

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme EQT Holdings Limited (EQT)

ACN/ARSN ACN 607 797 615

1. Details of substantial holder (1)

Name TPG Waterloo SG Pte. Ltd. (**TPG Waterloo**)
TPG Asia VIII SF Pte. Ltd.; TPG Asia VIII Finance LP (**Asia Finance**); TPG Asia VIII (B) BL, LP; TPG Asia VIII (B), LP (**Asia B**); TPG Asia VIII (A), LP (**Asia A**), TPG Asia Genpar VIII, LP (as general partner of Asia Finance, Asia A and Asia B) (**Asia Genpar**) and TPG Asia Genpar VIII Advisors, Inc. (as general partner of Asia Genpar) (together, **TPG**)

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 15/10/2026

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate⁽²⁾ had a relevant interest⁽³⁾ in on the date the substantial holder became a substantial holder are as follows:

Class of securities ⁽⁴⁾	Number of securities	Person's votes ⁽⁵⁾	Voting power ⁽⁶⁾
Fully paid ordinary shares (Shares)	3,975,000	3,975,000	14.81% (based on 26,833,564 Shares on issue)

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant	Nature of relevant interest ⁽⁷⁾	Class and number of securities
TPG Waterloo	Relevant interest under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) by reason of being the purchaser under various unsettled purchase trades (Purchase Trades).	2,655,000 Shares

TPG Waterloo	Each of the following: 1. deemed relevant interest under section 608(8) of the Corporations Act in respect of a total return swap between TPG Waterloo and Jarden Scientific Trading Limited (Jarden), details of which are set out in Annexure A (Jarden TRS), which enables TPG Waterloo to elect physical settlement, subject to any approval required under the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth) (FATA); and 2. to the extent section 609(6) of the Corporations Act would otherwise apply (including because physical settlement of the Jarden TRS is subject to any approval under the FATA), deemed relevant interest for the purposes of section 671B of the Corporations Act by virtue of section 671B(7) of the Corporations Act, in each case being a relevant interest in any Shares in which Jarden or its affiliates may have a relevant interest under sections 608(1)(a), (b) and/or (c) of the Corporations Act as part of any hedged positions (Hedged Positions) held by them in connection with the Jarden TRS. The number of Shares referenced in the righthand column has been calculated by reference to the notional number of Shares subject to the Jarden TRS as at the date of this notice. If Jarden and its affiliates have a relevant interest in less than this number of Shares as part of any Hedged Positions, the number of Shares in which TPG Waterloo is deemed to have a relevant interest is correspondingly reduced. As TPG Waterloo is not yet entitled to be registered as the holder of any Shares in which Jarden or its affiliates have a relevant interest as part of any Hedged Positions, and as TPG Waterloo currently has no power to exercise, or control the exercise of, any right to vote attached to any such Shares, and no power to dispose of, or control the exercise of a power to dispose of, any such Shares, its deemed relevant interest in such Shares is qualified accordingly.	1,320,000 Shares
TPG	Relevant interest under section 608(3) of the Corporations Act in the Shares in which TPG Waterloo has, or is deemed to have, a relevant interest.	3,975,000 Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder ⁽⁸⁾	Class and number of securities
Each of TPG Waterloo and TPG	In respect of the Purchase Trades: the sellers under the various unsettled purchase trades.	TPG Waterloo.	2,655,000 Shares
Each of TPG Waterloo and TPG	In respect of the Jarden TRS: unknown. As noted in paragraph 3 above, Jarden or its affiliates may have a relevant interest in Shares from time to time as part of any Hedged Positions.	Unknown. As noted in paragraph 3 above, Jarden or its affiliates may have a relevant interest in Shares from time to time as part of any Hedged Positions.	1,320,000 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration ⁽⁹⁾	Class and number of securities
TPG Waterloo	In respect of the Purchase Trades: 15 October 2026.	\$62,392,500 in aggregate (\$23.50 per Share).	2,655,000 Shares
TPG Waterloo	In respect of the Jarden TRS: 15 October 2026.	\$31,020,000 in aggregate (\$23.50 per Share).	1,320,000 Shares
TPG	As above	N/A – deemed relevant interests.	3,975,000 Shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
TPG Waterloo and TPG	TPG Waterloo is controlled by TPG.

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
TPG Waterloo	83 Clemenceau Avenue, #11-01 UE Square, Singapore 239920
TPG Asia VIII SF Pte. Ltd.	83 Clemenceau Avenue, #11-01 UE Square, Singapore 239920
TPG Asia VIII Finance LP	C/O Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
TPG Asia VIII (B) BL, LP	C/O Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
TPG Asia VIII (B), LP	C/O Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
TPG Asia VIII (A), LP	C/O Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
TPG Asia Genpar VIII, LP	C/O Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
TPG Asia Genpar VIII Advisors, Inc.	C/O Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

Signature

print name

Martin Davidson

capacity

For and on behalf of
the substantial holders
named in paragraph 1

sign here



date

19 / 10 / 2026

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

This is Annexure A of 24 pages referred to in Form 603 "Notice of initial substantial holder" by TPG Waterloo SG Pte. Ltd.:

Signature

print name		capacity	For and on behalf of the substantial holders named in paragraph 1
	Martin Davidson		
sign here		date	19 / 10 / 2026



Date: 15 October 2026

To: TPG Waterloo SG Pte. Ltd. (UEN 202555460N) ("**Counterparty**" or "**Party B**")

83 Clemenceau Avenue, #11-01, UE Square 239920, Singapore

From: Jarden Scientific Trading Limited ("**Jarden**" or "**Party A**")

Level 14, 171 Featherston Street, Wellington Central, Wellington, 6011 NEW ZEALAND

Re: Total Return Swap Transaction

Dear Sirs/Mesdames,

The purpose of this letter is to confirm the terms and conditions of the Transaction entered into between you and us on the Trade Date specified below (the "**Transaction**"). This letter constitutes a "Confirmation" as referred to in the Agreement referred to below and supersedes any previous Confirmation and all or any prior written or oral agreements in relation to the Transaction.

The definitions and provisions contained in the 2006 ISDA Definitions (the "**Swap Definitions**") and in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**", and together with the Swap Definitions, the "**Definitions**"), each as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will prevail. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will prevail. For the purposes of the Swap Definitions, references herein to a Transaction shall be deemed references to a Swap Transaction. For the purposes of the Equity Definitions, this Transaction shall be an Equity Swap Transaction.

1 This Confirmation evidences a complete and binding agreement between Jarden and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation will supplement, form a part of, and be subject to an agreement (the "**Agreement**") in the form of the ISDA 2002 Master Agreement, as published by ISDA (the "**ISDA Form**") as if Jarden (as Party A) and Counterparty (as Party B) had executed an agreement in such form on the Trade Date of this Transaction but without any Schedule, except that:

(a) Termination Currency means Australian Dollars;

(b) Section 13(a) and 13(b)(i) of the ISDA Form is replaced with the following:

"Governing Law. This Agreement will be governed by, and construed in accordance with the laws in force in New South Wales and each party submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them and a reference in Section 13(b)(ii) to "such court" is a reference to those courts";

(c) the parties agree that the definitions and provisions contained in the Annexes 1 to and including 18 of the 2002 Master Agreement Protocol published by ISDA on 15th July, 2003 are incorporated into and apply to the ISDA Form, with references in those definitions and provisions to any "ISDA Master Agreement" being deemed to be references to the ISDA Form;

(d) a new Section 2(a)(iv) is inserted into the ISDA Form immediately after Section 2(a)(iii) of the ISDA Form as follows:

"(iv) The condition precedent in Section 2(a)(iii)(1) of this Agreement does not apply to a payment or delivery owing by a party if the other party has satisfied in full all its payment and delivery obligations under Section 2(a)(i) and Section 9(h) of this Agreement and has no future payment or delivery obligations, whether absolute or contingent, under Section 2(a)(i) or Section 9(h) of this Agreement."; and

(e) the following sentence is added as a new paragraph at the end of the definition of "Close-out Amount":

"A Close-out Amount is not required to be the market value of the Terminated Transaction or group of Terminated Transactions and, subject to Section 6(e)(ii)(3), the Determining Party is not obliged to use mid-market quotations or mid-market valuations in determining a Close-out Amount."

2 The terms of the Transaction to which this Confirmation relates are as follows:

2.1 General:

Trade Date:	15 October 2026
Effective Date:	The date that is two Exchange Business Days after the Trade Date.
Termination Date:	The final Cash Settlement Payment Date or Settlement Date (as the case may be).
Scheduled Unwind Period Start Date:	The date falling 18 months after the Trade Date (or, if such date is not a Scheduled Trading Day, the next Scheduled Trading Day) or, if earlier and solely in respect of the portion of the Transaction that is subject to a VET Notice, the date specified by Counterparty as the VET Unwind Period Start Date in that VET Notice.
Voluntary Early Termination:	At any time, Counterparty may, by providing written notice (a "VET Notice") to Jarden no later than 9:45am (Sydney time) or such other time as may be agreed by Jarden in writing on the VET Unwind Period Start Date (as defined below), elect to early terminate the Transaction in whole or in part by specifying: (a) a Scheduled Trading Day (the "VET Unwind Period Start Date") prior to the Scheduled Unwind Period Start Date as the Unwind Period Start Date (the relevant Unwind Period starting on such day a "Voluntary Unwind Period"); (b) the Number of Shares to be subject to the Voluntary Unwind Period (the "VET Partial Unwind Number of Shares") and the proportion of the VET Partial Unwind Number of Shares to the Number of Shares (the "VET Partial Unwind Proportion"); and

- (c) subject to "Physical Settlement Election Condition", the Settlement Method Election.

A VET Notice may be amended or revoked by Counterparty by giving notice to Jarden (by email) before 9:45am (Sydney time) or such other time as may be agreed by Jarden in writing on the VET Unwind Period Start Date specified in such VET Notice.

In the case of a partial Voluntary Early Termination of the Transaction, the terms of the Transaction will be treated as applying separately to:

- (i) the *pro rata* portion of the Transaction (including, without limitation, the *pro rata* portion of the Number of Shares, the Equity Notional Amount, the Initial Exchange Amount, and the Final Exchange Amount and applicable fees) equal to VET Partial Unwind Proportion in respect of which the Voluntary Unwind Period will commence; and
- (ii) the remaining portion of the Transaction (including, without limitation, the remaining portion of the Number of Shares, the Equity Notional Amount, the Initial Exchange Amount, and the Final Exchange Amount and applicable fees) which will continue as though no such partial Voluntary Early Termination had occurred.

Shares:	Ordinary shares comprising one fully paid ordinary share in EQT Holdings Ltd (ACN 607 797 615) (ASX Code: EQT) (the " Issuer ").
Exchange:	Australian Securities Exchange, or any successor to such exchange or quotation system.
Related Exchange:	All Exchanges
Business Day:	Sydney (Australia), Wellington (New Zealand) and Auckland (New Zealand)

For the purposes of this Confirmation, "**Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Sydney (Australia), Wellington (New Zealand) and Auckland (New Zealand).

Business Day Convention:	Following
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Hypothetical Broker Dealer:	A hypothetical broker dealer subject to the same securities, tax and other laws, rules and regulations and related self-regulatory requirements, policies and procedures (including those of any securities or other regulators, exchanges and self-regulating organisations) as those to which the Hedging Party is subject.
Applicable Hedge Positions:	At any time, any Hedge Positions that the Calculation Agent determines that a Hypothetical Broker Dealer (acting in good faith and in a commercially reasonable manner) would consider necessary to hedge through the Hedge Positions alone 100 per cent. of the equity price risk and dividend risk of entering into and performing its obligations with respect to the Transaction at that time. The parties acknowledge that this does not restrict or otherwise affect any Hedge Positions or Hedging Activities which any Hedging Party may choose to purchase, sell, enter into, maintain or undertake.
Calculation Agent:	Jarden, unless Jarden is the sole Defaulting Party, in which case the Calculation Agent may be a third party dealer selected by Counterparty in the relevant market as the Calculation Agent. All calculations, determinations and adjustments made by Jarden, or a third party dealer if relevant, in its capacity as Calculation Agent and Determining Party in respect of this Transaction will be made in good faith and in a commercially reasonable manner to achieve a commercially reasonable outcome. The Calculation Agent will provide written reasons for the basis of its calculations, determinations and adjustments upon written request of the Counterparty, provided that nothing in this Confirmation will require Jarden to disclose any information: (a) that (in the reasonable opinion of the Calculation Agent) comprises proprietary or material non-public information; or (b) the disclosure of which would breach any law or a duty of confidentiality owed to a third party.
Relevant Individual:	Counterparty, any individual who is an officer, director, Affiliate (as defined in the ISDA Form), associate (as defined in the <i>Corporations Act 2001</i> (Cth)) or employee of Counterparty (or of its subsidiaries or of its holding company or of any subsidiary of its holding company and who has knowledge of this Transaction).
Governing law:	This Confirmation will be governed by, and construed in accordance with, the laws in force in New South Wales, Australia and each party submits to the non-

exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

2.2 Initial, Decrease and Final Exchanges:

2.2.1 Initial Exchange Amount:

Initial Exchange Amount Payer:	Party B
Initial Exchange Amount:	An amount in the Settlement Currency equal to the Equity Notional Amount as of the Effective Date (as specified in the Initial Pricing Letter).
Initial Exchange Date:	The Effective Date (or, if later, such other date falling two Exchange Business Days after the date on which the Initial Pricing Letter is delivered to Counterparty by Jarden).

2.2.2 Decrease Exchange Amounts:

Decrease Exchange Amount:	In respect of each decrease in the Number of Shares on an Exchange Business Day (such Exchange Business Day, a "Decrease Date"), an amount in the Settlement Currency determined by the Calculation Agent equal to the Daily Reduction Number of Shares multiplied by the Daily Final Price in respect of that Decrease Date (in each case, as specified in the Pricing Letter in respect of that Decrease Date). The Decrease Exchange Amount shall be payable by Jarden to Counterparty on the Decrease Exchange Date. For the avoidance of doubt a Decrease Date will only occur and a Decrease Exchange Amount determined in respect of such Decrease Date if Cash Settlement applies.
Decrease Exchange Date:	In respect of each Decrease Date, the date falling three Exchange Business Days after that Decrease Date (as specified in the Pricing Letter in respect of that Decrease Date).

2.2.3 Final Exchange Amount:

Final Exchange Date:	If: (a) Cash Settlement applies, the Cash Settlement Payment Date; and (b) Physical Settlement applies, the Settlement Date.
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Final Exchange Amount If the Aggregate Exchange Amount determined by the Calculation Agent:

- (a) is a positive amount, Jarden shall pay to Counterparty an amount equal to the Aggregate Exchange Amount as at the Final Exchange Date on the Final Exchange Date;
- (b) is a negative amount, Counterparty shall pay to Jarden an amount equal to the absolute value of the Aggregate Exchange Amount as at the Final Exchange Date on the Final Exchange Date.

Aggregate Exchange Amount: The amount in the Settlement Currency determined by the Calculation Agent to be:

- (a) the Initial Exchange Amount received by Jarden from Counterparty,
- less
- (b) the aggregate of each Decrease Exchange Amount which has been paid or is payable by Jarden to Counterparty (if any).

2.3 Equity Amounts:

Equity Amount Payer: Jarden

Equity Amount Receiver: Counterparty

Equity Notional Amount: In respect of any day falling:

- (a) prior to the Unwind Period Start Date, an amount in AUD equal to:
 - (i) the Number of Shares on such day;
multiplied by
 - (ii) the Initial Price,as specified in the most recent Pricing Letter including in any Pricing Letter given in respect of such day; and
- (b) during the Unwind Period:
 - (i) the Number of Shares as of the day which immediately precedes the Unwind Period Start Date; *multiplied by*
 - (ii) the Initial Price,

as specified in the most recent Pricing Letter in respect of such day including in any Pricing Letter given in respect of such day.

Equity Notional Reset:	Not Applicable
Type of Return:	Total Return
Relevant Exchange Business Day:	An Exchange Business Day other than a Disrupted Day.
Number of Shares:	1,320,000 <i>provided that</i> on each Exchange Business Day during the Unwind Period, the Number of Shares (as previously adjusted from time to time in accordance with the terms of this Transaction) will be reduced at the Scheduled Closing Time on each such day by a number of Shares (the " Daily Reduction Number of Shares ") equal to the proportion (if any) of Applicable Hedge Positions that would have been terminated or liquidated on that day by a Hypothetical Broker Dealer (acting in good faith and in a commercially reasonable manner), as determined by the Calculation Agent and as specified in the Pricing Letter delivered by Jarden to Counterparty in respect of such Exchange Business Day.
Initial Price:	\$23.50 per Share.
Daily Final Price:	In respect of an Exchange Business Day in the Unwind Period, the effective price per Share determined by the Calculation Agent equal to the volume weighted average price at which a Hypothetical Broker Dealer (acting in good faith and in a commercially reasonable manner) would have terminated or liquidated the Applicable Hedge Positions on that day and as specified in the most recent Pricing Letter delivered by Jarden to Counterparty including any Pricing Letter given in respect of such day.
Final Price:	In respect of any day, the volume weighted average of the Daily Final Prices on each Decrease Date falling on or prior to such day (as weighted by the Daily Reduction Number of Shares on each such Decrease Date), as determined by the Calculation Agent and specified in the most recent Pricing Letter delivered by Jarden to Counterparty including any Pricing Letter given in respect of such day.
Unwind Period:	The period commencing on (and including) the Unwind Period Start Date and ending on (and including) the

Unwind Period End Date. For the avoidance of doubt, there may be more than one Unwind Period.

Unwind Period Start Date: The Scheduled Unwind Period Start Date, subject to the effective designation of an earlier Unwind Period Start Date pursuant to a "*Voluntary Early Termination*" (in which case, solely in respect of the portion of the Transaction that is subject to the relevant VET Notice, the Unwind Period Start Date will be the VET Unwind Period Start Date).

Unwind Period End Date: The earlier of:

- (a) the date as of which the Calculation Agent determines that a Hypothetical Broker Dealer (acting in good faith and in a commercially reasonable manner) would have terminated or liquidated the Applicable Hedge Positions in respect of the relevant Number of Shares; and
- (b) the Unwind Period Scheduled End Date.

Unwind Period Scheduled End Date: The day falling 120 Relevant Exchange Business Days after the Unwind Period Start Date (the "**Initial Unwind Period Scheduled End Date**") provided that if the Calculation Agent determines that a Hypothetical Broker Dealer (acting in good faith and in a commercially reasonable manner) would not have terminated or liquidated the Applicable Hedge Positions in respect of the relevant Number of Shares on or before the Initial Unwind Period Scheduled End Date due to a lack of liquidity in the Shares or any other reason beyond a Hypothetical Broker Dealer's reasonable control, it may, by written notice to the Counterparty, extend the Unwind Period Scheduled End Date to fall on the Long Stop Date.

Long Stop Date: The date falling 120 Relevant Exchange Business Days after the Initial Unwind Period Scheduled End Date.

2.4 Valuation:

Valuation Date: If:

- (a) Cash Settlement applies, the final day of an Unwind Period; and
- (b) Physical Settlement applies, the Unwind Period Start Date,

or, in each case, such other date as the parties may agree.

2.5 Settlement terms:

2.5.1 Settlement Election

Settlement Method Election: Applicable. Subject to the provisions of "Physical Settlement Election Condition" below the Electing Party may make a Settlement Method Election for all or a portion of the Number of Shares.

To the extent that Physical Settlement applies to a portion of the Transaction and Cash Settlement applies to the remainder, the terms of this Transaction will be treated as applying separately to each such portion.

Electing Party: Counterparty

Physical Settlement Election Condition: If, and to the extent that, the acquisition of any Shares by Counterparty pursuant to this Transaction as a result of Physical Settlement under this Transaction would constitute a notifiable action or notifiable national security action under the Foreign Acquisitions and Takeovers Act 1975 (Cth) ("**FATA**"), then Counterparty shall only have the right to elect Physical Settlement in relation to such Shares ("**Relevant Shares**") if (and only if) the Physical Settlement Election Condition is satisfied.

The "**Physical Settlement Election Condition**" will be satisfied if Counterparty provides to Jarden written evidence that:

- (a) a notice of no objection under the FATA has been issued by the Treasurer of the Commonwealth of Australia (or their delegate) either unconditionally or on conditions that are acceptable to Counterparty (acting reasonably), the effect of which is that Counterparty is permitted under the FATA to elect Physical Settlement in respect of the Relevant Shares and to acquire the Relevant Shares pursuant to this Transaction upon such Physical Settlement (collectively, the "**Action**");
- (b) the Treasurer of the Commonwealth of Australia has become precluded by passage of time from making any order or decision under Division 2 of Part 3 of the FATA in respect of the Action; or
- (c) the Action is not, or has ceased to be, a notifiable action or notifiable national security action under the FATA, including because of the issue of an exemption certificate.

The written evidence need not include details of any conditions imposed as part of a written notice described in paragraph (a) above or as part of an exemption certificate described in paragraph (c) above, unless any such conditions impose any obligations on Jarden.]

Settlement Method Election Date: 2 Business Days before the Unwind Period Start Date or, in respect of a Voluntary Unwind Period, the time by which the relevant VET Notice may be given, amended or revoked in accordance with "Voluntary Early Termination" (and any Settlement Method Election made in a VET Notice will be effective accordingly), in each case, unless otherwise agreed between Jarden and Counterparty

Default Settlement Method: Cash Settlement

2.5.2 Cash Settlement

Cash Settlement: Applicable

For the avoidance of doubt, Section 8.6 of the Equity Definitions will apply to this Transaction and:

- (i) if the Equity Amount determined by the Calculation Agent is a positive number, then the Equity Amount Payer will pay (in addition to any other amounts payable by the Equity Amount Payer) to the Equity Amount Receiver the Equity Amount on the Cash Settlement Payment Date; and
- (ii) if the Equity Amount determined by the Calculation Agent is a negative number, then the Equity Amount Receiver will pay (in addition to any other amounts payable by that Equity Amount Receiver) to the Equity Amount Payer the absolute value of the Equity Amount on the Cash Settlement Payment Date.

Settlement Currency: AUD

Cash Settlement Payment Date: The date that falls one Settlement Cycle after the Valuation Date.

2.5.3 Physical Settlement

Physical Settlement: If Physical Settlement is applicable, for the avoidance of doubt, Section 9.3 of the Equity Definitions will apply to this Transaction and on the relevant Settlement Date (and in addition to any other amounts payable by the relevant parties):

- (a) the Equity Amount Payer will deliver to the Equity Amount Receiver (and/or its nominee(s), as applicable) the Number of Shares to be Delivered, and will pay to the Equity Amount Receiver the Fractional Share Amount, if any (in addition to any other amounts payable by the Equity Amount Payer); and
- (b) the Equity Amount Receiver will pay to the Equity Amount Payer the Equity Notional Amount.

For the avoidance of doubt, payments of amounts on the Settlement Date will be subject to Section 2(c) of the Agreement.

Nomination: If Counterparty elects Physical Settlement as contemplated above, then it may nominate one or more persons to take delivery of some or all of the Relevant Shares to be delivered by Jarden pursuant to this Transaction, provided that such nomination is subject to Jarden's completion of onboarding and KYC of the nominee to Jarden's satisfaction, acting reasonably in accordance with its internal policies and applicable legal and regulatory requirements. Until Jarden has completed its onboarding and KYC procedures, no such nomination shall be effective. The parties agree that delivery by Jarden of Relevant Shares to Counterparty's nominee satisfies Jarden's settlement and delivery obligation in respect of those Relevant Shares.

Settlement Date: The date falling 3 Exchange Business Days following the Valuation Date.

2.6 Dividends, Share Adjustments, Extraordinary Events and Additional Disruption Events:

2.6.1 Dividends:

Dividend Amount: The amount in AUD equal to the aggregate of Cash Dividend Amounts in respect of all Cash Dividends.

"Cash Dividend Amount" means, in respect of a Cash Dividend, an amount in AUD (determined by the Calculation Agent) equal to:

- (a) the Cash Dividend, less any deduction or withholding on account of tax which the Calculation Agent determines would have been made or incurred in respect of the payment of such Cash Dividend to the Hypothetical Broker Dealer; *multiplied by*
- (b) the Number of Shares applicable at the Scheduled Closing Time on the Scheduled Trading Day immediately preceding the ex-dividend date corresponding to such relevant Cash Dividend.

Cash Dividend(s): Each ordinary, extraordinary or special dividend or distribution payable in cash in relation to one relevant Share (excluding, for the avoidance of doubt, stock dividends or the cash value of any non-cash dividend declared in respect of a Share) in relation to which the ex-dividend or ex-distribution date for the relevant dividend or distribution occurs during Dividend Period.

Dividend Payment Date: Means, in respect of each Cash Dividend, the date, as determined by Jarden acting in good faith and in a commercially reasonable manner, which is as soon as reasonably practicable after the date on which a Hypothetical Broker Dealer holding a single Share would actually be paid the Cash Dividend including taking into account the time it takes for a custodian or other intermediary to pay such an amount to the Hypothetical Broker Dealer (as determined by Jarden acting in good faith and in a commercially reasonable manner).

Dividend Period: There will be a single Dividend Period, being the period starting on (and including) the Effective Date and ending on (and including) the Valuation Date or, in respect of any portion of the Transaction to which Physical Settlement applies, the Exchange Business Day immediately preceding the Settlement Date for that portion.

Re-investment of Dividends: Not Applicable

2.6.2 Share Adjustments:

Method of Adjustment: Calculation Agent Adjustment.

Rights Issues: If the existing holders of Shares would be entitled to exercise any rights to have issued to them additional Shares (a **"Rights Issue"**), then, Jarden will promptly

consult with Counterparty in good faith to determine a mutually acceptable approach in relation to such rights, which may include an adjustment to the terms of the Transaction (or a part thereof) as though the applicable Rights Issue constituted a Potential Adjustment Event.

2.6.3 Extraordinary Events:

Merger Events	Applicable
Share-for-Share:	Modified Calculation Agent Adjustment
Share-for-Other:	Modified Calculation Agent Adjustment
Share-for-Combined:	Modified Calculation Agent Adjustment
Tender Offer:	Applicable
Share-for-Share:	Modified Calculation Agent Adjustment
Share-for-Other:	Modified Calculation Agent Adjustment
Share-for-Combined:	Modified Calculation Agent Adjustment
Composition of Combined Consideration:	Not applicable
Nationalisation, Insolvency or Delisting:	Cancellation and Payment
Determining Party:	Jarden unless Jarden is the sole Defaulting Party, in which case the Determining Party will be a third party dealer selected by Counterparty in the relevant market. All calculations, determinations and adjustments made by the Determining Party in respect of this Transaction will be made in good faith and in a commercially reasonable manner to achieve a commercially reasonable outcome. The Determining Party will provide written reasons for the basis of its calculations, determinations and adjustments upon written request of the Counterparty, provided that nothing in this Confirmation will require the Determining Party to disclose any information: (a) that (in the reasonable opinion of the Determining Party) comprises proprietary or material non-public information; or (b) the disclosure of which would breach any law or a duty of confidentiality owed to a third party.

2.6.4 Additional Disruption Events:

Change in Law:	Applicable
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Insolvency Filing:	Applicable
Hedging Disruption:	Applicable, provided that: (i) Section 12.9(a)(v) of the Equity Definitions is hereby replaced in its entirety by the following: "Hedging Disruption" means that the Hedging Party is unable, after using commercially reasonable efforts, to either (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hedge Position(s) it deems necessary to hedge any relevant price risk and dividend risk of entering into and performing its obligations with respect to the relevant Transaction (including, without limitation and for the avoidance of doubt, any synthetic equity borrowing transaction, if applicable) or (B) freely realise, recover, receive, repatriate, remit or transfer the proceeds of any such Hedge Position(s). (ii) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by: (a) inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption"; and (b) adding the words "(or, if such Hedging Disruption is due to any restriction imposed by (A) the Issuer of any relevant Shares or (B) any court, tribunal or regulatory authority with competent jurisdiction, in either case on the ability of a person to acquire or maintain ownership of such Shares by virtue of being a foreign person in the country of incorporation of such Issuer, or such shorter notice as may be required to comply with such restriction)" after the word "notice" in the fourth line thereof. If a Hedging Disruption occurs or is subsisting on the Valuation Date or at any time between the Valuation Date and the Cash Settlement Payment Date or Settlement Date (as applicable), then Jarden may (acting in good faith and in a commercially reasonable manner), for the portion of the Transaction affected by such Hedging Disruption, either (i) defer the Cash Settlement Payment Date or Settlement Date (as applicable) or (ii) change the Settlement Method. If the Settlement Method is changed to Cash Settlement, the Final Price shall be determined by Jarden in good faith and in a commercially reasonable manner.
Failure to Deliver:	Applicable

Increased Cost of Hedging:	Applicable
Hedging Party:	Jarden Any reference to a Hedging Party will be to Jarden and/or its Affiliates that conduct any Hedging Activities in relation to the Transaction.
Hedge Positions:	The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words "or an Affiliate thereof" after the words "a party" in the third line.
Determining Party:	Jarden
Non-Reliance:	Applicable
Agreement and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

2.7 Fees:

As agreed separately.

2.8 Applicable Swap Parameters:

2.8.1 Jarden will act in good faith and in a commercially reasonable manner to not give effect to an increase or decrease in the Number of Shares on an Exchange Business Day if such increase or decrease would be contrary to, or otherwise inconsistent with, the Swap Parameters set out in any Swap Parameter Notice which:

- (a) is given to Jarden by Counterparty before 9:45am (Sydney time), or such other time as may be agreed by Jarden in writing, on the Exchange Business Day on which such increase or decrease would occur; and
- (b) has not been revoked or replaced by Counterparty or amended by Counterparty in such manner as would result in the increase or decrease not being contrary to, or inconsistent with, those Swap Parameters.

This clause 2.8.1 prevails to the extent of any inconsistency with any other part of this Confirmation.

2.8.2 At any time, Counterparty may (but is not required to), in respect of one or more Exchange Business Days, notify Jarden by email (such notice, a "**Swap Parameter Notice**") of:

- (i) any maximum number of Shares by which the Number of Shares may be increased or reduced on the applicable Exchange Business Day(s);
- (ii) any maximum or minimum price at which any increase or decrease in the Number of Shares may be effected on the applicable Exchange Business Day(s); and/or

- (iii) any other reasonable parameters for the execution of any increase or decrease in the Number of Shares (including, for example, parameters relating to the proportion of traded Shares on a Decrease Date that is represented by the number of Shares by which the Number of Shares is increased or reduced on such date (as applicable)),

(the “**Swap Parameters**”).

- 2.8.3** A Swap Parameter Notice may be revoked, amended or replaced by notice to Jarden (by email). Any such revocation, amendment or replacement shall only apply in respect of an Exchange Business Day if Jarden is notified (by email) of such revocation, amendment or replacement before 9:45am (Sydney time) or such other time as may be agreed by Jarden in writing on that Exchange Business Day.
- 2.8.4** For the avoidance of doubt, more than one Swap Parameter Notice may be given.
- 2.8.5** A Swap Parameter Notice must be given to the Jarden personnel notified by Jarden to Counterparty for the purpose of receiving Swap Parameter Notices.
- 2.8.6** Jarden will promptly acknowledge, by email, receipt of a Swap Parameter Notice following receipt by such relevant personnel.
- 2.8.7** For the avoidance of doubt, no Swap Parameters, nor anything in any Swap Parameter Notice, limits or otherwise affects any Hedging Activities which may be, or have been, undertaken by any Hedging Party.
- 2.8.8** Unless otherwise agreed in writing (including by email):
 - (a) unless and until a Swap Parameter Notice is revoked or replaced, the Swap Parameters proposed in that Swap Parameter Notice (as may be amended from time to time) shall apply and remain valid to all increases or decreases in the Number of Shares, subject to any specific period and/or any specific increases or decreases in the Number of Shares specified in that Swap Parameter Notice; and
 - (b) if no Swap Parameter Notice has been duly delivered to Jarden, it shall be deemed that no Swap Parameters are proposed.
- 2.8.9** Without limiting clause 2.8.9, the delivery of a subsequent Swap Parameter Notice shall not affect or prejudice any Applicable Hedge Positions determined to be established by the Hypothetical Broker Dealer or any Hedging Activities.

3 Additional Representations and Agreements:

3.1 Mutual Representations and Agreements:

Each party will be deemed to represent to and/or agree with the other party on the date on which it enters into this Transaction, pays an Initial Exchange Amount and on the date on which it enters into any amendment to or, in respect of (b) and (c), terminates the Transaction that (in the absence of any written agreement between the parties which expressly imposes affirmative obligations to the contrary for this Transaction):

- (a) *Non-reliance.* (A) It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (B) it is not relying on any communication (written or oral) of the other party or any of its Affiliates as investment advice or as a recommendation to enter into the Transaction (it being understood that information and explanations related to the terms and conditions

of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction), and (C) no communication (written or oral) received from the other party or any of its Affiliates shall be deemed to be an assurance or guarantee as to the expected results of the Transaction.

- (b) *Assessment and Understanding.* It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.
- (c) *Status of Parties.* The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.
- (d) *Disclosure Requirement.* Each party agrees that it shall comply with all reporting requirements applicable to the Transaction as required under all reporting requirements applicable to it in Australia and any other jurisdiction where it is subject to reporting requirements including Takeovers Panel Guidance Note 20. Each party acknowledges that details of this Transaction (including the identity of the counterparty) may: (i) upon written request, where such request would be complied with by a prudent participant in the relevant market or order by any governmental, semi-governmental, judicial or regulatory entity or authority (including but not limited to the Exchange and the Takeovers Panel) ("**Government Agency**"), or (ii) to the extent required by any applicable law, rules, regulations, codes or guidelines of any Government Agency, be disclosed in accordance with such request, order, law, rules, regulations, codes or guidelines. By entering into the Transaction, each party agrees to such disclosure and releases the other party and any of its subsidiaries and affiliates from any duty of confidentiality owed to it in respect of such information for the purpose of such disclosure.
- (e) *Not acting in concert and no relevant interest.* Jarden and Counterparty acknowledge and agree that, other than any obligation of Jarden to deliver, and of Counterparty (or its nominee) to take delivery of and pay for, Shares pursuant to Physical Settlement under this Confirmation, neither Counterparty, Jarden, any Relevant Individual and/or any of its or their Affiliates have any obligation to acquire, hold or dispose of any Shares in connection with this Transaction. To the extent that any such person does acquire, hold or dispose of any Shares at any time, Jarden and Counterparty acknowledge and agree that: (i) they are not acting in concert and there is no agreement, arrangement or understanding between Jarden and Counterparty and/or any Relevant Individual whatsoever with respect to any shareholding interest in the Issuer or for the purpose of controlling or influencing the composition of the Issuer's board, or the conduct of the Issuer's affairs, and (ii) they have no agreement, arrangement or understanding with respect to the exercise of voting rights relating to such Shares or the disposal of such Shares and each of Counterparty and each Relevant Individual will make their own determination independently of Jarden (and vice versa) in relation to corporate actions in respect of the Issuer and any Shares that they may hold.
- (f) *No requirement to purchase or hold Shares:* Each party's rights and obligations under this Transaction are not dependent or conditional upon Jarden or any of its Affiliates owning or having any legal or equitable interest in the Shares or any expectation of Jarden or any of its Affiliates acquiring such an interest and the fact that Jarden or any of its Affiliates may or may not have such an interest or

an expectation of acquiring such an interest shall have no effect whatsoever on the rights and obligations of the parties under this Transaction.

3.2 Counterparty Additional Representations and Agreements:

Counterparty represents to Jarden that at the time it enters into this Confirmation or any amendment to this Confirmation, and at the time (if any) it pays an Initial Exchange Amount or gives a VET Notice and/or a Swap Parameter Notice:

- (a) it is not entering into this Transaction or such amendment, making such payment or giving such notice to: (i) create a false or misleading appearance of trading activity in the Shares (or any security convertible into or exchangeable for Shares), (ii) create an artificial price for trading of the Shares (or any security convertible into or exchangeable for Shares), or (iii) maintain at an artificial level a price for trading of the Shares (or any security convertible into or exchangeable for Shares);
- (b) entering into of the Transaction and any amendment to the Transaction, paying such amount and/or giving such notice, and in each case, any related action in connection with the exercise of any rights under the Transaction by it will not cause or result in Counterparty violating any provision of Division 3 of Part 7.10 or section 606 of the *Corporations Act 2001* (Cth); and
- (c) if any Shares are held by or for or otherwise controlled by Jarden or its Affiliates (whether or not as part of any hedge in relation to the Transaction), Counterparty acknowledges and agrees that it has no right or interest (legal, beneficial or otherwise) in or to any of those Shares or any power in relation to them including, without limitation, any power to control, or right to be consulted, concerning disposal or trading of those Shares by Jarden or its Affiliates or any decision by Jarden or its Affiliates with respect to the exercise by Jarden or Jarden's nominee of the right to vote attaching to those Shares, which Counterparty acknowledges is at the sole and absolute discretion of Jarden or its Affiliate (as applicable).

3.3 Counterparty Undertaking

In respect of this Transaction, Counterparty agrees (and Jarden acknowledges) that Counterparty will give the notice to ASX and the Issuer in relation to any resulting substantial holding, as required under section 671B(1) of the Corporations Act (which may attach a copy of this Confirmation) on or before 9.00 am (Sydney time) on the date falling one Exchange Business Day after the Trade Date.

3.4 Tax Representations:

3.4.1 Payer Tax Representations

Jarden and Counterparty each make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of the Agreement) to be made by it to the other party under this Confirmation. In making this representation, it may rely on:

- (a) the accuracy of any representations made by the other party pursuant to Section 3(f) of the Agreement;
- (b) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of the Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of the Agreement; and

- (c) the satisfaction of the agreement of the other party contained in Section 4(d) of the Agreement,

except that it will not be a breach of this representation where reliance is placed on paragraph (b) above and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

3.4.2 Payee Tax Representations

The parties do not make any payee tax representations.

3.5 New Zealand regulatory representations

Counterparty represents and warrants it is a wholesale investor within the meaning of clause 3(2)(a), (c) or (d) of Schedule 1 to the *Financial Markets Conduct Act 2013* ("**FMCA**"), which includes a person who is: (i) an "investment business"; (ii) "large"; or (iii) a "government agency", in each case as defined in Schedule 1 to the FMCA.

The representations and warranties in this clause 3.5 are deemed to be repeated at all times.

3.6 Confidentiality

Each party to this Confirmation agrees that any information in respect of or relating to this Confirmation, to the extent that such information is not known to the public (other than by virtue of a breach of this provision), and the Transaction (the "**Information**") is confidential and will be treated as such and that each party consents to the communication and disclosure by the other party of Information:

- (a) to the Calculation Agent (or any replacement Calculation Agent);
- (b) to the other party's branches, subsidiaries, Affiliates and professional advisors, as well as their respective officers and employees, on a need-to-know basis in connection with the Transaction or to the extent required by law or regulation or any government or regulatory authority; and
- (c) as required by a court in connection with any dispute relating to the Transaction which the Counterparty has with Jarden and/or any of its Affiliates (or vice versa).

Notwithstanding anything to the contrary in this Confirmation or any non-disclosure, confidentiality or other agreement between the parties, Jarden hereby consents to the disclosure of information required by Counterparty in order to comply with paragraph 3.1(d) (*Disclosure Requirement*) and 3.3 (*Counterparty Undertaking*) above.

4 Pricing Letter:

- (a) Jarden will, as soon as reasonably practicable following 4:30pm (Sydney time) on the Trade Date, deliver a notice (substantially in the form attached as Annex 1 or in excel file format containing the information attached at Annex 1, in each case, together with such other information as Jarden may determine relevant, the "**Initial Pricing Letter**") to Counterparty by email setting out:
 - i. the Number of Shares;
 - ii. the Initial Price;
 - iii. the Equity Notional Amount as of such date;
 - iv. the Initial Exchange Amount;
 - v. the Entry Fee; and

- vi. the Scheduled Unwind Period Start Date.
- (b) If Cash Settlement applies, Jarden will, as soon as reasonably practicable following 4:30 pm (Sydney time) on each Exchange Business Day in any Unwind Period and as soon as reasonably practicable following the last day of any Unwind Period, deliver a notice (substantially in the form attached as Annex 1 or in excel file format containing the information attached at Annex 1, in each case, together with such other information as Jarden may determine relevant, the "**Unwind Pricing Letter**" and together with an Initial Pricing Letter, a "**Pricing Letter**") to the Counterparty by email setting out:
 - i. the Number of Shares as of such date;
 - ii. the Daily Reduction Number of Shares;
 - iii. the Daily Final Price, Decrease Exchange Date and Decrease Exchange Amount in respect of such date (if such date is a Decrease Date) as of such date;
 - iv. the Final Price as of such date;
 - v. the Final Exchange Amount as of such date;
 - vi. the Unwind Period End Date (as relevant) (if any); and
 - vii. the Unwind Fee.
- (c) Without limiting the obligation of Jarden to provide the Pricing Letter, failure by Jarden to provide the Pricing Letter will not affect the validity of the terms of this Confirmation.
- (d) Absent manifest error, each Pricing Letter prepared in accordance with this Confirmation will be conclusive evidence as to the matters to which it relates.
- (e) In respect of the Final Price, a Pricing Letter will supersede and replace in its entirety all earlier Pricing Letters given in respect of a Transaction.

5 Account Details:

- 5.1** Payments to Jarden: Counterparty will make all payments in accordance with the standard settlement instructions of Jarden.
- 5.2** Payment to Counterparty: As per standard settlement instructions.

6 Offices:

- (a) The Office of Jarden for the Transaction is Wellington. Jarden is not a Multibranch Party.
- (b) The Office of Counterparty for the Transaction is Singapore. The Counterparty is not a Multibranch Party.

7 Addresses for Notices:

For the purposes of Section 12(a) of the Agreement:

Address and emails for notices or communications to Jarden:

Address:	Jarden Scientific Trading Limited Level 14, 171 Featherston Street, Wellington Central, Wellington, 6011 NEW ZEALAND	
Attention:	██████████	
Telephone No.:	██████████	
Mobile No.:	██████████	
Email:		
To:	████████████████████	
Cc:	██	

This Confirmation may be executed in any number of counterparts and all of those counterparts taken together will constitute the one and the same instrument.

Address and email for notices or communications to Counterparty:

Address:	83 Clemenceau Avenue, #11-01, UE Square 239920, Singapore	
Attention:	██████████	
Telephone No.:	██████████	
Email:	██████████	
With a copy to:	██ ██ ██	████████████████████ ████████████████████ ████████████████████

Notwithstanding Section 12(a) of the Agreement (but without prejudice to any other manner of effectively delivering such notices in accordance with the Agreement) any notice hereunder (including pursuant to Section 5 or 6 of the Agreement) may be given by email (which will be deemed to be in writing) and does not need to be signed.

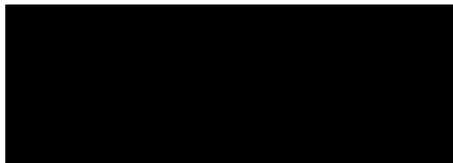


Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us.

Yours faithfully

JARDEN

Jarden Scientific Trading Limited



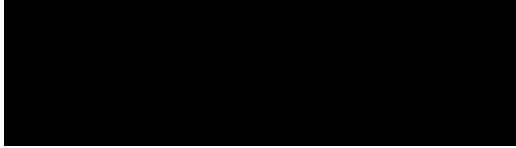
By: _____

Name: [Redacted]

Confirmed and accepted as of the date first written:

COUNTERPARTY

Executed by TPG Waterloo SG Pte. Ltd.:

A large black rectangular redaction box covering the signature area.

Signature of authorised signatory

Name: 

Title: Director

Annex 1
Form of Pricing Letter

Date: [•] 202[•]

To: TPG Waterloo SG Pte. Ltd. (UEN 202555460N) ("**Counterparty**")

83 Clemenceau Avenue, #11-01, UE Square 239920, Singapore

From: Jarden Scientific Trading Limited ("**Jarden**")

Re: Pricing Letter in respect of the Total Return Swap Transaction

Date:	
Number of Shares ¹	
Daily Reduction Number of Shares ²	
Daily Final Price, Decrease Exchange Date and Decrease Exchange Amount ³	
Initial Price ⁴	
Final Price ⁵	
Equity Notional Amount ⁶	
Initial Exchange Amount ⁷	
Final Exchange Amount ⁸	
Scheduled Unwind Period Start Date ⁹	
Unwind Period End Date ¹⁰	
Unwind Fee ¹¹	
Entry Fee ¹²	

¹ Initial Pricing Letter only

² Unwind Pricing Letter only

³ Unwind Pricing Letter only

⁴ Initial Pricing Letter only

⁵ Unwind Pricing Letter only

⁶ Initial Pricing Letter only

⁷ Initial Pricing Letter only

⁸ Unwind Pricing Letter only

⁹ Initial Pricing Letter only

¹⁰ Unwind Pricing Letter only

¹¹ Unwind Pricing Letter only

¹² Initial Pricing Letter only