation under any Section of this Agreement to determine whether such adjustment event has occurred or to calculate any of the adjustments set forth herein. The Warrant Agent shall be fully protected in relying on any such notice and on any adjustment therein contained and shall have no duty or liability with respect to, and shall not be deemed to have knowledge of, such adjustment unless and until it shall have received such notice.

4.8. No Fractional Shares. Notwithstanding any provision contained in this Agreement to the contrary, the Company shall not issue fractional Ordinary Shares upon the exercise of Warrants. If, by reason of any adjustment made pursuant to this Section 4, the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in an Ordinary Share, the Company shall, upon such exercise, at its election either (i) pay to the holder an amount in cash (by wire transfer of immediately available funds) equal to the product of (x) such fraction, multiplied by (y) the Fair Market Value of one Ordinary Share on the Exercise Date or (ii) round up to the nearest whole number the number of Ordinary Shares to be issued to such holder.

4.9. Form of Warrant. The form of Warrant need not be changed because of any adjustment pursuant to this Section 4, and Warrants issued after such adjustment may state the same Exercise Price and the same number of Ordinary Shares as is stated in the Warrants initially issued pursuant to the Subscription Agreement; *provided*, *however*, that the Company may at any time in its sole discretion make any change in the form of Warrant that the Company may deem appropriate and that does not affect the substance thereof, and any Warrant thereafter issued (or if a physical certificate is issued, countersigned), whether in exchange or substitution for an issued Warrant or otherwise, may be in the form as so changed.

5. Transfer and Exchange of Warrants.

5.1. Restrictions on Transfer. Neither this Agreement nor any Warrant may be transferred or assigned except (i) with the written consent of the Company (which may not be unreasonably withheld or delayed) or (ii) that the Holder may assign any Warrant and its rights and obligations under this Agreement to one or more of its affiliates without the consent of the Company; *provided* that such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Agreement.

5.2. Registration of Transfer. To the extent the transfer of a Warrant is permitted pursuant to Section 5.1, the Warrant Agent shall register the transfer, from time to time, of any issued Warrant upon the Warrant Register, upon surrender of such Warrant for transfer, properly endorsed with any evidence of authority that may be reasonably required by the Warrant Agent, including but not limited to, a signature guarantee from an eligible guarantor institution participating in a signature guarantee program approved by the Securities Transfer Association and accompanied by appropriate instructions for transfer. Upon any such transfer, a new Warrant representing an equal aggregate number of Warrants shall be issued and the old Warrant shall be cancelled by the Warrant Agent. The Warrants so cancelled shall be delivered by the Warrant Agent to the Company from time to time upon request.

5.3. Procedure for Surrender of Warrants. Warrants may be surrendered to the Warrant Agent, together with a written request for exchange or transfer, and thereupon the Warrant Agent shall issue in exchange therefor one or more new Warrants as requested by the Registered Holder of the Warrants so surrendered, representing an equal aggregate number of Warrants;

provided, *however*, that in the event that a Warrant surrendered for transfer bears a restrictive legend, the Warrant Agent shall not cancel such Warrant and issue new Warrants in exchange thereof until the Warrant Agent has received an opinion of counsel for the Company stating that such transfer may be made and indicating whether the new Warrants must also bear a restrictive legend.

5.4. Transfers of Fractions of Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange of Warrants which would require the issuance of a Warrant Certificate or book-entry position for a fraction of a warrant.

5.5. Service Charges. No service charge shall be made for any exchange or registration of transfer of Warrants.

5.6. Warrant Execution and Countersignature. The Warrant Agent is hereby authorized, if a physical certificate is issued, to countersign, and to deliver, in accordance with the terms of this Agreement, the Warrants required to be issued pursuant to the provisions of this Section 5, and the Company, whenever required by the Warrant Agent, shall supply the Warrant Agent with Warrants duly executed on behalf of the Company for such purpose.

6. Redemption.

6.1. Redemption of Warrants for Cash. The Company shall have the right to redeem all or any portion of the unvested issued Warrants at the office of the Warrant Agent, upon notice to the Registered Holders of the Warrants, as described in Section 6.2 below, at a redemption price per Warrant equal to the Initial Share Price (the "***Redemption Price***"); *provided*, *however*, that any such redemption of Warrants hereunder shall be for a minimum aggregate Redemption Price of one million U.S. dollars ($1,000,000) and shall be effected on a pro rata basis among all issued Warrants. The Company may only exercise the redemption right under this Section 6.1 three (3) times.

6.2. Date Fixed for, and Notice of, Redemption; Redemption Price. In the event that the Company elects to redeem the Warrants pursuant to Section 6.1 hereof, the Company shall fix a date for the redemption (the "***Redemption Date***"). Notice of redemption shall be transmitted and/or mailed (by first class mail, postage prepaid), by the Company not less than thirty (30) days prior to the Redemption Date to the Registered Holders of the Warrants to be redeemed at their last addresses as they shall appear on the registration books. Any notice transmitted or mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Registered Holder received such notice.

7. Other Provisions Relating to Rights of Holders of Warrants.

7.1. No Rights as Stockholder. A Warrant does not entitle the Registered Holder thereof to any of the rights of stockholders of the Company, including, without limitation, the right to receive dividends, or other distributions, exercise any preemptive rights to vote or to consent or to receive notice as a stockholder in respect of the meetings of stockholders or the election of directors of the Company or any other matter.

7.2. Lost, Stolen, Mutilated, or Destroyed Warrants. If any Warrant Certificate is lost, stolen, mutilated, or destroyed, the Company and the Warrant Agent may, absent notice to Warrant Agent that such Warrant Certificate has been acquired by a bona fide purchaser, on such terms as to indemnity or otherwise as they may in their discretion impose (which terms shall in all cases include posting of a lost security bond by or on behalf of the Registered Holder holding the Warrant Agent and the Company harmless, and in the case of a mutilated Warrant Certificate, include the surrender thereof), issue a new Warrant Certificate of like denomination, tenor and date as the Warrant Certificate so lost, stolen, mutilated or destroyed. Any Warrant represented by such new Warrant Certificate shall constitute a substitute contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated, or destroyed Warrant Certificate shall be at any time enforceable by anyone.

7.3. Registration of Warrants and Ordinary Shares. The Company shall provide the holders of the Warrants with certain registration rights pursuant to that certain Subscription Agreement entered into in connection with the issuance of the Warrants.

8. Concerning the Warrant Agent and Other Matters.

8.1. Payment of Taxes. The Company shall from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of Ordinary Shares upon the exercise of the Warrants, but neither the Company nor the Warrant Agent shall be obligated to pay any transfer taxes in respect of the Warrants or such Ordinary Shares, save as expressly stated in this Section 8.1. The Warrant Agent shall not register any transfer or issue or deliver any Warrant Certificate(s) or Warrant Shares unless or until the persons requesting the registration or issuance shall have paid to the Warrant Agent for the account of the Company the amount of such tax, if any, or shall have established to the reasonable satisfaction of the Company and the Warrant Agent that such tax, if any, has been paid.

8.2. Resignation, Consolidation, or Merger of Warrant Agent.

8.2.1. Appointment of Successor Warrant Agent. The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) days after it has been notified in writing of such resignation or incapacity by the Warrant Agent or by the holder of a Warrant (who shall, with such notice, submit his, her or its Warrant for inspection by the Company), then the holder of any Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent at the Company's cost. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a corporation or other entity organized and existing under the laws of the United States of America, or any state thereof, in good standing and having its principal office in the United States of America, and authorized under such laws to exercise corporate trust or stock transfer powers and subject to supervision or examination by federal or state authority. After

appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, and rights of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent the Company shall make, execute, acknowledge, and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties, and obligations.

8.2.2. Notice of Successor Warrant Agent. In the event a successor Warrant Agent shall be appointed, the Company shall give notice thereof to the predecessor Warrant Agent and the Transfer Agent not later than the effective date of any such appointment.

8.2.3. Merger or Consolidation of Warrant Agent. Any entity into which the Warrant Agent may be merged or with which it may be consolidated or any entity resulting from any merger or consolidation to which the Warrant Agent shall be a party shall be the successor Warrant Agent under this Agreement without any further act.

8.3. Fees and Expenses of Warrant Agent.

8.3.1. Remuneration. The Company agrees to pay to the Warrant Agent reasonable compensation for all services rendered by it hereunder in accordance with a fee schedule to be mutually agreed upon and, from time to time, on demand of the Warrant Agent, its reasonable and documented expenses and counsel fees and disbursements and other disbursements incurred in the preparation, negotiation, execution, administration, delivery and amendment of this Agreement and the exercise and performance of its duties hereunder.

8.3.2. Further Assurances. The Company agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

8.4. Liability of Warrant Agent.

8.4.1. Reliance on Company Statement. Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking, suffering or omitting to take any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by the Chief Executive Officer, Chief Financial Officer, Secretary or Chairman of the Board and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement and shall incur no liability for or in respect of any action taken, suffered or omitted to be taken by it under this Agreement in reliance upon such certificate.

8.4.2. Indemnity. The Warrant Agent shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith (in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction). The Company agrees to indemnify the Warrant Agent and save it harmless against any and all liabilities loss, damage, judgment, fine, penalty, claim, demand, settlement, reasonable cost or expense that is paid, incurred or to which it becomes subject, including judgments, costs and reasonable counsel fees, for anything done or omitted by the Warrant Agent for any action taken, suffered or omitted to be taken by the Warrant Agent in connection with the execution, acceptance, administration, exercise and performance of its duties under this Agreement, including the reasonable costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly, or of enforcing its rights under this Agreement, except (i) as a result of the Warrant Agent's gross negligence, willful misconduct or bad faith (in each case as determined by a final, non-appealable judgment of a court of competent jurisdiction); or (ii) any tax imposed on or calculated as a result of the net income received or receivable by the Warrant Agent under applicable law. Notwithstanding anything in this Agreement to the contrary, in no event shall the Warrant Agent be liable for special, punitive, incidental, indirect or consequential loss or damage of any kind whatsoever, even if the Warrant Agent has been advised of the likelihood of such loss or damage and regardless of the form of the action. Notwithstanding anything to the contrary herein, any liability, other than liability arising out of or attributable to the Warrant Agent's gross negligence, willful misconduct or bad faith (in each case as determined by a final, non-appealable judgment of a court of competent jurisdiction) of the Warrant Agent under this Agreement shall be limited to the amount of fees (but not including any reimbursed costs) paid by the Company to the Warrant Agent during the twelve (12) months immediately preceding the event for which recovery from the Warrant Agent is being sought.

8.4.3. Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except if a physical certificate is issued, its countersignature thereof). The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant. The Warrant Agent shall not be responsible to make any adjustments required under the provisions of Section 4 hereof or responsible for the manner, method, or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization of any Ordinary Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Ordinary Shares shall, when issued, be valid and fully paid and not subject to any call for the payment of further capital.

8.5. Other Rights of the Warrant Agent.

8.5.1. Counsel. The Warrant Agent may consult with legal counsel (who may be legal counsel for the Company), and the opinion or advice of such counsel shall be full and complete authorization and protection to the Warrant Agent as to any action taken or omitted by it in accordance with such opinion or advice.

8.5.2. Reliance on Attorneys and Agents. The Warrant Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorney or agents, and the Warrant Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorney or agents or for any loss to the Company resulting from any such act, default, neglect or misconduct, absent gross negligence, bad faith or willful misconduct (each as determined by a final non-appealable judgment of a court of competent jurisdiction) in the selection and continued employment thereof.

8.5.3. Company Instructions. The Warrant Agent may rely on and shall be held harmless and protected and shall incur no liability for or in respect of any action taken, suffered or omitted to be taken by it in reliance upon any certificate, statement, instrument, opinion, notice, letter, facsimile transmission, or other document, or any security delivered to it, and believed by it to be genuine and to have been made or signed by the proper party or parties, or upon any written instructions or statements from the Company with respect to any matter relating to its acting as Warrant Agent hereunder.

8.5.4. No Risk of Own Funds. The Warrant Agent shall not be obligated to expend or risk its own funds or to take any action that it believes would expose or subject it to expense or liability or to a risk of incurring expense or liability, unless it has been furnished with assurances of repayment or indemnity satisfactory to it.

8.5.5. Opinion of Counsel. The Company shall provide an opinion of counsel reasonably satisfactory to the Warrant Agent prior to the effective date of this Agreement which shall state that all Warrants or Ordinary Shares, as applicable, are: (1) registered under the Securities Act of 1933, as amended (the "***Securities Act***"), or are exempt from such registration, and all appropriate state securities law filings have been made with respect to the Warrants; and (2) validly issued, fully paid and non-assessable.

8.5.6. Bank Accounts. All funds received by Computershare under this Agreement that are to be distributed or applied by Computershare in the performance of services hereunder (the "***Funds***") shall be held by Computershare as agent for the Company and deposited in one or more bank accounts to be maintained by Computershare in its name as agent for the Company and shall distribute or apply, as applicable, such Funds in accordance with the terms and conditions herein. Computershare shall have no responsibility or liability for any diminution of the Funds that may result from any deposit made by Computershare in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. Computershare may from time to time receive interest, dividends or other earnings in connection with such deposits. Computershare shall not be obligated to pay such interest, dividends or earnings to the Company, any holder or any other party.

8.6. Acceptance of Agency. The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the express terms and conditions herein set forth and among other things, shall account promptly to the Company with respect to Warrants exercised and concurrently account for, and pay to the Company, all monies received by the Warrant Agent for the subscription and purchase of Ordinary Shares through the exercise of the Warrants.

8.7. Survival. The obligations of the Company under this Section 8 shall survive the termination of this Agreement, the resignation, replacement or removal of the Warrant Agent and the exercise, termination and expiration of the Warrant.

8.8. Delivery of Exercise Price. The Warrant Agent shall forward funds received for warrant exercises in a given month by the fifth (5th) Business Day of the following month by wire transfer to an account designated by the Company.

8.9. Confidentiality. The Warrant Agent and the Company agree that all books, records, information and data pertaining to the business of the other party, including *inter alia*, personal, non-public warrant holder information, which are exchanged or received pursuant to the negotiation or the carrying out of this Agreement including the fees for services shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by law, including, without limitation, pursuant to (i) subpoenas from state or federal government authorities (e.g., in divorce and criminal actions) or (ii) securities law disclosure rule or disclosure rules of the Commission or any stock exchange. However, each party hereto may disclose relevant aspects of the other party's confidential information to its officers, affiliates, employees and advisors to the extent reasonably necessary to perform its duties and obligations hereunder.

9. Miscellaneous Provisions.

9.1. Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns.

9.2. Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any Warrant to or on the Company shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

Tritium DCFC Limited
48 Miller Street
Murarrie, QLD 4172
Australia

Attention: Company Secretary
Email: legal@tritium.com.au

With a copy to:

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611

Attention: Christopher Lueking
Email: Christopher.Lueking@lw.com

and

Corrs Chambers Westgarth
Level 42, 111 Eagle Street
Brisbane, QLD 4000
Australia

Attention: Alex Feros
Email: Alexandra.Feros@corrs.com.au

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by the Company to or on the Warrant Agent shall be in writing and sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Computershare Inc.
Computershare Trust Company, N.A.
150 Royall Street
Canton, MA 02021
Attn: Client Services

9.3. Applicable Law. The validity, interpretation, and performance of this Agreement and of the Warrants shall be governed in all respects by the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The Company hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement, including under the Securities Act, shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York (and the appellate courts thereof), and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive; *provided*, *however*, that the foregoing shall not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, the Company and the Warrant Agent may mutually agree to a jurisdiction other than New York for any litigation directly between the Company and the Warrant Agent arising out of or relating to this Agreement.

9.4. Persons Having Rights under this Agreement. Nothing in this Agreement shall be construed to confer upon, or give to, any person or entity other than the parties hereto and the Registered Holders of the Warrants any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the Registered Holders of the Warrants.

9.5. Examination of the Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent designated for such purpose, for inspection by the Registered Holder of any Warrant. The Warrant Agent may require any such holder to submit such holder's Warrant for inspection by the Warrant Agent.

9.6. Counterparts. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this Agreement transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

9.7. Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation thereof.

9.8. Amendments. This Agreement may be amended by the parties hereto without the consent of any Registered Holder for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained herein or adding or changing any other provisions with respect to matters or questions arising under this Agreement as the parties may deem necessary or desirable and that the parties deem shall not adversely affect the interest of the Registered Holders. All other modifications or amendments shall require the vote or written consent of the Registered Holders holding 66-2/3% of the issued Warrants. No amendment to this Agreement shall be effective unless duly executed by the Warrant Agent. As a condition precedent to the execution by the Warrant Agent of an amendment to this Agreement, the Company shall deliver a certificate from an authorized signatory which states that the proposed amendment is in compliance with the terms of this Section 9.8. Notwithstanding anything in this Agreement to the contrary, the Warrant Agent may, but shall not be obligated to, enter into any supplement or amendment that adversely affects the Warrant Agent's own rights, duties, immunities or obligations under this Agreement.

9.9. Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable; *provided*, *however*, that if any excluded provision shall materially affect the rights, immunities, liabilities, duties or obligations of the Warrant Agent, the Warrant Agent shall be entitled to resign immediately upon written notice to the Company.

9.10. Force Majeure. Notwithstanding anything to the contrary contained herein, the Warrant Agent shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, epidemics, pandemics, shortage of supply, breakdowns or malfunctions, interruptions or malfunctions of any utilities, communications, or computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war or civil unrest.

9.11. Entire Agreement. This Agreement, together with the Warrant Certificate, contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms of this Agreement control and supersede any provision in the Warrant Certificate or the Subscription Agreement concerning the duties, obligations and immunities of the Warrant Agent.

10. Certain Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:

"***Business Day***" shall mean a day, other than a Saturday, Sunday or federal holiday, on which banks in New York City, New York and Brisbane, Australia are generally open for normal business.

"***Convertible Securities***" means any securities (directly or indirectly) convertible into or exchangeable for Ordinary Shares, but excluding Options.

"***Excluded Issuances***" means any issuance (or deemed issuance in accordance with Section 4.3) by the Company after the Original Issue Date of: (a) Ordinary Shares issued upon the exercise of this Warrant; (b) up to $100 million in Ordinary Shares issued in a continuous offerings pursuant to an "at-the-market" program or committed equity facility; or (c) up to an aggregate of 10,000,000 Ordinary Shares (as such number of shares is equitably adjusted for subsequent stock splits, stock combinations, stock dividends, and recapitalizations) issued directly or upon the exercise of Options to directors, officers, employees, or consultants of the Company in connection with their service as directors of the Company, their employment by the Company, or their retention as consultants by the Company, in each case authorized by the Company's Board of Directors and issued pursuant to the Tritium DCFC Limited Long-Term Incentive Plan, Shadow Equity Employee Scheme of Tritium Technologies, LLC, Shadow Equity Employee Scheme of Tritium Technologies B.V. and Shadow Equity Employee Scheme of Tritium Pty Ltd.

"***Fair Market Value***" as of a particular date means the closing price of the Ordinary Shares on the Nasdaq Stock Market on such date.

"***Financial Close***" shall have the meaning given in the LNSA.

"***Initial Share Price***" means the volume-weighted average price (VWAP) of the Ordinary Shares on the Nasdaq Stock Market for the thirty (30) trading days preceding, but excluding, the date that the Utilisation Request (as defined in the LNSA) is submitted under the LNSA.

"***Options***" means any warrants or other rights or options to subscribe for or purchase Ordinary Shares or Convertible Securities.

"***Person***" means any individual, sole proprietorship, partnership, limited liability company, corporation, joint venture, trust, incorporated organization or government or department or agency thereof.

"***Relevant Interest***" has the meaning it has in sections 608 and 609 of the *Corporations Act 2001* (Cth).

Exhibit A — Form of Warrant Certificate

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

TRITIUM DCFC LIMITED, an Australian public company
in accordance with section 127 of the Corporations Act 2001
(Cth)

By: /s/ Jane Hunter
Name: Jane Hunter
Title: Chief Executive Officer and Director

By: /s/ Michael R. Collins
Name: Michael R. Collins
Title: General Counsel and Company Secretary

COMPUTERSHARE INC.
COMPUTERSHARE TRUST COMPANY, N.A.,
as Warrant Agent

By: /s/ Collin Ekegu
Name: Collin Ekegu
Title: Manager, Corporate Actions

EXHIBIT A

[Form of Warrant Certificate]

[FACE]

THE WARRANTS REPRESENTED BY THIS CERTIFICATE AND THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***ACT***"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (A) A REGISTRATION STATEMENT UNDER THE ACT COVERING SUCH SECURITIES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW OR (B) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE COMPANY REQUESTS, AN OPINION OF COUNSEL, IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY, TO SUCH EFFECT HAS BEEN RENDERED.

Number

Warrants

TRITIUM DCFC LIMTED

an Australian public company limited by shares

Warrant Certificate

This Warrant Certificate certifies that _____, or its registered assigns, is the registered holder of warrant(s) evidenced hereby (the "***Warrants***" and each, a "***Warrant***") to subscribe for and purchase ordinary shares ("***Ordinary Shares***") of Tritium DCFC Limited, an Australian public company limited by shares (the "***Company***"). Each Warrant entitles the holder, upon exercise during the period set forth in the Warrant Agreement referred to on the reverse hereof, to receive from the Company that number of fully paid and validly issued Ordinary Shares as set forth below, at the exercise price (the "***Exercise Price***") as determined pursuant to the Warrant Agreement, payable in lawful money of the United States of America (or through "***cashless exercise***" as provided for in the Warrant Agreement) upon surrender of this Warrant Certificate and payment of the Exercise Price at the office or agency of the Warrant Agent referred to below, subject to the conditions set forth herein and in the Warrant Agreement. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Each Warrant shall entitle the holder to subscribe for and purchase one fully paid and validly issued Ordinary Share on the terms and conditions set forth in this Warrant Certificate and the Warrant Agreement. The number of Ordinary Shares issuable upon exercise of the Warrants is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement. The initial Exercise Price per Ordinary Share for each Warrant is equal to $0.0001 per share.

Subject to the conditions set forth in the Warrant Agreement, the Warrants may be exercised as follows:

(a) One third of the Warrants will vest and be immediately exercisable upon Financial Close (as defined in the LNSA);

(b) One third of the Warrants will vest and be exercisable on the date that is nine (9) months after the date of the Financial Close; and

(c) One third of the Warrants will vest and be exercisable on the date that is eighteen (18) months after the date of the Financial Close.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement.

This Warrant Certificate shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of laws principles thereof.

TRITIUM DCFC LIMITED

By: _____
Name:
Title:

COMPUTERSHARE INC.
COMPUTERSHARE TRUST COMPANY, N.A.,
as Warrant Agent

By: _____
Name:
Title:

[*Signature Page to Warrant Certificate*]

[Form of Warrant Certificate]

[Reverse]

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants entitling the holder on exercise to receive Ordinary Shares and are issued or to be issued pursuant to the Warrant Agreement dated as of September 2, 2022 (the "***Warrant Agreement***"), duly executed and delivered by the Company to Computershare Inc., a Delaware corporation, and its affiliate, Computershare Trust Company, N.A., a federally chartered trust company, as warrant agent (the "***Warrant Agent***"), and the holders (the words "***holders***" or "***holder***" meaning the Registered Holders or Registered Holder) of the Warrants, which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders. A copy of the Warrant Agreement may be obtained by the holder hereof upon written request to the Company. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

The holder of Warrants evidenced by this Warrant Certificate may exercise vested Warrants by surrendering this Warrant Certificate, with the form of written notice of the holder's election to subscribe for and purchase Ordinary Shares as set forth hereon, properly completed and executed, together with payment of the Exercise Price as specified in the Warrant Agreement (or through "***cashless exercise***" as provided for in the Warrant Agreement) at the principal corporate trust office of the Warrant Agent. In the event that upon any exercise of Warrants evidenced hereby the number of Warrants exercised shall be less than the total number of Warrants evidenced hereby, there shall be issued to the holder hereof or his, her or its assignee, a new Warrant Certificate evidencing the number of Warrants not exercised.

The Warrant Agreement provides that upon the occurrence of certain events the number of Ordinary Shares issuable upon exercise of the Warrants set forth on the face hereof may, subject to certain conditions, be adjusted. If, upon exercise of a Warrant, the holder thereof would be entitled to receive a fractional interest in an Ordinary Share, the Company shall, at its election, either (i) pay to the holder of the Warrant an amount in cash (by wire transfer of immediately available funds) equal to the product of (x) such fraction, multiplied by (y) the Fair Market Value of one Ordinary Share on the Exercise Date or (ii) round up to the nearest whole number the number of Ordinary Shares to be issued to such holder of the Warrant.

Warrant Certificates, when surrendered at the principal corporate trust office of the Warrant Agent by the Registered Holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing in the aggregate a like number of Warrants.

Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Warrant Agent a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the Registered Holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary. Neither the Warrants nor this Warrant Certificate entitles any holder hereof to any rights of a stockholder of the Company.

Notice of Election to Subscribe and Purchase

(To Be Executed Upon Exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to subscribe for and receive _____Ordinary Shares and herewith tenders payment for such Ordinary Shares to the order of Tritium DCFC Limited (the "**Company**") in the amount of $_____ in accordance with the terms hereof. The undersigned requests that a certificate for such Ordinary Shares be registered in the name of _____, whose address is _____ and that such Ordinary Shares be delivered to whose address is _____. If said number of Ordinary Shares are less than all of the Ordinary Shares which may be subscribed for and purchased hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of such Ordinary Shares be registered in the name of _____, whose address is _____ and that such Warrant Certificate be delivered to _____, whose address is _____.

In the event that the Warrant is exercised in accordance with the Warrant Agreement through "cashless" exercise (i) the number of Ordinary Shares that this Warrant is exercisable for will be determined in accordance with Section 3.3.1 of the Warrant Agreement; and (ii) the holder hereof shall complete the following:

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, through the cashless exercise provisions of the Warrant Agreement, to receive Ordinary Shares. If said number of shares is less than all of the Ordinary Shares which may be subscribed for and purchased hereunder (after giving effect to the cashless exercise), the undersigned requests that a new Warrant Certificate representing the remaining balance of such Ordinary Shares be registered in the name of _____, whose address is _____ and that such Warrant Certificate be delivered to _____, whose address is _____.

[Signature Page Follows]

Date: , 20__

(Signature)

(Name)

(Address)

(Tax Identification Number)