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 January 2022

Commission File Number: 001-41226

Tritium DCFC Limited
(Exact Name of Registrant as Specified in Its Charter)

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): ☐

Business Combination

As previously announced, on May 25, 2021, Decarbonization Plus Acquisition Corporation II, a Delaware corporation ("DCRN"), Tritium Holdings Pty Ltd, an Australian proprietary company limited by shares ("Tritium"), Tritium DCFC Limited, an Australian public company limited by shares (the "Company"), and Hulk Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Company ("Merger Sub"), entered into a Business Combination Agreement (the "Business Combination Agreement"), pursuant to which, among other things, the Company acquired all of the issued and outstanding equity interests in Tritium and DCRN merged with and into Merger Sub, in each case, on the terms and subject to the conditions set forth therein (the "Business Combination"). A copy of the Business Combination Agreement is filed as Exhibit 2.1 to the Company's registration statement on Form F-4 (the "Registration Statement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Registration Statement.

On January 13, 2022 (the "Closing Date"), the Company consummated the Business Combination through the following transactions:

- Pursuant to the share transfer agreement entered into by DCRN, the Company, Tritium and all existing Tritium shareholders, the holders of ordinary shares in Tritium ("Tritium Shares") transferred their Tritium Shares to the Company in exchange for an aggregate of 120,000,000 ordinary shares of the Company ("Company Ordinary Shares") and the Company became the ultimate parent company of Tritium and any subsidiaries of Tritium;
- Merger Sub merged with and into DCRN (the "Merger"), with DCRN surviving as a wholly owned subsidiary of the Company, as a result of which each share of Class A common stock of DCRN (other than those shares redeemed) were exchanged for one Company Ordinary Share and each DCRN warrant to acquire one share of common stock of DCRN was automatically converted into a warrant to acquire one Company Ordinary Share ("Company Warrant") and thereupon were assumed by the Company pursuant to the (i) Warrant Assignment and Assumption Agreement and (ii) Amended and Restated Warrant Agreement, which are filed as Exhibit 4.1 and 4.2, respectively, to this Report of Foreign Private Issuer on Form 6-K (this "Form 6-K") and are incorporated by reference herein; and
- At the effective time of the Merger, each share of Class B common stock of DCRN was cancelled and converted into Class A common stock of DCRN in accordance with the DCRN's amended and restated certificate of incorporation and, accordingly, were exchanged for Company Ordinary Shares pursuant to the Merger.

As of January 13, 2022, after giving effect to the Business Combination (including any DCRN shareholder redemptions), the Company had 135,380,695 ordinary shares and 21,783,259 warrants to purchase ordinary shares outstanding.

The Company Ordinary Shares and Company Warrants are expected to begin trading on The Nasdaq Global Market on January 14, 2022 under the symbols "DCFC" and "DCFCW," respectively.

On the Closing Date, the Company's Constitution, the Amended & Restated Registration Rights Agreement, the Amended and Restated Warrant Agreement and the Warrant Assignment and Assumption Agreement were executed by the Company and the respective parties thereto. Forms of these agreements were previously included as exhibits to the Registration Statement. Executed versions of these agreements are filed as Exhibits 3.1, 4.1, 4.2 and 10.1 to this Form 6-K and are incorporated by reference herein.

Additionally, on the Closing Date, the Company issued a press release announcing the closing of the Business Combination. A copy of the press release is filed as Exhibit 99.1 to this Form 6-K and is incorporated by reference herein.

Post-Closing Financing

Subscription Agreement

On July 27, 2021, DCRN, the Company and Palantir Technologies Inc. ("Palantir") entered into a Subscription Agreement (the "Subscription Agreement"). As previously announced, on January 12, 2022, the Company waived the condition to the closing of the Business Combination that, as of the closing, the amount of funds contained in DCRN's trust account (net of the aggregate amount of cash proceeds required to satisfy any exercise by DCRN's shareholders of their redemption rights and net of DCRN's fees and expenses incurred in connection with the Business Combination) plus the amount of cash proceeds to the Company resulting from any private placements of Company Ordinary Shares consummated in connection with the Closing be at least $200,000,000 (the "Minimum Cash Waiver"). As a result of the Minimum Cash Waiver, Palantir exercised its rights under the Subscription Agreement not to consummate its investment in the Company. The Company and Palantir are in discussions regarding a potential amendment to the Subscription Agreement, pursuant to which Palantir would subscribe for and purchase, and the Company would issue and sell to Palantir, up to 2,500,000 Company Ordinary Shares for a purchase price of $6.00 per share and an aggregate purchase price of $15.0 million (the "Amended PIPE Financing"). There can be no guarantee an agreement will be reached or that the Amended PIPE Financing will be completed on the terms described herein or on any other terms. If an agreement is reached, the Company intends to make a further announcement in this regard when updated information is available.

Option Agreements

On the Closing Date, the Company entered into separate option agreements (each, an "Option Agreement") with each of (i) St Baker Energy Holdings Pty Ltd, (ii) Varley Holdings Pty Ltd, (iii) Ilwella Pty Ltd and (iv) Decarbonization Plus Acquisition Sponsor II LLC (each a "Holder"), pursuant to which the Company granted to the Holders the contingent right to subscribe for and purchase, and the Holders committed to subscribe for and purchase, an aggregate of up to 7,500,000 Company Ordinary Shares (the "Option Shares"), for an exercise price of $6.00 per share (the "Option Exercise Price") and an aggregate purchase price of up to $45.0 million. The options that were issued, and the Option Shares to be issued, pursuant to the Option Agreements will not initially be registered under the Securities Act, in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act. The table below depicts the number of Option Shares underlying each Holder's option:

Holder	**Option Shares**
Decarbonization Plus Acquisition Sponsor II LLC	3,333,333
St Baker Energy Holdings Pty Ltd	2,500,834
Varley Holdings Pty Ltd	895,333
Ilwella Pty Ltd	770,500
Total	7,500,000

Pursuant to the Option Agreements, the Company has granted the Holders certain registration rights in connection with the Option Shares. Pursuant to the Option Agreements, the Company agreed that, within 30 calendar days after the Closing Date, the Company will file with the SEC (at the Company's sole cost and expense) a registration statement registering the resale of the Option Shares and the Company will use its commercially reasonable efforts to have such resale registration statement declared effective as soon as practicable after the filing thereof.

The foregoing description of the Option Agreements is qualified in its entirety by reference to the full text of the Option Agreements, the form of which is filed as Exhibit 10.2 to this Form 6-K and is incorporated herein by reference.

Impact of Post-Closing Financing on Existing Warrants

On the Closing Date, the Company notified Computershare Inc. and Computershare Trust Company, N.A., in their joint capacity as warrant agent (the "Warrant Agent") for the Company Warrants, of the following adjustments, effective January 13, 2022:

- the adjustment to the warrant price of the Company Warrants from $11.50 per Company Ordinary Share to $6.90 per Company Ordinary Share (representing 115% of the Option Exercise Price);

- the adjustment of the $18.00 per share redemption trigger price described in Section 6.1 of the Amended and Restated Warrant Agreement to $10.80 per Company Ordinary Share (representing 180% of the Option Exercise Price); and
- the adjustment of the redemption trigger price described in Section 6.2 of the Amended and Restated Warrant Agreement from $10.00 to $6.00 (the "Warrant Adjustments").

The Warrant Adjustments were required as a result of the issuance of the Options pursuant to Section 4.3 of the Warrant Agreement by and between DCRN and the warrant agent party thereto.

The Company will use its commercially reasonable efforts to provide notice of the Warrant Adjustments to each of the holders of the Company Warrants pursuant to its obligation under the Warrant Agreement.

EXHIBIT INDEX

Exhibit No.	Description
3.1	Constitution of Tritium DCFC Limited.
4.1	Warrant Assignment and Assumption Agreement, dated January 13, 2022.
4.2	Amended and Restated Warrant Agreement, dated January 13, 2022.
10.1	Amended and Restated Registration Rights Agreement, dated January 13, 2022.
10.2	Form of Option Agreement.
99.1	Press release, dated January 13, 2022.

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: January 14, 2022

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

Exhibit 3.1

Tritium DCFC Limited ACN 650 026 314

Constitution

Contents

1 Interpretation

1.1 Definitions

In this Constitution:

Board means the board of directors of the Company from time to time.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Queensland, Australia.

Company means Tritium DCFC Limited ACN 650 026 314, as that name may be changed from time to time.

Constitution means the constitution for the time being of the Company as constituted by this document and any resolutions of the Company modifying this document, and reference to a rule is a reference to a rule of this Constitution.

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

Default Rate means the interest rate per annum that is the sum of 2% and the rate advised by Commonwealth Bank of Australia Limited (or such other bank as is nominated by the Company) as an equivalent rate charged by that bank for overdrafts in excess of $100,000.

Exchange means any stock exchange nationally recognized in the United States of America or Australia (including Nasdaq Capital Market) on which Securities are listed.

Listing Rules means the rules and regulations of any Exchange.

Register means:

(a) in respect of shares, the register of members maintained pursuant to the Corporations Act; or

(b) in respect of other Securities, the records of holders kept by the Company.

Representative means a person appointed to represent a corporate member or corporate representative at a meeting of the Company in accordance with the Corporations Act.

Security includes any share, any unit of a share, any rights to shares, any option to subscribe for any share, any instalment receipt and other security with rights of conversion to equity in the share capital of the Company and any debenture issued by the Company.

1.2 Construction

In this Constitution:

(a) a reference to a partly paid share is a reference to a share on which there is an amount unpaid;

(b) a reference to an amount unpaid on a share includes a reference to any amount of the issue price which is unpaid;

(c) a reference to a call or an amount called on a share includes a reference to a sum that, by the terms of issue of a share, becomes payable on issue or at a fixed date;

(d) a reference to a director in relation to rules applying to meetings of the directors, includes alternate directors;

(e) unless the contrary intention appears:

(i) a singular word includes the plural, and vice versa;

(ii) words importing any gender include all other genders;

(iii) words used to refer to persons generally or to refer to a natural person include a body corporate, body politic, partnership, joint venture, association, board, group or other body (whether or not the body is incorporated);

(iv) a reference to a person includes that person's successors and legal personal representatives;

(v) 'writing' and 'written' includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise;

(vi) a reference to legislation is to be construed as a reference to that legislation, any subordinate legislation under it, and that legislation and subordinate legislation as amended, re-enacted or replaced for the time being; and

(vii) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase are given corresponding meanings;

(f) a reference to a power is also a reference to authority or discretion;

(g) a power, an authority or a discretion given to a director, the directors, the Company in general meeting or member may be exercised at any time and from time to time;

(h) a power or authority to do something includes a power or authority, exercisable in the like circumstances to revoke or undo it;

(i) the word 'agreement' includes an undertaking or other binding arrangement or understanding, whether or not in writing;

(j) the words 'including', 'include' and 'includes' are to be construed without limitation;

(k) a reference to dollars ($) is to Australian currency unless denominated otherwise; and

(l) headings are used for convenience only and are not intended to affect the interpretation of this Constitution.

1.3 Application of the Corporations Act and Listing Rules

(a) The rules that apply as replaceable rules to companies under the Corporations Act do not apply to the Company except so far as they are repeated in this Constitution.

(b) Unless the contrary intention appears:

(i) an expression in a rule that deals with a matter dealt with by a provision of the Corporations Act or Listing Rules has the same meaning as in that provision; and

(ii) subject to **rule 1.3(b)(i)**, an expression that is used in the Corporations Act or Listing Rules has the same meaning in this Constitution as in the Corporations Act or Listing Rules (as applicable).

1.4 Effect of the Listing Rules

While the Company is listed on any Exchange, the following provisions apply:

(a) notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act must not be done;

(b) nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done;

(c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the Listing Rules require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision;

(e) if the Listing Rules require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision;

(f) if any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

2 Securities

2.1 Allotment and issue of Securities

Subject to the Corporations Act and this Constitution, the directors may allot and issue Securities in the Company to any person on such terms and with such rights as the directors determine.

2.2 Class rights

(a) Subject to the Corporations Act and this Constitution, the directors may issue any Security with any preferred, deferred or other special rights or restrictions as to dividends, voting, return of capital, payment of calls or otherwise as the directors determine.

(b) Subject to this **rule 2.2** and the Corporations Act, the Company may by resolution convert or reclassify any Securities. Any amount unpaid on the Securities being converted must be divided equally among the replacement Securities.

(c) Subject to the Corporations Act and the terms of issue of any class of Securities, any right attaching to Securities in that class may be cancelled, abrogated or varied:

(i) by a special resolution passed at a separate meeting of the holders of the issued Securities of that class; or

(ii) with the consent in writing of the holders of 75% of the issued Securities of that class.

(d) Any right attaching to Securities of any class issued with preferred or other rights will not be abrogated or varied by the creation or issue of further Securities ranking equally with those Securities.

(e) The provisions of the Corporations Act and this Constitution relating to special resolutions and meetings of the Company apply to a special resolution or meeting referred to in **rule 2.2(c)** with any necessary modifications.

2.3 Preference shares

(a) The Company may issue any shares as preference shares including:

(i) preference shares which are liable to be redeemed in a manner permitted by the Corporations Act; and

(ii) preference shares in accordance with the terms of the **Schedule**.

(b) The issue of any Security which ranks in priority to preference shares in any respect will be treated as a variation or abrogation of the rights of the preference shares.

2.4 Commission and brokerage

(a) The Company may make payments by way of brokerage or commission to a person in consideration for the person subscribing or agreeing to subscribe, whether absolutely or conditionally, for Securities or procuring or agreeing to procure subscriptions, whether absolute or conditional, for Securities.

(b) The brokerage or commission may be satisfied by payment in cash or by issue of any Securities.

2.5 Fractional entitlement

On any issue of Securities (including on a dividend or bonus issue), if a holder is entitled to a fraction of a Security, the directors may deal with that fractional entitlement, on behalf of that holder, in any manner determined by the directors to be appropriate, including by:

(a) making cash payments;

(b) determining that fractions may be disregarded;

(c) appointing a trustee to deal with any fractional entitlements on behalf of members; and

(d) rounding up any fractional entitlement to the nearest whole Security by capitalising any amount available for capitalisation under **rule 14.8** (even if only some members participate in such capitalisation).

2.6 Certificates

(a) If the Company participates in a computerised or electronic share transfer system conducted in accordance with the Listing Rules, the Company is not required to issue a certificate for the Securities held by a holder and may cancel a certificate without issuing another certificate where permitted to do so by the Listing Rules.

(b) If Securities are not subject to a computerised or electronic share transfer system, a certificate for the Securities must be issued if required by the provisions of the Corporations Act.

2.7 Joint holders of Securities

Where two or more persons are registered as the joint holders of any Security:

(a) subject to the Corporations Act, the Company will not register more than three people as joint holder of any Security;

(b) they hold that Security as joint tenants with rights of survivorship;

(c) any certificate or holding statement issued in respect of the Security must set out the name of all joint holders;

(d) if the Company is required by the Corporations Act to issue a certificate or holding statement in respect of a Security, the Company must issue one certificate and delivery of a certificate for the Security to any one of the joint holders of the Share is delivery to all the joint holders;

(e) each of them is jointly and severally liable to pay each call or instalment of each call and interest and any other amount payable in respect of that Security;

(f) on transfer of that Security, the instrument of transfer must be signed by all joint holders; and

(g) if the directors receive a request to convene a general meeting in accordance with the Corporations Act from any joint holder or any joint holders of that Security, the request must detail any proposed resolution, the name or names of the joint holder or holders requesting the meeting and be signed by all of the joint holders making the request. For this purpose, signatures of joint holders may be contained in more than one document.

2.8 Interests recognised

(a) Subject to this Constitution and the rights of joint holders of Securities, the Company is entitled to treat the registered holder of any Security as the sole legal owner of that Security.

(b) Subject to the Corporations Act and this Constitution, the Company is not required to recognise:

(i) a person as holding a share on trust; or

(ii) any equitable, contingent, future or other claim to or interest in any Security,

even if the Company has notice of such trust, claim or interest.

3 Calls, forfeiture and liens

3.1 Power to make calls

(a) Subject to the Corporations Act, this Constitution and the terms on which the Securities are on issue, the directors may make a call on any holder in respect of any amount unpaid on any Security held by that holder which is not by the terms of issue of that Security made payable at fixed times.

(b) The Board may, to the extent permitted by the Corporations Act, waive or compromise all or part of any payment due under the terms of any issue of a Security or under any call.

(c) The terms on which Securities are on issue may differ between holders as to:

(i) the amount to be paid on any call or instalment; and

(ii) the date (or dates) on which payment is to be made.

(d) Subject to the terms on which the Securities are on issue, a call is made on the date the directors resolve to make a call.

(e) Subject to the terms on which the Securities are on issue, a call may be payable in one payment or in instalments.

3.2 Deemed call

Any amount unpaid on a Security that, by the terms of issue of that Security becomes payable on issue or at a fixed date:

(a) is treated for the purposes of this Constitution as if that amount were payable under a call duly made and notified; and

(b) must be paid on the date on which it is payable under the terms of issue of the Security.

3.3 Notice of call

(a) Subject to the terms on which the Securities are on issue, at least 20 Business Days' notice (or such longer period required by the terms of issue of the Securities) must be given to the holder of the date on which the amount of the call or the instalment of the amount of the call must be paid.

(b) Subject to the terms on which the Securities are on issue, the notice must state:

(i) the amount of the call or, as the case may be, the amount of each instalment;

(ii) the date (or dates) for payment;

(iii) the time (or times) for payment;

(iv) the place (or places) for payment;

(v) the manner of payment;

(vi) that interest may be payable if payment is not made on or before the date (or dates) for payment; and

(vii) that a lien will arise if the amount of the call or the instalment is not paid in accordance with the notice.

(c) A call is not invalid by reason of any unintentional error or omission in giving notice or by non-receipt of notice.

3.4 Revocation, postponement or extension of calls

Subject to the terms on which the Securities are on issue, the directors may, by notice, revoke, postpone or extend the time for payment of the call.

3.5 Interest on unpaid calls

(a) A member must pay to the Company any called amount in the manner, by the time and at the place specified in the notice of the call.

(b) If an amount called is not paid on or before any date specified in the notice for payment, the holder must pay to the Company:

(i) interest on the amount unpaid from the date specified in the notice of the call for payment until and including the date of actual payment; and

(ii) all costs and expenses that the Company incurs due to the failure to pay or late payment.

(c) For the purposes of **rule 3.5(b)(i)**, the interest rate may be determined by the directors, or, if the directors do not determine a rate or no rate is set out in the relevant notice of the call, the interest rate is the Default Rate. Interest will accrue and compound daily.

(d) The Board may waive the right to require the payment of interest.

3.6 Recovery of called amounts

(a) In any proceeding to recover a call, or an amount payable due to the failure to pay a call or late payment of a call, proof that:

(i) the name of the person against whom proceedings are issued is entered in the Register as the holder of the Securities the subject of the unpaid call;

(ii) the resolution making the call is duly recorded in the minute book of the Company; and

(iii) notice of the call was given to the holder of the Securities the subject of the unpaid call,

will be conclusive evidence of the obligation of the holder to pay the call and it is not necessary to prove the appointment of the directors who made the call or any other matter.

(b) Any proceeding brought by the Company in accordance with this **rule 3.5(d)** will be without prejudice to the right of the Company to forfeit the Security the subject of the unpaid call.

(c) In this **rule 3.5(d)** a proceeding to recover a call or an amount includes a proceeding against a person whom the Company alleges a set-off or counterclaim.

3.7 Payment of calls in advance

(a) The Board may accept from a member in advance of any call, the whole or part of any amount unpaid on any Security.

(b) The Board may authorise payment by the Company of interest (in an amount determined by the directors) upon the whole or any part of any sum so accepted from the date of payment until the date on which the sum paid is payable under a call.

(c) Any sum accepted by the Company in advance of a call is:

(i) to be treated as a loan to the Company, not as share capital of the Company until the date on which the sum is payable under a call or instalment; and

(ii) not to be taken into account in determining an entitlement to vote or the amount of any dividend in respect of any Security.

(d) The Board may repay any sum accepted in advance of a call.

3.8 Notice regarding forfeiture

If any holder does not pay the amount of any call or instalment in respect of any Security when it is due, the directors may give notice to the holder:

(a) requiring payment of:

(i) the unpaid call or instalment;

(ii) any costs and expenses incurred by the Company as a result of the non-payment of the call or instalment; and

(iii) interest that has accrued and compounded (on a daily basis) on the amount of the unpaid call or instalment;

(b) demanding payment of those amounts within 10 Business Days after the date of the notice;

(c) stating the place where payment is to be made; and

(d) stating that the Security and any dividend in respect of it not yet paid are liable to be forfeited if payment of the amount demanded is not made in full by the due date set out in the notice.

3.9 Forfeiture

(a) Subject to the Corporations Act, if payment of the amount demanded is not made in full in accordance with a notice given under **rule 3.8**, the directors may by resolution forfeit any Security the subject of the notice.

(b) A forfeiture of any Security under this **rule 3.9** includes all dividends, interest and other amounts payable by the Company on the forfeited Security and not actually paid before the forfeiture.

(c) The Board may accept the surrender of any Security which may be forfeited. If the directors accept the surrender, that Security will be treated as having been forfeited and may be sold, re-issued or otherwise disposed of in the same manner as a forfeited Security.

(d) If any Security is forfeited, notice of forfeiture will be given to the holder of that Security and the date and details of the forfeiture will be recorded in the Register. Failure to do so will not invalidate the forfeiture.

(e) Any forfeited Security is the property of the Company and the directors may sell, re-issue or otherwise dispose of any forfeited Security on terms and in such manner as determined by the directors.

(f) At any time before any forfeited Security is sold or otherwise disposed of, the directors may cancel the forfeiture on terms determined by it.

(g) On forfeiture of any Security, the holder of that Security ceases to be a holder and ceases to have any right as a holder in respect of that forfeited Security (including in respect of any dividend), but remains liable to pay the Company:

(i) all amounts payable by the former holder to the Company at the date of forfeiture;

(ii) any and all costs or expenses incurred by the Company in respect of the forfeiture; and

(iii) interest to accrue and to compound daily at a rate determined by the directors or, if no such rate is determined, at the Default Rate on those amounts from the date of forfeiture until payment of amounts and accrued interest in full.

(h) The liability of a holder continues until:

(i) the holder pays all those amounts and accrued interest in full; or

(ii) the Company receives and applies as the net proceeds from the sale or other disposal of the forfeited Security an amount which is equal to or greater than all those amounts and accrued interest.

(i) The Company may receive the net proceeds from the sale or other disposal of any forfeited Security and execute an instrument of transfer in respect of the forfeited Security. The Company must apply the net proceeds of any sale or other disposal of any forfeited Security in or towards satisfaction of:

(i) firstly, costs and expenses paid or payable in connection with the enforcement of the forfeiture and the sale or other disposal of that Security; and

(ii) secondly, all amounts due but unpaid and accrued interest on all those amounts.

(j) The Company must pay the balance (if any) of the net proceeds of sale or other disposal to the person whose forfeited Security has been sold or otherwise disposed of.

(k) The purchaser of any forfeited Security is entitled to assume that the proceeds of the sale or other disposal have been applied in accordance with this Constitution and is not responsible for the application of the purchase money by the Company.

(l) The forfeiture of a Security extinguishes all interest in, and all claims and demands against the Company in respect of, the forfeited Security and all other rights incidental to the Security, subject to this Constitution.

3.10 Cancellation of forfeited Securities

(a) Subject to the Corporations Act, the Company may, by resolution passed at a general meeting, cancel any forfeited Security.

(b) The former holder of any such cancelled Security will remain liable for the amount called but unpaid in respect of the cancelled Security.

3.11 Lien on Securities

(a) The Company has a first and paramount lien:

(i) on each partly paid Security in respect of any call (including any instalment) due and payable but unpaid;

(ii) on each Security in respect of any payment which the Company is required by law to pay (and has paid) in respect of the Security; and

(iii) on each Security acquired under an employee incentive scheme for any money payable to the Company by the holder for the acquisition of the Security, including any loan under an employee incentive scheme.

(b) In each case, the lien extends to all dividends from time to time payable in respect of the Securities and to reasonable interest (at such rate as the directors may determine or if the directors do not determine a rate at a rate equal to the Default Rate) and reasonable expenses incurred because the amount is not paid.

(c) The Company may do all things necessary or appropriate for it to do to protect any lien or other right to which it may be entitled under any law or this Constitution.

(d) By notice, the directors may discharge or waive, in whole or in part, any lien or declare any Security to be wholly or partly exempt from a lien, but otherwise no act or omission is to be taken as discharging, waiving or otherwise granting an exemption from any lien.

(e) If any Security is subject to a lien and the Company registers the transfer of any Security subject to a lien without giving notice of the lien to the transferee of the Security, the lien is treated as waived as against the transferee.

3.12 Enforcement of lien

(a) Subject to the Corporations Act, the Board may sell or otherwise dispose of any Security the subject of a lien, if:

(i) a sum in respect of which the lien exists is due and payable but is unpaid;

(ii) the Company has provided notice to the holder:

(A) setting out the amount due but unpaid;

(B) demanding payment of that amount; and

(C) stating that the Security is liable to be sold or otherwise disposed of if payment of that amount is not made within 10 Business Days after the date of the notice; and

(iii) the amount specified in the notice is not paid in full in accordance with the notice.

(b) The terms on which and manner by which any Security may be sold or otherwise disposed of are to be determined by the directors.

(c) Interest accrues and compounds daily at the rate determined by the directors or, if no such rate is determined, at the Default Rate on the amount due but unpaid, costs and expenses incurred in connection with the enforcement of the lien and the sale or other disposal of the Securities.

(d) The Company may receive the net proceeds of the sale or other disposal of any Security and execute an instrument of transfer in respect of the Security. The Company must apply the net proceeds of the sale or disposal of any Security in or towards satisfaction of:

(i) firstly, costs and expenses paid or payable in connection with the enforcement of the lien and the sale or other disposal of that Security; and

(ii) secondly, all amounts due but unpaid and accrued interest on all those amounts.

(e) The Company must pay any balance of the net proceeds of sale or other disposal to the person whose Security has been sold or otherwise disposed of. The Company is not required to pay interest on any amount payable under this **rule 3.12(e)**.

(f) The purchaser of any Security the subject of a lien is entitled to assume that the proceeds of sale or other disposal have been applied in accordance with this Constitution and is not responsible for the application of the purchase money by the Company.

3.13 Continuing liability

If the net proceeds from the sale or other disposal under this **rule 3** are less than the sum of:

(a) the amount due but unpaid in respect of that Security;

(b) the costs and expenses paid or payable in connection with the enforcement of the lien and the sale or other disposal; and

(c) interest on those amounts,

(together the **Shortfall**) the person whose Security has been sold or otherwise disposed of continues to be liable and must pay to the Company an amount equal to the Shortfall together with interest at the Default Rate.

3.14 Member's indemnity for payment required by law

(a) If the law of any jurisdiction imposes or purports to impose any immediate, future or possible liability on the Company, or empowers or purports to empower any person to require the Company to make any payment in respect of a member, a Security held by that member (whether alone or jointly) or a dividend or other amount payable in respect of a Security held by that member, the Company:

(i) is fully indemnified by that member from that liability;

(ii) may recover as a debt due from the member the amount of that liability together with interest at the Default Rate from the date of payment by the Company to the date of repayment by the member; and

(iii) subject to **rule 5**, may refuse to register a transfer of any Security by that member until the debt has been paid to the Company.

(b) Nothing in this document in any way prejudices or affects any right or remedy which the Company has (including any right of set off) and, as between the Company and the member, any such right or remedy is enforceable by the Company.

(c) The directors may:

(i) exempt a Security from all or part of this **rule 3.14**; and

(ii) waive or compromise all or any part of any payment due to the Company under this **rule 3.14**.

4 Transfer and transmission of Securities

4.1 Participation in computerised or electronic systems

The Board may do anything it considers necessary or desirable and that is permitted under the Corporations Act and the Listing Rules to facilitate the Company's participation in any computerised or electronic system established or recognised by the Corporations Act or the Listing Rules for the purposes of facilitating dealings in Securities.

4.2 Form of transfers

(a) Subject to this Constitution and to any restrictions attached to the Security, a holder may transfer all or any of the holder's Securities by an instrument of transfer in writing in any usual or common form or in any other form that the directors approve or is otherwise permitted by the Corporations Act.

(b) If an instrument of transfer under **rule 4.2(a)** is used to transfer a share and the transferor or transferee is a clearing house or its nominee(s), the instrument of transfer may be executed by hand or by machine imprinted signature or by such other manner of execution as the directors may approve from time to time.

4.3 Registration procedure

(a) Subject to **rules 3.14(a)(iii)** and **4.4**, upon receipt of a transfer of Securities that complies with **rules 4.2** and **4.3**, the Company must register the nominated transferee as the holder of the relevant Securities.

(b) A transfer under **rule 4.2(a)** must:

(i) be executed by or on behalf of both the transferor and the transferee (the directors may resolve, either generally or in any particular case, to accept for registration an instrument of transfer that has been executed using a machine imprinted signature);

(ii) if required by law to be stamped, be duly stamped; and

(iii) be delivered to the registered address of the Company or the relevant registry for registration together with the certificate (if any) for the Securities to be transferred and, subject to the Listing Rules, any other evidence the directors may require to prove the title of the transferor to the Securities and the transferor's right to transfer the Securities.

(c) The Company must register a paper-based instrument of transfer in registrable form (subject to **rule 4.4(a)(iii)**) and must do so without charge.

(d) On registration of a transfer of Securities, the Company must cancel the old certificate (if any) and any duplicate certificate.

4.4 Directors' power to decline to register transfer

(a) The directors may decline to register, or prevent registration of, a transfer of Securities where:

(i) the transfer is not in registrable form;

(ii) the Company has a lien on any of the Securities the subject of the transfer;

(iii) the transfer is paper-based and registration of the transfer will result in a holding which is less than a marketable parcel;

(iv) the registration of the transfer may breach an applicable law or would be in breach of any order of any applicable court;

(v) the transfer is not permitted under the terms of issue of the Security (including the terms of any employee incentive scheme of the Company); or

(vi) the Company is otherwise permitted or required to do so under any applicable law, Listing Rules or terms of issue of the Securities.

(b) If the Company refuses to register a paper-based transfer under **rule 4.4(a)**, it must tell the lodging party in writing of the refusal and the reason for it, within five Business Days after the date on which the transfer was lodged.

4.5 Instruments of transfer retained

(a) All instruments of transfer that are registered will be retained by the Company for such period as the directors may determine.

(b) Any instrument of transfer which the directors decline to register will, except in the case of fraud, or alleged fraud, upon demand in writing be returned to the party who delivered it.

4.6 Transmission of Securities on death

(a) On the death of a holder, the Company will recognise only:

(i) where the holder was a sole holder, the personal representative of the deceased holder; and

(ii) where the holder was a joint holder, the surviving joint holder (or holders), as being entitled to the deceased's interest in Securities of the deceased holder.

(b) A person who becomes entitled to a Security upon the death of a holder may, having provided the directors with such evidence as required by the directors to prove that person's entitlement to the Securities of the deceased holder:

(i) by giving a signed notice to the Company, elect to be registered as the holder of any Security owned by the deceased; or

(ii) subject to the provisions of this Constitution as to transfers, transfer any Security owned by the deceased to another person.

(c) A trustee, executor or administrator of the estate of a deceased holder may be registered as the holder of any Security owned by the deceased as trustee, executor or administrator of that estate.

(d) The death of a holder will not release the estate of that holder from any liability in respect of any Securities.

4.7 Transmission of Securities on bankruptcy

(a) A person who becomes entitled to a Security on the bankruptcy of a holder may, having provided the directors with such evidence as required by the directors to prove that person's entitlement to the Securities of the bankrupt holder:

(i) by giving a signed notice to the Company, elect to be registered as the holder of any Security owned by the bankrupt holder; or

(ii) subject to the provisions of this Constitution as to transfers, transfer any Security owned by the bankrupt holder to another person.

(b) A trustee or administrator of a person who is bankrupt may be registered as the holder of any Security owned by that person as trustee or administrator of that person's affairs.

(c) This **rule 4.7** is subject to the *Bankruptcy Act 1966* (Cth).

4.8 Transmission of Securities on mental incapacity

(a) A person who becomes entitled to a Security because a holder is subject to assessment or treatment under any mental health law may, having provided the directors with such evidence as required by the directors to prove that person's entitlement to the Securities of the that holder:

(i) by giving a signed notice to the Company, elect to be registered as the holder of any Security owned by the holder; or

(ii) subject to the provisions of this Constitution as to transfers, by giving a proper instrument of transfer to the Company, transfer any Securities owned by the holder to another person.

(b) A trustee or administrator of a person who is mentally or physically incapable of managing his or her affairs, may be registered as the holder of any Security owned by that person as trustee or administrator of that person's affairs.

5 General meetings

5.1 Annual general meetings

Annual general meetings must be held in accordance with the Corporations Act and the Listing Rules.

5.2 Calling a general meeting

A general meeting may only be called:

(a) by a directors' resolution; or

(b) as otherwise provided in the Corporations Act or the Listing Rules.

5.3 Notice of general meeting

(a) Notice of a general meeting must be given to the members, directors and the auditor in accordance with the Corporations Act, and while the Company is listed on an Exchange, notice must be given to the Exchange within the time limits prescribed by the Listing Rules.

(b) The notice must:

(i) state the date, time and place (or places) of the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);

(ii) state the general nature of the business to be conducted at the meeting;

(iii) state any proposed resolutions;

(iv) contain a statement informing the members of the right to appoint a proxy;

(v) if there is to be an election of directors, the names of the candidates for election; and

(vi) any other matters required by the Corporations Act.

(c) A notice of meeting must be accompanied by a form of proxy which satisfies the requirements of the Corporations Act.

(d) Unless the Corporations Act provides otherwise:

(i) no business may be transacted at a general meeting unless the general nature of the business is stated in the notice calling the meeting; and

(ii) except with the approval of the directors or the chair, no person may move any amendment to a proposed resolution the terms of which are set out in the notice calling the meeting or to a document which relates to such a resolution, a copy of which has been made available to members to inspect or obtain.

5.4 General meetings at two or more places

(a) A general meeting may be held in two or more places. If a general meeting is held in two or more places or otherwise in accordance with the Corporations Act, the Company must use technology that gives members a reasonable opportunity to participate at that general meeting.

(b) If, before or during a general meeting, any technical difficulty occurs which precludes a member from having a reasonable opportunity to participate, the chair may either adjourn the meeting until the technology gives members a reasonable opportunity to participate or continue the meeting (in which case no member may object to the meeting being held or continuing).

5.5 Postponement or cancellation of general meetings

(a) By resolution of the Board any general meeting may be cancelled or postponed prior to the date on which it is to be held, except where the cancellation or postponement would be contrary to the Corporations Act or the Listing Rules.

(b) A general meeting convened under section 249D of the Corporations Act may not be postponed beyond the date by which section 249D of the Corporations Act requires it to be held and may not be cancelled without the consent of the member or members who requested it.

5.6 Notice of change, postponement or cancellation

Notice of cancellation or postponement or change of place of a general meeting must state the reason for cancellation or postponement and be:

(a) published in a daily newspaper circulating in Australia;

(b) while the Company is listed on an Exchange, be given to the Exchange or otherwise in accordance with the Listing Rules; or

(c) subject to the Corporations Act, given in any other manner determined by the directors.

5.7 Omission to give notice relating to general meeting

(a) Subject to the Corporations Act, no resolution passed at or proceedings of any general meeting will be invalid because of any unintentional omission or error in giving or not giving notice of

(i) that general meeting;

(ii) any change of place (or places) of that general meeting;

(iii) postponement of that general meeting, including the date, time and place (or places) for the resumption of the adjourned meeting; or

(iv) resumption of that adjourned general meeting.

(b) A person's attendance at a general meeting waives any objection that person may have in respect of any unintentional omission or error in the giving of a notice.

6 Proceedings at general meetings

6.1 Quorum

(a) No business may be transacted at a general meeting, except the election of a chair and the adjournment of the meeting, unless a quorum is present when the meeting proceeds to business and remains present throughout the meeting.

(b) A quorum at a general meeting is 33.3% or more members present in person or by proxy and entitled to vote.

(c) If a member has appointed more than one proxy and two or more proxies attend a general meeting, only one proxy will be counted for the purposes of determining whether there is a quorum.

(d) A member placing a direct vote under **rule 8.5(a)** is not taken into account in determining whether or not there is a quorum at a general meeting.

6.2 Lack of quorum

(a) If a quorum is not present within 30 minutes after the time appointed for a general meeting (or any longer period of time as the chair may allow) the general meeting:

(i) if convened by a director or on the request of members, is dissolved; or

(ii) in any other case, is adjourned to a day, time and place (or places) as the chair determines or if the chair is not present, as the directors at the meeting determine or, if the directors do not so determine, to the same day in the next week at the same time and place (or places) as the adjourned meeting.

(b) If a quorum is not present within 30 minutes after the time appointed for the resumption of the adjourned general meeting, the general meeting is dissolved.

6.3 Chairing general meetings

(a) The chair of the Board from time to time will be entitled to chair each general meeting of the Company.

(b) If the chair is not present within 15 minutes after the time appointed for any general meeting or if the chair is unwilling or unable to act as chair for the whole or any part of that general meeting, the deputy chair of Board meetings (if any) will chair the general meeting, or if there is no deputy chair or if the deputy chair is not present or is unwilling or unable to act, the directors present may elect a director present to chair that general meeting.

(c) If no director is elected or if all the directors present decline to take the chair for the whole or any part of that general meeting, the members present (whether in person or by proxy) may elect a member present (in person) to chair the whole or any part of that general meeting.

(d) A chair of a general meeting may, for any item of business or part of a meeting, vacate the chair in favour of another director who will preside as acting chair. Where an instrument of proxy appoints the chair as proxy for any part of the proceedings for which the acting chair presides, the instrument of proxy will be taken to have been given in favour of the acting chair for the relevant part of the proceedings of the general meeting.

6.4 Admission to and conduct of general meetings

(a) Subject to the Corporations Act, the chair of each general meeting has charge of the conduct of that meeting, including the procedures to be adopted and the application of those procedures at that meeting.

(b) The chair of each general meeting may take any action the chair considers necessary to enable that meeting to be carried on in an orderly and proper manner and to ensure the safety of all persons at that meeting and may:

(i) require any person not to enter or to leave the place (or any place) at which the meeting is to be held, including any person:

(A) in possession of any thing:

(1) allowing pictorial or sound recording; or

(2) that may be used in any demonstration or disruption, including any banner or placard;

(B) who has a placard or banner;

(C) who does not permit inspection of any thing in that person's possession;

(D) who the chair considers may disrupt that general meeting;

(E) who behaves or threatens to behave in a dangerous, offensive or disruptive way;

(F) who, in the opinion of the chairperson, is not complying with the reasonable directions of the chairperson.

(ii) refuse entry to any person not entitled to receive notice of the meeting.

The chair may delegate the powers conferred by this **rule 6.4(b)** to any person the chair thinks fit.

(c) Without prejudice to the application of the Corporations Act, any director and any person (whether or not a member) invited to speak at a general meeting (including by the chair during the general meeting) may speak at the general meeting. No other person may speak at the general meeting.

(d) Subject to this Constitution, the chair may require the application of any proceeding that the chair considers necessary to allow proceedings at any meeting to be carried on in an orderly and proper manner, including:

(i) imposing a limit on the time that a person may speak on any matter and terminating debate or discussion on any matter being considered and requiring the matter to be put to a vote of members;

(ii) adopting any procedures for casting or recording votes at the meeting whether on a show of hands or a poll (including the appointment of scrutineers); and

(iii) requiring any person to leave any meeting, and if that person does not leave as required, have that person removed from the meeting.

(e) A determination by the chair for the purpose of this **rule 6.4** binds all members and is final.

6.5 Adjournment

(a) The chair of a general meeting at which a quorum is present may adjourn the meeting to another date, time and place (or places).

(b) The chair of a general meeting may at any time during the course of the meeting:

(i) adjourn the meeting or any business, motion, question or resolution being or to be considered by the meeting to a later time at the same meeting or to an adjourned meeting; and

(ii) for the purpose of allowing any poll to be taken or determined, suspend the proceedings of the meeting for such period or periods as the chair determines.

(c) Subject to the Corporations Act and the Constitution, the chair's rights under **rule 6.5(b)** are exclusive and, unless the chair requires otherwise, no vote may be taken or demanded by the members about any postponement, adjournment or suspension of proceedings.

(d) No business may be transacted on the resumption of an adjourned or postponed general meeting other than the business left unfinished at the adjourned general meeting.

(e) Where a meeting is adjourned, notice of the adjourned meeting must be given to the Exchange, but need not be given to any other person.

6.6 Postponement

Subject to this Constitution, except where the general meeting has been convened by a court, the chair may postpone any general meeting, if at the place (or a place) and the time for that general meeting it appears to the chair that:

(a) there is insufficient space for the members who wish to attend the meeting; or

(b) the postponement of the meeting is necessary because the business of the meeting is unlikely to be capable of being carried on in an orderly and proper manner, including because of the behaviour of any person present.

7 Proxies, attorneys and Representatives

7.1 Appointment of proxy

(a) Subject to this Constitution, a member who is entitled to attend and to vote at a general meeting of the Company may appoint a person as proxy to attend, speak and vote for that member. The instrument appointing a proxy may restrict the exercise of any power.

(b) A proxy may be, but does not have to be, a member.

(c) A proxy is not entitled to vote if the member who has appointed the proxy is present in person at the meeting.

(d) If a member is entitled to cast two or more votes at a meeting, the member may appoint two proxies. If the member appoints two proxies and the appointment does not specify the proportion or the number of votes each proxy may exercise, each proxy may exercise half the votes.

7.2 Member's attorney

Subject to this Constitution, a member may appoint an attorney to act, or to appoint a proxy to act, at a meeting of members. If the appointor is an individual, the power of attorney must be signed in the presence of at least one witness.

7.3 Proxy instruments and powers of attorney

(a) Subject to the Corporations Act and **rule 7.4(b)**, an appointment of a proxy or an attorney must be in writing and be signed by the member appointing the proxy or attorney, or if an appointment of a proxy by the duly authorised attorney of the member, and state:

(i) the member's name and address;

(ii) the Company's name;

(iii) the proxy's name or the name of the office held by the proxy; and

(iv) the general meeting at which the proxy may be used, or if the appointment is a standing one, a clear statement to that effect.

(b) Where an instrument appointing a proxy is signed pursuant to a power of attorney, a copy of the power of attorney (certified or notarised by a notary public as a true copy of the original) must be attached to the proxy instrument sent to the Company.

(c) An instrument appointing a proxy or attorney may direct the way in which the proxy or attorney is to vote on a particular resolution.

(d) Subject to the Corporations Act, if an instrument contains a direction:

(i) the proxy need not vote unless the proxy is the chair of the meeting, in which case the proxy must vote on a poll; and

(ii) if a proxy votes, the proxy is not entitled to vote on the proposed resolution except as directed in the instrument.

(e) If an instrument does not contain a direction, the proxy is entitled to vote on the proposed resolution as the proxy considers appropriate.

(f) If a proxy is appointed to vote on a particular resolution by more than one member, that proxy:

(i) may vote on a show of hands in the same way if each instrument appointing the proxy directs the proxy to vote in the same way or does not direct the proxy how to vote; and

(ii) may not vote on a show of hands unless each instrument appointing the proxy and directing the proxy to vote in a particular way directs the proxy to vote in the same way.

7.4 Proxy and attorney instruments to be received by Company

(a) An instrument purporting to appoint a proxy or attorney is not effective unless it is received, together with any additional documentation, including a copy of the power of attorney (certified or notarised by a notary public as a true copy of the original), by the Company:

(i) at least 48 hours before the general meeting or, as the case may be, the postponed or adjourned general meeting; or

(ii) where **rule 7.4(d)** applies, such shorter period before the time for holding the general meeting or, as the case may be, postponed or adjourned general meeting, as the Company determines in its discretion,

at any of the following:

(iii) the registered office; or

(iv) a place, facsimile number or electronic address specified for that purpose in the notice of the general meeting.

(b) For the purposes of **rule 7.4(a)**, a proxy instrument received at an electronic address specified in the notice of general meeting for the receipt of proxy instruments or otherwise received by the Company in accordance with the Corporations Act is taken to have been signed or executed if the appointment:

(i) includes or is accompanied by a personal identification code allocated by the Company to the member making the appointment;

(ii) has been duly authorised by the member in another manner approved by the directors and specified in or with the notice of meeting; or

(iii) is otherwise authenticated in accordance with the Corporations Act.

(c) The Company is entitled to clarify with a member any instruction on an instrument appointing a proxy or attorney which is received by the Company within the period referred to in **rule 7.4(a)(i)** or **7.4(a)(ii)** (as applicable) by written or verbal communication. The Company, at its discretion, is entitled to amend the contents of any instrument appointing a proxy or attorney to reflect any clarification in instruction and the member at that time is taken to have appointed the Company as its attorney for this purpose.

(d) Where an instrument appointing a proxy or attorney has been received by the Company within the period specified in **rule 7.4(a)(i)** and the Company considers that the instrument has not been duly executed, the Company, in its discretion, may:

(i) return the instrument appointing the proxy or attorney to the appointing member; and

(ii) request that the member duly execute the instrument and return it to the Company within the period determined by the Company under **rule 7.4(a)(ii)** and notified to the member.

An instrument appointing a proxy or attorney which is received by the Company in accordance with this **rule 7.4(d)** is taken to have been validly received by the Company.

7.5 Power to demand poll

A proxy or attorney may demand, or join in demanding, a poll.

7.6 Revocation of proxy or attorneys

A member may revoke the appointment of a proxy or attorney appointed by it by notice to the Company stating that the appointment of a proxy or attorney is revoked or by appointing a new proxy or attorney.

7.7 Validity of votes of proxy or attorney

A vote cast by a proxy or attorney will be valid unless not less than 48 hours before the start of a general meeting (or, in the case of an adjourned or postponed general meeting, any lesser time that the directors or the chair of the meeting decide) at which a proxy or attorney votes, the Company receives notice of:

(a) the member who appointed the proxy or attorney ceasing to be a member;

(b) the revocation of the instrument appointing the proxy or attorney;

(c) the appointment of a new proxy or attorney; or

(d) the revocation of any power of attorney under which the proxy or attorney was appointed.

7.8 Appointment of Representative

(a) Subject to this Constitution, if a member is a body corporate, it may appoint a natural person as its Representative to exercise on its behalf any or all of the powers it may exercise:

(i) at meetings of the members; or

(ii) at meetings of creditors or debenture holders.

(b) The appointment of a Representative may be a standing one.

7.9 Authority to act as Representative

(a) An appointment of a Representative must be in writing and be signed by the body corporate appointing the Representative and state:

(i) the member's name and address;

(ii) the Company's name;

(iii) the Representative's name or the name of the office held by the Representative; and

(iv) the general meeting at which the Representative may act, or if the appointment is a standing one, a clear statement to that effect.

(b) The instrument appointing the Representative may restrict the exercise of any power.

7.10 Instrument to be received by the Company

(a) An instrument purporting to appoint a Representative is not valid unless it is received by the Company at least 48 hours before the general meeting or, in the case of an adjourned meeting, at least 48 hours before the resumption of an adjourned general meeting.

(b) An instrument appointing a Representative must be received by the Company at any of the following:

(i) the registered office; or

(ii) a place, facsimile number or electronic address specified for that purpose in the notice of the general meeting.

7.11 Revocation of appointment of Representative

A member may revoke the appointment of a Representative appointed by it by notice to the Company stating that the appointment of the Representative is revoked or by appointing a new Representative.

7.12 Validity of votes of Representative

A vote cast by a Representative will be valid unless before the start of the general meeting (or, in the case of an adjourned or postponed general meeting, not less than 48 hours before the resumption of the adjourned or postponed general meeting) at which a Representative votes:

(a) the member who appointed the Representative ceases to be a member; or

(b) the Company has received notice of the revocation of the instrument appointing the Representative.

7.13 No liability

The Company is not responsible for ensuring:

(a) any directions provided in the instrument appointing the proxy or attorney or the way in which a proxy or attorney is to vote on a particular resolution are complied with; and

(b) that the terms of appointment of a Representative are complied with,

and accordingly is not liable if those directions or terms are not complied with.

8 Voting at general meetings

8.1 Decisions of a general meeting

Except as required by the Corporations Act, questions or resolutions arising for determination at a general meeting will be decided by a majority of votes cast by members present in person or by proxy (excluding any member who abstains from voting).

8.2 Casting vote

If on any ordinary resolution an equal number of votes is cast for and against a resolution, the chair has a casting vote in addition to any vote cast by the chair as a member.

8.3 Membership at a specified time

The Board may determine, for the purposes of a particular meeting of members, that all Securities that are quoted on an Exchange at a specified time before the meeting are taken to be held at the time of the meeting by the persons who hold them at the specified time. The determination must be made in accordance with the Corporations Act.

8.4 Voting rights

(a) Subject to this Constitution and the terms on which Securities are issued, at a general meeting:

(i) on a show of hands:

(A) if a member has appointed two proxies, neither of those proxies may vote;

(B) a member who is present and entitled to vote and is also a proxy, attorney or Representative of another member has one vote; and

(C) subject to **rules 8.4(a)(i)(A)** and **8.4(a)(i)(B)**, every individual present who is a member, or a proxy, attorney or Representative of a member, entitled to vote, has one vote; and

(ii) on a poll every member entitled to vote who is present in person or by proxy, attorney or Representative or who has submitted a valid direct vote under **rule 8.5(a)**:

(A) has one vote for every fully paid share held; and

(B) subject to **rule 8.4(a)(iii)** and **8.4(e)**, in respect of each partly paid share held has a fraction of a vote equal to the proportion which the amount paid bears to the total issue price of the share; and

(iii) unless:

(A) otherwise provided in the terms on which shares are issued,

in calculating the fraction of a vote which the holder of a partly paid share has, the Company must not count an amount:

(B) paid in advance of a call; or

(C) credited on a partly paid share without payment in money or money's worth being made to the Company.

(b) A joint holder may vote at a meeting either personally or by proxy, attorney or Representative as if that person was the sole holder. If more than one joint holder tenders a vote in respect of the relevant shares, the vote of the holder named first in the Register who tenders a vote, whether in person or by proxy, attorney or Representative, must be accepted to the exclusion of the votes of the other joint holders.

(c) Subject to any applicable law, a parent or guardian of a natural person who is a minor may vote at any general meeting in respect of Securities registered in the name of the minor if the parent or the guardian produces evidence required by the directors to demonstrate parenthood or appointment as guardian. Any vote cast by a parent or guardian in respect of any Security registered in the name of the minor that has produced such evidence will be counted and any vote cast by the minor will not be counted.

(d) A person entitled to the transmission of a Security under **rule 4.6**, **4.7** or **4.8** may vote at a general meeting in respect of that Security in the same way as if that person were the registered holder of the Security if, at least 48 hours before the meeting (or such shorter time as the directors determines), the directors:

(i) admitted that person's right to vote at that meeting in respect of the Security; or

(ii) were satisfied of that person's right to be registered as the holder of, or to transfer, the share.

Any vote duly tendered by that person must be accepted and the vote of the registered holder of those shares must not be counted.

(e) A member is not entitled to vote in respect of any Security on which a call or instalment of a call is due and payable but is unpaid.

8.5 Direct voting

(a) A member who is entitled to attend and vote on a resolution at a general meeting may, where the directors so determine, vote by electronic or other means at that general meeting. Any vote so admitted is referred to as a 'direct vote'. The directors may, in their absolute discretion, determine the means by which a direct vote may be cast which may include:

(i) post;

(ii) facsimile; or

(iii) other electronic means.

(b) A direct vote on a resolution at a meeting in respect of a Security cast in accordance with **rule 8.5(a)** is of no effect and will be disregarded:

(i) if, at the time of the resolution, the person who cast the direct vote:

(A) is not entitled to vote on the resolution in respect of the Security; or

(B) would not be entitled to vote on the resolution in respect of the share if the person were present at the meeting at which the resolution is considered;

(ii) if, had the vote been cast in person at the meeting at which the resolution is considered:

(A) the vote would not be valid; or

(B) the Company would be obliged to disregard the vote; and

(iii) if the direct vote was cast otherwise than in accordance with any regulations, rules and procedures prescribed by the directors under **rule 8.5(a)**.

(c) Subject to any rules prescribed by the directors, if the Company receives a valid direct vote on a resolution in accordance with **rule 8.5(a)** and **8.5(b)** and, prior to, after or at the same time as receipt of the direct vote, the Company receives an instrument appointing a proxy, attorney or Representative to vote on behalf of the same member on that resolution, the Company may regard the direct vote as effective in respect of that resolution and disregard any vote cast by the proxy, attorney or Representative on the resolution at the meeting.

(d) A direct vote by a member is not revoked by the member attending the meeting unless the member instructs the Company (or at the Company's instruction, the share registry of the Company) prior to the meeting that the member wishes to vote in person on any or all of the resolutions to be put before the meeting, in which case the direct vote by the member is revoked.

8.6 Proxy vote to be identified

Before a vote is taken the chair must inform the members present whether any proxy votes have been received and, if so, how the proxy votes are to be cast.

8.7 Objection to right to vote

(a) A challenge or dispute in relation to a right to vote at a general meeting:

(i) may only be made at that general meeting; and

(ii) must be determined by the chair.

(b) A determination made by the chair in relation to a challenge or dispute in relation to a right to vote is binding on all members and is final.

8.8 Voting on resolution

(a) At any general meeting, a resolution put to a vote must be determined by a show of hands unless a poll is demanded in accordance with this Constitution.

(b) At any general meeting, unless voting is conducted by way of a poll, a declaration by the chair following a vote on a show of hands that a resolution has either been passed or lost is conclusive evidence of that fact without proof of the number or proportion of votes recorded for or against such resolution.

8.9 Chair may determine to take a poll

The chair of a general meeting may determine that a poll be taken on any resolution.

8.10 Right to demand poll

(a) A poll may be demanded on any resolution at a general meeting other than the election of a chair or the question of an adjournment.

(b) A demand for a poll may be made by:

(i) at least five members entitled to vote on the resolution; or

(ii) members with at least five percent of the votes that may be cast on the resolution on a poll.

8.11 Procedure for demanding poll

(a) A poll may be demanded:

(i) before a vote on a show of hands is taken;

(ii) before the result of a vote on a show of hands is declared; or

(iii) immediately after the result of a vote on a show of hands is declared.

(b) If a poll is demanded, it may be taken in the manner and at the time and place (or places) as the chair directs.

(c) The demand for a poll may be withdrawn with the chair’s consent.

(d) A demand for a poll does not prevent the general meeting continuing for the transaction of any business.

8.12 Minutes

(a) Within one month after each general meeting, the directors must record or cause to be recorded in the minute book of the Company:

(i) the proceedings and resolutions of each general meeting;

(ii) any declarations at each general meeting; and

(iii) any information in relation to proxy votes which is required by the Corporations Act.

(b) The minute books must be kept at the registered office.

(c) Members may inspect the minute books between the hours of 9:00 am and 5:00 pm on any Business Day. No amount may be charged for inspection.

9 Directors

9.1 Number of directors

(a) The Board may decide the number of directors (not counting alternate directors) but that number must be:

(i) at least three; and

(ii) not more than 12,

unless the Company in general meeting resolves otherwise if required under the Corporations Act. The directors must not determine a maximum which is less than the number of directors in office at the time the determination takes effect. At least two directors must reside ordinarily in Australia.

(b) The Directors and Secretary in office on the date this Constitution becomes effective, continue in office subject to this Constitution.

9.2 Appointment of directors

(a) Subject to this Constitution, the Company may by resolution at a general meeting appoint a natural person as a director.

(b) A director need not hold any Securities in the Company.

(c) Subject to this Constitution, the directors may by resolution appoint a natural person as a director either as an additional director or to fill a casual vacancy provided the total number of directors do not exceed the maximum number of directors permitted under this Constitution.

(d) An appointment of a person as a director is not effective unless a signed consent to the appointment is provided by that person to the Company. The appointment of a person as a director will take effect on the later of the date of appointment and the date on which the Company receives the signed consent.

9.3 Confirmation of appointment

(a) If a person is appointed as a director by the Board, the Company must confirm the appointment at the next annual general meeting. If the appointment is not confirmed, the person ceases to be a director at the conclusion of the annual general meeting.

9.4 Eligibility

(a) A person is eligible for election to the office of director at a general meeting only if one or more of the following apply:

(i) the person is in office as a director immediately before that meeting;

(ii) the person has been nominated by the Board for election at that meeting; or

(iii) the person who is suitably qualified and experienced has been nominated by members with at least five percent of the votes that may be cast at any general meeting; but

(b) in each case, no more than 90 Business Days before the meeting.

9.5 Removal of director

(a) The Company may remove a director by resolution at a general meeting.

(b) Subject to the Corporations Act, at least two months' notice must be given to the Company of the intention to move a resolution to remove a director at a general meeting.

(c) If notice of intention to move a resolution to remove a director at a general meeting is received by the Company, the director must be given a copy of the notice as soon as practicable.

(d) The director must be informed that the director may:

(i) submit a written statement to the Company for circulation to the members before the meeting at which the resolution is put to a vote; and

(ii) speak to the motion to remove the director at the general meeting at which the resolution is to be put to a vote.

9.6 Cessation of directorship

A person ceases to be a director and the office of director is vacated if the person:

(a) is removed from office as a director by a resolution of the Company at a general meeting or in accordance with the Corporations Act;

(b) resigns as a director in accordance with this Constitution;

(c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(d) becomes bankrupt or insolvent or makes any arrangement or composition with his or her creditors generally;

(e) is convicted on indictment of an offence and the directors do not within one month after that conviction, resolve to confirm the director's appointment or election (as the case may be) to the office of director;

(f) dies;

(g) is disqualified from acting as a director under the Corporations Act;

(h) is absent from Board meetings for a continuous period of six consecutive months without leave of absence from the directors and a majority of the other directors have not, within 10 Business Days of having been given a notice by the secretary giving details of the absence, resolved that a leave of absence be granted; or

(i) ceases to be employed and **rule 11.2(e)** applies.

9.7 Election and retirement of directors

(a) At each annual general meeting, one-third of the directors are subject to retirement by rotation (or, if the number of directors is not a multiple of three then the number nearest to but not exceeding one-third of the directors must retire from office as directors), provided that no director may retain office for more than three years or past the third annual general meeting following the director's appointment, whichever is the longer. An election of directors must take place each year.

(b) The directors to retire by rotation at each annual general meeting must include any director who wishes to retire and does not wish to be re-appointed as a director. Any further director required to retire must be the director who has been in office the longest as director.

(c) If there are two or more directors that have been in office for an equal amount of time, and an agreement cannot be reached between those directors on who will retire, the director or directors who will retire will be determined in any manner determined by the chair and if the chair is not able and/or willing to act, by the deputy chair (if any).

(d) A retiring director is eligible for re-appointment.

(e) The Company may by resolution at an annual general meeting fill an office vacated by a director under this **rule 9.7** by electing or re-electing an eligible person to that office.

(f) The retirement of a director from office and the re-election of a director or the election of any new director will not become effective until the end of the meeting at which the retirement and re-election or election occur.

(g) If a director required to retire under **rules 9.3(a)** or **9.7(a)** ceases for any reason to be a director between the date of the notice calling the relevant

meeting and the date of the meeting, no other director is required to retire at that meeting unless required to do so by the Corporations Act or the Listing Rules.

9.8 Resignation of directors

A director may resign from the office of director by giving notice of resignation to the Company at its registered office.

9.9 Remuneration of directors

(a) Subject to the requirements of the Corporations Act, the non-executive directors will be remunerated for their services as directors by an amount or value of remuneration each year (if any) as the compensation committee of the Company determines.

(b) The remuneration for non-executive directors must be a fixed amount or value and not a commission on or percentage of profits or operating revenue.

(c) The aggregate maximum amount of remuneration for non-executive directors must not be increased except with the prior approval of the Company in general meeting. Particulars of the amount of the proposed increase and the new maximum amount or value that may be paid to the non-executive directors as a whole must be detailed in the notice convening the meeting.

(d) The directors may:

(i) at any time after a director dies or ceases to hold office as a director for any other reason, pay or provide to the director or a legal personal representative, spouse, relative or dependent of the director, in addition to the remuneration of that director under this **rule 9.9**, a pension or benefit for past services rendered by that director; and

(ii) cause the Company to enter into a contract with the director or legal personal representative, spouse, relative or dependent of the director to give effect to such a payment or provide for such a benefit.

9.10 Reimbursement of expenses

Directors and alternates are entitled to be reimbursed by the Company for reasonable costs and expenses incurred or to be incurred in connection with attending to the Company's affairs, including attending and returning from general meetings of the Company or meetings of the directors or committees of the Board.

9.11 Extra services

If a director, with the approval or at the request of the directors, performs extra services or makes any special exertions for the benefit of the Company, the directors may cause that director to be paid out of the funds of the Company such special and additional remuneration as the directors decide is appropriate

having regard to the value to the Company of the extra services or special exertions. Any amount paid will not form part of the aggregate remuneration permitted under this Constitution.

9.12 Pensions and similar benefits

The Board may establish or support, or assist in the establishment or support, of funds and trusts to provide pension, retirement, superannuation or similar payments or benefits to or in respect of the directors or former directors and grant pensions or allowances to those persons or their dependents, either by periodic payment or a lump sum.

9.13 Director's interests

(a) Any director who has a material personal interest in a contract or proposed contract of the Company, holds any office or owns any property such that the director might have duties or interests which conflict with, or which may conflict, either directly or indirectly, with the director's duties or interests as a director, must give the directors notice of the interest at a meeting of directors.

(b) A notice of a material personal interest must set out:

(i) the nature and extent of the interest; and

(ii) the relation of the interest to the affairs of the Company.

(c) The notice must be provided to the directors at a Board meeting as soon as practicable.

(d) A director who has a material personal interest in a matter that is being considered at a Board meeting must not, except where permitted under the Corporations Act:

(i) vote on the matter at a meeting; or

(ii) be present while the matter is being considered at the meeting, and accordingly will not count for the purposes of determining whether there is a quorum.

(e) Subject to the Corporations Act, no director is disqualified from office due to the fact that such director holds any other office or association:

(i) with the Company;

(ii) with any of the Company's subsidiaries;

(iii) with any company in which the Company is or becomes a shareholder or otherwise interested; or

(iv) arising from contracting or arranging with the Company or any other company referred to in **rules 9.13(e)(ii)** or **9.13(e)(iii)**, either as vendor, purchaser or otherwise.

(f) A contract or arrangement entered into by or on behalf of the Company in which a director is in any way interested (including any contract referred to in **rule 9.13(e)**) is not invalid or voidable merely because the director holds office as a director or because of the fiduciary obligations arising from that office.

(g) A director who is interested in any arrangement involving the Company is not liable to account to the Company for any profit realised under the arrangement merely because the director holds office as a director or because of the fiduciary obligations arising from that office, provided that the director complies with the disclosure requirements applicable under **rules 9.13(a)** and **9.13(b)** and under the Corporations Act regarding that interest.

9.14 Powers and duties of directors

(a) Subject to this Constitution, the Corporations Act, the activities of the Company are to be managed by, or under the direction of, the directors.

(b) Subject to this Constitution, the Corporations Act, the directors may exercise all rights, powers or capacities of the Company that are not required to be exercised by the Company in a general meeting.

(c) Without limiting rule 9.14(b), the powers of the directors include the power to:

(i) borrow or otherwise raise money;

(ii) mortgage, charge (including in the form of a floating charge) any of the Company's assets (both present and future); and

(iii) issue debentures and other Securities.

(d) The Board may delegate any of its powers to:

(i) a director;

(ii) a committee of directors;

(iii) an employee of the Company; or

(iv) any other person.

9.15 Negotiable instruments

All negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed in such manner as the directors may determine.

9.16 Alternate directors

(a) A director may, with the approval of a majority of the other directors, appoint a person to be the director's alternate for such period and on such terms as the director decides.

(b) The Board may impose conditions on the appointment of an alternate director, including the terms on which the alternate is appointed.

(c) An alternate director may, but need not be, a member.

(d) A person may act as an alternate director for more than one director.

(e) An alternate is not an agent of the director appointing the alternate.

(f) The Company is not responsible for ensuring that the terms of appointment of an alternate are complied with and accordingly, is not liable if those terms are not complied with.

(g) An alternate is not entitled to receive any fee (or other remuneration) from the Company for services performed as an alternate but will be entitled to reimbursement for reasonable costs and expenses incurred in connection with attendance at meetings of the directors.

(h) If the notice appointing the alternate provides that the alternate is to receive notice of Board meetings, the Company must provide each alternate with notice. By notice to the Company, the director who appointed an alternate may at any time require that the notice of Board meetings cease to be given to the alternate.

(i) If an appointing director is not present at any meeting of the directors, that director's alternate director may exercise any powers that the appointing director may exercise.

(j) An alternate director is entitled, if the appointing director does not attend a meeting of the directors, to attend and vote in place of the appointing director.

(k) An alternate is entitled to a vote for each director that the alternate represents in addition to any vote the alternate may have as a director in the alternate's own right.

(l) A director who appointed an alternate may terminate or suspend the appointment of the alternate at any time by notice to the alternate, the directors and the Company.

(m) An alternate may terminate the alternate's appointment at any time by notice to the directors and the Company.

(n) A termination of appointment does not take effect until the Company has received notice of termination.

(o) An alternate ceases to be an alternate if the person who appointed that alternate ceases to be a director.

10 Board meetings

10.1 Convening meetings

(a) A director may at any time convene a Board meeting by notice to the other directors.

(b) The secretary must, if requested by a director, call a meeting of the directors.

10.2 Notice of meetings

(a) Not less than 48 hours' notice of each Board meeting must be given to the directors and each alternate entitled to receive notice (if any).

(b) Each notice must state:

(i) the date, time and place (or places) of the Board meeting;

(ii) the general nature of the business to be conducted at the Board meeting; and

(iii) any proposed resolutions.

10.3 Omission to give notice

No resolution passed at or proceedings of any Board meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

(a) that Board meeting;

(b) any change of place (or places) of that Board meeting;

(c) postponement of that Board meeting; or

(d) resumption of that adjourned Board meeting.

10.4 Use of technology

(a) A Board meeting may be convened or held using telephone or other electronic means.

(b) If a number of directors equal to the quorum is able to hear or to see and to hear each other director contemporaneously using telephone or electronic means, there is a meeting and a quorum is present. The rules relating to meetings of directors apply to each such meeting as determined by the chair of the meeting.

(c) A director participating at a meeting using technology consented to by all directors is treated as being present in person at the meeting.

(d) A meeting using technology consented to by all directors is to be taken to be held at the place determined by the chair of the meeting.

(e) A director may not leave a meeting using technology consented to by all directors unless the chair consents to that director leaving.

(f) A director is presumed conclusively to have been present and to have formed part of a quorum at all times during a meeting using technology consented to by all directors, unless the chair consents to that director leaving in which case that director will be treated as having been present until that director leaves.

10.5 Quorum at meetings

(a) No business may be transacted at a meeting of the directors unless a quorum is present at the time the meeting proceeds to business.

(b) A quorum at a Board meeting is at least two of the directors present in person. The quorum must be present at all times during the Board meeting.

(c) If there is a vacancy in the office of a director, the remaining directors may act, provided however if the number of directors is not sufficient to constitute a quorum, they may act only in an emergency or to increase the number of directors to a number sufficient to constitute a quorum or call a general meeting.

10.6 Chair of meetings

(a) The directors may elect one of their number as chair. The person that has been elected as chair may chair each subsequent Board meeting unless and until the directors determine otherwise.

(b) The directors may from time to time appoint a deputy chair who in the absence of the chair at a meeting of the directors may exercise all the power and authorities of the chair.

(c) The election of a chair or deputy chair by the directors must be made by majority vote.

(d) If the chair is not present within 30 minutes after the time appointed for a Board meeting or if the chair is unwilling or unable to act as chair for the whole or any part of that Board meeting, the deputy chair will act as chair of the meeting or, if the deputy chair is not present or is unwilling or unable to act, the directors present may elect a director present to chair that Board meeting.

10.7 Passing resolutions at meetings

(a) A resolution of the directors must be passed by a majority of the votes cast by the directors entitled to vote on the resolution (excluding any director who abstains from voting).

(b) Subject to this Constitution and the Corporations Act, each director present at a Board meeting in person or by alternate has one vote.

10.8 Casting vote

(a) Subject to **rule 10.8(b)**, if an equal number of votes is cast for and against a resolution, the chair has a casting vote in addition to any vote cast by the chair as a director.

(b) Where only 2 directors are present or entitled to vote at a meeting of directors and the votes are equal on a proposed resolution:

(i) the chair of the meeting does not have a second or casting vote; and

(ii) the proposed resolution is taken as lost.

10.9 Conduct of meetings

The chair of each Board meeting has charge of the conduct of that meeting, of the procedures to be adopted and the application of those procedures at that meeting.

10.10 Written resolutions

(a) The Board may pass a resolution without a Board meeting being held if:

(i) written notice of the resolution has been given to all directors; and

(ii) all directors entitled to vote on the resolution (excluding any director on an approved leave of absence, any director who disqualifies himself or herself from considering the resolution in question and any director who would be prohibited by the Corporations Act from voting on the resolution in question) assent to a document containing a statement that they are in favour of the resolution set out in the document.

(b) A director may consent to a written resolution by:

(i) signing the document containing the resolution (or a copy of that document); or

(ii) notifying a secretary or chair of the directors of the assent of the director by any technology including by fax or email.

(c) The resolution is passed when the last director has assented to the document.

(d) Separate copies of a document may be used for signing by the directors if the wording of the resolution is identical in each copy.

(e) Where a director signifies assent to a document under **rule 10.10(b)** other than by signing the document, the director must by way of confirmation sign the document before or at the next meeting of the Board attended by that director. The resolution the subject of a document is not invalid if a director does not comply with this requirement.

(f) For the purposes of **rule 10.10(a)**, the references to directors include any alternate director appointed by a director who is not available to assent to the document or is otherwise unable to assent to the document within a reasonable time, but do not include any other alternate directors.

10.11 Minutes of meetings

(a) Within one month after each Board meeting, the directors must record or cause to be recorded in the minute book:

(i) the proceedings and resolutions of each Board meeting; and

(ii) all resolutions passed without a Board meeting.

(b) The minute book must be kept at the registered office of the Company.

(c) The directors may inspect the minute book between the hours of 9:00 am and 5:00 pm on any Business Day. No amount may be charged for inspection.

10.12 Committee meetings

(a) The directors may delegate any powers to a committee of directors.

(b) A committee to which any powers have been delegated must exercise the powers delegated in accordance with any directions of the directors.

(c) The provisions of this Constitution applying to meetings and resolutions of directors apply, so far as they can and with any necessary changes, to meetings and resolutions of a committee of directors, except to the extent they are contrary to any direction given under **rule 10.12(b).**

11 Executive officers

11.1 Secretary

(a) The Company must have at least one secretary. The Board has the power to appoint a natural person to act as secretary on the terms and for such period as the directors may determine.

(b) Any secretary appointed may be removed at any time by the directors.

11.2 Provisions applicable to all executive officers

(a) A reference in this **rule 11.2** to an **executive officer** is a reference to an executive director or secretary appointed under this Constitution.

(b) Subject to any contract with the Company, the appointment of an executive officer may be for the period, at the remuneration and on the conditions the directors decide.

(c) The remuneration payable by the Company to an executive officer must not include a commission on, or percentage of, operating revenue.

(d) The directors may:

(i) delegate to or give an executive officer any powers, discretions and duties they decide;

(ii) withdraw, suspend or vary any of the powers, discretions and duties given to an executive officer; and

(iii) authorise the executive officer to delegate any of the powers, discretions and duties given to the executive officer.

(e) Unless the directors decide differently, the office of a director who is employed by the Company or by a subsidiary of the Company automatically becomes vacant if the director ceases to be so employed.

(f) An act done by a person acting as an executive officer is not invalidated by:

(i) a defect in the person’s appointment as an executive officer;

(ii) the person being disqualified to be an executive officer; or

(iii) the person having vacated office, if the person did not know that circumstance when the act was done.

12 Execution of documents

Without limiting the ways in which the Company can execute documents under the Corporations Act and subject to this Constitution, the Company may execute a document if the document is signed by:

(a) 2 directors; or

(b) a director and a secretary; or

(c) any other person or persons authorised by the directors for that purpose.

13 Inspection and access to records

(a) A person who is not a director does not have the right to inspect any of the board papers, books, records or documents of the Company, except as provided by law, or this Constitution, or as authorised by the directors, or by resolution of the members.

(b) The Company may enter into contracts with its directors or former directors agreeing to provide continuing access for a specified period after the director ceases to be a director to Board papers, books, records and documents of the Company which relate to the period during which the director or former director was a director on such terms and conditions as the directors think fit and which are not inconsistent with this **rule 13**.

(c) The Company may procure that its subsidiaries provide similar access to board papers, books, records or documents as that set out in **rules 13(a)** and **13(b)**.

(d) This **rule 13** does not limit any other rights of the directors or former directors.

14 Distributions

14.1 Dividends

(a) Subject to the Corporations Act and this Constitution, the directors may determine or declare that a dividend (whether interim, final or otherwise) is payable and fix:

(i) the amount of the dividend;

(ii) the time for payment; and

(iii) the method of payment.

(b) The Board may rescind a determination to pay a dividend at any time before the dividend is declared, if the directors determine that the Company's financial position no longer justifies payment of the dividend.

(c) The Board may pay any dividend required to be paid under the terms of issue of any Security.

(d) Payment of a dividend does not require confirmation at a general meeting.

(e) The Board may deduct from any dividend payable to any member any amount presently due but unpaid by that member to the Company.

(f) The Board will determine the method of payment of a dividend which may include the payment of cash, the issue of Securities or securities of any body corporate, the grant of options or the distribution of assets.

(g) Interest is not payable on a dividend.

(h) To the extent permitted by law, the directors may resolve to pay a dividend out of any available account, including the capital of the Company.

14.2 Unpaid calls and other amounts

(a) Subject to this Constitution and the terms on which Securities (or class of Securities) are issued, the directors may retain the dividends payable on shares in respect of which there are any unpaid calls.

(b) Subject to **rule 14.2(a)**, the directors may retain from any dividend payable to a member any amount presently payable by the member to the Company and apply the amount retained to the amount owing.

14.3 Manner and method of payment

(a) The directors may decide the method of payment of any dividend or other amount in respect of a Security. Without limiting any other method of payment which the Company may adopt, a dividend may be paid:

(i) by cheque sent by post or by courier to the addresses of each member or to an address directed by that member or joint holder, as the case may be;

(ii) by electronic funds transfer to an account (of a type approved by the directors) nominated by and in the name of each member, and in the case of any joint holder of any share, to the account (of a type approved by the directors) nominated by and in the name of the joint holder whose name appears first in the Register; or

(iii) in any other manner determined by the directors.

(b) A cheque sent under **rule 14.3(a)(i)**:

(i) may be made payable to bearer or to the order of the member to whom it is sent or any other person the member directs; and

(ii) is sent at the member's risk.

(c) If:

(i) a member does not have a registered address or the Company believes that a member is not known at the member's registered address; or

(ii) the directors determine that dividends will be paid in cash by electronic funds transfer in accordance with **rule 14.3(a)(ii)** and:

(A) no account (of a type approved by the directors) is nominated by a member; or

(B) the electronic funds transfer into a nominated account is rejected or refunded,

the Company may credit the amount payable to an account of the Company (**Company Account**) to be held until the member claims the amount payable or nominates a valid account into which payment may be made.

(d) The Company does not hold any money in the Company Account as a trustee and no interest will be paid to the member on monies held in the Company Account unless the directors determine otherwise.

(e) An amount credited to the Company Account is treated as paid to the member at the time it is credited to the Company Account.

(f) To the extent permitted by law, if:

(i) a cheque for an amount payable under **rule 14.3(a)(i)** is not presented for payment; or

(ii) an amount is held in the Company Account,

for more than 11 calendar months, the directors may reinvest the amount, after deducting reasonable expenses, into shares in the Company on behalf of, and in the name of, the member concerned. The shares may be acquired on market or by way of new issue at a price the directors accept to be the market price at the time.

(g) If the Board exercises its power to reinvest under **rule 14.3(f)** and there are residual amounts remaining, the residual amounts may be retained in the Company Account or donated to a charity on behalf of the member, as the directors decide.

(h) The Company's liability to pay the relevant dividend amount in respect of a member to which this **rule 14.3** applies, is discharged when shares are issued or transferred to that member in accordance with **rule 14.3(f)**.

(i) The Board may do anything necessary or desirable (including executing any document) on behalf of the member to effect the reinvestment under **rule 14.3(f)** or donation under **rule 14.3(g)**.

(j) The Board may determine other rules to regulate the operation of this **rule 14.3** and may delegate their power under this rule to any person.

14.4 Transfer of assets

(a) The Board may direct payment of a dividend wholly or partly by the distribution of specific assets (including Securities or securities of any body corporate) to some or all of the members. The Board may determine in respect of the payment of any dividend to allow members to elect to receive the amount of the dividend to which that member is entitled in Securities instead of in cash.

(b) To give effect to any direction, the directors may do all things that it considers appropriate including:

(i) fixing the value for distribution of any specific asset or any part of any such asset; or

(ii) making a cash payment to any member to adjust the value of distributions made to members.

14.5 Record Date

(a) Subject to the Listing Rules, the directors will determine the date (**Record Date**) which will be the date on which persons who are members at midnight at the end of that date will be entitled to receive the dividend.

(b) A transfer of any Security that has not been registered or left with the Company for registration on or before midnight on the Record Date is not effective (as against the Company) to pass any right or entitlement in respect of a dividend payable to holders of Securities as at the Record Date.

14.6 Entitlement to dividends

Subject to the terms on which shares (or any class of shares) are issued, all dividends will be payable equally on all shares, save and except that a partly paid share confers an entitlement on the holder only to that proportion of the dividend that the amount actually paid (not credited as paid) on that share bears to the total amounts paid and payable on the shares.

14.7 Unclaimed dividends

Subject to the Corporations Act and any other applicable law, the directors may apply the amount of unclaimed dividends in investments for the benefit of the Company.

14.8 Capitalisation of profits

(a) Subject to the Corporations Act, this Constitution and the terms of issue of Securities (or class of Securities), the directors may capitalise any amount:

(i) forming part of the undivided profits of the Company;

(ii) representing profits arising from an ascertained accretion to capital or a revaluation of the assets of the Company;

(iii) arising from the realisation of any assets of the Company; or

(iv) otherwise available for distribution as a dividend.

(b) The directors may resolve that all or any part of any capitalised amount is to be applied in:

(i) paying up any amount unpaid on any Security;

(ii) paying up in full unissued Securities to be issued to members as fully paid; or

(iii) partly paying up any amount unpaid on any Security and paying up in full unissued Securities to be issued as fully paid.

(c) Each member is entitled to benefit from any such capitalisation on the same basis that that member is entitled to dividends.

14.9 Additional powers

(a) To give effect to any resolution to reduce the capital of the Company, to satisfy any dividend under **rule 14.1(f)** or to capitalise any amount under **rule 14.8**, the directors may do all things that it considers appropriate including:

(i) disregarding any fractional entitlement to any Security;

(ii) making a cash payment in respect of any fractional entitlement;

(iii) fixing the value for distribution of any specific asset or any part of any such asset;

(iv) making a cash payment to any member to adjust the value of distributions made to members; or

(v) authorising any person, on behalf of members entitled to receive any specific assets, cash, shares or other Securities (as a result of the distribution or capitalisation) to enter into an agreement with the Company or any other person which provides, as appropriate, for the distribution or issue to those members of shares or other Securities credited as fully paid up or for payment by the Company on their behalf of the amounts (or any part thereof) remaining unpaid on their existing Securities, by applying their respective proportions of the amount resolved to be distributed or capitalised, which agreement will be binding on all members affected.

(b) Any agreement made under an authority referred to in **rule 14.9(a)(v)** is effective and binds all members concerned.

(c) If a distribution, transfer or issue of specific asset, Securities or securities of any body corporate to a particular member or members is in the directors' discretion considered impracticable or contrary to any law of Australia or anywhere else in the world or would give rise to parcels of securities which do not constitute a marketable parcel, the directors may make a cash payment to those members or allocate the assets or securities to a trustee to be sold on behalf of, and for the benefit of, those members, instead of making the distribution, transfer or issue to those members.

(d) If the Company distributes to members (either generally or to specific members) Securities or securities in another body corporate or trust (whether as a dividend or otherwise and whether or not for value), each of those members appoints the Company as his or her agent to do anything needed to give effect to that distribution, including:

(i) agreeing to the member becoming a member of that body corporate;

(ii) agreeing to the member being bound by the constitution of that body corporate; and

(iii) executing any transfer of shares or securities, or other document required to give effect to the distribution of shares or other securities to that member.

14.10 Reserves

(a) Subject to this Constitution, the directors may set aside out of the profits of the Company, any provision or reserve as it determines.

(b) The Board may appropriate to the Company's profits any amount previously set aside as a provision or reserve.

(c) Any amount set aside as a provision or reserve does not have to be kept separate from any other asset of the Company and such amount may be used in the Company's business or as the directors determine.

(d) The Board may carry forward any part of the profits they consider should not be distributed as dividends or capitalised and need not transfer those profits to a reserve of provision.

14.11 Dividend reinvestment plan

The directors may:

(a) establish a dividend reinvestment plan on terms they decide, under which:

(i) the whole or any part of any dividend or interest due to members or holders of any convertible Securities of the Company who participate in the plan on their shares or any class of shares or any convertible Securities; or

(ii) any other amount payable to members,

may be applied in subscribing for or purchasing securities of the Company; and

(b) amend, suspend, recommence or terminate a dividend reinvestment plan.

15 Notices

15.1 General

In this **rule 15**, a reference to a **document** includes a notice and a notification by electronic means.

15.2 Notices to holders of Securities

(a) In addition to any other way allowed by the Corporations Act, a document may be given by the Company to a holder of a Security by being:

(i) personally delivered;

(ii) left at the holder's current address as recorded in the Register or an alternate address nominated by that holder;

(iii) sent to the holder's address as recorded in the Register by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid air mail; or

(iv) sent by fax, email or other electronic means (including by providing a Uniform Resource Locator link in any document or attachment) to the holder's current fax number or electronic address nominated by that holder.

(b) Documents for overseas Security holders must be forwarded by air mail, fax, email or in another way that ensures it will be received quickly.

(c) A document may be given by the Company to the joint holders of a Security by giving it to the joint holder first named in the Register in respect of the Security.

(d) A person who by operation of law, transfer or other means whatsoever becomes entitled to a Security is absolutely bound by every document given in accordance with this **rule 15** to the person whom that person derives title prior to registration of that person's title in the Register.

(e) Where a holder of a Security does not have a registered address or where the Company believes that holder is not known at the holder's registered address, all notices are taken to be:

(i) given to the member if the notice is exhibited in the Company's registered office for a period of 48 hours; and

(ii) served at the commencement of that period.

15.3 Notices to directors

A document may be given by the Company to a director or alternate director by being:

(a) personally delivered to him or her;

(b) left at, or sent by pre-paid ordinary mail to, his or her usual residential or business address, or any other address he or she has supplied to the Company for giving notices; or

(c) sent by fax, email or other electronic means to the fax number or electronic address he or she has supplied to the Company for giving notices.

15.4 Notices by directors to the Company

A document may be given by a director or alternate director to the Company by being:

(a) delivered to the Company's registered office;

(b) sent by pre-paid ordinary mail to the Company's registered office; or

(c) sent by fax, email or other electronic means to the principal fax number or electronic address at the Company's registered office.

15.5 Notices by post

(a) Where a document is sent by post (including air mail), service of the notice is deemed to have occurred by properly addressing, prepaying and posting the document and it is deemed to have been received on the day after the date of its posting.

(b) A certificate in writing signed by any manager, secretary or other officer of the Company that the envelope containing the document was so addressed, prepaid and posted is conclusive evidence of that fact.

15.6 Notices by fax, email or other electronic means

(a) A document is given:

(i) if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee; and

(ii) if sent by email, when the information system from which the email was sent produces a confirmation of delivery report which indicates that the email has entered the information system of the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the information system of the recipient.

(b) A certificate in writing signed by any manager, secretary or other officer of the Company that the document was sent by fax, email or other electronic means on a particular date is conclusive evidence of that fact.

15.7 After hours service

If a document is given:

(a) after 5:00 pm in the place of receipt; or

(b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9:00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

15.8 Electronic signatures

A signature to any notice given by the Company under this **rule 15** may be printed or affixed by some mechanical or other means.

16 Indemnity and insurance

16.1 Indemnity

(a) To the extent permitted by and subject to the Corporations Act and any other applicable law, the Company must indemnify each officer, director and secretary of the Company or subsidiary of the Company in respect of any liability, loss, damage, cost or expense incurred or suffered or to be incurred or suffered by the officer, director or secretary in or arising out of the conduct of any activity of the Company or relevant subsidiary of the Company or the proper performance of any duty of that officer, director or secretary.

(b) The indemnity in **rule 16.1(a)**:

(i) is enforceable without the officer, director, or secretary first having to make a payment or incur an expense;

(ii) is enforceable by the officer, director or secretary notwithstanding that the officer, director or secretary has ceased to be an officer, director or secretary of the Company or relevant subsidiary of the Company; and

(iii) applies to any liability, loss, damage, cost or expense incurred or suffered or to be incurred or suffered by the officer, director, or secretary whether incurred before or after the date of this Constitution.

16.2 Documenting indemnity

The Company may enter into an agreement containing an indemnity in favour of any officer, director or secretary on such terms as the directors determine.

16.3 Insurance

(a) To the extent permitted by and subject to the Corporations Act, the Company may pay any premium in respect of a contract of insurance between an insurer and an officer, a director or secretary of the Company or subsidiary of the Company or any person who has been an officer, a director or secretary of the Company or subsidiary of the Company in respect of liability suffered or incurred in or arising out of the conduct of any activity of the Company or relevant subsidiary of the Company and the proper performance by the officer, director or secretary of any duty.

(b) If the directors determine, the Company may execute a document containing rules under which the Company agrees to pay any premium in relation to such a contract of insurance.

17 Winding up

17.1 Distribution of surplus on winding up

(a) Subject to this Constitution and the terms on which Securities (or any class of Securities) are issued, if the Company is wound up, any property that remains after satisfaction of:

(i) all debts and liabilities of the Company; and

(ii) the payment of the costs, charges and expenses of winding up,

must be distributed among the members in accordance with their respective rights.

(b) Any amount that would otherwise be distributable to the holder of a partly paid Security under **rule 17.1(a)** must be reduced by the amount unpaid on that Security as at the date of distribution. Where the effect of such reduction is to reduce the distribution to a negative amount, the holder must contribute that amount to the Company.

17.2 Dividing property

(a) If the Company is wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of a special resolution:

(i) divide amongst the members the whole or any part of the Company's property; and

(ii) decide how the division is to be carried out as between the members or classes of members.

(b) Any division of property under this **rule 17.2** need not accord with the legal rights of members and where it does not do so, a member may dissent and exercise the same rights as if the special resolution sanctioning the division was a special resolution passed under section 507 of the Corporations Act.

(c) A member will not be compelled to accept any shares or other Securities upon a division of property under this **rule 17.2** if there is any liability owing in respect of such share or other Security.

18 General

18.1 Currency

An amount payable to the holder of a share, whether by way of or on account of dividend, return of capital, participation in the property of the Company on a winding up or otherwise, may be paid, with the agreement of the holder or pursuant to the terms of issue of the share, in the currency of a country other than Australia and the directors may fix a date up to 30 days before the payment date as the date on which any applicable exchange rate will be determined for that purpose.

18.2 Submission to jurisdiction

Each member submits to the non-exclusive jurisdiction of the Supreme Court of the State or Territory in which the Company is taken to be registered for the purposes of the Corporations Act, the Federal Court of Australia and the courts which may hear appeals from those courts.

18.3 Prohibition and enforceability

(a) Any provision of, or the application of any provision of, this Constitution which is prohibited in any place is, in that place, ineffective only to the extent of that prohibition.

(b) Any provision of, or the application of any provision of, this Constitution which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that provision in any other place or of the remaining provisions in that or any other place.

Schedule

Terms of preference shares

1 In this schedule, **Preference Share** means a share issued under **rule 2.3(a)(ii)**.

2 Each Preference Share confers on the holder the right to:

(a) convert the Preference Share into an ordinary share if and on the basis the directors resolve at the time of issue;

(b) receive a dividend, in priority to any payment of dividend on ordinary shares and any other class of shares as the directors resolve at the time of issue, at the rate or of the amount (which may be fixed or variable) and on the basis (including whether cumulative or not) the directors resolve at the time of issue;

(c) in addition to the preferential dividend, participate with the ordinary shares in dividends determined by the directors if and on the basis the directors resolve at the time of issue;

(d) in a winding up or on a reduction of capital, and on redemption in the case of a redeemable Preference Share, payment in priority to ordinary shares and any other class of shares as the directors resolve at the time of issue of:

(i) the amount of any dividends due but unpaid on the Preference Share at the date of winding up or reduction of capital or, in the case of a redeemable Preference Share, the date of redemption; and

(ii) any additional amount (which may include the amount paid or agreed to be considered as paid on the Preference Share) that the directors resolve at the time of issue;

(e) a bonus issue or capitalisation of profits in favour of holders of Preference Shares only, if and to the extent the directors resolve at the time of issue of the Preference Share;

(f) in addition to the rights pursuant to **paragraphs 2(a)** to **2(e)** of this schedule, participate with the ordinary shares in profits and assets of the Company, including on a winding up, only if and to the extent that the directors resolve at the time of issue;

(g) receive notices, reports and accounts and to attend and be heard at all meetings of members on the same basis as the holders of ordinary shares; and

(h) vote at meetings of members only in the following circumstances:

(i) on any matter considered at a meeting if, at the date of the meeting, the dividend (or part of a dividend) on the Preference Shares is due and payable but has not been paid;

(ii) on a proposal to reduce the share capital of the Company (other than in connection with a redemption or buy-back of Preference Shares in accordance with the terms of their issue);

(iii) on a resolution to approve the terms of a buy-back agreement (other than in connection with a redemption or buy-back of Preference Shares in accordance with the terms of their issue);

(iv) on a proposal that affects rights attached to the Preference Shares;

(v) on a proposal to wind up the Company;

(vi) on a proposal for the disposal of the whole of the property, business and undertaking of the Company;

(vii) on any matter considered at a meeting held during the winding up of the Company; and

(viii) in any other circumstances that the directors resolve at the time of issue,

and is, on a poll on those matters, entitled to the number of votes specified in, or determined in accordance with, the terms of issue for the Preference Share.

3 In the case of a redeemable Preference Share, the Company must if required by the terms of issue for that share, at the time and place for redemption specified in, or determined in accordance with, those terms of issue, redeem that share and, subject to the giving or receiving of a valid redemption notice or other document (if any) required by those terms of issue, pay to or at the direction of the registered holder the amount payable on redemption of that share.

Exhibit 4.1

WARRANT ASSIGNMENT AND ASSUMPTION AGREEMENT

TRITIUM DCFC LIMITED,

DECARBONIZATION PLUS ACQUISITION CORPORATION II,

CONTINENTAL STOCK TRANSFER & TRUST COMPANY,

COMPUTERSHARE INC.

and

COMPUTERSHARE TRUST COMPANY, N.A.

Dated January 13, 2022

This Assignment and Assumption Agreement (the "***Agreement***") is entered into as of January 13, 2022 (the "***Effective Date***"), by and among Decarbonization Plus Acquisition Corporation II, a Delaware corporation ("***DCRN***"), Tritium DCFC Limited, an Australian public company limited by shares ("***DCFC***"), Continental Stock Transfer & Trust Company, a New York corporation ("***Continental***") and Computershare Inc., a Delaware corporation, and its affiliate, Computershare Trust Company, N.A., a federally chartered trust company (collectively, "***Computershare***").

WHEREAS, DCRN and Continental have previously entered into a warrant agreement, dated as of February 3, 2021 (attached hereto as Annex I, the "***Warrant Agreement***"; capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Business Combination Agreement (as defined below)) governing the terms of DCRN's outstanding warrants to purchase shares of DCRN's Class A Common Stock;

WHEREAS, pursuant to the Business Combination Agreement, dated as of May 25, 2021, as amended (as may be amended from time to time, the "***Business Combination Agreement***"), by and among DCRN, DCFC, Hulk Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of DCFC, and Tritium Holdings Pty Ltd, an Australian proprietary company limited by shares, the parties intend to consummate a business combination on or about the date hereof (the "***Business Combination***");

WHEREAS, in connection with the Business Combination and pursuant to the Business Combination Agreement, each warrant to purchase shares of DCRN's Class A Common Stock, including (a) 13,416,667 warrants sold to the public in DCRN's initial public offering (the "***DCRN IPO***" and such warrants, the "***DCRN Public Warrants***"), (b) 7,366,667 warrants issued to Decarbonization Plus Acquisition Sponsor II, LLC, a Delaware limited liability company ("***DCRN Sponsor***") and certain of DCRN's independent directors in connection with the DCRN IPO (the "***DCRN Private Placement Warrants***" and together with the DCRN Public Warrants, the "***DCRN Warrants***") and (c) 1,000,000 DCRN Private Placement Warrants issued to DCRN Sponsor pursuant to a working capital loan made by DCRN Sponsor to DCRN, will convert into warrants to purchase an equal number of ordinary shares in the capital of DCFC ("***DCFC Ordinary Shares***") (as converted, such DCRN Public Warrants being referred to as "***Public Warrants***," such DCRN Private Placement Warrants being referred to as "***Private Placement Warrants***" and such DCRN Warrants being referred to as "***Warrants***") and be governed by the Amended and Restated Warrant Agreement to be entered into on or about the date here by DCFC and Computershare (the "***Amended and Restated Warrant Agreement***");

WHEREAS, in connection with the foregoing, DCRN, DCFC, Continental and Computershare wish that (i) DCFC shall assume by way of assignment and assumption all of the liabilities, duties and obligations of DCRN under and in respect of the Warrant Agreement, (ii) Computershare shall be appointed as successor warrant agent under the Warrant Agreement and (iii) DCRN and the Continental shall be released from all liabilities, duties and obligations under and in respect of the Warrant Agreement; and

WHEREAS, Continental consents to the assignment and assumption of the Warrant Agreement from DCRN to DCFC and wishes to release DCRN from its liabilities, duties and obligations under and in respect of the Warrant Agreement and DCRN consents to the assignment and assumption of the Warrant Agreement from Continental to Computershare and wishes to release Continental from its liabilities, duties and obligations under and in respect of the Warrant Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment and Assumption. In accordance with Section 8.2 and Section 9.1 of the Warrant Agreement:

   (a) DCFC shall be substituted for DCRN in the Warrant Agreement and shall become obligated to perform all of the liabilities, duties and obligations of DCRN under and in respect of the Warrant Agreement. DCFC undertakes full performance of the Warrant Agreement in the place of DCRN and hereby agrees to faithfully and fully perform the Warrant Agreement as if DCFC had been the original party thereto.

   (b) Computershare shall be substituted for Continental in the Warrant Agreement and shall be vested with the same powers, rights, liabilities, duties, obligations and responsibilities as if it had been originally named as warrant agent under the Warrant Agreement; provided that, in no event shall Computershare be liable for the actions or omissions of Continental under the Warrant Agreement prior to this assignment and assumption. Computershare undertakes full performance of the Warrant Agreement in the place of Continental.

   (c) Continental and DCRN shall be irrevocably and unconditionally released from their liabilities, duties and obligations under and in respect of the Warrant Agreement, and their respective rights against each other under and in respect of the Warrant Agreement shall be cancelled.

   (d) DCFC shall owe to Computershare all the rights that were, immediately prior to the assignment and assumption, owed to Continental under and in respect of the Warrant Agreement.

   (e) Computershare shall perform and discharge all liabilities, duties and obligations under and in respect of the Warrant Agreement and be bound by its terms in every way as if DCFC had been the original party thereto in place of DCRN.

   (f) DCFC shall perform and discharge all liabilities, duties and obligations under and in respect of the Warrant Agreement and be bound by its terms in every way as if Computershare had been the original party thereto in place of Continental.

2. Amendment and Restatement of Warrant Agreement. At the closing of the Business Combination, pursuant to Section 9.8 of the Warrant Agreement, DCFC and Computershare shall enter into the Amended and Restated Warrant Agreement to reflect that, effective upon consummation of the Business Combination, each Public Warrant and Private Placement Warrant will entitle the holder to purchase DCFC Ordinary Shares in accordance with the terms and subject to the conditions set forth in the Amended and Restated Warrant Agreement.

3. Release of DCRN and Continental from Liabilities. In consideration of this assignment and assumption, DCRN and Continental shall be released and discharged of all liabilities, duties and obligations to perform under the Warrant Agreement as of the date hereof, and shall be fully relieved of all liability to DCFC or Computershare arising out of the Warrant Agreement.

4. Effectiveness. This Agreement shall be effective as of the Effective Date.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, as such laws are applied to contracts entered into and performed in such State without resort to that State's conflict-of-laws rules.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by email or exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party.

7. Successors and Assigns. All the covenants and provisions of this Agreement shall bind and inure to the benefit of each party's respective successors and assigns.

[*Signature Page Follows*]

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

TRITIUM DCFC LIMITED

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

DECARBONIZATION PLUS ACQUISITION CORPORATION II

By: /s/ Peter Haskopoulos
Name: Peter Haskopoulos
Title: Chief Financial Officer, Chief Accounting Officer and Secretary

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/ Stacy Aqui
Name: Stacy Aqui
Title: Vice President

COMPUTERSHARE INC.
COMPUTERSHARE TRUST COMPANY, N.A.

By: /s/ Collin Ekeogu
Name: Collin Ekeogu
Title: Manager, Corporate Actions

Exhibit 4.2

AMENDED AND RESTATED WARRANT AGREEMENT

between

TRITIUM DCFC LIMITED,

COMPUTERSHARE INC.,

and

COMPUTERSHARE TRUST COMPANY, N.A.

THIS AMENDED AND RESTATED WARRANT AGREEMENT (this "***Agreement***"), dated as of January 13, 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***").

WHEREAS, in connection with the initial public offering ("***DCRN IPO***") of units and simultaneous private placement of warrants of Decarbonization Plus Acquisition Corporation II, a Delaware corporation ("***DCRN***"), DCRN engaged the Continental Stock Transfer & Trust Company, a New York corporation ("***Continental***") to act on behalf of DCRN in connection with the issuance, registration, transfer, exchange, redemption and exercise of DCRN's warrants on the terms and conditions set forth in the Warrant Agreement, dated as of February 3, 2021, between DCRN and Continental (the "***Prior Agreement***");

WHEREAS, pursuant to the Business Combination Agreement, dated as of May 25, 2021, as amended (as may be further amended from time to time, the "***Business Combination Agreement***"), by and among DCRN, DCFC, Hulk Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of DCFC, and Tritium Holdings Pty Ltd, an Australian proprietary company limited by shares, the parties consummated a business combination on or about the date hereof (the "***Business Combination***");

WHEREAS, in connection with the Business Combination and pursuant to the Business Combination Agreement, (i) each warrant to purchase shares of DCRN's Class A Common Stock, including (a) 13,416,667 warrants sold to the public in the DCRN IPO ("***DCRN Public Warrants***"), (b) 7,366,667 warrants issued to Decarbonization Plus Acquisition Sponsor II, LLC, a Delaware limited liability company ("***DCRN Sponsor***"), and certain of DCRN's independent directors (each individually a "***Purchaser***" and, collectively, the "***Purchasers***") in connection with the DCRN IPO (collectively, the "***DCRN Private Placement Warrants***" and together with the DCRN Public Warrants, the "***DCRN Warrants***") and (c) 1,000,000 DCRN Private Placement Warrants issued to DCRN Sponsor pursuant to a working capital loan made by DCRN Sponsor to DCRN converted into warrants to purchase an equal number of ordinary shares in the capital of DCFC ("***DCFC Ordinary Shares***") (as converted, such DCRN Public Warrants being referred to as "***Public Warrants***," such DCRN Private Placement Warrants being referred to as "***Private Placement Warrants***" and such DCRN Warrants being referred to as "***Warrants***");

WHEREAS, DCFC, DCRN, Continental, Computershare and the Warrant Agent entered into that certain Assignment and Assumption Agreement (the "***Assignment and Assumption Agreement***"), dated on or about the date hereof, pursuant to which, in accordance with Section 8.2 and Section 9.1 of the Prior Agreement, (i) DCFC was substituted for DCRN in the Prior Agreement and became obligated to perform all of the duties of DCRN under the Prior Agreement and (ii) the Warrant Agent was substituted for Continental in the Prior Agreement and became obligated to perform all of the duties of Continental under the Prior Agreement;

WHEREAS, for the purpose of curing any ambiguity as to whether the Prior Agreement applies to the Warrants following the Closing, DCFC and the Warrant Agent agree that the Prior Agreement is hereby amended and restated in its entirety in accordance with the terms hereof pursuant to Section 9.8 of the Prior Agreement, and, with effect from and following the Closing, this Agreement shall apply, and the terms of the Prior Agreement shall cease to apply, to the Warrants; 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 thereof in such denominations and otherwise in accordance with instructions delivered to the Warrant Agent by the Company. Ownership of beneficial interests in the Public Warrants shall be shown on, and the transfer of such ownership shall be effected through, records maintained by institutions that have accounts with The Depository Trust Company ("***DTC***") (such institution, with respect to a Warrant in its account, a "***Participant***").

If DTC ceases on or after the date hereof to make its book-entry settlement system available for the Public Warrants, the Company may instruct the Warrant Agent regarding making other arrangements for book-entry settlement. In the event that the Public Warrants are not eligible for, or it is no longer necessary to have the Public Warrants available in, book-entry form, the Warrant Agent shall provide written instructions to DTC to deliver to the Warrant Agent for cancellation each book-entry Public Warrant, and the Company shall instruct the Warrant Agent to deliver to DTC definitive certificates in physical form evidencing such Warrants ("***Definitive Warrant Certificates***") which shall be in the form annexed hereto as Exhibit A.

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 [Reserved.]

2.5 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 down to the nearest whole number the number of Warrants to be issued to such holder.

2.6 Private Placement Warrants. The Private Placement Warrants shall be identical to the Public Warrants, except that so long as they are held by the Purchasers or any of their Permitted Transferees (as defined below), the Private Placement Warrants: (i) may be exercised for cash or on a cashless basis, pursuant to subsection 3.3.1(c) hereof; (ii) may not be transferred, assigned or sold until thirty (30) days after the date hereof; and (iii) shall not be redeemable by the Company; provided, however, that in the case of (ii), the Private Placement Warrants and any DCFC Ordinary Shares held by a Purchaser or a Permitted Transferee and issued upon exercise of the Private Placement Warrants may be transferred by the holders thereof:

(a) to the Company's officers or directors, any affiliates or family members of any of the Company's officers or directors, any member(s) of the DCRN Sponsor or any affiliates of the DCRN Sponsor;

(b) in the case of an individual, by gift to a member of the individual's immediate family, to a trust, the beneficiary of which is a member of the individual's immediate family, or an affiliate of such person, or to a charitable organization;

(c) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual;

(d) in the case of an individual, pursuant to a qualified domestic relations order;

(e) by virtue of the laws of the state of Delaware or the DCRN Sponsor's limited liability company agreement upon dissolution of the DCRN Sponsor;

(f) in the event of the Company's completion of a liquidation, merger, capital stock exchange, reorganization or other similar transaction which results in all of the Company's stockholders having the right to exchange their DCFC Ordinary Shares for cash, securities or other property;

provided, however, that, in the case of clauses (a) through (e), these transferees (the "***Permitted Transferees***") must enter into a written agreement with the Company agreeing to be bound by the transfer restrictions in this Agreement.

3. Terms and Exercise of Warrants.

3.1 Warrant Price. Each Warrant shall, when countersigned by the Warrant Agent, entitle the Registered Holder thereof, subject to the provisions of such Warrant and of this Agreement, to purchase from the Company the number of DCFC Ordinary Shares stated therein, at the price of $11.50 per share, subject to the adjustments provided in Section 4 hereof and in the penultimate sentence of this Section 3.1. The term "Warrant Price" as used in this Agreement shall mean the price per share at which DCFC Ordinary Shares may be purchased at the time a Warrant is exercised. The Company in its sole discretion may lower the Warrant Price at any time prior to the Expiration Date (as defined below) for a period of not less than twenty (20) Business Days (as defined below), provided, that the Company shall provide at least twenty (20) days prior written notice of such reduction to the Warrant Agent and Registered Holders of the Warrants and, provided further that any such reduction shall be identical among all of the Warrants. For the purposes of this Agreement, a "***Business Day***" shall mean a day, other than a Saturday, Sunday or federal holiday, on which banks in New York City are generally open for normal business.

3.2 Duration of Warrants. A Warrant may be exercised only during the period (the "***Exercise Period***") (A) commencing on February 12, 2022 and (B) terminating at 5:00 p.m., New York City time on the earlier to occur of: (x) the date that is five (5) years after the date hereof, and (y) other than with respect to the Private Placement Warrants then held by the Purchasers or their Permitted Transferees (an "***Inapplicable Redemption***"), the

Redemption Date (as defined below) as provided in Section 6.3 hereof, or (z) the Alternative Redemption Date (as defined below) as provided in Section 6.2 hereof (the "***Expiration Date***"); provided, however, that the exercise of any Warrant shall be subject to the satisfaction of any applicable conditions, as set forth in subsection 3.3.2 below with respect to an effective registration statement. Except with respect to the right to receive the Redemption Price (as defined below) (other than with respect to an Inapplicable Redemption) in the event of a redemption (as set forth in Section 6 hereof), each Warrant (other than a Private Placement Warrant then held by a Purchaser or a Permitted Transferee in the event of an Inapplicable Redemption) not exercised on or before the Expiration Date shall become void, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at 5:00 p.m. New York City time on the Expiration Date. The Company in its sole discretion may extend the duration of the Warrants by delaying the Expiration Date; provided, that the Company shall provide at least twenty (20) days prior written notice of any such extension to the Warrant Agent and Registered Holders of the Warrants and, provided further that any such extension shall be identical in duration among all the Warrants.

3.3 Exercise of Warrants.

3.3.1 Payment. Subject to the provisions of the Warrant and this Agreement, a Warrant, when countersigned by the Warrant Agent, may be exercised by the Registered Holder thereof by surrendering it, at the office designated for such purpose, (i) the Definitive Warrant Certificate evidencing the Warrants to be exercised, or, in the case of a Warrant in book-entry form, the Warrants to be exercised on the records of DTC to an account of the Warrant Agent at DTC designated for such purposes in writing by the Warrant Agent to DTC from time to time, (ii) an election to purchase (as set forth on the Warrant) any DCFC Ordinary Shares pursuant to the exercise of a Warrant, properly completed and duly executed by the Registered Holder on the reverse of the Definitive Warrant Certificate accompanied by a signature guarantee or, in the case of a Warrant in book-entry form, properly delivered by the Participant in accordance with DTC's procedures, and (iii) the payment in full the Warrant Price for each full DCFC Ordinary Share as to which the Warrant is exercised and any and all applicable taxes due in connection with the exercise of the Warrant, the exchange of the Warrant for the DCFC Ordinary Shares and the issuance of such DCFC Ordinary Shares, as follows:

(a) in lawful money of the United States, in good certified check or good bank draft payable to the Warrant Agent;

(b) [reserved];

(c) with respect to any Private Placement Warrant, so long as such Private Placement Warrant is held by a Purchaser or a Permitted Transferee, by surrendering the Warrants for that number of DCFC Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of DCFC Ordinary Shares underlying the Warrants, multiplied by the difference between the Warrant Price and the "Fair Market Value", as defined in this subsection 3.3.1(c), by (y) the Fair Market Value. Solely for purposes of this subsection 3.3.1(c), the "Fair Market Value" shall mean the average reported last sale price of the DCFC Ordinary Shares for the ten (10) trading days ending on the third trading day prior to the date on which notice of exercise of the Private Placement Warrant is sent to the Warrant Agent;

(d) as provided in Section 6.2 hereof with respect to a Make-Whole Exercise; or

(e) as provided in Section 7.4 hereof.

3.3.2 Issuance of DCFC Ordinary Shares on Exercise. As soon as practicable after the exercise of any Warrant and the clearance of the funds in payment of the Warrant Price (if payment is pursuant to subsection 3.3.1(a)), the Company shall issue to the Registered Holder of such Warrant a book-entry position or certificate, as applicable, for the number of full DCFC Ordinary Shares to which he, she or it is entitled, 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 countersigned Warrant, as applicable, for the number of DCFC Ordinary Shares as to which such Warrant shall not have been exercised. Notwithstanding the foregoing, the Company shall not be obligated to deliver any DCFC Ordinary Shares pursuant to the exercise of a Warrant and shall have no obligation to settle such Warrant exercise unless a registration statement under the Securities Act with respect to the DCFC Ordinary Shares underlying the Public Warrants is then effective and a prospectus relating thereto is current, subject

to the Company's satisfying its obligations under Section 7.4. No Warrant shall be exercisable and the Company shall not be obligated to issue DCFC Ordinary Shares upon exercise of a Warrant unless the DCFC Ordinary 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. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a Warrant, the holder of such Warrant shall not be entitled to exercise such Warrant and such Warrant may have no value and expire worthless, in which case the purchaser of a Unit containing such Public Warrants shall have paid the full purchase price for the Unit solely for the DCFC Ordinary Shares underlying such Unit. In no event will the Company be required to net cash settle the Warrant exercise. The Company may require holders of Public Warrants to settle the Warrant on a "cashless basis" pursuant to Section 7.4. If, by reason of any exercise of Warrants on a "cashless basis", the holder of such Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a DCFC Ordinary Share, the Company shall round down to the nearest whole number the number of DCFC Ordinary 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 DCFC Ordinary Shares to be issued on such exercise will be determined by the Company (with written notice thereof to 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 DCFC Ordinary Shares to be issued on such exercise, is accurate or correct.

3.3.3 Valid Issuance. All DCFC Ordinary Shares issued upon the proper exercise of a Warrant in conformity with this Agreement shall be validly issued, fully paid and non-assessable.

3.3.4 Date of Issuance. Each person or entity in whose name any book-entry position or certificate, as applicable, for DCFC Ordinary Shares is issued shall for all purposes be deemed to have become the holder of record of such DCFC Ordinary Shares on the date on which the Warrant, or book-entry position representing such Warrant, was surrendered and payment of the Warrant Price was made, 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 DCFC Ordinary Shares at the close of business on the next succeeding date on which the share transfer books or book-entry system are open.

3.3.5 Maximum Percentage. A holder of a Warrant may notify the Company in writing in the event it elects to be subject to the provisions contained in this subsection 3.3.5; however, no holder of a Warrant shall be subject to this subsection 3.3.5 unless he, she or it makes such election. If the election is made by a holder, 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, such person (together with such person's affiliates), to the Warrant Agent's actual knowledge, would beneficially own in excess of 9.8% or such other amount as the holder may specify (the "***Maximum Percentage***") of the DCFC Ordinary Shares outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of DCFC Ordinary Shares beneficially owned by such person and its affiliates shall include the number of DCFC Ordinary Shares issuable upon exercise of the Warrant with respect to which the determination of such sentence is being made, but shall exclude DCFC 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 outstanding DCFC Ordinary Shares, the holder may rely on the number of outstanding DCFC 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., joingly, in their capacity as the transfer agent for the DCFC Ordinary Shares (the "***Transfer Agent***") setting forth the number of DCFC Ordinary Shares outstanding. 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 DCFC Ordinary

Shares then outstanding. In any case, the number of outstanding DCFC 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 outstanding DCFC Ordinary Shares was reported. By written notice to the Company, the holder of a Warrant may from time to time increase or decrease the Maximum Percentage applicable to such holder to any other percentage specified in such notice; provided, however, that any such increase shall not be effective until the sixty-first (61st) day after such notice is delivered to the Company.

4. Adjustments.

4.1 Stock Dividends.

4.1.1 Split-Ups. If after the date hereof, and subject to the provisions of Section 4.6 below, the number of outstanding DCFC Ordinary Shares is increased by a stock dividend payable in DCFC Ordinary Shares, or by a split-up of DCFC Ordinary Shares or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of DCFC Ordinary Shares issuable on exercise of each Warrant shall be increased in proportion to such increase in the outstanding DCFC Ordinary Shares. A rights offering to holders of the Common Stock entitling holders to purchase DCFC Ordinary Shares at a price less than the "Fair Market Value" (as defined below) shall be deemed a stock dividend of a number of DCFC Ordinary Shares equal to the product of (i) the number of DCFC Ordinary Shares actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for the Common Stock) multiplied by (ii) one (1) minus the quotient of (x) the price per DCFC Ordinary Share paid in such rights offering divided by (y) the Fair Market Value. For purposes of this subsection 4.1.1, (i) if the rights offering is for securities convertible into or exercisable for Common Stock, in determining the price payable for Common Stock, there shall be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) "Fair Market Value" means the volume weighted average price of the Common Stock as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the DCFC Ordinary Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

4.1.2 Extraordinary Dividends. If the Company, at any time while the Warrants are outstanding and unexpired, shall pay a dividend or make a distribution in cash, securities or other assets to the holders of the Common Stock on account of such DCFC Ordinary Shares (or other shares of the Company's capital stock into which the Warrants are convertible), other than (a) as described in subsection 4.1.1 above and (b) Ordinary Cash Dividends (as defined below) (any such non-excluded event being referred to herein as an "***Extraordinary Dividend***"), then the Warrant Price shall be decreased, effective immediately after the effective date of such Extraordinary Dividend, by the amount of cash and/or the fair market value (as determined by the Company's board of directors (the "***Board***"), in good faith) of any securities or other assets paid on each DCFC Ordinary Share in respect of such Extraordinary Dividend. For purposes of this subsection 4.1.2, "***Ordinary Cash Dividends***" means any cash dividend or cash distribution which, when combined on a per share basis, with the per share amounts of all other cash dividends and cash distributions paid on the Common Stock during the 365-day period ending on the date of declaration of such dividend or distribution (as adjusted to appropriately reflect any of the events referred to in other subsections of this Section 4 and excluding cash dividends or cash distributions that resulted in an adjustment to the Warrant Price or to the number of DCFC Ordinary Shares issuable on exercise of each Warrant) does not exceed $0.50.

4.2 Aggregation of Shares. If after the date hereof, and subject to the provisions of Section 4.6 hereof, the number of outstanding DCFC Ordinary Shares are decreased by a consolidation, combination, reverse stock split or reclassification of DCFC Ordinary Shares or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of DCFC Ordinary Shares issuable on exercise of each Warrant shall be decreased in proportion to such decrease in outstanding DCFC Ordinary Shares.

4.3 Adjustments in Exercise and Redemption Trigger Prices. Whenever the number of DCFC Ordinary Shares purchasable upon the exercise of the Warrants is adjusted, as provided in subsection 4.1.1 or Section 4.2 above, the Warrant Price shall be adjusted (to the nearest cent) by multiplying such Warrant Price immediately prior to such adjustment by a fraction (x) the numerator of which shall be the number of DCFC Ordinary Shares purchasable upon the exercise of the Warrants immediately prior to such adjustment, and (y) the denominator of which shall be the number of DCFC Ordinary Shares so purchasable immediately thereafter.

4.4 Replacement of Securities upon Reorganization, etc. In case of any reclassification or reorganization of the outstanding DCFC Ordinary Shares (other than a change under subsections 4.1.1 or 4.1.2 or Section 4.2 hereof or that solely affects the par value of such DCFC Ordinary Shares), or in the case of any merger or consolidation of the Company with or into another corporation or other entity (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding DCFC Ordinary Shares), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the Warrants shall thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of the DCFC Ordinary Shares of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Warrants would have received if such holder had exercised his, her or its Warrant(s) immediately prior to such event (the "***Alternative Issuance***"); provided, however, that (i) if the holders of the DCFC Ordinary Shares were entitled to exercise a right of election as to the kind or amount of securities, cash or other assets receivable upon such consolidation or merger, then the kind and amount of securities, cash or other assets constituting the Alternative Issuance for which each Warrant shall become exercisable shall be deemed to be the weighted average of the kind and amount received per share by the holders of the DCFC Ordinary Shares in such consolidation or merger that affirmatively make such election, and (ii) if a tender, exchange or redemption offer shall have been made to and accepted by the holders of the DCFC Ordinary Shares under circumstances in which, upon completion of such tender or exchange offer, the maker thereof, together with members of any group (within the meaning of Rule 13d-5(b)(1) under the Exchange Act (or any successor rule)) of which such maker is a part, and together with any affiliate or associate of such maker (within the meaning of Rule 12b-2 under the Exchange Act (or any successor rule)) and any members of any such group of which any such affiliate or associate is a part, own beneficially (within the meaning of Rule 13d-3 under the Exchange Act (or any successor rule)) more than 50% of the outstanding DCFC Ordinary Shares, the holder of a Warrant shall be entitled to receive as the Alternative Issuance, the highest amount of cash, securities or other property to which such holder would actually have been entitled as a stockholder if such Warrant holder had exercised the Warrant prior to the expiration of such tender or exchange offer, accepted such offer and all of the DCFC Ordinary Shares held by such holder had been purchased pursuant to such tender or exchange offer, subject to adjustments (from and after the consummation of such tender or exchange offer) as nearly equivalent as possible to the adjustments provided for in this Section 4; provided, further, that if less than 70% of the consideration receivable by the holders of the DCFC Ordinary Shares in the applicable event is payable in the form of common stock in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the Registered Holder properly exercises the Warrant within thirty (30) days following the public disclosure of the consummation of such applicable event by the Company pursuant to a Current Report on Form 6-K filed with the Commission, the Warrant Price shall be reduced by an amount (in dollars) equal to the difference of (i) the Warrant Price in effect prior to such reduction minus (ii) (A) the Per Share Consideration (as defined below) (but in no event less than zero) minus (B) the Black-Scholes Warrant Value (as defined below). The "***Black-Scholes Warrant Value***" means the value of a Warrant immediately prior to the consummation of the applicable event based on the Black-Scholes Warrant Model for a Capped American Call on Bloomberg Financial Markets ("***Bloomberg***"). For purposes of calculating such amount, (1) Section 6 of this Agreement shall be taken into account, (2) the price of each DCFC Ordinary Share shall be the volume weighted average price of the DCFC Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event, (3) the assumed volatility shall be the 90 day volatility obtained from the HVT function on Bloomberg determined as of the trading day immediately prior to the day of the announcement of the applicable event, and (4) the assumed risk-free interest rate shall correspond to the U.S. Treasury rate for a period equal to the remaining term of the Warrant. "***Per Share Consideration***" means (i) if the consideration paid to holders of the DCFC Ordinary Shares consists exclusively of cash, the amount of such cash per DCFC Ordinary Share, and (ii) in all other cases, the volume weighted average price of the DCFC Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event. If any reclassification or reorganization also results in a change in DCFC Ordinary Shares covered by subsection 4.1.1, then such adjustment shall be made pursuant to subsection 4.1.1 or Sections 4.2, 4.3 and this

Section 4.4. The provisions of this Section 4.4 shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or other transfers. In no event will the Warrant Price be reduced to less than the par value per share issuable upon exercise of the Warrant.

4.5 Notices of Changes in Warrant. Upon every adjustment of the Warrant Price or the number of DCFC Ordinary Shares issuable upon exercise of a Warrant, the Company shall give written notice thereof to the Warrant Agent, which notice shall state the Warrant Price resulting from such adjustment and the increase or decrease, if any, in the number of DCFC Ordinary Shares purchasable at such price 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 or 4.4, 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 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.

4.6 No Fractional Shares. Notwithstanding any provision contained in this Agreement to the contrary, the Company shall not issue fractional DCFC 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 a share, the Company shall, upon such exercise, round down to the nearest whole number the number of DCFC Ordinary Shares to be issued to such holder.

4.7 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 Warrant Price and the same number of DCFC Ordinary Shares as is stated in the Warrants initially issued pursuant to this 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 countersigned, whether in exchange or substitution for an outstanding Warrant or otherwise, may be in the form as so changed.

4.8 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.

5. Transfer and Exchange of Warrants.

5.1 Registration of Transfer. The Warrant Agent shall register the transfer, from time to time, of any outstanding Warrant upon the Warrant Register, upon surrender of such Warrant for transfer, properly endorsed with signatures properly guaranteed 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.

5.2 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 (as in the case of the Private Placement Warrants), 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.

5.3 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.

5.4 Service Charges. No service charge shall be made for any exchange or registration of transfer of Warrants.

5.5 Warrant Execution and Countersignature. The Warrant Agent is hereby authorized 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 When the Price Per DCFC Ordinary Share Equals or Exceeds $18.00. Subject to Section 6.5 hereof, not less than all of the outstanding Warrants may be redeemed, at the option of the Company, at any time while they are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the Registered Holders of the Warrants, as described in Section 6.3 below, at a Redemption Price of $0.01 per Warrant, provided that the last sale price of the DCFC Ordinary Shares reported has been at least $18.00 per share (subject to adjustment in compliance with Section 4 hereof), on each of twenty (20) trading days within the thirty (30) trading-day period ending on the third Business Day prior to the date on which notice of the redemption is given and provided that there is an effective registration statement covering the DCFC Ordinary Shares issuable upon exercise of the Warrants, and a current prospectus relating thereto, available throughout the 30-day Redemption Period (as defined in Section 6.3 below).

6.2 Redemption of Warrants When the Price Per DCFC Ordinary Share Equals or Exceeds $10.00. Subject to Section 6.5 hereof, not less than all of the outstanding Warrants may be redeemed, at the option of the Company, at any time while they are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the Registered Holders of the Warrants, as described in Section 6.3 below, at a Redemption Price of $0.10 per Warrant, provided that the last sale price of the DCFC Ordinary Shares equals or exceeds $10.00 per share (subject to adjustment in compliance with Section 4 hereof), on the trading day prior to the date on which notice of the redemption is given. During the 30-day Redemption Period (as defined in Section 6.3 below) in connection with a redemption pursuant to this Section 6.2, Registered Holders of the Warrants may elect to exercise their Warrants on a "cashless basis" pursuant to subsection 3.3.1 and receive a number of DCFC Ordinary Shares determined by reference to the table below, based on the Redemption Date (as defined below) and the "Redemption Fair Market Value" (as such term is defined in this Section 6.2) (a "***Make-Whole Exercise***"). Solely for purposes of this Section 6.2, the "Redemption Fair Market Value" shall mean the average reported last sale price of the DCFC Ordinary Shares for the ten trading days immediately following the date on which notice of redemption pursuant to this Section 6.2 is sent to the Registered Holders. In connection with any redemption pursuant to this Section 6.2, the Company shall provide the Registered Holders with the Redemption Fair Market Value no later than one Business Day after the ten (10) trading day period described in the definition of "Redemption Fair Market Value" above ends.

Redemption Date (period to expiration of warrants)	**Redemption Fair Market Value of DCFC Ordinary Shares**								
	£10.00	**11.00**	**12.00**	**13.00**	**14.00**	**15.00**	**16.00**	**17.00**	**³18.00**
60 months	0.261	0.281	0.297	0.311	0.324	0.337	0.348	0.358	0.361
57 months	0.257	0.277	0.294	0.310	0.324	0.337	0.348	0.358	0.361
54 months	0.252	0.272	0.291	0.307	0.322	0.335	0.347	0.357	0.361
51 months	0.246	0.268	0.287	0.304	0.320	0.333	0.346	0.357	0.361

48 months	0.241	0.263	0.283	0.301	0.317	0.332	0.344	0.356	0.361
45 months	0.235	0.258	0.279	0.298	0.315	0.330	0.343	0.356	0.361
42 months	0.228	0.252	0.274	0.294	0.312	0.328	0.342	0.355	0.361
39 months	0.221	0.246	0.269	0.290	0.309	0.325	0.340	0.354	0.361
36 months	0.213	0.239	0.263	0.285	0.305	0.323	0.339	0.353	0.361
33 months	0.205	0.232	0.257	0.280	0.301	0.320	0.337	0.352	0.361
30 months	0.196	0.224	0.250	0.274	0.297	0.316	0.335	0.351	0.361
27 months	0.185	0.214	0.242	0.268	0.291	0.313	0.332	0.350	0.361
24 months	0.173	0.204	0.233	0.260	0.285	0.308	0.329	0.348	0.361
21 months	0.161	0.193	0.223	0.252	0.279	0.304	0.326	0.347	0.361
18 months	0.146	0.179	0.211	0.242	0.271	0.298	0.322	0.345	0.361
15 months	0.130	0.164	0.197	0.230	0.262	0.291	0.317	0.342	0.361
12 months	0.111	0.146	0.181	0.216	0.250	0.282	0.312	0.339	0.361
9 months	0.090	0.125	0.162	0.199	0.237	0.272	0.305	0.336	0.361
6 months	0.065	0.099	0.137	0.178	0.219	0.259	0.296	0.331	0.361
3 months	0.034	0.065	0.104	0.150	0.197	0.243	0.286	0.326	0.361
0 months	—	—	0.042	0.115	0.179	0.233	0.281	0.323	0.361

If the exact Redemption Fair Market Value and Redemption Date (as defined below) are between two values in the table above or the Redemption Date is between two redemption dates in the table above, the number of DCFC Ordinary Shares to be issued for each Warrant exercised in a Make-Whole Exercise shall be determined by a straight-line interpolation between the number of shares set forth for the higher and lower Redemption Fair Market Values and the earlier and later redemption dates, as applicable, based on a 365-day year.

The stock prices set forth in the column headings of the table above shall be adjusted as of any date on which the number of shares issuable upon exercise of a Warrant is adjusted pursuant to Section 4. The adjusted stock prices in the column headings shall equal the stock prices immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the number of shares deliverable upon exercise of a Warrant immediately prior to such adjustment and the denominator of which is the number of shares deliverable upon exercise of a Warrant as so adjusted. The number of shares in the table above shall be adjusted in the same manner and at the same time as the number of shares issuable upon exercise of a Warrant.

In no event shall the Warrants be exercisable in connection with a Make-Whole Exercise for more than 0.361 DCFC Ordinary Shares per whole warrant (subject to adjustment).

6.3 Date Fixed for, and Notice of, Redemption; Redemption Price. In the event that the Company elects to redeem the Warrants pursuant to Sections 6.1 or 6.2 hereof, the Company shall fix a date for the redemption (the "***Redemption Date***"). Notice of redemption shall be transmitted (including, if applicable, through the facilities of DTC) and/or mailed (by first class mail, postage prepaid), by the Company not less than thirty (30) days prior to the Redemption Date (the "***30-day Redemption Period***") 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. As used in this Agreement, "***Redemption Price***" shall mean the price per Warrant at which any Warrants are redeemed pursuant to Sections 6.1 or 6.2 hereof.

6.4 Exercise After Notice of Redemption. The Warrants may be exercised, for cash (or, if in connection with a redemption pursuant to Section 6.2 hereof, on a "cashless basis" in accordance with such section) at any time after notice of redemption shall have been given by the Company pursuant to Section 6.3 hereof and prior to the Redemption Date. On and after the Redemption Date, the record holder of the Warrants shall have no further rights except to receive, upon surrender of the Warrants, the Redemption Price.

6.5 Exclusion of Private Placement Warrants. The Company agrees that the redemption rights provided in Sections 6.1 and 6.2 hereof shall not apply to the Private Placement Warrants if at the time of the redemption such Private Placement Warrants continue to be held by the Purchasers or their Permitted Transferees. However, once such Private Placement Warrants are transferred (other than to Permitted Transferees under Section 2.6 hereof), the Company may redeem the Private Placement Warrants pursuant to Section 6.1 or 6.2 hereof, provided that the criteria for redemption are met, including the opportunity of the holder of such Private Placement Warrants to exercise the Private Placement Warrants prior to redemption pursuant to Section 6.4 hereof. Private Placement Warrants that are transferred to persons other than Permitted Transferees shall upon such transfer cease to be Private Placement Warrants and shall become Public Warrants under this Agreement.

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 is lost, stolen, mutilated, or destroyed, the Company and the Warrant Agent may on such terms as to indemnity or otherwise as they may in their discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination, tenor, and date as the Warrant so lost, stolen, mutilated, or destroyed. Any such new Warrant shall constitute a substitute contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated, or destroyed Warrant shall be at any time enforceable by anyone.

7.3 Reservation of DCFC Ordinary Shares. The Company shall at all times reserve and keep available a number of its authorized but unissued DCFC Ordinary Shares that shall be sufficient to permit the exercise in full of all outstanding Warrants issued pursuant to this Agreement.

7.4 Registration of DCFC Ordinary Shares; Cashless Exercise at Company's Option.

7.4.1 Registration of the DCFC Ordinary Shares Underlying Public Warrants and Private Placement Warrants. On December 20, 2021, the registration statement on Form F-4 (Commission File No. 333-259793) registering the DCFC Ordinary Shares issuable upon the exercise of the Warrants was declared effective by the Commission. The Company shall use its best efforts to maintain the effectiveness of such registration statement (and any replacement registration statement filed in respect thereof), and a current prospectus relating thereto, until the expiration of the Warrants in accordance with the provisions of this Agreement. During any period when the Company shall fail to have maintained an effective registration statement covering the DCFC Ordinary Shares issuable upon exercise of the Warrants, the Registered Holders of the Warrants shall have the right to exercise such Warrants on a "cashless basis," by exchanging the Warrants (in accordance with Section 3(a)(9) of the Securities Act (or any successor statute) or another exemption) for that number of DCFC Ordinary Shares equal to the quotient obtained by dividing (x) the product of the number of DCFC Ordinary Shares underlying the Warrants, multiplied by the difference between the Warrant Price and the "Fair Market Value" (as defined below) by (y) the Fair Market Value. Solely for purposes of this subsection 7.4.1, "Fair Market Value" shall mean the volume weighted average price of the DCFC Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the date that notice of exercise is received by the Warrant Agent from the holder of such Warrants or its securities broker or intermediary. The date that notice of cashless exercise is received by the Warrant Agent shall be conclusively determined by the Warrant Agent. In connection with the "cashless exercise" of a Public Warrant, the Company shall, upon request, provide the Warrant Agent with an opinion of counsel for the Company (which shall be an outside law firm with securities law experience) stating that (i) the exercise of the Warrants on a cashless basis in accordance with this subsection 7.4.1 is not required to be registered under the

Securities Act and (ii) the DCFC Ordinary Shares issued upon such exercise shall be freely tradable under United States federal securities laws by anyone who is not an affiliate (as such term is defined in Rule 144 under the Securities Act (or any successor rule)) of the Company and, accordingly, shall not be required to bear a restrictive legend. Except as provided in subsection 7.4.2, for the avoidance of any doubt, unless and until all of the Warrants have been exercised, the Company shall continue to be obligated to comply with its registration obligations under the first three sentences of this subsection 7.4.1.

7.4.2 Cashless Exercise at Company's Option. If the DCFC Ordinary Shares are at the time of any exercise of a Warrant not listed on a national securities exchange such that it satisfies the definition of a "covered security" under Section 18(b)(1) of the Securities Act (or any successor statute), the Company may, at its option, (i) require holders of Public Warrants who exercise Public Warrants to exercise such Public Warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act (or any successor statute) as described in subsection 7.4.1 and (ii) in the event the Company so elects, the Company shall (x) not be required to file or maintain in effect a registration statement for the registration, under the Securities Act, of the DCFC Ordinary Shares issuable upon exercise of the Warrants, notwithstanding anything in this Agreement to the contrary, and (y) use its best efforts to register or qualify the DCFC Ordinary Shares issuable upon exercise of the Public Warrant under the blue sky laws of the state of residence of the exercising Public Warrant holder to the extent an exemption is not available.

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 DCFC 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 DCFC Ordinary Shares, save as expressly stated in this Section 8.1.

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 for any action taken, suffered or omitted to be taken by it pursuant to the provisions of this Agreement.

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 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 or reservation of any DCFC Ordinary Shares to be issued pursuant to this Agreement or any Warrant or as to whether any DCFC Ordinary Shares shall, when issued, be valid and fully paid and non-assessable.

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 Warrant Agreement which shall state that all Warrants are: (1) registered under the Securities Act of 1933, as amended, 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 purchase of DCFC 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 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 alfa*, 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: Mark Anning
Email: manning@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 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.

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 in the Borough of Manhattan, City and State of New York, 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.

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, including any amendment to increase the Warrant Price or shorten the Exercise Period and any amendment to the terms of only the Private Placement Warrants, shall require the vote or written consent of the Registered Holders of 50% of the then outstanding Public Warrants; provided that if an amendment adversely affects the Private Placement Warrants in a different manner than the Public Warrants or vice versa, then the vote or written consent of the Registered Holders of 65% of the Public Warrants and 65% of the Private Placement Warrants, voting as separate classes, shall be required. Notwithstanding the foregoing, the Company may lower the Warrant Price or extend the duration of the Exercise Period pursuant to Sections 3.1 and 3.2, respectively, without the consent of the Registered Holders. No amendment to this Warrant Agent Agreement shall be effective unless duly executed by the Warrant Agent. As a condition precedent to the execution by the Warrant Agent of 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.

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.

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

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

COMPUTERSHARE INC.
COMPUTERSHARE TRUST COMPANY, N.A., as Warrant Agent

By: /s/ Collin Ekeogu
Name: Collin Ekeogu
Title: Mgr Corporate Actions

[Signature Page to Warrant Agreement]

EXHIBIT A

[Form of Warrant Certificate]

[FACE]

Number

Warrants

THIS WARRANT SHALL BE VOID IF NOT EXERCISED PRIOR TO THE EXPIRATION OF THE EXERCISE PERIOD PROVIDED FOR IN THE WARRANT AGREEMENT DESCRIBED BELOW

TRITIUM DCFC LIMTED
an Australian public company limited by shares

CUSIP Q9225T 116

Warrant Certificate

This Warrant Certificate certifies that , or registered assigns, is the registered holder of warrant(s) evidenced hereby (the "***Warrants***" and each, a "***Warrant***") to 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 non-assessable Ordinary Shares as set forth below, at the exercise price (the "***Exercise Price***") as determined pursuant to the Warrant Agreement, payable in lawful money (or through "***cashless exercise***" as provided for in the Warrant Agreement) of the United States of America 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 is initially exercisable for one fully paid and non-assessable Ordinary Share. 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 any Warrant is equal to $11.50 per share. The Exercise Price is subject to adjustment upon the occurrence of certain events set forth in the Warrant Agreement.

Subject to the conditions set forth in the Warrant Agreement, the Warrants may be exercised only during the Exercise Period and to the extent not exercised by the end of such Exercise Period, such Warrants shall become void.

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:

[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 Amended and Restated Warrant Agreement dated as of January 13, 2022 (the "***Warrant Agreement***"), duly executed and delivered by the Company to Computershare Inc., a Delaware corporation, and its wholly owned subsidiary, Computershare Trust Company, N.A., a federally chartered trust company, as warrant agent (the "***Warrant Agent***"), 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 (the words "***holders***" or "***holder***" meaning the Registered Holders or Registered Holder) of the Warrants. 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.

Warrants may be exercised at any time during the Exercise Period set forth in the Warrant Agreement. The holder of Warrants evidenced by this Warrant Certificate may exercise them by surrendering this Warrant Certificate, with the form of election to purchase 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.

Notwithstanding anything else in this Warrant Certificate or the Warrant Agreement, no Warrant may be exercised unless at the time of exercise (i) a registration statement covering the Ordinary Shares to be issued upon exercise is effective under the Securities Act and (ii) a prospectus thereunder relating to the Ordinary Shares are current, except through "***cashless exercise***" as provided for in the Warrant Agreement.

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, upon exercise, round down to the nearest whole number of Ordinary Shares to be issued to the 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.

Election to Purchase

(To Be Executed Upon Exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to 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 is less than all of the Ordinary Shares purchasable 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 has been called for redemption by the Company pursuant to Section 6.2 of the Warrant Agreement and a holder thereof elects to exercise its Warrant pursuant to a Make-Whole Exercise, the number of Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(c) or Section 6.2 of the Warrant Agreement, as applicable.

In the event that the Warrant is a Private Placement Warrant that is to be exercised on a "cashless" basis pursuant to subsection 3.3.1(c) of the Warrant Agreement, the number of Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(c) of the Warrant Agreement.

In the event that the Warrant is to be exercised on a "***cashless***" basis pursuant to Section 7.4 of the Warrant Agreement, the number of Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with Section 7.4 of the Warrant Agreement.

In the event that the Warrant may be exercised, to the extent allowed by the Warrant Agreement, through cashless exercise (i) the number of Ordinary Shares that this Warrant is exercisable for would be determined in accordance with the relevant section of the Warrant Agreement which allows for such cashless exercise; (ii) the holder hereof hereby undertakes to pay on demand the relevant aggregate nominal value for the Ordinary Shares to be issued; and (iii) 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 purchasable 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)

(Address)

(Tax Identification Number)

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 (OR ANY SUCCESSOR RULE)) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

Exhibit 10.1

Execution Version

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of January 13, 2022, is made and entered into by and among Tritium DCFC Limited (ACN 650 026 314), an Australian public company (the "***Company***"), Decarbonization Plus Acquisition Corporation II, a Delaware corporation (the "***SPAC***"), Decarbonization Plus Acquisition Sponsor II LLC, a Delaware limited liability company (the "***Sponsor***"), and the undersigned parties listed under Holder on the signature pages hereto (each such party, together with the Sponsor and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement, a "***Holder***" and collectively, the "***Holders***").

RECITALS

WHEREAS, on February 3, 2021, the SPAC, the Sponsor and certain other security holders named therein (the "***SPAC Holders***") entered into that certain Registration Rights Agreement (the "***SPAC Registration Rights Agreement***"), pursuant to which the SPAC granted the Sponsor and such other SPAC Holders certain registration rights with respect to certain securities of the SPAC;

WHEREAS, on May 25, 2021, the SPAC, the Company, Hulk Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Company ("***Merger Sub***"), and Tritium Holdings Pty Ltd (ACN 145 324 910), an Australian propriety company ("***Tritium***"), entered into that certain Business Combination Agreement (as amended, the "***BCA***"), pursuant to which, among other things, (i) Merger Sub will merge with and into the SPAC on or about the date hereof, with the SPAC surviving the merger as a wholly owned subsidiary of the Company and the stockholders and warrant holders of the SPAC receiving ordinary shares of the Company ("***Ordinary Shares***") and warrants to purchase Ordinary Shares, respectively, and (ii) the equity holders of Tritium will enter into a Share Transfer Agreement pursuant to which they will transfer their Tritium securities to the Company in exchange for Ordinary Shares (collectively, the "***Business Combination***");

WHEREAS, after the closing of the Business Combination (the "***Closing***"), the Holders will own Ordinary Shares, and the Sponsor, James AC McDermott, Jeffrey Tepper, Dr. Jennifer Aaker, Jane Kearns and Michael Warren will own warrants to purchase 7,366,667 Ordinary Shares (the "***Private Placement Warrants***"); and

WHEREAS, in connection with the Closing, the SPAC and the SPAC Holders desire to amend and restate the SPAC Registration Rights Agreement in its entirety as set forth herein, and the Company and the other Holders desire to enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement.

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
DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Agreement***" shall have the meaning given in the Preamble.

"***BCA***" shall have the meaning given in the Recitals.

"***Block Trade***" shall have the meaning given to it in subsection 2.3.1 of this Agreement.

"***Board***" shall mean the board of directors of the Company.

"***Business Combination***" shall have the meaning given in the Recitals.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Company***" shall have the meaning given in the Preamble.

"***Demanding Holder***" shall mean any Holder or group of Holders that together elects to dispose of Registrable Securities having an aggregate value of at least US$25 million, at the time of the Underwritten Demand, under a Registration Statement pursuant to an Underwritten Offering.

"***Effectiveness Period***" shall have the meaning given in subsection 3.1.1 of this Agreement.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Financial Counterparty***" shall have the meaning given in subsection 2.3.1 of this Agreement.

"***Holder Indemnified Persons***" shall have the meaning given in subsection 4.1.1 of this Agreement.

"***Holders***" shall have the meaning given in the Preamble.

"***Maximum Number of Securities***" shall have the meaning given in subsection 2.1.3 of this Agreement.

"***Merger Sub***" shall have the meaning given in the Recitals.

"***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.

"***Ordinary Shares***" shall have the meaning given in the Recitals.

"***Other Coordinated Offering***" shall have the meaning given to it in subsection 2.3.1 of this Agreement.

"***Piggyback Registration***" shall have the meaning given in subsection 2.2.1 of this Agreement.

"***Private Placement Warrants***" shall have the meaning given in the Recitals.

"***Pro Rata***" shall have the meaning given in subsection 2.1.3 of this Agreement.

"***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 Security***" shall mean (a) the Private Placement Warrants (including any Ordinary Shares issued or issuable upon the exercise of any such Private Placement Warrants) held by a Holder immediately following the Closing, (b) any outstanding Ordinary Shares held by a Holder immediately following the Closing (including any Ordinary Shares issued or issuable upon exercise of any other outstanding equity securities of the Company (other than equity securities issued pursuant to an employee stock option or other benefit plan) held by a Holder immediately following the Closing), (c) any equity securities (including the Ordinary Shares issued or issuable upon the exercise of any such equity security) of the Company issuable immediately following the Closing upon conversion of any working capital loans in an amount up to US$1,500,000 in the aggregate made to the SPAC by a Holder and (d) any other equity security of the Company issued or issuable with respect to any such Ordinary Shares held by a Holder immediately following the Closing 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, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such

securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; 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) (but with no volume or other restrictions or limitations).

"***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; and

(F) reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of Registrable Securities held by the Demanding Holders initiating an Underwritten Demand to be registered for offer and sale in the applicable Underwritten Offering, not to exceed US$50,000.

"***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.

"***Requesting Holder***" shall have the meaning given in subsection 2.1.2 of this Agreement.

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***Shelf Registration***" shall have the meaning given in subsection 2.1.1.

"***SPAC***" shall have the meaning given in the Preamble.

"***SPAC Holders***" shall have the meaning given in the Recitals.

"***SPAC Registration Rights Agreement***" shall have the meaning given in the Recitals.

"***Sponsor***" shall have the meaning given in the Preamble.

"***Suspension Event***" shall have the meaning given in Section 3.4 of this Agreement.

"***Tritium***" shall have the meaning given in the Recitals.

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Demand***" shall have the meaning given in subsection 2.1.2 of this Agreement.

"***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

ARTICLE II
REGISTRATIONS

2.1 Registration.

2.1.1 Shelf Registration. (a) The Company agrees that, within thirty (30) calendar days after the consummation of the Business Combination, 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 (a "***Shelf Registration***").

(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. 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.

2.1.2 Underwritten Offering. Subject to the provisions of subsection 2.1.3 and Section 2.3 of this Agreement, any Demanding Holder may make a written demand to the Company for an Underwritten Offering pursuant to a Registration Statement filed with the Commission in accordance with Section 2.1.1 of this Agreement (an "***Underwritten Demand***"). The Company shall, within ten (10) days of the Company's receipt of the Underwritten Demand, notify, in writing, all other Holders of such demand, and each Holder who thereafter wishes to include all or a portion of such Holder's Registrable Securities in such Underwritten Offering pursuant to an Underwritten Demand (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Underwritten Offering, a "***Requesting Holder***") shall so notify the Company, in writing, within five (5) days after the receipt by the Holder of the notice from the Company. Upon receipt by the Company of any such written notification from a Requesting Holder(s), such Requesting Holder(s) shall be entitled to have their Registrable Securities included in the Underwritten Offering pursuant to an Underwritten Demand. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.1.2 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company in consultation with the Demanding Holders initiating the Underwritten Offering. Notwithstanding the foregoing, the Company is not obligated to effect (i) more than an aggregate of two (2) Underwritten Offerings pursuant to this subsection 2.1.2 in any twelve (12)-month period, (ii) more than an aggregate of four (4) Underwritten Offerings pursuant to this subsection 2.1.2 in total, (iii) an Underwritten Offering pursuant to this subsection 2.1.2 within ninety (90) days after the closing of an Underwritten Offering or (iv) an Underwritten Offering unless the reasonably expected the aggregate gross proceeds from the offering of the Registrable Securities to be registered in connection with such Underwritten Offering will be at least US$75,000,000 (the "***Minimum Amount***").

2.1.3 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Offering pursuant to an Underwritten Demand, in good faith, advises or advise the Company, the Demanding Holders, the Requesting Holders and other persons or entities holding Ordinary Shares or other equity securities of the Company that the Company is obligated to include pursuant to separate written contractual arrangements with such persons or entities (if any) in writing that the dollar amount or number of Registrable Securities or other equity securities of the Company requested to be included in such Underwritten Offering exceeds 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 (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata

based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have requested be included in such Underwritten Offering (such proportion is referred to herein as "***Pro Rata***")) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), Ordinary Shares or other equity securities of the Company that the Company desires to sell and that can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), Ordinary Shares or other equity securities of the Company held by other persons or entities that the Company is obligated to include pursuant to separate written contractual arrangements with such persons or entities and that can be sold without exceeding the Maximum Number of Securities.

2.1.4 Registration Withdrawal. Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Offering, a majority-in-interest of the Demanding Holders initiating an Underwritten Offering pursuant to subsection 2.1.2 of this Agreement shall have the right to withdraw from such Underwritten Offering for any or no reason whatsoever upon written notification to the Company of their intention to withdraw from such Underwritten Offering prior to the launch of such Underwritten Offering; provided, however, that upon the withdrawal of an amount of Registrable Securities that results in the remaining amount of Registrable Securities included by the Demanding Holders and participating Holders in such Underwritten Offering being less than the Minimum Amount, the Company may cease all efforts to complete the Underwritten Offering and, for the avoidance of doubt, if such efforts are ceased, such Underwritten Offering shall not be counted as an Underwritten Offering for the purpose of the final sentence of subsection 2.1.2. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with an Underwritten Demand prior to its withdrawal under this subsection 2.1.4.

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 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, in good faith, 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 sell, 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; 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 request 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 sell, 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.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration or Underwritten Offering effected pursuant to Section 2.2 of this Agreement shall not be counted as an Underwritten Offering pursuant to an Underwritten Demand effected under Section 2.1 of this Agreement.

2.3 Block Trades Other Coordinated Offerings.

2.3.1 Notwithstanding any other provision of this Article II, but subject to Section 2.4 and Section 3.4, at any time and from time to time when an effective Registration Statement is on file with the Commission,

if a Demanding Holder wishes to engage in (a) an underwritten registered offering not involving a "roadshow," an offer commonly known as a "block trade" (a "***Block Trade***") or (b) an "at the market" or similar registered offering through a broker, sales agent or distribution agent, whether as agent or principal, (an "***Other Coordinated Offering***"), in each case, with a total offering price reasonably expected to exceed, in the aggregate, either (x) $25 million or (y) all remaining Registrable Securities held by the Demanding Holder, then if such Demanding Holder requires any assistance from the Company pursuant to this Section 2.3, such Holder shall notify the Company of the Block Trade or Other Coordinated Offering at least five (5) business days prior to the day such offering is to commence and, as promptly as reasonably practicable, the Company shall use its commercially reasonable efforts to facilitate such Block Trade or Other Coordinated Offering; provided that the Demanding Holders representing a majority of the Registrable Securities wishing to engage in the Block Trade or Other Coordinated Offering shall use commercially reasonable efforts to work with the Company and any Underwriters or brokers, sales agents or placement agents (each, a "***Financial Counterparty***") prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade or Other Coordinated Offering.

2.3.2 Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade or Other Coordinated Offering, a majority-in interest of the Demanding Holders initiating such Block Trade or Other Coordinated Offering shall have the right to submit a written notice of withdrawal to the Company, the Underwriter or Underwriters (if any) and Financial Counterparty (if any) of their intention to withdraw from such Block Trade or Other Coordinated Offering. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Block Trade or Other Coordinated Offering prior to its withdrawal under this subsection 2.3.2.

2.3.3 Notwithstanding anything to the contrary in this Agreement, Section 2.2 shall not apply to a Block Trade or Other Coordinated Offering initiated by a Demanding Holder pursuant to Section 2.3 of this Agreement.

2.3.4 The Demanding Holder in a Block Trade or Other Coordinated Offering shall have the right to select the Underwriters and Financial Counterparty (if any) for such Block Trade or Other Coordinated Offering (in each case, which shall consist of one or more reputable nationally recognized investment banks).

2.3.5 A Holder in the aggregate may demand no more than two (2) Block Trades or Other Coordinated Offerings pursuant to this Section 2.3 in any twelve (12) month period. For the avoidance of doubt, any Block Trade or Other Coordinated Offering effected pursuant to this Section 2.3 shall not be counted as a demand for an Underwritten Offering pursuant to subsection 2.1.2 hereof.

2.4 Restrictions on Registration Rights. If (A) the Holders have requested an Underwritten Offering pursuant to an Underwritten Demand and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; (B) the filing, initial effectiveness, or continued use of a Registration Statement in respect of such Underwritten Offering 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 (C) the Holders have requested an Underwritten Offering pursuant to an Underwritten Demand and in the good faith judgment of a majority of the Board that such Underwritten Offering would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such Registration Statement or the undertaking of such Underwritten Offering 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 or to undertake such Underwritten Offering in the near future and that it is therefore essential to defer the filing of such Registration Statement or undertaking of such Underwritten Offering. In such event, the Company shall have the right to defer 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 outstanding (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 Demanding Holders or any Underwriter 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 outstanding;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters or Financial Counterparty, if any, and the Holders of Registrable Securities included in such Registration or Underwritten Offering or Block Trade, 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, a Block Trade, an Other Coordinated Offering, or sale by a Financial Counterparty pursuant to such Registration, permit a representative of the Holders (such representative to be selected by a majority of the Holders), the Underwriters or other Financial Counterparty facilitating such Underwritten Offering, a Block Trade, Other Coordinated Offering or other 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, Financial Counterparty, attorney, consultant or accountant in connection with the Registration; *provided, however*, that such representatives or Underwriters or Financial Counterparty 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, a Block Trade, an Other Coordinated Offering or sale by a Financial Counterparty pursuant to such Registration (subject to such Financial Counterparty providing such certification or representation reasonably requested by the Company's independent registered public accountants and the Company's counsel), 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, a Block Trade, an Other Coordinated Offering or sale by a Financial Counterparty pursuant to such Registration, on the date the Registrable Securities are 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 or the Financial Counterparty, 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, Financial Counterparty or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to such participating Holders, Financial Counterparty or Underwriter;

3.1.14 in the event of an Underwritten Offering or a Block Trade, or an Other Coordinated Offering or sale by a Financial Counterparty pursuant to such Registration to which the Company has consented, to the extent reasonably requested by such Financial Counterparty in order to engage in such offering, allow the Underwriters or Financial Counterparty to conduct customary "underwriter's due diligence" with respect to the Company;

3.1.15 in the event of any Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a Financial Counterparty pursuant to such Registration, enter into and perform its obligations under an underwriting agreement or other purchase or sales agreement, in usual and customary form, with the managing Underwriter or the Financial Counterparty 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 calendar quarter 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);

3.1.17 if the Registration involves the Registration of Registrable Securities in an Underwritten Offering in excess of the Minimum Amount, 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 or Financial Counterparty if such Underwriter or Financial Counterparty has not then been named with respect to the applicable Underwritten Offering or other offering involving a registration as an Underwriter or Financial Counterparty, 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.

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 Registered 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 Sponsor, to: 2744 Sand Hill Road, Menlo Park, CA 94025, or by email at: phaskopoulos@riverstonellc.com, if to the Company, to: 48 Miller Street, MURARRIE, QLD 4172, Australia, Attention: Mark Anning, or by email at: manning@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, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). 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 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) a Holder of Registrable Securities, (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 the date hereof, and (c) Palantir Technologies Inc., pursuant to its Subscription Agreement with the Company and the SPAC, dated as of July 27, 2021 (as amended), 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 sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement, including the SPAC Registration Rights Agreement, or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

5.7 Term. This Agreement shall terminate upon the earlier of (i) the tenth (10th) anniversary of the date of this Agreement and (ii) with respect to any Holder, the date as of which such Holder ceases to hold any Registrable Securities. The provisions of Article IV shall survive any termination.

[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

By: /s/ Mark Anning
Name: Mark Anning
Title: Secretary

[Signature Page to Registration Rights Agreement]

SPAC:

DECARBONIZATION PLUS ACQUISITION CORPORATION II,
a Delaware corporation

By: /s/ Peter Haskopoulos
Name: Peter Haskopoulos
Title: Chief Financial Officer, Chief Accounting Officer and Secretary

HOLDERS:

DECARBONIZATION PLUS ACQUISITION SPONSOR II, LLC,
a Delaware limited liability company

By: Decarbonization Plus Acquisition Sponsor Manager II, LLC, its Managing Member

By: /s/ Peter Haskopoulos
Name: Peter Haskopoulos
Title: Authorized Person

[Signature Page to Registration Rights Agreement]

/s/ James AC McDermott

James AC McDermott

[Signature Page to Registration Rights Agreement]

/s/ Jeffrey Tepper

Jeffrey Tepper

[Signature Page to Registration Rights Agreement]

/s/ Dr. Jennifer Aaker

Dr. Jennifer Aaker

[Signature Page to Registration Rights Agreement]

/s/ Jane Kearns

Jane Kearns

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

HOLDERS:

Executed by each Holder, who is listed on the Schedule which immediately follows this signature page by its attorneys, who declares that they have received no notice of revocation of that power of attorney, in the presence of:

/s/ Mark Anning
Signature of witness

Mark Anning
Full name of witness

/s/ Mark Anning
Signature of witness

Mark Anning
Full name of witness

/s/ Trevor St. Baker
Signature of attorney

Trevor St. Baker
Full name of attorney

/s/ David Finn
Signature of attorney

David Finn
Full name of attorney

SCHEDULE

No.	Holder	Address	Email Address
1.	St Baker Energy Holdings Pty Ltd ATF St Baker Energy Innovation Trust		
2.	Varley Holdings Pty. Limited		
3.	GGC International Holdings LLC		
4.	Ilwella Pty Ltd		
5.	Finnmax Pty Ltd ATF Finn Family Trust		
6.	James Kennedy ATF Kennedy Family Trust		
7.	Sernik Pty Ltd ATF Sernia Family Trust		
8.	Bernard Brian Walsh		
9.	Geoffrey Ralph Walker		
10.	LRSR Pty Ltd ATF Beaumont Investment Trust		
11.	Mariva Investments Pty Ltd ATF Mariva Property Trust		
12.	Panic Super Pty Ltd ATF Panic Superannuation Fund		
13.	Franunta Super Pty Ltd ATF Franunta Superannuation Fund		
14.	Opnet Pty Ltd ATF The Opnet Trust		
15.	Greengrid Investment Holding Group Pty Ltd		
16.	Retail Bids Limited		
17.	Elda Electronics Pty Ltd		

No.	Holder	Address	Email Address
18.	Grenning Family Super Pty Ltd ATF Grenning Family Superannuation Fund		
19.	Dana Nicole Murphy ATF Banbury Place Investment Trust		
20.	Thimios Super Pty Ltd ATF Thimios Superannuation Fund		
21.	Tambleview Pty Ltd ATF Tambleview Property Trust		
22.	Morris Equity Investments Pty Ltd ATF The KDLM Trust Account		
23.	BS & PL McSweeney Pty Ltd ATF McSweeneys Pharmacy Superannuation Fund No 2		
24.	Joseph Lelkes		
25.	Ballachanda Vikram Cariappa		
26.	Lars Christer Wille		
27.	Michael Walton and Cho Walton		
28.	Brendan Pearce		
29.	Siew Ben Wong		
30.	Ashley Scott Ballinger		
31.	Satya Devanand Verma		
32.	Alexander Rudzki		
33.	Christopher Crossman		
34.	Dion Sumpton		
35.	Michael Walton		

No.	Holder	Address	Email Address
36.	Peter Coe		
37.	Sherwin Bell		
38.	Shelley Farrell		
39.	Calem Walsh		
40.	Marcelo Salgado		
41.	David Toomey ATF David James Toomey Family Trust		
42.	Luke Hovington		
43.	Peter Earl		
44.	Jordan Pierce		
45.	Paul McWilliams		
46.	Xavier Casley		
47.	Francis Viviers		
48.	Cameron Swales		
49.	David Blum		
50.	Matthew Finn		
51.	Tobias Sonnenburg		
52.	Michael Russo		
53.	Michael Boylson ATF Boylson Trust		

No.	Holder	Address	Email Address
54.	Daniel Stephen Kermode		
55.	Gunasiri Family Super Pty Ltd ATF Gunasiri Family Super Fund		
56.	Beata Grzegorczyk		
57.	Paul Hewitt		
58.	Nicholas Ockhuisen		
59.	Bikash Pandey		
60.	Lili Zhang		
61.	Bradley Alan Cran		
62.	Stefan Gotz		
63.	Peter Blyth		
64.	Ben Guymer		
65.	Yi Tang		
66.	Mao Li		
67.	Arron Lee		
68.	Richard Kosik		
69.	Jeroen Jonker		
70.	James Greg Lary		
71.	Cindy Carruthers		

No.	Holder	Address	Email Address
72.	Dennis Pascual and Carolyn Pascual		
73.	Dion Schulz		
74.	Manuel Fernandes		
75.	Daniel McInnes		
76.	Stephen James		
77.	Harrison Hume		
78.	Tom Fraser		
79.	Bill McKay-Lowndes		
80.	Sean Giuricin		
81.	Grant Kennedy		
82.	Alana Churchward		
83.	Daniel Kerr		
84.	Jason Wayenberg		
85.	Eileen Chan Kee		
86.	Nasir Basha		
87.	Toatele Siulai		
88.	Chuan Hsien Hung		
89.	Wayne Blair		

No.	Holder	Address	Email Address
90.	Jake Arnold		
91.	Cameron McDougall		
92.	Vinay Kumar		
93.	Brooke Nyman		
94.	Vikram Gill		
95.	Eliezer Pasno		
96.	Richard Abarintos		
97.	Raza Aftab		
98.	Jason Bray		
99.	Paul Burnett		
100.	Asad Riaz		
101.	Eglicila De Leiuen		
102.	Easter Faamatuainu		
103.	Darryl Haslet		
104.	Rajib Paul		
105.	Dianne Poynter		
106.	Siolo Pule		
107.	Emmanuel Ramirez		

No.	Holder	Address	Email Address
108.	Martin Rohde		
109.	Dominic Russo		
110.	Dick Sen		
111.	Michelle Stevenson		
112.	Melanie Dooley		
113.	Michael Vagg		
114.	Michael Boylson		
115.	Seshan Weeratunga		
116.	Shen Xie		
117.	Ger Yang		
118.	David Toomey		
119.	Hinton Holdings (Australia) Pty Ltd ATF Paton Family Superannuation Fund		
120.	Tri-Anta Pty Ltd ATF The Rose Family Trust		
121.	Fabbrostone Pty Ltd		
122.	Rostfay Pty Ltd ATF Tritium Unit Trust		
123.	Isabella Pennefather Pty Ltd		
124.	Coolah Holdings Pty Ltd ATF The Lambert Family Trust		
125.	Big Bucket Car Wash Pty Ltd ATF Miller Owen Family Trust		

No.	Holder	Address	Email Address
126.	Simon and Zena Clark ATF Size Super Fund		
127.	Simon Clark and Zena Clark		
128.	Robert Llewellyn Davies		
129.	DB & MJ Overell ATF Overell Superannuation Fund		
130.	Elizabeth Abegg Pty Ltd		
131.	New Lake 10 BV		
132.	Jezal Securities Pty Ltd		
133.	Wholesale Diving Supplies Pty Ltd		
134.	Ian McBain Holland		
135.	S.M. Robinson PAF Pty Ltd		
136.	Warringah Theatres Pty Ltd		
137.	Aidan Clarke		
138.	Brandon Barron		
139.	Brett Meredith		
140.	Jacoba Gerritsen		
141.	Harry Watson		
142.	James Martin		
143.	Kei Nakahara		

No.	Holder	Address	Email Address
144.	Mark Anning		
145.	Michelle Lofthouse		
146.	Nicholas Keeling		
147.	Paul Forbes		
148.	Rachel Walsh		
149.	Stephan Sommerschuh		
150.	Timo Bellgardt		
151.	Todd Lamb		
152.	Jane Hunter		
153.	Michael Hipwood		
154.	Nicholas Coghlan		
155.	Celine Roche		
156.	Arvin Lobo		
157.	Aaron Palm		
158.	Adrian Santos		
159.	Archana Singh		
160.	Berto Di Pasquale		
161.	Bishoy Garas		

No.	Holder	Address	Email Address
162.	Brie’Anna Ihle		
163.	Byung Guk Kim		
164.	Brigitte Kirk		
165.	Brendan O’Brien		
166.	Chirag Kheni		
167.	Cathie Seed		
168.	Christopher Watts		
169.	Emmanuel Abellana		
170.	Emelita Newton		
171.	Ester Ranson		
172.	Eric Talatonu		
173.	Fabio Mureddu		
174.	Gavin Reid		
175.	Isaac Dimanstein		
176.	Jessica Castro		
177.	Jeanette Choi		
178.	John Gorman		
179.	Janaka Weerathunga Yapa Seneviratne		

No.	Holder	Address	Email Address
180.	Jainandra Sharma		
181.	Jack Siaki		
182.	Janelle Walker		
183.	Karl Erakovic		
184.	Katherine Molloy		
185.	Karen Smetzer		
186.	Leah Hodgkinson		
187.	Linda Turner		
188.	Melinda Batley-Ole Keko		
189.	Menchie Findling		
190.	Mitchell Paul		
191.	Mario Punzalan		
192.	Michael Robinson		
193.	Massoud Sabzali		
194.	Morgan Welch		
195.	Norlito Apiado Corpuz		
196.	Peter Brighouse		
197.	Phuoc Tran		

No.	Holder	Address	Email Address
198.	Rohit Darodkar		
199.	Rajesh Mohanrajvetrivel		
200.	Raina Peta		
201.	Rodolfo Tarroja		
202.	Ravina Tong		
203.	Ryan Watson		
204.	Suresh Kumar Parthibhan		
205.	Shelley Palmer		
206.	Sharon Pulford		
207.	Sugandha Sahdev		
208.	Scott Sullivan		
209.	Sandi Tolic		
210.	Sherwin Upao		
211.	Jinling Jiang		
212.	Trung Thanh Le		
213.	Thushan Viswakula		
214.	Vijayachandran Balachandra		
215.	Veronika Squires		

No.	Holder	Address	Email Address
216.	William Bernard		
217.	Wynne Garcia		
218.	Yee Yang		
219.	Tau Aroha Kaili Grace		
220.	Ariane Lodeiro Robinson		
221.	Bernie Lui		
222.	Brett McConnie		
223.	Chaitanya Chigurupati		
224.	Christian Hewitt		
225.	Chandra Kachana		
226.	Daniel Rach		
227.	Dungston Tharmaseelan		
228.	Darren Tuer		
229.	Dale Ware		
230.	Francis Torres		
231.	Gavin Gyles		
232.	Herbert Gora		
233.	Hemaben Panchal		

No.	Holder	Address	Email Address
234.	Ilona Lazareva		
235.	Johannes Baumbach		
236.	Jarrad Beard		
237.	Jay Buenvenida		
238.	John Cotterill		
239.	Jan Sapper		
240.	Jagjit Singh		
241.	Jeremy Street-Thomas		
242.	Jakub Tkaczyk		
243.	Jarrod Tuxworth		
244.	Jarryn Wise		
245.	Kelley Mann		
246.	Kevin Van Der Donk		
247.	Lekshmy Girija Jayakumar		
248.	Leslie Smith		
249.	Mathew Fox		
250.	Muhammad Hamza		
251.	Nathan Dunlop		

No.	Holder	Address	Email Address
252.	Natalia Figueroa Sanchez		
253.	Prakash Devaraj		
254.	Phonechareun Ngo		
255.	Patrick Smith		
256.	Renee Healy		
257.	Ryan Lonergan		
258.	Richard Maclean		
259.	Roy Phillips		
260.	Raaj Sahdev		
261.	Satish Kumar		
262.	Sworoba Oyet Kep		
263.	Steven Taylor		
264.	St John Marsden		
265.	Travis Howse		
266.	Theresa Ramsey		
267.	Umer Farooq		
268.	Vincent De Denus		
269.	Vivien Wei Ping Wong		
270.	Yolanda Barber		

No.	Holder	Address	Email Address
271.	Yogendrasinh Chauhan		
272.	Yifan Yu		
273.	Zhitao Liu		
274.	Bernardo Blanco Uribe Sosa		
275.	Brice Fallon-Freeman		
276.	Bartosz Janiszewski		
277.	Binil Karakunnel Jose		
278.	Byung Ho Min		
279.	Ba Vuong Tran		
280.	Clint Newdick		
281.	Daryl Moon		
282.	Dane Muldoon		
283.	Eischwar Preet Singh Grewal		
284.	Elizabeth Williams		
285.	Gareth Taylor		
286.	Gioan Tran		
287.	Ismail Yasik		
288.	Julian Davis		

No.	Holder	Address	Email Address
289.	James Mulliss		
290.	Jackie O’Hagan		
291.	Jimmy Yuk Ong Ting		
292.	John Kennedy		
293.	Katherine Van Der Meer		
294.	Mitchell Burling		
295.	Meena Kumari		
296.	Michael Larcombe		
297.	Matthew Smith		
298.	Pierre Jordaan		
299.	Richard Luce		
300.	Shane Atkinson		
301.	Salpadoru Thuppahige Chamara Udayangana		
302.	Wayne Jenkins		
303.	Fergus O’Donnell		
304.	Jason Sinokula		
305.	Raluca Strugaru		
306.	Jarrod Wilson		

No.	Holder	Address	Email Address
307.	Kararaina Kopa		
308.	MD Al Amin		
309.	Justin Russom		

Exhibit 10.2

FORM OF OPTION AGREEMENT

This OPTION AGREEMENT (this "Option Agreement") is entered into this 13th day of January, 2022, by and among Tritium DCFC Limited (ACN 650 026 314), an Australian public company (the "Issuer"), and the undersigned ("Holder").

WHEREAS, on May 25, 2021, Decarbonization Plus Acquisition Corporation II, a Delaware corporation ("DCRN"), Tritium Holdings Pty Ltd (ACN 145 324 910), an Australian proprietary company ("Tritium"), the Issuer and Hulk Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Issuer ("Merger Sub"), entered into that certain Business Combination Agreement (as it may be amended, restated or otherwise modified from time to time, the "Business Combination Agreement") detailing, among other things, the acquisition by the Issuer of the issued and outstanding equity interests in Tritium and the merging of DCRN with and into Merger Sub, in each case, on the terms and subject to the conditions set forth therein (the "Business Combination");

WHEREAS, the Business Combination was consummated on January 13, 2022 (the "Business Combination Closing Date");

WHEREAS, the Issuer expects to pursue additional financing in order to fund its capital needs (the "Post-Closing Financing");

WHEREAS, in connection with the Post-Closing Financing, on the terms and subject to the conditions set forth in this Option Agreement, the Holder desires to commit to purchase from the Issuer at the option of the Issuer, and the Issuer desires to grant to the Holder a contingent right to subscribe for and purchase from the Issuer (the "Option") up to [●] ordinary shares in the capital of the Issuer (the "Option Shares") for a purchase price of $6.00 per share (the "Exercise Price");

WHEREAS, in connection with the Post-Closing Financing, certain other institutional "accredited investors" (as such term is defined in Rule 501(a) under the Securities Act of 1933, as amended (the "Securities Act")) or "qualified institutional buyers" (as defined in Rule 144A under the Securities Act) have entered, or may enter, into option agreements with the Issuer substantially similar to this Option Agreement, pursuant to which such investors (the "Other Holders") will have the contingent right (at the Issuer's discretion), on the terms and subject to the conditions set forth in such option agreements, to subscribe for and purchase ordinary shares in the capital of the Issuer ("Ordinary Shares") at the Exercise Price (the "Other Option Agreements").

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants, and subject to the conditions, herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Option.

(a) Subject to the conditions set forth below, the Issuer hereby grants to the Holder the contingent right to purchase, and the Holder hereby commits to subscribe for and purchase, in each case in accordance with the terms and conditions set forth herein, the Option

Shares at the Exercise Price. For the avoidance of doubt, this Option may only be exercised, and the Option Shares may only be subscribed for and purchased, by a Holder (i) upon issuance of an Exercise Notice (as defined below) by the Issuer to such Holder and (ii) pursuant to the terms of Section 1(b) and Section 2 hereof.

(b) At any time after the Closing and until the date that is 60 days after the Closing (the "Outside Date"), the Issuer may deliver an Exercise Notice to the Holder requiring the Holder to exercise some or all of the unexercised portion of this Option in accordance with the terms hereof; provided that, as of the date on which the Issuer provides the Exercise Notice to the Holder, the Issuer has also provided notice to the Other Holders of its election to require the Other Holders to exercise a pro rata portion of the unexercised portion of their respective options. The Option automatically lapses at 5:00 p.m. Eastern time on the Outside Date.

2. Exercise Procedure.

(a) In connection with any exercise of this Option pursuant to Section 1 of this Option Agreement, the Issuer shall deliver an irrevocable written notice (the "Exercise Notice") to Holder stating that the Issuer is exercising its rights pursuant to Section 1 of this Option Agreement and specifying (i) the number of Option Shares to be subscribed for and acquired by the Holder, (ii) the aggregate Exercise Price for such Option Shares, (iii) the date on which the exercise of the Option in respect of such Option Shares is to be consummated, which date shall be at least twenty-one (21) days after the date the Exercise Notice is delivered to the Holder, or such shorter period of time agreed to by the Holder (the "Exercise Closing Date"); provided that the Exercise Closing Date shall be the same date as the exercise of the pro rata portion of the options under the Other Option Agreements will be consummated, and (iv) the wire instructions for delivery of the applicable Exercise Price to the Issuer. The Issuer shall not be permitted to deliver more than two (2) Exercise Notices to a given Holder during the term of this Option Agreement, except in the event any such Exercise Notice is withdrawn by the Issuer prior to consummation of the exercise of the Option pursuant to such Exercise Notice. Subject to the terms and conditions of this Option, on any such Exercise Closing Date, the Holder shall exercise this Option and subscribe for and acquire Option Shares in accordance with the terms set forth in this Option Agreement and the Exercise Notice.

(b) The Holder shall deliver to the Issuer, on or prior to the date that immediately precedes the applicable Exercise Closing Date, the applicable Exercise Price in cash via wire transfer to the account specified in the Exercise Closing Notice. On each applicable Exercise Closing Date, the applicable Exercise Price shall be released against and concurrently with delivery by the Issuer to Holder of (i) the applicable Option Shares in book entry form, free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws), in the name of Holder (or its nominee in accordance with its delivery instructions ("Nominee")) or to a custodian designated by Holder, as applicable, and (ii) a copy of the records of, or correspondence from, the Issuer's transfer agent reflecting Holder (or its Nominee) as the owner of the applicable Option Shares on and as of the applicable Exercise Closing Date. In the event this Option Agreement terminates prior to an Exercise Closing Date, the Issuer shall promptly (but not later than two (2) business days thereafter) return the applicable Exercise Price, if already paid by the Holder, to Holder by wire transfer of U.S. dollars in immediately available funds to the account specified by the Holder. For the purposes of this

Option Agreement, (x) “business day” means any day other than a Saturday, Sunday or a day on which the Federal Reserve Bank of New York is closed and (y) a reference to “$” or “dollars” is to the currency of the United States of America unless denominated otherwise.

(c) This Option Agreement serves as an application by the Holder for the allotment of the Option Shares on the applicable Exercise Closing Date for those Option Shares and accordingly it will not be necessary for the Holder to provide a separate (additional) application on or prior to the applicable Exercise Closing Date for those Option Shares. The Holder agrees to be bound by the constitution of the Issuer upon the issue to the Holder of any Option Shares.

(d) The obligation of the Issuer to consummate the transactions contemplated hereunder are subject to the satisfaction on each Exercise Closing Date, or, to the extent permitted by applicable law, the written waiver by the Issuer, of each of the following conditions:

(i) all representations and warranties of the Holder contained in this Option Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Holder Material Adverse Effect (as defined below), which representations and warranties shall be true and correct in all respects) at and as of the applicable Exercise Closing Date (except for representations and warranties made as of a specific date, which shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Holder Material Adverse Effect, which representations and warranties shall be true in all respects) as of such date);

(ii) the Holder shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Option Agreement to be performed, satisfied or complied with by it at or prior to the applicable Exercise Closing Date;

(iii) no governmental authority shall have enacted, issued, promulgated, enforced or entered any judgment, order, law, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and has the effect of making the exercise of the Option or the consummation of the subscription for and acquisition of Option Shares illegal or otherwise preventing or prohibiting exercise of the Option or the consummation of the purchase of the Option Shares

(iv) no suspension of the offering or sale of the Option Shares shall have been initiated or, to the Issuer’s knowledge, threatened, by the Securities and Exchange Commission (the “Commission”) or the Australian Securities and Investments Commission (“ASIC”).

(e) The obligations of the Holder to consummate the transactions contemplated hereunder are subject to the satisfaction on each Exercise Closing Date, or, to the extent permitted by applicable law, the written waiver by Holder, of each of the following conditions:

(i) all representations and warranties of the Issuer contained in this Option Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Material Adverse Effect, which representations

and warranties shall be true and correct in all respects) at and as of each Exercise Closing Date (except for representations and warranties made as of a specific date, which shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Material Adverse Effect, which representations and warranties shall be true in all respects) as of such date);

(ii) the Issuer shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Option Agreement to be performed, satisfied or complied with by it at or prior to each Exercise Closing Date, except where the failure of such performance, satisfaction or non-compliance would not or would not reasonably be expected to prevent, materially delay or materially impair the ability of the Issuer to consummate its obligations under this Option Agreement;

(iii) no governmental authority shall have enacted, issued, promulgated, enforced or entered any judgment, order, law, rule or regulation (whether temporary, preliminary or permanent) which is then in effect and has the effect of making the exercise of the Option or the consummation of the subscription for and acquisition of Option Shares illegal or otherwise preventing or prohibiting exercise of the Option or the consummation of the purchase of the Option Shares;

(iv) the Option Shares shall have been approved for listing on the The Nasdaq Stock Market LLC (such exchange, the "Exchange");

(v) no suspension of the offering, issue or sale of the Option Shares shall have been initiated or, to Issuer's knowledge, threatened, by the Commission or ASIC; and

(vi) to the extent applicable, there shall have been no amendment, waiver or modification to any Other Option Agreements that materially benefits any Other Holders unless Holder has been offered substantially similar benefits in writing.

(f) On each Exercise Closing Date, the parties hereto shall execute and deliver such additional documents and take such additional actions as the parties reasonably may deem to be practical and necessary in order to consummate the exercise of the Option as contemplated by this Option Agreement and the applicable Exercise Notice.

3. Issuer Representations and Warranties. The Issuer represents and warrants that:

(a) The Issuer is a corporation registered and validly existing under the Australian Corporations Act 2001 (Cth) ("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 Option Agreement.

(b) The Holder will subscribe for and acquire on each Exercise Closing Date (i) the full legal and beneficial ownership of the applicable Option Shares free and clear of all encumbrances, subject to the registration of the Holder in the register of shareholders; (ii) the applicable Option Shares that have been duly authorized and validly issued by the Issuer; (iii) the applicable Option Shares free of competing rights, including pre-emptive rights or rights of first refusal; and (iv) the applicable Option Shares that are fully paid and have no money owing in respect of them (assuming full payment therefor in accordance with the terms of this Option Agreement).

(c) This Option Agreement, and the Other Option Agreements, if any, entered into on or prior to the date hereof, have been duly authorized, executed and delivered by the Issuer and constitute the valid and legally binding obligation of the Issuer, enforceable against the Issuer in accordance with their 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.

(d) Assuming the accuracy of Holder's representations and warranties set forth in Section 4 of this Option Agreement, the execution and delivery by the Issuer of the this Option Agreement and the Other Option Agreements, and the performance by the Issuer of its obligations under this Option Agreement and the Other Option Agreements, including the grant of the Option and issuance and sale of the Option 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 Issuer pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound or to which any of the property or assets of the Issuer 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 Issuer (a "Material Adverse Effect") or materially affect the validity of the Option or the Option Shares or the legal authority of the Issuer to comply in all material respects with the terms of this Option Agreement; (ii) the constitution of the Issuer as amended or varied from time to time (the "Constitution") or other organizational documents (as applicable) of the Issuer; 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 Issuer 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 Option or the Option Shares or the legal authority of the Issuer to comply in all material respects with this Option Agreement.

(e) Other than the warrants to purchase Ordinary Shares, there are no securities or instruments issued by or to which the Issuer is a party containing anti-dilution or similar provisions that will be triggered by the issuance of (i) the Option or the Option Shares or (ii) the options or shares pursuant to the Other Option Agreements, in each case, that have not been validly waived.

(f) Assuming the accuracy of Holder's representations and warranties set forth in Section 4 of this Option Agreement, the Issuer 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 organizational documents of the Issuer, (ii) any loan or credit agreement, guarantee, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which the Issuer is now a party or by which the Issuer'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 Issuer 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.

(g) Assuming the accuracy of Holder's representations and warranties set forth in Section 4 of this Option Agreement, the Issuer 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 Issuer of this Option Agreement (including, without limitation, the issuance of the Option and the Option Shares), other than (i) the filing with the Commission of the Registration Statement (as defined below), (ii) filings required by applicable U.S. state or federal or Australian securities laws, (iii) filings required by the Exchange, 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 Issuer's ability to consummate the transactions contemplated hereby, including the sale and issuance of the Option and the Option Shares.

(h) As of the date of this Option Agreement, the Issuer has the share capital and outstanding indebtedness described in the SEC Documents (as defined below) or as otherwise disclosed by the Issuer. All issued Ordinary Shares have been duly authorized and validly issued, are fully paid and are non-assessable and are not subject to preemptive rights. Except as described in the SEC Documents or as otherwise disclosed by the Issuer, and other than the Other Option Agreements, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from the Issuer any Ordinary Shares or other equity interests in the Issuer, or securities convertible into or exchangeable or exercisable for such equity interests. As of the date hereof, the Issuer has no subsidiaries (other than, before consummation of the Business Combination, Merger Sub, and, in addition, after consummation of the Business Combination, each of DCRN, Tritium and each subsidiary of Tritium) 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 Issuer is a party or by which it is bound relating to the voting of any securities of the Issuer, other than as set forth in the SEC Documents or as otherwise disclosed by the Issuer.

(i) The Issuer has not received any written communication from a governmental entity alleging that the Issuer 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.

(j) Assuming the accuracy of Holder's representations and warranties set forth in Section 4 of this Option Agreement, no registration under the Securities Act is required for the offer and sale of the Option or the Option Shares by the Issuer to the Holder in the manner contemplated by this Option Agreement.

(k) Neither the Issuer 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 Option and the Option Shares.

(l) The Issuer has not entered into any side letter or similar agreement with any Other Holder pursuant to Other Option Agreements or any other investor in connection with such investor's direct or indirect investment in the Issuer other than (i) the Business Combination Agreement, (ii) the Other Option Agreements, (iii) agreements or forms thereof that have been publicly filed by the Issuer via the Commission's EDGAR system, and (iv) contracts with respect to the sale, supply, marketing or distribution of goods or services by operating companies. No Other Option Agreement (other than any Other Option Agreements entered into by investment companies registered under the Investment Company Act or investors advised by an investment adviser subject to regulation under the Investment Advisers Act) contains terms (economic or otherwise) more favorable to any such other Holders than as set forth in this Option Agreement. The Other Option Agreements have not been amended or waived in any material respect and reflect the same Exercise Price and economic terms that are no more favorable to any such Other Holder thereunder than the economic terms of this Option Agreement.

(m) There is no (i) suit, action, proceeding, or arbitration pending, or, to the Issuer's knowledge, threatened against the Issuer or (ii) judgment, decree, injunction, ruling or order of any governmental entity or arbitrator outstanding against the Issuer, 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.

(n) The Issuer 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 Option or the Option Shares.

(o) None of the Issuer, 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 of the issuance of any of the Option or the Option Shares under the Securities Act, whether through integration with prior offerings pursuant to Rule 502(a) of the Securities Act or otherwise.

(p) The Issuer and its affiliates will not directly or indirectly use the proceeds from the exercise of the Option or issuance of any Option 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 (as defined below), (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 Crimea region 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.

(q) The Issuer is not, and immediately after receipt of payment by the Issuer for the Option Shares will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(r) The Issuer 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 Issuer with the Commission since the first date on which any class of securities of the Issuer 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 Issuer has timely filed each report, statement, schedule, prospectus, and registration statement that the Issuer 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.

4. Holder Representations and Warranties. Holder represents and warrants to the Issuer in respect of itself or any Nominee (and a reference to Holder in this clause 4 shall include such Nominee) that:

(a) 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 Option Agreement.

(b) This Option Agreement has been duly authorized, executed and delivered by Holder. This Option 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.

(c) 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 Option Agreement.

(d) The execution and delivery by Holder of this Option Agreement, and the performance by Holder of its obligations under this Option Agreement, including accepting the grant of the Option, the subscription for and purchase of the Option 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 Option 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 Option Agreement.

(e) 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 Option and, to the extent exercised, the Option Shares, only for its own account, or if Holder is acquiring the Option and the Option 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 Option or, to the extent exercised, the Option 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.

(f) Holder understands that the Option and the Option Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Option and the Option Shares have not been registered under the Securities Act. Holder understands that the Option and the Option 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 Issuer 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, (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, and that any certificates or book-entry records representing the Option Shares shall contain the legend set forth in Section 7(a). Holder acknowledges that the Option Shares will not be eligible for resale pursuant to Rule 144A promulgated under the Securities Act. Holder understands and agrees that the Option Shares will be subject to the foregoing restrictions and, as a result, Holder may not be able to readily resell the Option Shares and may be required to bear the financial risk of an investment in the Option 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 Option Shares.

(g) Holder understands and agrees that Holder is purchasing the Option and the Option Shares directly from the Issuer. Holder further acknowledges that there have been no representations, warranties, covenants and agreements made to Holder by the Issuer or any of its officers or directors, expressly or by implication, other than those representations, warranties, covenants and agreements included in this Option Agreement.

(h) Holder's acquisition and holding of the Option and the Option 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.

(i) In making its decision to accept the grant of the Option and subscribe for and purchase, to the extent exercised, the Option 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 Option and the Option 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 Option and the Option Shares.

(j) Holder became aware of this offering of the Option and the Option Shares solely by means of direct contact between Holder and the Issuer or a representative of the Issuer, and the Option and the Option Shares were offered to Holder solely by direct contact between Holder and the Issuer or a representative of the Issuer. Holder acknowledges that the Issuer represents and warrants that the Option and the Option 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.

(k) Holder acknowledges that it is aware that there are substantial risks incident to the subscription for, purchase and ownership of the Option and the Option 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 Option and the Option 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 Option and the Option Shares, and Holder has sought such accounting, legal, economic and tax advice as Holder has considered necessary to make an informed investment decision. Accordingly, Holder acknowledges that the offering of the Option and the Option Shares meets the institutional account exemptions from filing under FINRA Rule 2111(b).

(l) 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 Option and the Option Shares and determined that the Option and the Option 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 Issuer. Holder acknowledges specifically that a possibility of total loss exists.

(m) Holder understands and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Option or the Option Shares or made any findings or determination as to the fairness of an investment in the Option or the Option Shares.

(n) Holder is not (i) a person or entity named on 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 ("OFAC") (collectively "OFAC Lists"), (ii) owned or controlled by, or acting on behalf of, a person, that is named on an OFAC List, (iii) 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, Sudan, Syria, the Crimea region of Ukraine, or any other country or territory embargoed or subject to substantial trade restrictions by the United States, (iv) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (v) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Holder represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. section 5311 et seq.), as amended by the USA PATRIOT Act of 2001 (together with its implementing regulations, the "BSA/PATRIOT Act"), that Holder maintains policies and procedures reasonably designed to comply with the BSA/PATRIOT Act. Holder also represents that, to the extent required, it maintains policies and procedures reasonably designed to ensure compliance with OFAC-administered sanctions programs, including screening its investors against the OFAC Lists. Holder further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Holder and used to subscribe for and purchase the Option Shares were legally derived.

(o) 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 Issuer 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 Option 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 Option 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 Option Shares; and (ii) its subscription for and purchase of the Option 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.

(p) Holder at each Exercise Closing Date will have sufficient funds to pay the applicable Exercise Price pursuant to Section 2(a).

(q) 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).

(r) 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).

(s) 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.

(t) If Holder is located in Oman, it represents and warrants that it is a sophisticated investor (as described in Article 139 of the Executive Regulations of the Capital Market Law).

(u) Holder or its Nominee has not (i) gone, or proposed to go, into liquidation; (ii) passed a winding up resolution or commenced steps for winding up or dissolution; (iii) received a deregistration notice under section 601AB of the Corporations Act or any communication from ASIC that might lead to such a notice or applied for deregistration under section 601AA of the Corporations Act; (iv) presented or threatened with a petition or other process for winding up or dissolution and, so far as the Holder is aware, there are no circumstances justifying a petition or other process; and (v) entered into, or taken steps or proposed to enter into, any arrangement, compromise or composition with or assignment for the benefit of its creditors or class of them. No receiver, receiver and manager, judicial manager, liquidator, administrator, official manager has been appointed, or is threatened or expected to be appointed, over the whole or a substantial part of the undertaking or property of the Holder or its Nominee, and, so far as the Holder is aware, there are no circumstances justifying such an appointment.

(v) Holder has not entered into a binding commitment to sell or otherwise transfer the Option Shares.

5. Registration Rights.

(a) The Issuer agrees (i) to use commercially reasonable efforts to file within thirty (30) calendar days after the Business Combination Closing Date (the "Filing Date") a registration statement on Form F-1 registering the resale of issued Option Shares (the "Registration Statement"), (ii) to use commercially reasonable efforts to cause the Registration Statement to be declared effective under the Securities Act as soon as practicable after the filing thereof but no later than the earlier of (a) the 60th calendar day (or 90th calendar day if the Commission notifies the Issuer that it will "review" the Registration Statement) following the Business Combination Closing Date and (b) the 10th business day after the date the Issuer 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 Option Agreement; *provided*, *however*, that the Issuer's obligations to include the Option Shares in the Registration Statement are contingent upon Holder furnishing in writing to the Issuer such information regarding Holder, the securities of the

Issuer held by Holder and the intended method of disposition of the Option Shares as shall be reasonably requested by the Issuer to effect the registration of the Option Shares, and Holder shall execute such documents in connection with such registration as the Issuer may reasonably request that are customary of a selling stockholder in similar situations, including providing that the Issuer shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement as permitted hereunder; 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 Option Shares. The Issuer shall maintain the Registration Statement in accordance with the terms of this Section 5 and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep such Registration Statement continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Option Shares included on such Registration Statement. The Issuer shall use its commercially reasonable efforts to convert the Form F-1 to a Form F-3 as soon as practicable after the Issuer is eligible to use Form F-3. For purposes of clarification, any failure by the Issuer to file the Registration Statement by the Filing Date or to effect such Registration Statement by the Effectiveness Date shall not otherwise relieve the Issuer of its obligations to file or effect the Registration Statement as set forth above in this Section 5.

(b) In the case of the registration effected by the Issuer pursuant to this Option Agreement, the Issuer shall, upon reasonable request, inform Holder as to the status of such registration. At its expense the Issuer shall:

(i) except for such times as the Issuer is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration continuously effective with respect to Holder, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until the earliest of the following: (i) Holder ceases to hold any Option Shares, (ii) the date all Option Shares held by Holder may be sold without restriction under Rule 144, including without limitation, any volume and manner of sale restrictions which may be applicable to affiliates under Rule 144 and without the requirement for the Issuer to be in compliance with the current public information required under Rule 144(c)(1) (or Rule 144(i)(2), if applicable), and (iii) two (2) years from the "Effective Date" of the Registration Statement. "Effective Date" as used herein shall mean the date on which the Registration Statement is first declared effective by the Commission;

(ii) advise Holder within five (5) business days:

(1) when a Registration Statement or any amendment thereto has been filed with the Commission and when such Registration Statement or any post-effective amendment thereto has become effective;

(2) of any request by the Commission for amendments or supplements to any Registration Statement or the prospectus included therein or for additional information;

(3) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(4) of the receipt by the Issuer of any notification with respect to the suspension of the qualification of the Option Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(5) subject to the provisions in this Option Agreement, of the occurrence of any event that requires making changes in any Registration Statement or prospectus so that, as of such date, any Registration Statement does not contain an untrue statement of a material fact or does not omit to state a material fact required to be stated therein not misleading, or any prospectus does not include an untrue statement of a material fact or does not omit to state a material fact necessary to make the statements therein, in the case of a prospectus, in the light of the circumstances under which they were made, not misleading.

Notwithstanding anything to the contrary set forth herein, the Issuer shall not, when advising Holder of such events, provide Holder with any material, nonpublic information regarding the Issuer other than to the extent that providing notice to Holder of the occurrence of the events listed in (1) through (5) above constitutes material, nonpublic information regarding the Issuer;

(iii) use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement as soon as reasonably practicable;

(iv) upon the occurrence of any event contemplated above, except for such times as the Issuer is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Option Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(v) use its commercially reasonable efforts to cause all Option Shares to be listed on each securities exchange or market, if any, on which the Ordinary Shares issued by the Issuer have been listed; and

(vi) use its commercially reasonable efforts to take all other steps necessary to effect the registration of the Option Shares contemplated hereby and to enable Holder to sell the Option Shares under Rule 144.

(c) Notwithstanding anything to the contrary in this Option Agreement, the Issuer shall be entitled to delay or postpone the effectiveness of the Registration Statement, and from time to time to require Holder not to sell under the Registration Statement or to suspend the effectiveness thereof, if the negotiation or consummation of a transaction by the Issuer or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event the

Issuer's board of directors reasonably believes, upon the advice of legal counsel, would require additional disclosure by the Issuer in the Registration Statement of material information that the Issuer has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Issuer's board of directors, upon the advice of legal counsel, to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "Suspension Event"); *provided*, *however*, that the Issuer may not delay or suspend the Registration Statement on more than two occasions or 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 Issuer of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or any related prospectus includes any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made not misleading, Holder agrees that (i) it will immediately discontinue offers and sales of the Option Shares under the Registration Statement until Holder receives copies of a supplemental or amended prospectus (which the Issuer agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Issuer that it may resume such offers and sales, and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Issuer unless otherwise required by law or subpoena. If so directed by the Issuer, Holder will deliver to the Issuer or, in Holder's sole discretion destroy, all copies of the prospectus covering the Option Shares in Holder's possession; *provided*, *however*, that this obligation to deliver or destroy all copies of the prospectus covering the Option Shares shall not apply (i) to the extent Holder is required to retain a copy of such prospectus (a) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (b) in accordance with a bona fide pre-existing document retention policy or (ii) to copies stored electronically on archival servers as a result of automatic data back-up.

(d) Holder may deliver written notice (including via email in accordance with Section 7(p)) (an "Opt-Out Notice") to the Issuer requesting that Holder not receive notices from the Issuer otherwise required by this Section 5; *provided*, *however*, that Holder may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Holder (unless subsequently revoked), (i) the Issuer shall not deliver any such notices to Holder and Holder shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Holder's intended use of an effective Registration Statement, Holder will notify the Issuer in writing at least two (2) business days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 5(d)) and the related suspension period remains in effect, the Issuer will so notify Holder, within one (1) business day of Holder's notification to the Issuer, by delivering to Holder a copy of such previous notice of Suspension Event, and thereafter will provide Holder with the related notice of the conclusion of such Suspension Event immediately upon its availability.

(e) The Issuer shall, notwithstanding any termination of this Option Agreement, indemnify, defend and hold harmless Holder (to the extent a seller under the Registration Statement), its directors, officers, agents, employees and each person who controls

Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the fullest extent permitted by applicable law, from and against any and all out-of-pocket losses, claims, damages, liabilities, costs (including, without limitation, reasonable external attorneys' fees) and expenses (collectively, "Losses"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in the Registration Statement or in any amendment or supplement thereto, required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue or alleged untrue statement of a material fact included in any prospectus included in the Registration Statement or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except only to the extent that such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding such Holder furnished in writing to the Issuer by such Holder expressly for use therein or Holder has omitted a material fact from such information or otherwise violated the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder; provided, however, that the indemnification contained in this Section 5 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of the Issuer (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Issuer be liable for any Losses to the extent they arise out of or are based upon a violation which occurs (A) in reliance upon and in conformity with written information furnished by Holder, (B) in connection with any failure of such person to deliver or cause to be delivered a prospectus made available by the Issuer in a timely manner or (C) in connection with any offers or sales effected by or on behalf of Holder in violation of Section 5(b) hereof.

The Issuer shall notify Holder reasonably promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 5 of which the Issuer receives notice in writing. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Option Shares by Holder.

(f) Holder shall, severally and not jointly with any other selling shareholder named in the Registration Statement, indemnify and hold harmless the Issuer, its directors, officers, agents and employees and each person who controls the Issuer (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or that are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement or in any amendment or supplement thereto or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue or alleged untrue statement of a material fact included in any prospectus included in the Registration Statement or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus or arising out of or relating to any omission or alleged omission of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, with respect to (i) and/or (ii), only to the extent that such untrue or alleged untrue statements or omissions or alleged omissions are based upon information regarding Holder furnished in writing to the Issuer by Holder expressly for use therein; provided, however, that the indemnification contained in this Section 5(f) shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of

Holder (which consent shall not be unreasonably withheld, conditioned or delayed). In no event shall the liability of Holder be greater in amount than the dollar amount of the net proceeds received by Holder upon the sale of the Option Shares giving rise to such indemnification obligation. Holder shall notify the Issuer promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 5(f) of which Holder is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an indemnified party and shall survive the transfer of the Option Shares by Holder.

6. Termination. This Option Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earliest to occur of (a) mutual written agreement of each of the parties hereto to terminate this Option Agreement, and (b) the expiration date of the registration rights set forth in Section 5 of this Option Agreement; and (c) if no Exercise Notice is issued on or prior to such date, the Outside Date; *provided*, that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination, and each party will be entitled to any remedies at law or in equity to recover reasonable and documented out-of-pocket losses, liabilities or damages arising from such breach.

7. Miscellaneous.

(a) Each book entry for the Option Shares shall contain a notation, and each certificate (if any) evidencing the Option Shares shall be stamped or otherwise imprinted with a legend, in substantially the following form: "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE TRANSFERRED IN VIOLATION OF SUCH ACT AND LAWS."

(b) [RESERVED].

(c) If the Option Shares are eligible to be sold pursuant to an effective Registration Statement or without restriction under, and without the Issuer being in compliance with the current public information requirements of, Rule 144 under the Securities Act, then at the Holder's request, the Issuer will cause the Issuer's transfer agent to remove any remaining restrictive legend set forth on such Option Shares. In connection therewith, if required by the Issuer's transfer agent, the Issuer will promptly cause an opinion of counsel to be delivered to and maintained with its transfer agent, together with any other authorizations, certificates and directions required by the transfer agent that authorize and direct the transfer agent to issue such Option Shares without any such legend.

(d) Holder acknowledges that the Issuer will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Option Agreement and would not seek Holder's participation in the transactions contemplated hereunder in the absence of this Option Agreement and the acknowledgments, understandings, agreements, representations and warranties contained herein. Prior to each Exercise Closing Date, Holder agrees to promptly notify the Issuer if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate in all material respects.

(e) Holder acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person other than the statements, representations and warranties contained in this Option Agreement in making its investment or decision to invest in the Issuer. Holder agrees that none of (i) any other Holder pursuant to Other Option Agreements entered into in connection with the offering of Option Shares (including the controlling persons, members, officers, directors, partners, agents, or employees of any such other purchaser), (ii) any other party to the Business Combination Agreement, including any such party's representatives, affiliates or any of its or their control persons, officers, directors or employees, that is not a party hereto, shall be liable to the Holder pursuant to this Option Agreement for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the subscription for and purchase of the Option Shares.

(f) Each of the Issuer and Holder is entitled to rely upon this Option Agreement and is each irrevocably authorized to produce this Option Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

(g) Neither this Option Agreement nor any rights that may accrue to Holder hereunder (other than the Option Shares subscribed for and acquired hereunder, if any) may be transferred or assigned, except (x) with the written consent of the Issuer to be given in its sole discretion and (y) that Holder may assign its rights and obligations under this Option Agreement to one or more of its affiliates or equity holders (including other investment funds or accounts managed or advised by the Holder or investment manager who acts on behalf of Holder or an affiliate thereof); provided, that no such assignment shall relieve Holder of its obligations hereunder; provided further that such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Option Agreement, makes the representations and warranties in Section 4. Neither this Option Agreement nor any rights that may accrue to the Issuer hereunder may be transferred or assigned except as set forth above.

(h) All the agreements, representations and warranties made by each party hereto in this Option Agreement shall survive each Exercise Closing Date. For the avoidance of doubt, if for any reason an Exercise Closing Date does not occur, all representations, warranties, covenants and agreements of the parties hereto shall survive and remain in full force and effect until or unless this Option Agreement is terminated in accordance herewith.

(i) The Issuer may request from Holder such additional information as the Issuer may deem necessary in good faith to evaluate the eligibility of Holder to subscribe for and acquire the Option Shares, and Holder shall promptly provide such information as may be reasonably requested, to the extent readily available and to the extent consistent with its internal policies and procedures.

(j) This Option Agreement may not be modified, waived or terminated except by an instrument in writing, signed by the party against whom enforcement of such modification, waiver, or termination is sought; provided that any rights (but not obligations) of a party under this Option Agreement may be waived, in whole or in part, by such party on its own behalf without the prior consent of any other party.

(k) This Option Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

(l) Except as otherwise provided herein, this Option Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives and permitted assigns.

(m) If any provision of this Option Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Option Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

(n) This Option Agreement may be executed in two (2) or more counterparts (including by electronic means), all of which shall be considered one and the same agreement and shall become effective when signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

(o) Holder shall pay all of its own expenses in connection with this Option Agreement and the transactions contemplated herein.

(p) Notices. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, emailed or telecopied, sent by overnight mail via a reputable overnight carrier, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given and received (a) when so delivered personally, (b) upon receipt of an appropriate electronic answerback or confirmation when so delivered by telecopy (to such number specified below or another number or numbers as such person may subsequently designate by notice given hereunder), (c) when sent, with no mail undeliverable or other rejection notice, if sent by email, or (d) ten (10) business days after the date of mailing to the address below or to such other address or addresses as such person may hereafter designate by notice given hereunder:

(i) if to Holder, to such address or addresses set forth on the signature page hereto;

(ii) if to the Issuer, to:

Tritium DCFC Limited
48 Miller Street
Murarrie QLD 4172
Australia
Attention: Mark Anning
Email: manning@tritium.com.au

with a required copy to (which copy shall not constitute notice):

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attention: Christopher Lueking; Ryan Maierson; Roderick Branch
Email: Christopher.Lueking@lw.com; Ryan.Maierson@lw.com;
Roderick.Branch@lw.com

(q) This Option Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Option Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Option Agreement, shall be governed by and construed in accordance with the laws of the State of New York.

THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, THE SUPREME COURT OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF NEW YORK SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS OPTION AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS OPTION AGREEMENT AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS OPTION AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A NEW YORK STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 7(p) OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS OPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF

OR RELATING TO THIS OPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS OPTION AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS OPTION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 7(q).

(r) Notwithstanding anything in this Option Agreement to the contrary, the Issuer shall not, and shall cause their representatives, including Tritium and its respective representatives, to not, publicly disclose the name of Holder or any of its affiliates, or include the name of Holder or any of its affiliates in any press release or marketing materials, or for any similar or related purpose, or in any filing with the Commission or any regulatory agency or trading market, without the prior written consent of Holder, except (i) as required by the federal securities law in connection with the Registration Statement, (ii) the filing of a form of this Option Agreement with the Commission and in the related Current Report on Form 6-K in a manner acceptable to Holder, (iii) in a press release or marketing materials of the Issuer in connection with the Business Combination to the extent such disclosure is substantially equivalent to the information that has previously been made public without breach of the obligation under this Section 7(r), and (iv) to the extent such disclosure is required by law, at the request of the Staff of the Commission or regulatory agency or under the regulations of the Exchange, in which case the Issuer shall provide Holder with prior written notice of such disclosure permitted under this subclause (iv). Notwithstanding any of the foregoing, any Holder may elect to permit the Issuer to publicly disclose the name of such Holder and any of its affiliates, or include the name of such Holder and any of its affiliates in any press release or marketing materials, or for any similar or related purpose, or in any filing with the Commission or any regulatory agency or trading market, without the prior written consent of Holder, by checking the box next to their name on the signature pages to this Backstop Option Agreement.

(s) If the Issuer 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 or Form F-3, as the case may be, then all references in this Option Agreement to any such form shall be deemed to be references to Form S-1 or Form S-3, as applicable, or such similar or successor form as may be appropriate.

(t) The parties hereto agree that irreparable damage would occur if any provision of this Option Agreement were not performed in accordance with the terms hereof, and accordingly, that the parties hereto shall be entitled to seek injunctions to prevent breaches of this Option Agreement or to enforce specifically the performance of the terms and provisions of this Option Agreement in an appropriate court of competent jurisdiction as set forth in Section 7(q), in addition to any other remedy to which any party is entitled at law or in equity.

[*Signature pages follow.*]

IN WITNESS WHEREOF, each of the Issuer and Holder has executed or caused this Option Agreement to be executed by its duly authorized representative as of the date set forth below.

Executed by
Tritium DCFC Limited in accordance with section 127 of the *Corporations Act 2001* (Cth)
by

sign here ► _____
Company Secretary/Director

print name _____

sign here ► _____
Director

print name _____

Date: , 2022

HOLDER:

Signature of Holder

By:_____
Name:
Title:

Signature of Joint Holder, if applicable:

By: _____
Name:
Title:

Date: _____, 2022

☐ Holder consents to the disclosure of its name in accordance with Section 7(r)

☐ Joint Holder consents to the disclosure of its name in accordance with Section 7(r)

Name of Holder:

_____
(Please print. Please indicate name and capacity of person signing above)

Name of Joint Holder, if applicable:

_____
(Please print. Please indicate name and capacity of person signing above)

_____
Name in which securities are to be registered (if different):

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:

_____

_____
City, State, Zip:

Attn:

Telephone No.:

Facsimile No.:

Mailing Address-Street (if different)

_____

_____
City, State, Zip:

Attn:

Telephone No.:

Facsimile No.:

Tritium Announces Completion of Business Combination with Decarbonization Plus Acquisition Corporation II

- Deal, together with anticipated additional funding, expected to allow Tritium to further its growth in providing leading fast charging hardware and software to EV charging customers.
- The combined company's ordinary shares and warrants are expected to commence trading on NASDAQ tomorrow under the ticker symbols "DCFC" and "DCFCW," respectively.

BRISBANE, Australia / NEW YORK, NY, January 13, 2022 – Tritium, a global leader in direct current ("DC") fast chargers for electric vehicles ("EVs"), today announced it has completed its previously announced business combination with Decarbonization Plus Acquisition Corporation II ("DCRN") to take Tritium DCFC Limited ("Tritium") public. Tritium's ordinary shares and warrants are expected to commence trading tomorrow, January 14, 2022, on the NASDAQ, under the ticker symbols "DCFC" and "DCFCW," respectively.

DCRN's stockholders approved the transaction at a special meeting of stockholders held on January 12, 2022.

"Our transaction with DCRN is transformative for the acceleration of electrification," said Tritium's CEO, Jane Hunter. "We expect the capital raised through the transaction, together with anticipated additional funding, to support Tritium's business operations and to help strengthen our products and services to our customers, and continue to advance the e-mobility industry. The goal in our industry is to reduce global emissions and this transaction will support our mission to electrify transportation."

As a public company, Tritium's position as a global leader in DC fast chargers for EVs is further strengthened. Jane Hunter, Chief Executive Officer, will continue to lead Tritium's operations, alongside co-founders James Kennedy (Chief Technology Officer) and Dr. David Finn (Chief Vision Officer), and executives David Toomey (Chief Strategy Officer) and Michael Hipwood (Chief Financial Officer). As part of the business combination, Robert Tichio, previously the Chairman of the board of directors of DCRN, will join Tritium's board of directors as Chairman.

"We are extremely pleased to see the completion of this business combination and to support Jane and the Tritium team as they continue to execute on their strategic growth plan as a public company," said Robert Tichio, incoming Chairman of the board of Tritium.

EV Charging Sector Expected to Experience Significant Growth to 2040 and Beyond

With global EV sales expected to have surpassed 6.3 million last year and with global passenger EV sales expected to grow at a compound annual growth rate (CAGR) of 17% through 2040, the world's transportation is rapidly electrifying. Sufficient public charging infrastructure will be critical to enabling this transition to e-mobility, and fast charging provides the greatest value across the EV charging value chain. Through fast charging, drivers can get back on the road within minutes instead of hours, and charge point operators are able to set prices appropriately for this premium experience.

Transaction Overview

Tritium expects the capital raised through the transaction, together with its anticipated additional funding, to help fund its growth as a technology market leader in the EV charging space, expand to three global manufacturing facilities, grow global sales and service operations teams, maintain its capital needs, and other corporate uses.

Tritium's board of directors will be comprised of seven members, five of whom are "independent directors" under the applicable rules of the Securities and Exchange Commission ("SEC") and NASDAQ. The Board of Directors will be led by incoming Chairman, Robert Tichio.

Advisors

Latham & Watkins LLP (US), Corrs Chambers Westgarth (Australia), and the Australian Partnership of Ernst & Young advised Tritium during the transaction and DCRN was advised by Vinson & Elkins L.L.P. (US) and Clifford Chance LLP (Australia). Credit Suisse served as the exclusive financial advisor to a consortium of certain Tritium Holdings Pty Ltd shareholders in connection with the business combination, and JPMorgan and Citigroup served as financial advisors to DCRN.

About Tritium

Founded in 2001, Tritium (NASDAQ: DCFC; DCFCW) designs and manufactures proprietary hardware and software to create advanced and reliable DC fast chargers for electric vehicles. Tritium's compact and robust chargers are designed to look great on Main Street and thrive in harsh conditions, through technology engineered to be easy to install, own, and use. Tritium is focused on continuous innovation in support of our customers around the world.

For more information, visit tritiumcharging.com.

About Decarbonization Plus Acquisition Corporation II

Decarbonization Plus Acquisition Corporation II was a blank check company sponsored by an affiliate of Riverstone Holdings LLC and represents a further expansion of Riverstone's 15-year franchise in low-carbon investments, having established industry leading, scaled companies with more than US$6 billion of equity invested in renewables.

Forward Looking Statements

Certain statements made in this document are "forward-looking statements" with respect to Tritium's business and financing plans, the EV market and the business combination, including statements regarding Tritium's or its management team's expectations, objectives, beliefs, intentions or future strategies and the listing of Tritium's securities on the NASDAQ. These forward-looking statements generally are identified by the words "estimates," "projected," "expects," "anticipates," "forecasts," "plans," "intends," "believes," "seeks," "targets," "may," "will," "should," "would," "will be," "will continue," "will likely result," "future," "propose," "strategy," "opportunity" and variations of these words or similar expressions (or the negative versions of such words or expressions) that predict or

indicate future events or trends or are not statements of historical matters are intended to identify forward-looking statements. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, guarantees, assurances, predictions or definitive statements of fact or probability regarding future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside the control of Tritium, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. Important factors, among others, that may affect actual results or outcomes include the inability to recognize the anticipated benefits of the business combination; the inability to obtain or maintain the listing of Tritium's shares on the NASDAQ; the risk that the business combination disrupts current plans and operations, business relationships or business generally as a result of the consummation of the business combination; Tritium's ability to manage growth; Tritium's ability to execute its business plan and meet its projections; potential disruption in Tritium's employee retention as a result of the business combination; potential litigation, governmental or regulatory proceedings, investigations or inquiries involving Tritium, including in relation to the business combination; changes in applicable laws or regulations and general economic and market conditions impacting demand for Tritium's products and services; and other risks and uncertainties indicated from time to time in the proxy statement/prospectus relating to the business combination, including those under "Risk Factors" therein, and in Tritium's other filings with the SEC. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statement, and Tritium assumes no obligation and does not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law. Tritium does not give any assurance that it will achieve its expectations.

Tritium Media Contact
Jack Ulrich
media@tritium.com.au

Tritium Investors Contact
Caldwell Bailey
ICR, Inc.
TritiumIR@icrinc.com