EXECUTION VERSION

ISSUE AND PAYING AGENCY AGREEMENT

DATED 31 OCTOBER 2025

RIO TINTO FINANCE (USA) INC.
RIO TINTO FINANCE (USA) LIMITED
RIO TINTO FINANCE (USA) PLC
as Issuers

RIO TINTO PLC
RIO TINTO LIMITED
as Guarantors

U.S.$10,000,000,000

EURO MEDIUM TERM NOTE PROGRAMME

(amended and restated)

A&O SHEARMAN

Allen Overy Shearman Sterling LLP

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CONTENTS

THIS AMENDED AND RESTATED ISSUE AND PAYING AGENCY AGREEMENT is made on 31 October 2025,

BETWEEN:

(1) **RIO TINTO FINANCE (USA) INC.;**

(2) **RIO TINTO FINANCE (USA) LIMITED (ABN 84 062 129 551)**;

(3) **RIO TINTO FINANCE (USA) PLC**;

(4) **RIO TINTO PLC** ("**RTP**");

(5) **RIO TINTO LIMITED (ABN 96 004 458 404)** ("**RTL**");

(6) **DEUTSCHE BANK AG**, **LONDON BRANCH** a corporation domiciled in Frankfurt am Main, Germany, operating in the United Kingdom under branch number BR000005, acting through its London branch at 21 Moorfields, London EC2Y 9DB, United Kingdom (the "**Issue and Paying Agent**", and "**Transfer Agent**" which expression shall include any successor issue and paying agent or additional or successor transfer agent, as the case may be, appointed in accordance with Clause 23);

(7) **DEUTSCHE BANK LUXEMBOURG S.A.** of 2, boulevard Konrad Adenauer, L-1115 Luxembourg (the "**Registrar**", which expression shall include any successor registrar, appointed in accordance with Clause 23); and

(8) **DEUTSCHE TRUSTEE COMPANY LIMITED**, a company incorporated with limited liability in England and Wales, whose registered office is at 21 Moorfields, London EC2Y 9DB, United Kingdom (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees of the Trust Deed).

WHEREAS:

(A) Rio Tinto Finance (USA) Limited (ABN 84 062 129 551), Rio Tinto Finance (USA) plc (each an issuer under the U.S.$10,000,000,000 Euro Medium Term Note Programme (the "**Programme**")), the Guarantors, the Trustee and the Paying Agents, *inter alios*, entered into an amended and restated Issue and Paying Agency Agreement dated 7 May 2021 (such agreement, the "**2021 Agency Agreement**") in respect of the Programme.

(B) The parties hereto agree to make certain modifications to the 2021 Agency Agreement, including (but not limited to) reflecting (i) the accession of Rio Tinto Finance (USA) Inc. as an issuer under the Programme, and (ii) a change in the name of the Programme from "Programme for the Issuance of Debt Instruments" to "Euro Medium Term Note Programme".

(C) This Agreement amends and restates the Previous Agency Agreement. Any Notes issued under the Programme on or after the date hereof shall be issued pursuant to this Agreement.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 "**Agent**" means each of the Paying Agents, the Registrar and the Transfer Agents;

"**Calculation Agent**" means, in relation to the Notes of any Series, the person appointed as calculation agent in relation to the Notes by the relevant Issuer pursuant to the provisions of a Calculation Agency

Agreement (or any other agreement) and shall include any successor calculation agent appointed in respect of the Notes;

"**CGN**" means a Temporary Bearer Global Note in the form set out in Part 1 of the Second Schedule of the Trust Deed or a Permanent Bearer Global Note in the form set out in Part II of the Second Schedule of the Trust Deed, in either case where the applicable Final Terms specify that the Notes are not in NGN form;

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended;

"**Conditions**" means, in respect of the Notes, the terms and conditions applicable thereto, being in or substantially in the form set out in the Trust Deed or in such other form as may be agreed between the relevant Issuer, the Issue and Paying Agent and the relevant Dealer as completed by the applicable Final Terms;

"**Distribution Compliance Period**" has the meaning given to that term in Regulation S under the Securities Act;

"**Eurosystem-eligible NGN**" means a NGN which is intended to be held in a manner which would allow Eurosystem eligibility, as stated in the applicable Final Terms;

"**FATCA Withholding**" means any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement);

"**Guarantor**" means each of RTP and RTL (together, the "**Guarantors**" and each a "**Guarantor**");

"**Issuer**" means each of Rio Tinto Finance (USA) Inc., Rio Tinto Finance (USA) Limited and Rio Tinto Finance (USA) plc (together, the "**Issuers**" and each an "**Issuer**") and references in this Agreement to the "**relevant Issuer**" shall, in relation to any Tranche of Notes, be references to the Issuer which is, or is intended to be, the Issuer of such Notes as indicated in the applicable Final Terms;

"**Joint Venture**" means a partnership, corporation, joint venture or unincorporated organisation or association whose business or activities substantially consist of or are related to the exploration, development, mining and/or exploitation (including processing and marketing) of base and precious metals, other minerals, petroleum or any other materials whatsoever;

"**London Stock Exchange**" means the London Stock Exchange plc or any other body to which its functions have been transferred;

"**Official List**" has the meaning given to that term in section 103 of the FSMA;

"**NGN**" means a Temporary Bearer Global Note in the form set out in Part 1 of the Second Schedule of the Trust Deed or a Permanent Bearer Global Note in the form set out in Part II of the Second Schedule of the Trust Deed, in either case where the applicable Final Terms specify that the Notes are in NGN form;

"**NSS**" means the New Safekeeping Structure for registered global securities which are intended to constitute eligible collateral for Eurosystem monetary policy operations;

"**Paying Agents**" means the Issue and Paying Agent and the Registrar and which expression shall include any additional or successor paying agent appointed in accordance with Clause 23 and "**Paying Agent**" shall mean any of the Paying Agents;

"**Sanctioned Country**" means a country or territory that is or whose government is subject to a comprehensive U.S. sanctions programme, including, as at the date of this Agreement, Crimea, Cuba, Iran, North Korea, Russia, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic (as may be amended by the U.S. authorities from time-to-time);

"**Sanctions**" means any applicable economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by any U.S. Federal Governmental Authority (including the U.S. Department of the Treasury's Office of Foreign Assets Control and the U.S. Department of State), the United Nations Security Council, the European Union and/or the United Kingdom; and

"**Stock Exchange**" means the London Stock Exchange or any other stock exchange on which any Notes may from time to time be listed, and references in this Agreement to the "**relevant Stock Exchange**" shall, in relation to any Notes, be references to the stock exchange or stock exchanges on which the Notes are from time to time, or are intended to be, listed.

Other terms and expressions defined in the Dealership Agreement, the Trust Deed or the Notes or used in the applicable Final Terms shall have the same meanings in this Agreement, except where the context requires otherwise or unless otherwise stated. "**Dealership Agreement**" means the dealership agreement of even date herewith made between the Issuers, the Guarantors and the Dealers concerning the issue and purchase of Notes to be issued by the Issuers as amended, modified, varied, supplemented, replaced or novated from time to time. "**Trust Deed**" means the trust deed dated 22 December 1999 made between, *inter alios*, the issuers specified therein, the Guarantors and the Trustee as amended, modified, supplemented or restated from time to time. In the event of inconsistency between this Agreement, the Dealership Agreement or the Trust Deed and the applicable Final Terms, the applicable Final Terms will prevail.

1.2 Words denoting the singular number only shall include the plural number also and vice versa, words denoting one gender only shall include the other gender and words denoting persons only shall include firms and corporations and vice versa.

1.3 All references in this Agreement to costs or charges or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof.

1.4 Any references to Notes shall, unless the context otherwise requires, include any Global Note representing such Notes.

1.5 For the purposes of this Agreement, the Notes of each Series shall form a separate series of Notes and the provisions of this Agreement shall apply *mutatis mutandis* separately and independently to the Notes of each Series and in this Agreement the expressions "**Notes**", "**Holders**", "**Coupons**", "**Couponholders**", "**Talons**" and related expressions shall be construed accordingly.

1.6 All references in this Agreement to principal and/or interest or both in respect of the Notes or to any moneys payable by the relevant Issuer and/or the Guarantors under this Agreement shall be construed in accordance with Condition 8.

1.7 All references in this Agreement to the "**relevant currency**" shall be construed as references to the currency in which the relevant Notes and/or Coupons are denominated.

1.8 In this Agreement, clause headings are inserted for convenience and ease of reference only and shall not affect the interpretation of this Agreement. All references in this Agreement to any law or the provisions of any law shall be deemed to be references to that law or provision as from time to time modified, extended, amended or re-enacted or to any statutory instrument, order or regulation made thereunder or under such re-enactment.

1.9 All references in this Agreement to an agreement, note or other document (including, without limitation, this Agreement, the Dealership Agreement, the Trust Deed, the Settlement Procedures Memorandum, the Base Prospectus, the Notes and any Conditions appertaining thereto and the Coupons) shall be construed as a reference to that agreement, note or document as the same may be amended, modified, varied or supplemented from time to time.

1.10 Any references herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the relevant Issuer, the Guarantors, the Trustee and the Issue and Paying Agent.

1.11 All references in this Agreement to the "**records**" of Euroclear and Clearstream, Luxembourg shall be to the records that each of Euroclear and Clearstream, Luxembourg holds for its customers which reflect the amount of such customers' interest in the Notes.

1.12 All references in this Agreement to a Directive include any relevant implementing measure of each Member State of the European Economic Area which has implemented such Directive.

1.13 As used herein, in relation to any Notes which are to have a "listing" or be "listed": (i) on the London Stock Exchange, "**listing**" and "**listed**" shall be construed to mean that such Notes have been admitted to the Official List and admitted to trading on the London Stock Exchange's main market; and (ii) on any other Stock Exchange within the European Economic Area, "**listing**" and "**listed**" shall be construed to mean that Notes have been admitted to trading on a market within that jurisdiction which is a regulated market for the purposes of the Directive on Markets in Financial Instruments (Directive 2014/65/EU, as amended).

2. APPOINTMENT OF AGENTS

2.1 The Issue and Paying Agent is hereby appointed, and the Issue and Paying Agent hereby agrees to act, as paying agent of the relevant Issuer and the Guarantors (and, for the purposes only of subclause 2.3 below, the Trustee) upon the terms and subject to the conditions set out below, for the purposes of, *inter alia*:

(a) preparing, completing, authenticating and delivering Temporary Bearer Global Notes and Permanent Bearer Global Notes and (if required) authenticating and delivering Definitive Bearer Notes;

(b) giving effectuation instructions in respect of each Global Note which is a Eurosystem-eligible NGN;

(c) giving effectuation instructions in respect of each Registered Global Note which is held under the NSS;

(d) exchanging Temporary Bearer Global Notes for Permanent Bearer Global Notes or Definitive Bearer Notes, as the case may be, in accordance with the terms of such Temporary Bearer Global Notes and, in respect of any such exchange: (i) making all notations on such Bearer Global Notes which are CGNs as required in accordance with their terms; and (ii) instructing Euroclear and Clearstream, Luxembourg to make appropriate entries in their records in respect of all Global Notes in bearer form which are NGNs;

(e) exchanging Permanent Bearer Global Notes for Definitive Bearer Notes in accordance with the terms of such Permanent Bearer Global Notes and, in respect of any such exchange: (i) making all notations on such Permanent Bearer Global Notes which are CGNs as required in accordance with their terms; and (ii) instructing Euroclear and Clearstream, Luxembourg to make appropriate entries in their records in respect of all Permanent Bearer Global Notes which are NGNs;

(f) paying sums due on Bearer Global Notes, Definitive Bearer Notes and Coupons and instructing Euroclear and Clearstream, Luxembourg to make appropriate entries in their records in respect of all Global Notes in bearer form which are NGNs;

(g) exchanging Talons for Coupons in accordance with the Conditions;

(h) unless otherwise specified in the applicable Final Terms and subject to Condition 7C, determining the interest and/or other amounts payable in respect of the Notes in accordance with the Terms and Conditions;

(i) arranging on behalf of and at the expense of the relevant Issuer and/or the Guarantors for notices to be communicated to the Holders in accordance with the Conditions;

(j) ensuring that, as directed by the relevant Issuer, all necessary action is taken to comply with any reporting requirements of any competent authority in respect of any relevant currency as may be in force from time to time with respect to the Notes to be issued under the Programme;

(k) subject to the Settlement Procedures Memorandum, submitting to the relevant authority or authorities such number of copies of each Final Terms which relates to Notes which are to be listed as the relevant authority or authorities may reasonably require;

(l) acting as Calculation Agent in respect of Notes where agreed with the relevant Issuer and the relevant Dealer or Lead Manager, as the case may be; and

(m) performing all other obligations and duties imposed upon it by the Conditions and this Agreement.

2.2 Each Paying Agent is hereby appointed, and each Paying Agent hereby agrees to act, as paying agent of the relevant Issuer and the Guarantors (and, for the purposes only of subclause 2.3 below, the Trustee) upon the terms and subject to the conditions set out below, for the purposes of paying sums due on any Notes and Coupons and performing all other obligations and duties imposed upon it by the Terms and Conditions and this Agreement.

2.3 At any time after an Event of Default or a Potential Event of Default shall have occurred or the Notes of all or any Series shall otherwise have become due and repayable or the Trustee shall have received any money which it proposes to pay under Clause 10 of the Trust Deed to the relevant Holders and/or Couponholders, the Trustee may:

(a) by notice in writing to the relevant Issuer, the Guarantors, the Issue and Paying Agent, the Registrar, the Transfer Agents, and the other Paying Agents require the Issue and Paying Agent, the Registrar, the Transfer Agents and the other Paying Agents pursuant to this Agreement:

(i) to act thereafter as Issue and Paying Agent, Registrar, Transfer Agents and other Paying Agents, respectively, of the Trustee in relation to payments to be made by or on behalf of the Trustee under the provisions of the Trust Deed *mutatis mutandis* on the terms provided in this Agreement (save that the Trustee's liability under any provisions of this Agreement for the indemnification, remuneration and payment of out-of-pocket expenses of the Issue and Paying Agent, the Registrar, the Transfer Agents and the other Paying Agents shall be limited to the amounts in respect of the Notes of the relevant Series for the time being held by the Trustee on the trusts of the Trust Deed) and thereafter to hold all Notes, Coupons and Talons and all sums, documents and records held by them in respect of Notes, Coupons and Talons on behalf of the Trustee; or

(ii) to deliver up all Notes, Coupons and Talons and all sums, documents and records held by them in respect of Notes, Coupons and Talons to the Trustee or as the Trustee shall direct in such notice, provided that such notice shall be deemed not to apply to any documents or records which the Issue and Paying Agent, the Registrar, the relevant Transfer Agent or other Paying Agent is obliged not to release by any law or regulation; and

(b) by notice in writing to the relevant Issuer and the Guarantors require the Relevant Issuer and the Guarantors to make all subsequent payments in respect of the Notes and Coupons to or to the order of the Trustee and not to the Issue and Paying Agent.

2.4 In relation to: (i) each issue of Eurosystem-eligible NGNs; and (ii) each issue of Notes intended to be held under NSS, the Issuers hereby authorise and instruct the Issue and Paying Agent to elect Euroclear or Clearstream, Luxembourg as common safekeeper. From time to time, either Issuer (in respect of Notes issued by itself only) and the Issue and Paying Agent may agree to vary this election. The Issuers acknowledge that any such election is subject to the right of Euroclear and Clearstream, Luxembourg to jointly determine that the other shall act as common safekeeper in relation to any such issue and agree that no liability shall attach to the Issue and Paying Agent in respect of any such election made by it.

2.5 Each Transfer Agent is appointed, and each Transfer Agent agrees to act, as transfer agent of the relevant Issuer, the Guarantors (and, for the purposes only of subclause 2.3 above, the Trustee), upon the terms and subject to the conditions set out below for the purposes of effecting transfers of Definitive Registered Notes and performing all the other obligations and duties imposed upon it by the Conditions and this Agreement.

2.6 The Registrar is appointed, and the Registrar agrees to act, as registrar of the relevant Issuer, the Guarantors (and, for the purposes only of subclause 2.3 above, the Trustee), upon the terms and subject to the conditions set out below, for the following purposes:

(a) completing, authenticating and delivering Registered Global Notes and delivering Definitive Registered Notes;

(b) paying sums due on Registered Notes; and

(c) performing all the other obligations and duties imposed upon it by the Conditions, this Agreement and the Settlement Procedures Memorandum, including, without limitation, those set out in Clause 9.

The Registrar may from time to time, subject to the prior written consent of the Issuers, delegate certain of its functions and duties set out in this Agreement to the Issue and Paying Agent.

2.7 The obligations and duties of the Agents are several and not joint.

3. ISSUE OF GLOBAL NOTES

3.1 Subject to subclause 3.4 below, following receipt of a copy of the applicable Final Terms signed by the relevant Issuer, the relevant Issuer hereby authorises the Issue and Paying Agent and the Registrar, and each of the Issue and Paying Agent and the Registrar hereby agrees, to take the steps required of it in the Settlement Procedures Memorandum.

3.2 For the purpose of subclause 3.1 above, the Issue and Paying Agent will, *inter alia,* on behalf of the relevant Issuer if specified in the applicable Final Terms that a Temporary Bearer Global Note will represent the Notes on issue:

(a) prepare a Temporary Bearer Global Note by attaching a copy of the applicable Final Terms to a copy of the signed master Temporary Bearer Global Note;

(b) authenticate (or procure the authentication of) such Temporary Bearer Global Note;

(c) deliver such Temporary Bearer Global Note to the specified common depositary (if the Temporary Bearer Global Note is a CGN) or specified common safekeeper (if the Temporary Bearer Global Note is a NGN) and, in the case of a Temporary Bearer Global Note which is a Eurosystem-eligible NGN, to instruct the common safekeeper to effectuate the same;

(d) ensure that the Notes of each Tranche are assigned, as applicable, security numbers (including, but not limited to, common codes and ISINs) which are different from the security numbers assigned to Notes of any other Tranche of the same Series until at least expiry of the applicable Distribution Compliance Period; and

(e) if the Temporary Bearer Global Note is a NGN, instruct Euroclear and Clearstream, Luxembourg to make the appropriate entries in their records to reflect the initial outstanding aggregate principal amount of the relevant Tranche of Notes.

3.3 For the purpose of subclause 3.1 above, the Issue and Paying Agent or, as the case may be, the Registrar, will on behalf of the relevant Issuer if specified in the applicable Final Terms that a Registered Global Note will represent the Notes on issue:

(a) (in the case of the Registrar) prepare a Registered Global Note by attaching a copy of the applicable Final Terms to a copy of the relevant signed master Registered Global Note;

(b) (in the case of the Registrar) authenticate (or procure the authentication of) the relevant Registered Global Note;

(c) (in the case of the Registrar) deliver in the case of a Registered Global Note registered in the name of a nominee for a common depositary or common safekeeper, as the case may be, for Euroclear and Clearstream, Luxembourg, the Registered Global Note to the specified common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg and in the case of a Registered Global Note which is held under the NSS, instruct the common safekeeper to effectuate the same; and

(d) (in the case of the Issue and Paying Agent) ensure that the Notes of each Tranche are assigned, as applicable, security numbers (including, but not limited to, common codes and ISINs (as applicable)) which are different from the security numbers assigned to Notes of any other Tranche of the same Series until at least the expiry of the Distribution Compliance Period in respect of the relevant Tranche.

3.4 Each of the Issue and Paying Agent and the Registrar shall only be required to perform its obligations under Clause 3 if it holds (as applicable):

(a) a master Temporary Bearer Global Note, duly executed by a person or persons duly authorised to execute the same on behalf of the relevant Issuer, which may be used by the Issue and Paying Agent for the purpose of preparing Temporary Bearer Global Notes in accordance with subclause 3.2 and Clause 4;

(b) a master Registered Global Note duly executed by a person or persons duly authorised to execute the same on behalf of the relevant Issuer, which may be used by the Registrar for the purpose of preparing Registered Global Notes in accordance with subclause 3.3; and

(c) signed copies of the applicable Final Terms.

3.5 The relevant Issuer undertakes to ensure that the Issue and Paying Agent and/or the Registrar receives copies of each document specified in subclause 3.4 in a timely manner.

3.6 Where the Issue and Paying Agent delivers any authenticated Bearer Global Note to a common safekeeper for effectuation using electronic means, it is authorised and instructed to destroy the Bearer Global Note retained by it following its receipt of confirmation from the common safekeeper that the relevant Bearer Global Note has been effectuated.

4. EXCHANGE OF GLOBAL NOTES

4.1 The Issue and Paying Agent shall determine the Exchange Date for each Temporary Bearer Global Note in accordance with the terms thereof. Forthwith upon determining any Exchange Date, the Issue and Paying Agent shall notify such determination to the relevant Issuer, the Guarantors, the other Paying Agents, the Trustee, the relevant Dealer, Euroclear and Clearstream, Luxembourg.

4.2 Where a Temporary Bearer Global Note is to be exchanged for a Permanent Bearer Global Note, the Issue and Paying Agent is hereby authorised by the relevant Issuer and instructed:

(a) in the case of the first Tranche of any Series of Notes, to prepare and complete a Permanent Bearer Global Note in accordance with the terms of the Temporary Global Note applicable to such Tranche by attaching a copy of the applicable Final Terms to a copy of the applicable master Permanent Bearer Global Note;

(b) in the case of the first Tranche of any Series of Notes, to authenticate such Permanent Bearer Global Note;

(c) in the case of the first Tranche of any Series of Notes (if the Permanent Bearer Global Note is a CGN), to deliver such Permanent Bearer Global Note to the common depositary which is holding the Temporary Bearer Global Note applicable to such Tranche for the time being on behalf of Euroclear and/or Clearstream, Luxembourg to hold on behalf of the relevant Issuer pending its exchange for such Temporary Bearer Global Note or, in the case of a partial exchange, on entering details of such partial exchange of the Temporary Bearer Global Note in the relevant spaces in Schedule Two of both the Temporary Bearer Global Note and the Permanent Bearer Global Note;

(d) in the case of the first Tranche of any Series of Notes if the Permanent Bearer Global Note is a NGN, to deliver the Permanent Bearer Global Note to the common safekeeper which is holding the Temporary Bearer Global Note representing the Tranche for the time being on behalf of Euroclear and/or Clearstream, Luxembourg to effectuate (in the case of a Permanent Bearer Global Note which is a Eurosystem-eligible NGN) and to hold on behalf of the relevant Issuer pending its exchange for the Temporary Bearer Global Note;

(e) in the case of a subsequent Tranche of any Series of Notes if the Permanent Bearer Global Note is a CGN, to attach a copy of the applicable Final Terms to the Permanent Bearer Global Note applicable to the relevant Series and to enter details of any exchange in whole or part; and

(f) in the case of a subsequent Tranche of any Series of Notes if the Permanent Bearer Global Note is a NGN, to deliver the applicable Final Terms to the specified common safekeeper for attachment to the Permanent Bearer Global Note applicable to the relevant Series.

4.3 Where a Global Note is to be exchanged for Definitive Notes in accordance with its terms, the Issue and Paying Agent or, as the case may be, the Registrar is hereby authorised by the relevant Issuer and instructed to:

(a) authenticate such Definitive Note(s) in accordance with the provisions of this Agreement;

(b) deliver such Definitive Note(s) (in the case of Definitive Bearer Notes) to or to the order of Euroclear and/or Clearstream, Luxembourg or (in the case of Definitive Registered Notes) as the Registrar may be directed by the holder of the Definitive Registered Notes; and

(c) make all appropriate entries on the relevant Global Note.

4.4 Upon any exchange of all or a portion of an interest in a Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for Definitive Bearer Notes or upon any exchange of all of an interest in a Permanent Bearer Global Note for Definitive Bearer Notes, the Issue and Paying Agent: (i) shall procure that the relevant Global Note shall, if it is a CGN, be endorsed by the Issue and Paying Agent to reflect the reduction of its nominal amount by the aggregate nominal amount so exchanged and, where applicable, the Permanent Bearer Global Note shall be endorsed by the Issue and Paying Agent or on its behalf to reflect the increase in its nominal amount as a result of any exchange for an interest in the Temporary Bearer Global Note; or (ii) in the case of any Bearer Global Note which is a NGN, instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such exchange. Until exchanged in full, the holder of an interest in any Bearer Global Note shall in all respects be entitled to the same benefits under this Agreement as the holder of Definitive Bearer Notes and Coupons authenticated and delivered hereunder, subject as set out in the Conditions. The Issue and Paying Agent is hereby authorised on behalf of the relevant Issuer: (a) in the case of any Bearer Global Note which is a CGN, to endorse or to arrange for the endorsement of the relevant Bearer Global Note to reflect the reduction in the nominal amount represented thereby by the amount so exchanged and, if appropriate, to endorse the Permanent Bearer Global Note to reflect any increase in the nominal amount represented thereby and, in either case, to sign in the relevant space on the relevant Bearer Global Note recording such exchange and reduction or increase; (b) in the case of any Bearer Global Note which is a NGN, to instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such exchange; and (c) in the case of a total exchange, to cancel or arrange for the cancellation of the relevant Bearer Global Note.

4.5 Upon any exchange of a Registered Global Note for Definitive Registered Notes, the relevant Registered Global Note(s) shall be presented to the Registrar. The Registrar is authorised on behalf of the relevant Issuer to: (a) make all appropriate entries in the Register reflecting the reduction in the nominal amount represented by the relevant Registered Global Note(s); and (b) to cancel or arrange for the cancellation of the relevant Registered Global Note.

4.6 The Issue and Paying Agent or the Registrar, as the case may be, shall notify the relevant Issuer forthwith upon receipt of a request for issue of Definitive Notes in accordance with the provisions of a Global Note and the aggregate nominal amount of such Global Note to be exchanged in connection therewith.

4.7 The relevant Issuer undertakes to deliver to the Issue and Paying Agent and the Registrar sufficient numbers of executed Definitive Notes with, in the case of Definitive Bearer Notes, if applicable, Coupons and Talons attached, to enable each of the Issue and Paying Agent and the Registrar to comply with its obligations under this Agreement.

5. TERMS OF ISSUE

5.1 Each of the Issue and Paying Agent and the Registrar shall cause all Notes delivered to and held by it under this Agreement to be maintained in safe custody and shall ensure that such Notes are issued only in accordance with the provisions of this Agreement, the Trust Deed, the Terms and Conditions and, where applicable, the relevant Global Note.

5.2 Subject to the procedures set out in the Settlement Procedures Memorandum, for the purposes of Clause 3, each of the Issue and Paying Agent and the Registrar is entitled to treat a telephone or email communication from a person purporting to be (and who the Issue and Paying Agent or the Registrar, as the case may be, believes in good faith to be) the authorised representative of the relevant Issuer named in the list referred to in, or notified pursuant to, subclause 21.7 as sufficient instructions and authority of the relevant Issuer for the Issue and Paying Agent or the Registrar, as the case may be, to act in accordance with Clause 3 save where the Issue and Paying Agent or the Registrar has received from the relevant Issuer notice to the effect that such person is no longer an authorised representative of the Issuer.

5.3 In the event that a person who has signed a master Global Note or master Definitive Registered Note held by the Issue and Paying Agent or the Registrar, as the case may be, on behalf of the relevant Issuer ceases to be authorised as described in subclause 21.7, each of the Issue and Paying Agent and the Registrar shall (unless the relevant Issuer gives notice to the Issue and Paying Agent or the Registrar, as the case may be, that Notes signed by that person do not constitute valid and binding obligations of the relevant Issuer or otherwise until replacements have been provided to the Issue and Paying Agent or the Registrar, as the case may be) continue to have authority to issue Notes signed by that person, and the relevant Issuer hereby warrants to each of the Issue and Paying Agent and the Registrar that such Notes shall, unless notified as stated above, be valid and binding obligations of the relevant Issuer. Promptly upon such person ceasing to be authorised, the relevant Issuer shall provide the Issue and Paying Agent with replacement master Temporary Bearer Global Notes and Permanent Bearer Global Notes and shall provide the Registrar with replacement master Registered Global Notes and Definitive Registered Notes and the Issue and Paying Agent and the Registrar, as the case may be, shall, upon receipt of such replacements, cancel and destroy the master Notes held by them which are signed by such person and shall provide the relevant Issuer with a certificate of destruction in respect thereof, specifying the master Notes so cancelled and destroyed.

5.4 The Issue and Paying Agent will provide Euroclear and/or Clearstream, Luxembourg with the notifications, instructions or information to be given by the Issue and Paying Agent to Euroclear and/or Clearstream, Luxembourg.

5.5 If the Issue and Paying Agent pays an amount (the "**Advance**") to the relevant Issuer on the basis that a payment (the "**Payment**") has been or will be received from a Dealer and if the Payment is not received by the Issue and Paying Agent on the date the Issue and Paying Agent pays the relevant Issuer, the relevant Issuer shall repay to the Issue and Paying Agent the Advance and shall pay interest on the Advance (or the unreimbursed portion thereof) from (and including) the date such Advance is made to (but excluding) the earlier of repayment of the Advance or receipt by the Issue and Paying Agent of the Payment (at a rate quoted at that time by the Issue and Paying Agent as its cost of funding the Advance, provided that evidence of the basis of such rate is given to the relevant Issuer). For the avoidance of doubt, the Issue and Paying Agent shall not be obliged to pay any amount to the relevant Issuer if it has not received satisfactory confirmation that it is to receive such amount from a Dealer.

5.6 Except in the case of issues where the Issue and Paying Agent does not act as receiving bank for the relevant Issuer in respect of the purchase price of the Notes being issued, if on the Issue Date a Dealer does not pay the full purchase price due from it in respect of any Note (the "**Defaulted Note**") and, as a result, the Defaulted Note remains in the Issue and Paying Agent's distribution account with Euroclear and/or Clearstream, Luxembourg after such Issue Date, the Issue and Paying Agent will continue to hold the Defaulted Note to the order of the relevant Issuer. The Issue and Paying Agent shall notify the relevant Issuer forthwith of the failure of the Dealer to pay the full purchase price due from it in respect of any Defaulted Note and, subsequently, shall notify the relevant Issuer forthwith upon receipt from the Dealer of the full purchase price in respect of such Defaulted Note.

6. PAYMENTS

6.1 The relevant Issuer (failing which the Guarantors) will, on each date on which any payment in respect of any Note becomes due under the Terms and Conditions, transfer to an account specified by the Issue and Paying Agent no later than 10.00 a.m. (local time in the principal financial centre of the payment currency, which in the case of Australian dollars shall be Sydney, in the case of New Zealand dollars shall be Auckland, which in the case of Renminbi shall be the relevant RMB Settlement Centre(s) and, in the case of payment in euro, shall be London) such amount in the relevant currency as shall be sufficient for the purposes of such payment in funds settled through such payment system as the Issue and Paying Agent and the relevant Issuer may agree.

6.2 Any funds paid by or by arrangement with the relevant Issuer to the Issue and Paying Agent pursuant to subclause 6.1 shall be held in the relevant account referred to in subclause 6.1 for payment to the Holders or Couponholders, as the case may be, until any Notes or matured Coupons become void under Condition 11. In that event the Issue and Paying Agent shall forthwith repay to the relevant Issuer sums equivalent to the amounts which would otherwise have been repayable on the relevant Notes or Coupons.

6.3 The relevant Issuer (failing which the Guarantors) will ensure that no later than 10.00 a.m. (London time) on the second Business Day (as defined below) immediately preceding the date on which any payment is to be made to the Issue and Paying Agent pursuant to subclause 6.1, the Issue and Paying Agent shall receive a confirmation by email or SWIFT electronic messaging from the relevant Issuer that arrangements for payment have been made. For the purposes of this subclause 6.3, "**Business Day**" means a day on which commercial banks and foreign exchange markets settle payments in London.

6.4 The Issue and Paying Agent shall notify each of the other Paying Agents and the Registrar forthwith:

(a) if it has not by the relevant date specified in subclause 6.1 received unconditionally the full amount in the Specified Currency required for the payment; and

(b) if it receives unconditionally the full amount of any sum payable in respect of the Notes or Coupons after such date.

The Issue and Paying Agent shall, at the expense of the relevant Issuer or the Guarantors, forthwith upon receipt of any amount as described in subparagraph (b) above, cause notice of that receipt to be published under Condition 16.

6.5 The Issue and Paying Agent shall ensure that payments of both principal and interest in respect of a Temporary Bearer Global Note will only be made if certification of non-U.S. beneficial ownership as required by U.S. Treasury regulations has been received from Euroclear and/or Clearstream, Luxembourg in accordance with the terms thereof.

6.6 Unless it has received notice pursuant to subclause 6.4(a), each Paying Agent shall pay or cause to be paid all amounts due in respect of the Notes on behalf of the relevant Issuer and the Guarantors in the manner provided in the Conditions. If any payment provided for in subclause 6.1 is made late but otherwise in accordance with the provisions of this Agreement, the relevant Paying Agent shall nevertheless make payments in respect of the Notes as stated above following receipt by it of such payment.

6.7 If for any reason the Issue and Paying Agent reasonably considers in its sole discretion that the amounts to be received by it pursuant to subclause 6.1 will be, or the amounts actually received by it pursuant thereto are, insufficient to satisfy all claims in respect of all payments then falling due in respect of the Notes, no Paying Agent shall be obliged to pay any such claims until the Issue and Paying Agent has received the full amount of all such payments.

6.8 Without prejudice to subclauses 6.6 and 6.7, if the Issue and Paying Agent pays any amounts to the holders of Notes or Coupons or to any other Paying Agent at a time when it has not received payment in full in respect of the relevant Notes in accordance with subclause 6.1 (the excess of the amounts so paid over the amounts so received being the "**Shortfall**"), the relevant Issuer (failing which the Guarantors) will, in addition to paying amounts due under subclause 6.1, pay to the Issue and Paying Agent on demand interest (at a rate which represents the Issue and Paying Agent's cost of funding the Shortfall, provided that evidence of the basis of such rate is given to the relevant Issuer) on the Shortfall (or the unreimbursed portion thereof) until the receipt in full by the Issue and Paying Agent of the Shortfall.

6.9 The Issue and Paying Agent shall on demand promptly reimburse each other Paying Agent for payments in respect of Notes properly made by such Paying Agent in accordance with this Agreement and the Conditions unless the Issue and Paying Agent has notified the relevant Paying Agent, prior to its opening of business on the due date of a payment in respect of the Notes, that the Issue and Paying Agent does not expect to receive sufficient funds to make payment of all amounts falling due in respect of such Notes.

6.10 Whilst any Notes are represented by Global Notes, all payments due in respect of such Notes shall be made to, or to the order of, the holder of the Global Notes, subject to and in accordance with the provisions of the Global Notes. On the occasion of any such payment: (i) in the case of a Bearer Global Note which is a CGN, the Paying Agent to which such Bearer Global Note was presented for the purpose of making such payment shall cause the appropriate Schedule to the relevant Bearer Global Note to be annotated so as to evidence the amounts and dates of such payments of principal and/or interest as applicable; or (ii) in the case of any Bearer Global Note which is a NGN or any Registered Global Note which is held under the NSS, the Issue and Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such payment.

6.11 If the amount of principal and/or interest then due for payment is not paid in full (otherwise than by reason of a deduction required by law to be made therefrom or by reason of a FATCA Withholding or a certification required by the terms of an Note not being received): (i) the Paying Agent to which a Bearer Note or Coupon (as the case may be) is presented for the purpose of making such payment shall (unless the Note is a NGN) make a record of such shortfall on the Bearer Note or Coupon or, in the case of payments of interest on Registered Notes, the Registrar shall make a record on the Register and each record shall, in the absence of manifest error, be prima facie evidence that the payment in question has not to that extent been made; or (ii) in the case of any Bearer Global Note which is a NGN, the Issue and Paying Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such shortfall in payment. In addition, in the case of any Registered Global Note which is held under the NSS, the Registrar or the Issue and Paying Agent shall also instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such shortfall in payment.

6.12 If the relevant Issuer or either Guarantor determines, in each case in its sole discretion, that it will be required to withhold or deduct any FATCA Withholding in connection with any payment due on any Notes, then the relevant Issuer or the relevant Guarantor will be entitled to re-direct or reorganise any such payment in any way that it sees fit in order that the payment may be made without FATCA Withholding provided that any such re-direction or reorganisation of any payment is made through a recognised institution of international standing and such payment is otherwise made in accordance with this Agreement.

7. DETERMINATIONS AND NOTIFICATIONS IN RESPECT OF NOTES AND INTEREST DETERMINATION

7.1 Determinations and Notifications

(a) The Issue and Paying Agent shall, unless otherwise specified in the applicable Final Terms, make all such determinations and calculations (howsoever described) as it is required to do under the Conditions, all subject to and in accordance with the Conditions.

(b) The Issue and Paying Agent shall not be responsible to the relevant Issuer, the Guarantors or to any third party as a result of the Issue and Paying Agent having acted on any quotation given by any Reference Bank, which subsequently may be found to be incorrect.

(c) The Issue and Paying Agent shall promptly notify (and confirm in writing to) the relevant Issuer, the Guarantors, the other Paying Agents and (in respect of a Series of Notes listed on a Stock Exchange) the relevant Stock Exchange of, *inter alia*, each Rate of Interest, Interest Amount and Interest Payment Date and all other amounts, rates and dates which it is obliged to determine or calculate under the Conditions as soon as practicable after the determination thereof and of any subsequent amendment thereto pursuant to the Conditions.

(d) The Issue and Paying Agent shall use its best endeavours to cause each Rate of Interest, Interest Amount and Interest Payment Date and all other amounts, rates and dates, which it is obliged to determine or calculate under the Terms and Conditions, to be published as required in accordance with the Terms and Conditions as soon as possible after their determination or calculation.

(e) If the Issue and Paying Agent does not at any material time for any reason determine and/or calculate and/or publish the Rate of Interest, Interest Amount and/or Interest Payment Date in respect of any Interest Period or any other amount, rate or date as provided in this Clause 7, it shall forthwith notify the relevant Issuer, the Guarantors and the other Paying Agents of such fact.

(f) Determinations with regard to Notes required to be made by a Calculation Agent shall be made in the manner agreed with the relevant Issuer and the relevant Dealer or Lead Manager, as the case may be. Unless otherwise agreed between the relevant Issuer and the relevant Dealer or the Lead Manager, as the case may be, or unless the Issue and Paying Agent is the Calculation Agent (in which case the provisions of this Agreement shall apply), such determinations shall be made on the basis of a Calculation Agency Agreement substantially in the form of Schedule 1 to this Agreement. Notes of any Series may specify additional duties and obligations of any Agent, the performance of which will be agreed between the relevant Issuer and the relevant Agent prior to the relevant Issue Date.

7.2 Interest Determination, Screen Rate Determination including Fallback Provisions

(a) Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be determined in accordance with the Conditions.

(b) The Conditions also contain provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or the quotation or quotations required by the Conditions are unavailable or following a Benchmark Discontinuation Event.

8. NOTICE OF ANY WITHHOLDING OR DEDUCTION

8.1 If either the relevant Issuer or a Guarantor is, in respect of any payment, compelled to withhold or deduct any amount for or on account of taxes, duties, assessments or governmental charges as specifically contemplated under the Conditions, it shall give notice thereof to the Trustee, the Registrar and the Issue and Paying Agent as soon as it becomes aware of the requirement to make such withholding or deduction and shall give to the Trustee, and the Registrar and the Issue and Paying Agent such information as either of them shall require to enable it to comply with such requirement.

8.2 If any Agent is, in respect of any payment of principal or interest in respect of the Notes, compelled to withhold or deduct any amount for or on account of any taxes, duties, assessments or governmental charges as specifically contemplated under the Conditions, other than arising under subclause 8.1 or by virtue of the relevant holder failing to perform any certification or other requirement in respect of its Notes, it shall give notice thereof to the relevant Issuer, the Trustee and the Issue and Paying Agent as soon as it becomes aware of such compulsion to withhold or deduct.

9. OTHER DUTIES OF THE REGISTRAR

9.1 The Registrar shall perform the duties set out in this Agreement and the Conditions and, in performing those duties, shall act in accordance with this Agreement and the Conditions.

9.2 The Registrar shall so long as any Registered Note is outstanding:

(a) maintain at its specified office a register (the **Register**) of the holders of the Registered Notes which shall show: (i) the nominal amount of Notes represented by each Registered Global Note; (ii) the nominal amounts and the serial numbers of any Definitive Registered Notes; (iii) the dates of issue of all Registered Notes; (iv) all subsequent transfers and changes of ownership of Registered Notes; (v) the names and addresses of the holders of the Registered Notes; (vi) all cancellations of Registered Notes, whether because of their purchase by the relevant Issuer, the Guarantor or any Subsidiary of the relevant Issuer or a Guarantor, replacement or otherwise; and (vii) all replacements of Registered Notes (subject, where appropriate, in the case of (vi), to the Registrar having been notified as provided in this Agreement);

(b) effect exchanges of interests in Registered Global Notes for Definitive Registered Notes, in accordance with the Conditions and this Agreement, keep a record of all exchanges and ensure that the Issue and Paying Agent is notified immediately after any exchange;

(c) register all transfers of Definitive Registered Notes;

(d) receive any document in relation to or affecting the title to any of the Registered Notes including all forms of transfer, forms of exchange, probates, letters of administration and powers of attorney;

(e) immediately, and in any event within three business days (being days when banks are open for business in the city in which the specified office of the Registrar is located) of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations): (i) upon receipt by it of Definitive Registered Notes for transfer (together with any certifications required by it); or (ii) following reduction in nominal amount of a Registered Global Note on exchange into Definitive Registered Notes, authenticate and deliver at its specified office to the transferee or (at the risk of the transferee) send to the address requested by the transferee duly dated and completed Definitive Registered Notes of a like aggregate nominal amount to the Definitive Registered Notes transferred and, in the case of the transfer of part only of a Definitive Registered Note, authenticate and deliver at its specified office to the transferor or (at the risk of the transferor) send to the address requested by the transferor a duly dated and completed Definitive Registered Note in respect of the balance of the Definitive Registered Notes not so transferred;

(f) if appropriate, charge to the holder of a Registered Note presented for exchange or transfer: (i) the costs or expenses (if any) of delivering Registered Notes issued on exchange or transfer other than by regular uninsured mail; and (ii) a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration;

(g) maintain proper records of the details of all documents and certifications received by itself or any other Transfer Agent (subject to receipt of all necessary information from the other Transfer Agents);

(h) prepare any lists of holders of any Registered Notes required by the relevant Issuer, a Guarantor or the Issue and Paying Agent or any person authorised by any of them;

(i) subject to applicable laws and regulations at all reasonable times during office hours make the Register available to the relevant Issuer, the Guarantors, the Trustee or any person authorised by any of them or the holder of any Registered Note for inspection and for the taking of copies or extracts;

(j) comply with the reasonable requests of the relevant Issuer or a Guarantor with respect to the maintenance of the Register and give to the other Agents any information reasonably required by them for the proper performance of their duties; and

(k) comply with the terms of any duly executed form of transfer.

9.3 Notwithstanding anything to the contrary in this Agreement, in the event of a partial redemption of Notes under Condition 9, the Registrar shall not be required, unless so directed by the relevant Issuer: (a) to register the transfer of Definitive Registered Notes (or parts of Definitive Registered Notes) or to effect exchanges of interests in Registered Global Notes for Definitive Registered Notes during the period beginning on the sixty-fifth day before the date of the partial redemption and ending on the day on which notice is given specifying the serial numbers of Notes called (in whole or in part) for redemption (both inclusive); or (b) to register the transfer of any Registered Note (or part of a Registered Note) called for partial redemption.

9.4 Registered Notes shall be dated:

(a) in the case of a Registered Note issued on an Issue Date, the relevant Issue Date; or

(b) in the case of a Definitive Registered Note issued in exchange for an interest in a Registered Global Note, or upon transfer, with the date of registration in the Register of the exchange or transfer; or

(c) in the case of a Definitive Registered Note issued to the transferor upon transfer in part of a Registered Note, with the same date as the date of the Registered Note transferred; or

(d) in the case of a Definitive Registered Note issued under Condition 13, with the same date as the date of the lost, stolen, mutilated, defaced or destroyed Registered Note in replacement of which it is issued.

10. DUTIES OF THE TRANSFER AGENTS

10.1 The Transfer Agents shall perform the duties set out in this Agreement and the Conditions and, in performing those duties, shall act in accordance with the Conditions and this Agreement.

10.2 Each Transfer Agent shall:

(a) accept Registered Notes delivered to it, with the form of transfer on them duly executed, for the transfer or exchange of all or part of the Registered Note in accordance with the Conditions, and shall, in each case, give to the Registrar all relevant details required by it;

(b) immediately, and in any event within three business days (being days when banks are open for business in the city in which the specified office of the Registrar is located) of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations): (i) upon receipt by it of Definitive Registered Notes for transfer (together with any certifications required by it); or (ii) following reduction in the nominal amount of a Registered Global Note on exchange into Definitive Registered Notes, authenticate and deliver at its specified office to the transferee or (at the risk of the transferee) send to the address requested by the transferee duly dated and completed Definitive Registered Notes of a like aggregate nominal amount to the Definitive Registered Notes transferred and, in the case of the transfer of part only of a Definitive Registered Note, authenticate and deliver at its specified office to the transferor or (at the risk of the transferor) send to the address requested by the transferor a duly dated and completed Definitive Registered Note in respect of the balance of the Definitive Registered Notes not so transferred;

(c) if appropriate, charge to the holder of a Registered Note presented for exchange or transfer: (i) the costs and expenses (if any) of delivering Registered Notes issued on exchange or transfer other than by regular uninsured mail; and (ii) a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration and, in each case, account to the Registrar for those charges; and

(d) at the request of any Paying Agent deliver new Registered Notes to be issued on partial redemptions of a Registered Note.

11. REGULATIONS FOR TRANSFERS OF REGISTERED NOTES

Subject as provided below, the Issuers may from time to time agree with the Issue and Paying Agent, the Trustee and the Registrar reasonable regulations to govern the transfer and registration of Registered Notes. The initial regulations, which shall apply until amended under this Clause 11, are set out in Schedule 3 to this Agreement. The Transfer Agents agree to comply with the regulations as amended from time to time.

12. DUTIES OF THE AGENTS IN CONNECTION WITH EARLY REDEMPTION

12.1 If the relevant Issuer decides to redeem any Notes for the time being outstanding prior to their Maturity Date in accordance with the Conditions, the relevant Issuer shall give notice of such decision to the Issue and Paying Agent and the Trustee and in the case of redemption of Registered Notes, the Registrar stating the date on which such Notes are to be redeemed and the nominal amount of Notes to be redeemed not less than 15 days before the date on which the relevant Issuer will give notice to the Holders in accordance with the Conditions of such redemption in order to enable the Issue and Paying Agent and, if applicable, the Registrar to undertake its obligations herein and in the Conditions.

12.2 If some only of the Notes are to be redeemed on such date, the Issue and Paying Agent shall, in the case of Notes in definitive form, make the required drawing in accordance with the Conditions but shall give the relevant Issuer and the Trustee reasonable notice of the time and place proposed for such drawing and the relevant Issuer and the Trustee shall be entitled to send representatives to attend such drawing and the relevant Issuer shall, in the case of Notes in global form, co-ordinate the selection of Notes to be redeemed with Euroclear and/or Clearstream, Luxembourg, all in accordance with the Terms and Conditions.

12.3 The Issue and Paying Agent shall publish the notice required in connection with any such redemption and shall, if applicable, at the same time also publish a separate list of the serial numbers of any Notes in definitive form previously drawn and not presented for redemption. Such notice shall specify the date fixed for redemption, the redemption amount, the manner in which redemption will be effected and, in the case of a partial redemption of Definitive Notes, the serial numbers of the Notes to be redeemed. Such notice will be published in accordance with the Conditions. The Issue and Paying Agent will also notify the other Agents and the Trustee of any date fixed for redemption of any Notes.

12.4 The Registrar and each Paying Agent will keep a stock of notices ("**Put Notices**") in the form set out in Schedule 2 to this Agreement and will make such notices available on demand to holders of Definitive Notes, the Conditions of which provide for redemption at the option of Holders. Upon receipt of any such Note deposited in the exercise of such option in accordance with the Conditions, the Registrar, or as the case may be, the Paying Agent with which such Note is deposited shall hold such Note (together with any Coupons and Talons relating to it deposited with it) on behalf of the depositing Holder (but shall not, save as provided below, release it) until the due date for redemption of the relevant Note consequent upon the exercise of such option, when, subject as provided below, it shall present such Note (and any such unmatured Coupons and Talons) to itself for payment of the amount due thereon together with any interest due on such date in accordance with the Conditions and shall pay such moneys in accordance with the directions of the Holder contained in the relevant Put Notice. If, prior to such due date for its redemption, an Event of Default has occurred and is continuing or such Note becomes immediately due and repayable or if upon due presentation payment of such redemption moneys is improperly withheld or refused, the Registrar, or as the case may be, the Paying Agent concerned shall post such Note (together with any such Coupons and Talons) by uninsured post to, and at the risk of, the relevant Holder, unless the Holder has otherwise requested and paid the costs of such insurance to the Registrar or as the case may be, the relevant Paying Agent at the time of depositing the Notes, at such address as may have been given by the Holder in the relevant Put Notice. In the case of a partial redemption of Registered Notes, the Registrar shall, in accordance with the Conditions, post a new Registered Note in respect of the balance of the Registered Notes not redeemed to the registered holder. At the end of each period for the exercise of such option, the Registrar and each Paying Agent shall promptly notify the Issue and Paying Agent of the principal amount of the Notes in respect of which such option has been exercised with it together with their serial numbers and the Issue and Paying Agent shall promptly notify such details to the relevant Issuer and the Trustee. Where Notes are represented by Global Notes, exercise of any such option to redeem will be made in accordance with the provisions of such Global Notes and the rules and procedures of Euroclear and Clearstream, Luxembourg.

13. PUBLICATION OF NOTICES

13.1 Forthwith upon the receipt by the Issue and Paying Agent of a demand or notice from any Holder in accordance with the Conditions, the Issue and Paying Agent shall forward a copy thereof to the relevant Issuer, the Guarantors and the Trustee.

13.2 On behalf of and at the request and expense of the relevant Issuer (failing which the Guarantors), the Issue and Paying Agent shall cause to be published all notices required to be given by the relevant Issuer or the Guarantors or the Trustee to the Holders in accordance with the Conditions.

14. CANCELLATION OF NOTES, COUPONS AND TALONS

14.1 All Notes which are redeemed, all Global Notes which are exchanged in full, all Registered Notes which have been transferred, all Coupons which are paid and all Talons which are exchanged shall be cancelled by the Paying Agent by which they are redeemed, exchanged, transferred or paid. In addition, the relevant Issuer (failing which the Guarantors) shall immediately notify the Issue and Paying Agent in writing of all Notes which are purchased by or on behalf of the relevant Issuer, a Guarantor or any of their respective Subsidiaries and all such Notes surrendered to a Paying Agent for cancellation, together (in the case of Definitive Bearer Notes) with all unmatured Coupons or Talons (if any) attached thereto or surrendered therewith, shall be cancelled by the Paying Agent to which they are surrendered. Each of the Paying Agents shall give to the Issue and Paying Agent details of all payments made by it and shall deliver all cancelled Notes, Coupons and Talons to the Issue and Paying Agent or as the Issue and Paying Agent may specify.

14.2 The Issue and Paying Agent shall deliver to the relevant Issuer and the Trustee as soon as reasonably practicable and in any event within four months after the date of such repayment, payment, cancellation or replacement, as the case may be, a certificate stating:

(a) the aggregate nominal amount of Notes which have been redeemed and (in the case of Bearer Notes in definitive form) the aggregate amounts paid in respect of Coupons which have been paid;

(b) the serial numbers of those Notes in definitive form;

(c) the total number of each denomination by maturity date of those Coupons;

(d) the aggregate amount of interest paid (and the due dates of the payments) on the Global Notes;

(e) the aggregate nominal amount of Notes (if any) which have been purchased by or on behalf of the relevant Issuer, a Guarantor or any Subsidiary of the relevant Issuer or a Guarantor and cancelled and the serial numbers of such Notes in definitive form and the total number (where applicable, of each denomination) by maturity date of the Coupons and Talons attached thereto or surrendered therewith;

(f) the aggregate nominal amounts of Notes and the aggregate amounts in respect of Coupons which have been so surrendered and replaced and the serial numbers of such Notes in definitive form and the total number (where applicable, of each denomination) by maturity date of such Coupons and Talons; and

(g) the total number (where applicable, of each denomination) by maturity date of Talons which have been exchanged for further Coupons.

14.3 The Issue and Paying Agent shall destroy all cancelled Notes, Coupons and Talons and, forthwith upon destruction, furnish the relevant Issuer with a certificate of the serial numbers of the Notes (in the case of Notes in definitive form) and the number by maturity date of Coupons and Talons so destroyed.

14.4 Without prejudice to the obligations of the Issue and Paying Agent pursuant to subclause 14.2, the Issue and Paying Agent shall keep a full and complete record of all Notes, Coupons and Talons (other than serial numbers of Coupons) and of their redemption, purchase by or on behalf of the relevant Issuer, a Guarantor or any of their respective Subsidiaries and cancellation, payment or replacement (as the case may be) and of all replacement Notes, Coupons or Talons issued in substitution for mutilated, defaced, destroyed, lost or stolen Notes, Coupons or Talons. The Issue and Paying Agent shall in respect of the Coupons and Talons of each maturity retain (in the case of Coupons and Talons) until the expiry of five years from the Relevant Date in respect of such Coupons a record of the total number of Coupons or Talons of that maturity still remaining unpaid. The Issue and Paying Agent shall at all reasonable times make such record available to the relevant Issuer, the Guarantors, the Trustee and any persons authorised by any of them for inspection and for the taking of copies thereof or extracts therefrom.

14.5 The Issue and Paying Agent is authorised by the relevant Issuer and instructed to: (a) in the case of any Bearer Global Note which is a CGN, to endorse or to arrange for the endorsement of the relevant Global Note to reflect the reduction in the nominal amount represented by it by the amount so redeemed or purchased and cancelled; and (b) in the case of any Bearer Global Note which is a NGN and in the case of any Registered Global Note which is held under the NSS, to instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such redemption or purchase and cancellation, as the case may be; provided, that, in the case of a purchase or cancellation, the relevant Issuer has notified the Issue and Paying Agent of the same in accordance with subclause 14.1.

15. ISSUE OF REPLACEMENT NOTES, COUPONS AND TALONS

15.1 The relevant Issuer will cause a sufficient quantity of additional forms of: (a) Bearer Notes (in the case of Notes in definitive form), Coupons and Talons to be available, upon request, to the Issue and Paying Agent at its specified office for the purpose of issuing replacement Bearer Notes, Coupons and Talons as provided below; and (b) Registered Notes, to be available, upon request, to the Registrar at its specified office for the purpose of issuing replacement Registered Notes as provided below.

15.2 The Issue and Paying Agent and the Registrar will, subject to and in accordance with the Conditions and the following provisions of this Clause 15, cause to be delivered any replacement Notes, Coupons and Talons which the relevant Issuer may determine to issue in place of Notes, Coupons and Talons which have been lost, stolen, mutilated, defaced or destroyed.

15.3 In the case of a mutilated or defaced Bearer Note, the Issue and Paying Agent shall ensure that (unless otherwise covered by such indemnity as the relevant Issuer may reasonably require) any replacement Bearer Note will only have attached to it Coupons and Talons corresponding to those (if any) attached to the mutilated or defaced Note which is presented for replacement.

15.4 The Issue and Paying Agent or the Registrar, as the case may be, shall obtain verification in the case of an allegedly lost, stolen or destroyed Note, Coupon or Talon in respect of which the serial number is known, that the Note, Coupon or Talon has not previously been redeemed, paid or exchanged, as the case may be. Neither the Issue and Paying Agent nor, as the case may be, the Registrar shall issue any replacement Note, Coupon or Talon unless and until the claimant therefor shall have:

(a) paid such costs and expenses as may be incurred in connection therewith;

(b) furnished it with such evidence and indemnity as the relevant Issuer may reasonably require; and

(c) in the case of any mutilated or defaced Note, Coupon or Talon, surrendered it to the Issue and Paying Agent or, as the case may be, the Registrar.

15.5 The Issue and Paying Agent or, as the case may be, the Registrar shall cancel any mutilated or defaced Notes, Coupons and Talons in respect of which replacement Notes, Coupons and Talons have been issued pursuant to this Clause 15 and shall furnish the relevant Issuer with a certificate stating the serial numbers of the Notes, Coupons and Talons so cancelled and, unless otherwise instructed by the relevant Issuer in writing, shall destroy such cancelled Notes, Coupons and Talons and furnish the relevant Issuer with a destruction certificate containing the information specified in subclause 14.3.

15.6 The Issue and Paying Agent or, as the case may be, the Registrar shall, on issuing any replacement Note, Coupon or Talon, forthwith inform the relevant Issuer, the Trustee and the other Agents of the serial number of such replacement Note, Coupon or Talon issued and (if known) of the serial number of the Note, Coupon or Talon in place of which such replacement Note, Coupon or Talon has been issued. Whenever replacement Coupons or Talons are issued pursuant to the provisions of this Clause 15, the Issue and Paying Agent shall also notify the other Agents of the maturity dates of the lost, stolen, mutilated, defaced or destroyed Coupons or Talons and of the replacement Coupons or Talons issued.

15.7 The Issue and Paying Agent and the Registrar shall keep a full and complete record of all replacement Notes, Coupons and Talons issued and shall make such record available at all reasonable times to the relevant Issuer, the Guarantors, the Trustee and any persons authorised by any of them for inspection and for the taking of copies thereof or extracts therefrom.

15.8 Whenever any Bearer Note, Coupon or Talon for which a replacement Bearer Note, Coupon or Talon has been issued and in respect of which the serial number is known is presented to a Paying Agent for payment, the relevant Paying Agent shall immediately send notice thereof to the relevant Issuer, the Trustee and the other Paying Agents.

15.9 The Paying Agents shall issue further Coupon sheets against surrender of Talons. A Talon so surrendered shall be cancelled by the relevant Paying Agent who (except where such Paying Agent is the Issue and Paying Agent) shall inform the Issue and Paying Agent of its serial number. Further Coupon sheets issued on surrender of Talons shall carry the same serial number as the surrendered Talon.

16. COPIES OF DOCUMENTS AVAILABLE FOR INSPECTION

Each Paying Agent shall hold available for inspection or collection at its specified office during normal business hours copies of all documents required to be so available by the Conditions of any Notes. For these purposes, the relevant Issuer (failing which the Guarantors) shall furnish the Paying Agents with sufficient copies of each of the relevant documents. Each Paying Agent shall provide by email to a Holder copies of all documents required to be so available by the Conditions of any Notes, following the Holder's prior written request and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent).

17. MEETINGS OF HOLDERS

17.1 The provisions of the Third Schedule to the Trust Deed shall apply to meetings of the Holders and shall have effect in the same manner as if set out in this Agreement.

17.2 Without prejudice to subclause 17.1, each of the Paying Agents on the request of any holder of Notes shall issue voting certificates and block voting instructions in accordance with the Third Schedule to the Trust Deed and shall forthwith give notice to the relevant Issuer in writing of any revocation or amendment of a block voting instruction. Each of the Paying Agents will keep a full and complete record of all voting certificates and block voting instructions issued by it and will, not less than 24 hours before the time appointed for holding a meeting or adjourned meeting, deposit at such place as the Trustee shall designate or approve, full particulars of all voting certificates and block voting instructions issued by it in respect of such meeting or adjourned meeting.

18. COMMISSIONS AND EXPENSES

18.1 The relevant Issuer (failing which the Guarantors) agrees to pay to the Issue and Paying Agent such fees and commissions as the relevant Issuer and the Issue and Paying Agent shall separately agree in respect of the services of the Agents hereunder together with any out of pocket expenses (including legal, printing, postage and advertising expenses) incurred by the Agents in connection with their said services (including any applicable value added tax).

18.2 The Issue and Paying Agent will make payment of the fees and commissions due hereunder to the other Agents and will reimburse their expenses promptly after the receipt of the relevant moneys from the relevant Issuer or the Guarantors (as the case may be). Neither the relevant Issuer nor the Guarantors shall be responsible for any such payment or reimbursement by the Issue and Paying Agent to the other Agents.

19. INDEMNITY

19.1 The relevant Issuer shall indemnify (failing which each Guarantor agrees so to indemnify) each of the Agents against any losses, liabilities, costs, claims, actions, demands or expenses (including, but not limited to, all reasonable costs, legal fees, charges and expenses paid or incurred in disputing or defending any of the foregoing) which it may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers and duties hereunder except such as may result from wilful default, gross negligence or fraud by its officers, directors or employees.

19.2 Each Agent shall severally indemnify the relevant Issuer and each Guarantor against any loss, liability, cost, claim, action, demand or expenses (including, but not limited to, all reasonable costs, legal fees, charges and expenses paid or incurred in disputing or defending any of the foregoing) which the relevant Issuer or a Guarantor may incur or which may be made against the relevant Issuer or a Guarantor as a result of wilful default, gross negligence or fraud by its officers, directors or employees.

19.3 Notwithstanding the foregoing, under no circumstances will any Agent, Issuer or Guarantor be liable to any other party to this Agreement for any special, punitive, consequential or indirect loss or damage whatsoever (including, without limitation, loss of business, goodwill, opportunity or profit) whether or not foreseeable, even if advised of the possibility of such loss or damage.

19.4 The indemnity contained in this Clause 19 shall survive the termination or expiry of this Agreement.

20. RESPONSIBILITY OF THE AGENTS

20.1 No Agent shall, except as provided in Clause 19, be responsible or accountable to anyone with respect to the validity of this Agreement or the Notes or Coupons or for any act or omission by it in connection with this Agreement or any Note or Coupon except for its own negligence, wilful default or bad faith, including that of its officers and employees or breach of this Agreement.

20.2 No Agent shall, except as provided in Clause 19, have any duty or responsibility in case of any default by the relevant Issuer or a Guarantor in the performance of its obligations under the Terms and Conditions or, in the case of receipt of a written demand from a Holder or Couponholder, with respect to such default, provided however that forthwith upon receipt by the Issue and Paying Agent of a notice given by a Holder in accordance with Condition 16, the Issue and Paying Agent will notify the relevant Issuer and, where applicable, the Guarantors thereof and furnish them with a copy of such notice.

20.3 Whenever in the performance of its duties under this Agreement an Agent shall deem it necessary or desirable that any fact or matter be proved or established by the relevant Issuer or the a Guarantor prior to taking or suffering 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 certificate signed by the relevant Issuer or such Guarantor and delivered to such Agent and such certificate shall be a full authorisation to such Agent, in its capacity as such, for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.

21. CONDITIONS OF APPOINTMENT

21.1 Each Agent shall be entitled to deal with money paid to it by or on behalf of the relevant Issuer or the Guarantors for the purpose of this Agreement in the same manner as other money paid to a banker by its customers except:

(a) that it shall not exercise any right of set-off, lien or similar claim in respect thereof;

(b) as provided in subclause 21.2;

(c) that it shall not be liable to account to the relevant Issuer or the Guarantors for any interest thereon; and

(d) that money held by it need not be segregated except as required by law.

21.2 In acting hereunder and in connection with the Notes, each Agent shall act solely as an agent of the relevant Issuer and the Guarantors and, for the purposes of subclause 2.3, the Trustee, and will not thereby assume any obligations towards or relationship of agency or trust for or with any of the owners or holders of the Notes, Coupons or Talons.

21.3 Each Agent hereby undertakes to the relevant Issuer and each Guarantor to perform such obligations and duties, and shall be obliged to perform such duties and only such duties, as are herein (including Schedule 4 to this Agreement in the case of the Issue and Paying Agent and the Registrar), in the Terms and Conditions and in the Settlement Procedures Memorandum specifically set forth, and no implied duties or obligations shall be read into any such document against any Agent, other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent agent in comparable circumstances. Each of the Agents (other than the Issue and Paying Agent) agrees that if any information that is required by the Issue and Paying Agent and the Registrar to perform the duties set out in Schedule 4 to this Agreement becomes known to it, it will promptly provide such information to the Issue and Paying Agent and the Registrar.

21.4 The Issue and Paying Agent and the Registrar may consult with legal and other professional advisers and the opinion of such advisers shall be full and complete protection in respect of any action taken, omitted or suffered hereunder in good faith and in accordance with the opinion of such advisers.

21.5 Each Agent shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance upon any instruction, request or order from the relevant Issuer or the Guarantors or any notice, resolution, direction, consent, certificate, affidavit, statement or other paper or document, which it reasonably believes to be genuine and to have been delivered, signed or sent by the proper party or parties or upon written instructions from the relevant Issuer or the Guarantors.

21.6 Any Agent and its officers, directors and employees may become the owner of, and/or acquire any interest in, any Notes, Coupons or Talons with the same rights that they would have had if the Agent concerned were not appointed hereunder, and may engage or be interested in any financial or other transaction with the relevant Issuer or a Guarantor and may act on, or as depositary, trustee or agent for, any committee or body of holders of Notes or Coupons or in connection with any other obligations of the relevant Issuer or the Guarantors as freely as if the Agent were not appointed hereunder.

21.7 The relevant Issuer and each Guarantor shall provide the Issue and Paying Agent and the Registrar with a certified copy of the list of persons authorised to execute documents and take action on its behalf in connection with this Agreement and shall notify the Issue and Paying Agent and the Registrar promptly in writing if any of such persons ceases to be so authorised or if any additional person becomes so authorised together, in the case of an additional authorised person, with evidence satisfactory to the Issue and Paying Agent and the Registrar that such person has been so authorised.

21.8 Except as ordered by a court of competent jurisdiction or as required by law or applicable regulations or as provided in the Conditions, the Trust Deed and the Global Notes, the relevant Issuer, the Guarantors, the Trustee and each of the Agents shall be entitled to treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof).

21.9 The amount of the Programme may be increased by the Issuers in accordance with the procedure set out in the Dealership Agreement. Upon any such increase being effected, all references in this Agreement to the amount of the Programme shall be deemed to be references to such increased amount.

21.10 The Agents are not liable for any loss caused by events beyond their reasonable control including any malfunction, interruption or error in the transmission of information caused by any machine or systems or interception of communication facilities, abnormal operating conditions or events of force majeure.

22. COMMUNICATION BETWEEN THE PARTIES

A copy of all communications relating to the subject matter of this Agreement between the relevant Issuer, the Guarantors or the Trustee and any Agent (other than the Issue and Paying Agent) shall be sent to the Issue and Paying Agent.

23. CHANGES IN AGENTS

23.1 Each of the relevant Issuer and each Guarantor agrees that, for so long as any Note is outstanding, or until moneys for the payment of all amounts in respect of all outstanding Notes have been made available to the Issue and Paying Agent and have been returned to the relevant Issuer or the Guarantors, as the case may be, as provided herein:

(a) so long as any Notes are listed on any Stock Exchange, or admitted to listing by any other relevant authority, there will at all times be a Paying Agent, which may be the Issue and Paying Agent, and a Transfer Agent, which may be the Registrar, with a specified office in such place as may be required by the rules and regulations of such Stock Exchange or other relevant authority; and

(b) there will at all times be an Issue and Paying Agent and a Registrar.

In addition, the relevant Issuer and the Guarantors shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 8.4. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency (as provided in subclause 23.5), when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with Condition 16.

23.2 Each of the Issue and Paying Agent and the Registrar may (subject as provided in subclause 23.4) at any time resign as such by giving at least 45 days' written notice to the relevant Issuer, the Guarantors and the Trustee of such intention on its part, specifying the date on which its desired resignation shall become effective.

23.3 Each of the Issue and Paying Agent and the Registrar may (subject as provided in subclause 23.4) be removed at any time by the relevant Issuer on at least 45 days' notice by the filing with it of an instrument in writing signed on behalf of the relevant Issuer specifying such removal and the date when it shall become effective.

23.4 Any resignation under subclause 23.2 or removal under subclauses 23.3 or 23.5 shall only take effect upon the appointment by the relevant Issuer, as hereinafter provided, of a successor Issue and Paying Agent or Registrar, as the case may be, approved in writing by the Trustee and (other than in cases of insolvency of the Issue and Paying Agent or the Registrar, as the case may be) on the expiry of the notice to be given under Clause 25. Each of the relevant Issuer and the Guarantors agrees with the Issue and Paying Agent and the Registrar that if, by the day falling 10 days before the expiry of any notice under subclause 23.2, neither the relevant Issuer nor the Guarantors have appointed a successor Issue and Paying Agent or Registrar, as the case may be, then the Issue and Paying Agent or the Registrar, as the case may be, shall be entitled, on behalf of the relevant Issuer and the Guarantors, to appoint as a successor Issue and Paying Agent or Registrar as the case may be, in its place a reputable financial institution of good standing which the Trustee shall approve in writing, which approval shall not be unreasonably withheld or delayed.

23.5 In case at any time any Agent resigns, or is removed, or becomes incapable of acting or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or a substantial part of its property, or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a receiver of it or of all or a substantial part of its property is appointed or if any officer takes charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, a successor Agent which shall be a reputable financial institution of good standing approved in writing by the Trustee may be appointed by the relevant Issuer and the Guarantors by an instrument in writing filed with the successor. Upon the appointment as stated above of a successor Agent and acceptance by it of such appointment and (other than in case of insolvency of the Agent when it shall be of immediate effect) upon expiry of the notice to be given under Clause 25, the Agent so superseded shall cease to be an Agent hereunder.

23.6 Subject to subclause 23.1, the relevant Issuer and the Guarantors may, after prior consultation with the Issue and Paying Agent and with the prior written approval of the Trustee, terminate the appointment of any of the other Agents at any time and/or appoint one or more further or other Agents by giving to the Issue and Paying Agent and to the relevant other Agent at least 45 days' notice in writing to that effect (other than in the case of insolvency).

23.7 Subject to subclause 23.1, all or any of the Agents may resign their respective appointments hereunder at any time by giving the relevant Issuer, the Guarantors, the Trustee and the Issue and Paying Agent at least 45 days' written notice to that effect.

23.8 Upon its resignation or removal becoming effective, an Agent shall:

(a) in the case of the Issue and Paying Agent and the Registrar, forthwith transfer all moneys and records, and all Notes, Coupons and Talons surrendered to it but not yet destroyed, held by it hereunder to the successor Agent hereunder; and

(b) be entitled to the payment by the relevant Issuer (failing which the Guarantors) of its commissions, fees and expenses for the services theretofore rendered hereunder in accordance with the terms of Clause 18.

23.9 Upon its appointment becoming effective, a successor or new Agent shall, without further act, deed or conveyance, become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of its predecessor or, as the case may be, an Agent with like effect as if originally named as an Agent hereunder.

24. MERGER AND CONSOLIDATION

Any corporation into which any Agent may be merged or converted, or any corporation with which an Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which an Agent shall be a party, or any corporation to which an Agent shall sell or otherwise transfer all or substantially all of its assets shall, on the date when such merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the successor Agent under this Agreement without the execution or filing of any paper or any further act on the part of the parties hereto, unless otherwise required by the relevant Issuer, the Guarantors or the Trustee, and after the said effective date all references in this Agreement to the relevant Agent shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall forthwith be given to the Issuers, the Guarantors and the Trustee by the relevant Agent.

25. NOTIFICATION OF CHANGES TO AGENTS

Following receipt of notice of resignation from an Agent and forthwith upon appointing a successor or new Agent or on giving notice to terminate the appointment of any Agent, the Issue and Paying Agent (on behalf of and at the expense of the relevant Issuer (failing which the Guarantors)) shall give or cause to be given not more than 45 days' nor less than 30 days' notice thereof to the Holders in accordance with the Conditions.

26. CHANGE OF SPECIFIED OFFICE

If any Agent determines to change its specified office it shall (after having, in any such case, other than a change of specified office within the same city, obtained the prior written approval of the relevant Issuer and the Trustee thereto) give to the relevant Issuer, the Guarantors and the Issue and Paying Agent written notice of such determination giving the address of the new specified office, which shall be in the same city, and stating the date on which such change is to take effect, which shall not be less than 45 days thereafter. The Issue and Paying Agent (on behalf and at the expense of the relevant Paying Agent) shall within 15 days of receipt of such notice (unless the appointment of the relevant Agent is to terminate pursuant to Clause 23 on or prior to the date of such change) give or cause to be given not more than 45 days' nor less than 30 days' notice thereof to the Holders in accordance with the Conditions.

27. COMMUNICATIONS

27.1 All communications shall be made in English by letter delivered by hand or (but only where specifically provided in this Agreement or in the Settlement Procedures Memorandum) by telephone or email. Each communication shall be made to the relevant party at the address or telephone number or email address and, in the case of a communication by letter, marked for the attention of, or (in the case of a communication by telephone or email) made to, the person or department from time to time specified in writing by that party to the other for the purpose. The initial telephone number, email address and person or department so specified by each party are as follows:

The Issuers

RIO TINTO FINANCE (USA) INC.
Address: 4700 Daybreak Parkway
South Jordan
Utah 84009
United States of America

Tel: +1 801-204-2000
Email: company.secretarial@riotinto.com
Attention: Company Secretary of Rio Tinto Finance (USA) Inc.
cc: Head of Funding & Pensions (David.Niotakis@riotinto.com)

RIO TINTO FINANCE (USA) LIMITED
Address: Level 43
120 Collins Street
Melbourne
Victoria 3000
Australia

Tel: +61 3 9283 3333
Email: CompanySecretaryNotices@riotinto.com
Attention: Company Secretary of Rio Tinto Finance (USA) Limited
cc: Head of Funding & Pensions (David.Niotakis@riotinto.com)

RIO TINTO FINANCE (USA) PLC
Address: 6 St James's Square
London SW1Y 4AD
United Kingdom

Tel: +44 (0)20 7781 2000
Email: company.secretarial@riotinto.com
Attention: Company Secretary
cc: Head of Funding & Pensions (David.Niotakis@riotinto.com)

The Guarantors

RIO TINTO PLC
Address: 6 St James's Square
London SW1Y 4AD

Tel: +44 (0)20 7781 2000
Email: company.secretarial@riotinto.com
Attention: Company Secretary
cc: Head of Funding & Pensions (David.Niotakis@riotinto.com)

RIO TINTO LIMITED
Address: Level 43
120 Collins Street
Melbourne
Victoria 3000
Australia

Tel: +61 3 9283 3333
Email: CompanySecretaryNotices@riotinto.com
Attention: Company Secretary of Rio Tinto Limited
cc: Head of Funding & Pensions (David.Niotakis@riotinto.com)

The Agents

DEUTSCHE BANK AG, LONDON BRANCH
Address: 21 Moorfields
London EC2Y 9DB
United Kingdom

Tel: +44 (0)20 7545 8000
Email: DAS-EMEA@list.db.com
Attention: Debt and Agency Services

DEUTSCHE BANK LUXEMBOURG S.A.
Address: 2, Boulevard Konrad Adenauer
L-1115 Luxembourg

Tel: +352 4212 2656
Email: lux.registrar@db.com
Attention: The Registrar

The Trustee

DEUTSCHE TRUSTEE COMPANY LIMITED
Address: 21 Moorfields
London EC2Y 9DB
United Kingdom

Tel: +44 (0)20 7545 8000
E-mail: DAS-EMEA@list.db.com
Attention: The Managing Director

27.2 A communication shall be deemed received, (if by telephone) when made or (if by letter) when delivered or (if by email) when the relevant receipt of such email being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such email, in each case in the manner required by this Clause 27. However, if a communication is received after business hours on any business day or on a day which is not a business day in the place of receipt it shall be deemed to be received and become effective on the next business day in the place of receipt. Every communication shall be irrevocable save in respect of any manifest error therein.

28. SANCTIONS

28.1 Each Issuer (in respect of itself only), RTP (in respect of Rio Tinto Finance (USA) plc and Rio Tinto Finance (USA) Inc. only) and RTL (in respect of Rio Tinto Finance (USA) Limited only) represents and warrants that neither such Issuer or Guarantor nor, to the best of such Issuer's or Guarantor's knowledge, any of its Subsidiaries, or their respective directors or officers, are, or are owned or controlled by persons that are, the target of any Sanctions (a "**Sanctioned Person**").

28.2 The Relevant Issuer jointly and severally with each Guarantor, undertakes and agrees that it will not, directly or indirectly, use any of the proceeds raised from any issue of Notes or lend, contribute or otherwise make available such proceeds to any Subsidiary, Joint Venture partner or any other person, where, at the time of such funding: (i) the recipient of such funds is a Sanctioned Person or based in a Sanctioned Country; and (ii) the proceeds being made available are to fund any activity that would be in breach of applicable Sanctions or would cause any Agent to be in violation of Sanctions.

28.3 Without prejudice to the rights of any other Agent, the representations and warranties contained in subclause 28.1 and the undertaking contained in subclause 28.2 shall only apply for the benefit of Deutsche Bank AG, London Branch to the extent that the making of or compliance with such provisions would not result in a violation or conflict with Section 7 Foreign Trade And Payments Rules (AWV) (*Außenwirtschaftsverordnung*) (in connection with Section 4 paragraph 1 a no. 3 German Foreign Trade and Payments Act (AWG) (*Außenwirtschaftsgesetz*)) or a similar anti-boycott statute.

28.4 Each Agent, the Trustee, each Issuer and each Guarantor agrees and confirms that it is not entitled to the benefit of or does not make or repeat, as appropriate, the representations and warranties contained in subclause 28.1 and/or the undertaking contained in subclause 28.2 to the extent that those provisions would result in a violation of Council Regulation (EC) No 2271/1996 (including as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018) and/or any associated and applicable national law, instrument or regulation related thereto.

29. TAXES AND STAMP DUTIES

The relevant Issuer (failing which the Guarantors) agrees to pay any and all United Kingdom stamp and other documentary taxes or duties (other than interest or penalties arising as a result of the failure by any person to account promptly to any relevant authority for any such duties or taxes) which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement.

30. AMENDMENTS

The Issue and Paying Agent, the relevant Issuer and the Trustee may agree, without the consent of the Holders or Couponholders, to:

(i) any modification (except as mentioned above) of this Agreement which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Holders; or

(ii) any modification of the Notes, the Coupons or this Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Holders and the Couponholders and, unless the Trustee otherwise agrees, any such modification shall be notified to the Holders in accordance with Condition 16 as soon as practicable thereafter.

In addition, the Trustee and/or the Agents (as applicable) shall be obliged to concur with the relevant Issuer and the Guarantors in effecting any Benchmark Amendments in the circumstances and as otherwise set out in Condition 7C without the consent of the Holders or Couponholders.

31. DESCRIPTIVE HEADINGS

The descriptive headings in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

32. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

33. GOVERNING LAW

33.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement are governed by, and shall be construed in accordance with, the laws of England.

33.2 Each Issuer and Guarantor irrevocably agrees for the benefit of the Agents that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and each Relevant Agreement (including any suit, action or proceedings or dispute relating to any non-contractual obligations arising out of or in connection with this Agreement and each Relevant Agreement) (respectively, "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the jurisdiction of such courts.

33.3 Each Issuer and Guarantor irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that any such court is not a convenient or appropriate forum.

33.4 Each of Rio Tinto Finance (USA) Inc., Rio Tinto Finance (USA) Limited and Rio Tinto Limited agrees that the process by which any proceedings in England are begun may be served on it by being delivered to Rio Tinto Secretariat Limited at 6 St James's Square, London SW1Y 4AD. Nothing contained herein shall affect the right of any Agent to serve process in any other manner permitted by law.

33.5 The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of the Agents or any of them to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not), in each case if and to the extent permitted by applicable law.

34. GENERAL

34.1 This Agreement may be signed in any number of counterparts, all of which, taken together, shall constitute one and the same Agreement and any party may enter into this Agreement by executing a counterpart.

34.2 Each party to this Agreement understands and agrees that its electronic signature, if applicable, manifests its consent to be bound by all terms and conditions set forth in this Agreement.

35. CONTRACTUAL RECOGNITION OF BAIL-IN

35.1 Notwithstanding any other term of this Agreement or any other agreements, arrangements, or understanding between the Issuers, the Guarantors, the Agents and the Trustee, each of the Issuers, the Guarantors, the Agents and the Trustee acknowledges and accepts that a Liability arising under this Agreement may be subject to the exercise of the Relevant Bail-in Power by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

(a) the exercise and effect of the Relevant Bail-in Power by the Relevant Resolution Authority in relation to a Liability of the relevant Agent or the Trustee, as applicable, under this Agreement, which exercise (without limitation) may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of such Liability or outstanding amounts due thereon;

(ii) the conversion of all, or a portion, of such Liability into shares, other securities or other obligations of the relevant Agent, the Trustee or another person as the case may be (and the issue to or conferral on the relevant Agent or the Trustee, as the case may be, of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of this Agreement;

(iii) the cancellation of such Liability; and

(iv) the amendment or alteration of the amounts due in relation to such Liability, including any interest, if applicable, thereon, or the date on which the payments are due, including by suspending payment for a temporary period; and

(b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of the Relevant Bail-in Power by the Relevant Resolution Authority.

35.2 The exercise of the Relevant Bail-Power by the Relevant Resolution Authority pursuant to any relevant laws, regulations, rules or requirements, as the case may be, is not dependent on the application of this Clause 35.

35.3 No repayment or payment of amounts due from the Trustee or the relevant Agent under this Agreement, will become due and payable or be paid after the exercise of the Relevant Bail-in Power by the Relevant Resolution Authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise.

35.4 Neither a reduction or cancellation, in part or in full, of such Liability of the Trustee or the relevant Agent under this Agreement, the conversion thereof into another security or obligation of the relevant Agent, the Trustee or another person, as a result of the exercise of the Relevant Bail-in Power by the Relevant Resolution Authority with respect to the relevant Agent or the Trustee, nor the exercise of the Relevant Bail-in Power by the Relevant Resolution Authority with respect to this Agreement, will be an event of default.

35.5 For the purposes of this Clause 35:

(a) **BRRD** means Directive 2014/59/EU of 15 May 2014 establishing the framework for the recovery and resolution of credit institutions and investment firms or such other directive as may come into effect in place thereof, as implemented in the jurisdiction of the relevant Agent or the Trustee, as applicable, and as amended or replaced from time to time and including any relevant implementing regulatory provisions;

(b) **Liability** means any liability in respect of which the Relevant Bail-in Power may be exercised;

(c) **Relevant Bail-in Power** means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the jurisdiction of the relevant Agent or the Trustee relating to the implementation of the BRRD; and

(d) **Relevant Resolution Authority** means the relevant resolution authority for the relevant Agent or the Trustee, in each case, for the purposes of the BRRD.

36. DATA PROTECTION

36.1 The parties acknowledge that, in connection with this Agreement, the Issuers and the Guarantors may disclose to the Paying Agents, and the Paying Agents may further process, information relating to individuals (**Personal Data**) such as individuals associated with the Issuers or the Guarantors. The parties confirm that in so doing they will each comply with any applicable Data Protection Laws and, that each is acting as an independent and separate Controller and that no party will place the any other party in breach of applicable Data Protection Laws. In this Agreement, **Data Protections Laws** means any applicable data protection or privacy laws and regulations, as amended or replaced from time to time, such as (i) the Data Protection Act 2018 and (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and GDPR as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK GDPR**), and any applicable implementing laws, regulations and secondary legislation, and (iii) any successor legislation to the Data Protection Act 2018, GDPR and UK GDPR. The terms **Controller** and **Processing** shall have the meaning given in the Data Protections Laws or, if none, the meaning of any equivalent concepts to those terms as they are defined in the GDPR.

36.2 Each Issuer and each Guarantor acknowledges that the Paying Agents will Process Personal Data from the Issuers and the Guarantors in accordance with and for the purposes set out in any relevant Privacy Notice or Privacy Policy that it makes available to the Issuers and the Guarantors from time to time, such as those at https://corporates.db.com/company/privacy-notice-corporate-bank.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

SCHEDULE 1

FORM OF CALCULATION AGENCY AGREEMENT

CALCULATION AGENCY AGREEMENT

DATED [ ],

[*NAME OF ISSUER*]

EURO MEDIUM TERM NOTE PROGRAMME

CONTENTS

THIS AGREEMENT is made on [ ],

BETWEEN:

(1) [*NAME OF ISSUER*[1]] of [address] (the "**Issuer**");

(2) **RIO TINTO PLC** of 6 St James's Square, London SW1Y 4AD, United Kingdom ("**RTP**");

(3) **RIO TINTO LIMITED (ABN 96 004 458 404)** of Level 43, 120 Collins Street, Melbourne, Victoria 3000, Australia (together with RTP, the "**Guarantors**");

(4) **DEUTSCHE TRUSTEE COMPANY LIMITED** of 21 Moorfields, London EC2Y 9DB, United Kingdom (the "**Trustee**"); and

(5) [ ] of [ ] (the "**Calculation Agent**", which expression shall include any successor calculation agent appointed hereunder).

WHEREAS:

(A) The Issuer and the Guarantors have entered into an amended and restated dealership agreement with the Dealers named therein dated 31 October 2025 (as the same may be amended from time to time), under which the Issuer may issue Notes ("**Notes**").

(B) The Notes will be issued subject to and with the benefit of an amended and restated Issue and Paying Agency Agreement (the "**Agency Agreement**") dated 31 October 2025 (as the same may be amended from time to time) and entered into between, (*inter alios*), the Issuer, the Guarantors, the Trustee, Deutsche Bank AG, London Branch (the "**Issue and Paying Agent**" which expression shall include any successor Issue and Paying Agent appointed under the Agency Agreement) and the other parties named therein and will be constituted by a Trust Deed dated 22 December 1999 (as the same may be modified and/or supplemented and/or restated from time to time) and entered into between (*inter alios*) the Issuer, the Guarantors and the Trustee.

NOW IT IS HEREBY AGREED that:

1. APPOINTMENT OF THE CALCULATION AGENT

The Calculation Agent is hereby appointed, and the Calculation Agent hereby agrees to act, as Calculation Agent in respect of each Series of Notes described in the Schedule hereto (the "**Relevant Notes**") for the purposes set out in Clause 2 below, all upon and subject to the provisions hereinafter set out. The agreement of the parties hereto that this Agreement is to apply to each Series of Relevant Notes shall be evidenced by the manuscript annotation and signature in counterpart of the Schedule hereto.

2. DUTIES OF CALCULATION AGENT

The Calculation Agent shall in relation to each Series of Relevant Notes perform all the functions and duties imposed on the Calculation Agent by the terms and conditions of the Relevant Notes (the "**Conditions**") including endorsing the Schedule hereto appropriately in relation to each Series of Relevant Notes. In addition, the Calculation Agent agrees that it will provide a copy of all calculations made by it which affect the nominal amount outstanding of any Relevant Notes which are identified on the Schedule as being NGNs to the Issue and Paying Agent to the contact details set out on the signature page hereof.

[1] If Rio Tinto Finance (USA) Limited, full legal name must be used (Rio Tinto Finance (USA) Limited (ABN 84 062 129 551)).

3. EXPENSES

The arrangements in relation to expenses will be separately agreed in relation to each issue of Relevant Notes.

4. INDEMNITY

4.1 The Issuer shall indemnify (and failing the Issuer so indemnifying, the Guarantors agree so to indemnify) the Calculation Agent against any losses, liabilities, costs, claims, actions, demands or expenses (including, but not limited to, all reasonable costs, legal fees, charges and expenses paid or incurred in disputing or defending any of the foregoing) which it may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers and duties under this Agreement except such as may result from its own default, negligence or bad faith or that of its officers, directors or employees or the breach by it of the terms of this Agreement. In the event of any such claim, action or demand or other proceedings in respect of which an indemnity may be sought from the Issuer or, as the case may be, the Guarantors, the Calculation Agent shall promptly notify the Issuer or, as the case may be, the Guarantors in writing, and the Issuer or, as the case may be, the Guarantors shall have the option to assume the defence thereof, with legal advisers reasonably satisfactory to the Calculation Agent (who shall not also be legal advisers to the Issuer or, as the case may be, the Guarantors if the Calculation Agent objects to them so being). If the Issuer or, as the case may be, the Guarantors elect to assume the defence thereof and retain such legal advisers, the Calculation Agent shall bear the fees and expenses of any additional legal advisers retained by it. If the Issuer or, as the case may be, the Guarantors do not elect to assume the defence thereof or fail to employ legal advisers reasonably satisfactory to the Calculation Agent to represent the Calculation Agent within a reasonable period of time after notice of commencement of the claim, action or demand, the Issuer or, as the case may be, the Guarantors will reimburse the Calculation Agent for the reasonable fees and expenses of any legal advisers retained by the Calculation Agent. Save for such fees and expenses and for the Calculation Agent's reasonable costs of investigation, after timely notice from the Issuer or, as the case may be, the Guarantors to the Calculation Agent of its election to assume the defence thereof, the Issuer or, as the case may be, the Guarantors shall not be liable to the Calculation Agent for any legal or other expenses subsequently incurred by the Calculation Agent in connection with the defence thereof. The Issuer or, as the case may be, the Guarantors shall not be liable to indemnify the Calculation Agent in respect of any settlement of any such claim, action or demand effected without the authority and written consent of the Issuer or, as the case may be, the Guarantors such consent not to be unreasonably withheld or delayed.

4.2 The Calculation Agent shall indemnify the Issuer and each Guarantor against any losses, liabilities, costs, claims, actions, demands or expenses (including, but not limited to, all reasonable costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) which the Issuer or that Guarantor may incur or which may be made against the Issuer or that Guarantor as a result of the breach by the Calculation Agent of the terms of this Agreement or its default, negligence or bad faith or that of its officers, directors or employees or agents. In the event of any such claim, action or demand or other proceedings in respect of which an indemnity may be sought from the Calculation Agent, the Issuer or, as the case may be, the Guarantor shall promptly notify the Calculation Agent in writing, and the Calculation Agent shall have the option to assume the defence thereof, with legal advisers reasonably satisfactory to the Issuer or, as the case may be, the Guarantor (who shall not also be legal advisers to the Calculation Agent if the Issuer or, as the case may be, the Guarantor objects to them so being). If the Calculation Agent elects to assume the defence thereof and retain such legal advisers, the Issuer or, as the case may be, the Guarantor shall bear the fees and expenses of any additional legal advisers retained by it. If the Calculation Agent does not elect to assume the defence thereof or fails to employ legal advisers reasonably satisfactory to the Issuer or, as the case may be, the Guarantor to represent the Issuer or, as the case may be, the Guarantor within a reasonable period of time after notice of commencement of the claim, action or demand, it will reimburse the Issuer or, as the case may be, the Guarantor for the reasonable fees and expenses of any legal advisers retained by the Calculation Agent. Save for such fees and expenses and for the Issuer's or, as the case may be, the Guarantor's reasonable costs of investigation, after timely notice from the Calculation Agent to the Issuer or, as the case may be, the Guarantor of its election to assume the defence thereof, the Calculation Agent shall not be liable to the Issuer or, as the case may be, the Guarantor for any legal or other expenses subsequently incurred by the relevant Issuer or, as the case may be, the Guarantor in connection with the defence thereof. The Calculation Agent shall not be liable to indemnify the Issuer or, as the case may be, the Guarantor in respect of any settlement of any such claim, action or demand effected without the authority and written consent of the Calculation Agent, such consent not to be unreasonably withheld or delayed.

5. CONDITIONS OF APPOINTMENT

5.1 In acting hereunder and in connection with the Relevant Notes, the Calculation Agent shall act solely as an agent of the Issuer and each Guarantor and will not thereby assume any obligations towards or relationship of agency or trust for or with any of the owners or holders of the Relevant Notes or the coupons (if any) appertaining thereto (the "**Coupons**").

5.2 In relation to each issue of Relevant Notes, the Calculation Agent shall be obliged to perform such duties and only such duties as are herein and in the Conditions specifically set forth and no implied duties or obligations shall be read into this Agreement or the Conditions against the Calculation Agent, other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent expert in comparable circumstances.

5.3 The Calculation Agent may consult with legal and other professional advisers and the opinion of such advisers shall be full and complete protection in respect of any action taken, omitted or suffered hereunder in good faith and in accordance with the opinion of such advisers.

5.4 The Calculation Agent shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance upon any instruction, request or order from the Issuer, or a Guarantor or the Trustee or any notice, resolution, direction, consent, certificate, affidavit, statement or other paper or document which it reasonably believes to be genuine and to have been delivered, signed or sent by the proper party or parties or upon written instructions from the Issuer, a Guarantor or the Trustee.

5.5 The Calculation Agent and any of its officers, directors and employees may become the owner of, or acquire any interest in, any Notes or Coupons (if any) with the same rights that they would have had if the Calculation Agent were not appointed hereunder, and may engage or be interested in any financial or other transaction with the Issuer or a Guarantor and may act on, or as depositary, trustee or agent for, any committee or body of holders of Notes or Coupons or in connection with any other obligations of the Issuer or a Guarantor as freely as if the Calculation Agent were not appointed hereunder.

6. TERMINATION OF APPOINTMENT

6.1 The Issuer and the Guarantors may, with the prior written approval of the Trustee, vary or terminate the appointment of the Calculation Agent at any time by giving to the Calculation Agent at least 45 days' prior written notice to that effect, provided that, so long as any of the Relevant Notes is outstanding:

(a) such notice shall not expire less than 45 days before any date upon which any calculation is due to be made in respect of any Relevant Notes; and

(b) notice shall be given in accordance with the Conditions, to the holders of the Relevant Notes at least 30 days prior to any removal of the Calculation Agent.

6.2 Notwithstanding the provisions of subclause 6.1 above, if at any time:

(a) the Calculation Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or admits in writing its inability to pay or meet its debts as they may mature or suspends payment thereof, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a receiver of it or of all or a substantial part of its property is appointed or if any officer takes charge or control of the Calculation Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; or

(b) the Calculation Agent fails duly to perform any function or duty imposed upon it by the Conditions and this Agreement,

the Issuer and the Guarantors may forthwith without notice terminate the appointment of the Calculation Agent, in which event notice thereof shall be given to the holders of the Relevant Notes in accordance with the Conditions as soon as practicable thereafter.

6.3 The termination of the appointment pursuant to subclause 6.1 or 6.2 above of the Calculation Agent hereunder shall not entitle the Calculation Agent to any amount by way of compensation but shall be without prejudice to any amount then accrued due.

6.4 The Calculation Agent may resign its appointment hereunder at any time by giving to the Issuer and the Guarantors at least 90 days' prior written notice to that effect. Following receipt of a notice of resignation from the Calculation Agent, the Issuer shall, at the expense of the Calculation Agent, promptly give notice thereof to the holders of the Relevant Notes in accordance with the Conditions.

6.5 Notwithstanding the provisions of subclauses 6.1, 6.2 and 6.4 above, so long as any of the Relevant Notes is outstanding, the termination of the appointment of the Calculation Agent (whether by the Issuer, the Guarantors or by the resignation of the Calculation Agent) shall not be effective unless upon the expiry of the relevant notice a successor Calculation Agent has been appointed. The Issuer and the Guarantors agree with the Calculation Agent that if, by the day falling 10 days before the expiry of any notice under subclauses 6.1 or 6.4, the Issuer and the Guarantors have not appointed a replacement Calculation Agent, the Calculation Agent shall be entitled, on behalf of the Issuer and the Guarantors, to appoint as a successor Calculation Agent in its place a reputable financial institution of good standing which the Issuer and the Guarantors shall approve (such approval not to be unreasonably withheld or delayed).

6.6 Upon its appointment becoming effective, a successor Calculation Agent shall without further act, deed or conveyance, become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of such predecessor with like effect as if originally named as the Calculation Agent hereunder.

6.7 If the appointment of the Calculation Agent hereunder is terminated (whether by the Issuer and the Guarantors or by the resignation of the Calculation Agent), the Calculation Agent shall on the date on which such termination takes effect deliver to the successor Calculation Agent all records concerning the Relevant Notes maintained by it (except such documents and records as it is obliged by law or regulation to retain or not to release), but shall have no other duties or responsibilities hereunder.

6.8 Any corporation into which the Calculation Agent may be merged or converted, or any corporation with which the Calculation Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Calculation Agent shall be a party, or any corporation to which the Calculation Agent shall sell or otherwise transfer all or substantially all of its assets shall, on the date when such merger, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the successor Calculation Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, unless otherwise required by the Issuer and the Guarantors, and after the said effective date all references in this Agreement to the Calculation Agent shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall forthwith be given to the relevant Issuer, the Guarantors, the Trustee and the Issue and Paying Agent by the Calculation Agent.

7. COMMUNICATIONS

7.1 All communications shall be made in English by letter delivered by hand or email. Each communication shall be made to the relevant party at the postal address or email address and, in the case of a communication by letter, marked for the attention of, or (in the case of a communication by email) made to, the person or department from time to time specified in writing by that party to the other for the purpose. The initial email address and person or department so specified by each party are set out in the Settlement Procedures Memorandum or, in the case of the Calculation Agent, on the signature page of this Agreement.

7.2 A communication shall be deemed received (if by letter) when delivered or (if by email) when the relevant receipt of such email being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such email, in each case in the manner required by this Clause 7. However, if a communication is received after business hours on any business day or on a day which is not a business day in the place of receipt it shall be deemed to be received and become effective on the next business day in the place of receipt. Every communication shall be irrevocable save in respect of any manifest error therein.

8. GENERAL

8.1 The descriptive headings in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

8.2 This Agreement may be signed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

8.3 Each party to this Agreement understands and agrees that its electronic signature, if applicable, manifests its consent to be bound by all terms and conditions set forth in this Agreement.

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. GOVERNING LAW

10.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement are governed by, and shall be construed in accordance with, the laws of England.

10.2 The Issuer and the Guarantors irrevocably agree for the benefit of the Calculation Agent that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement (including any suit, action, proceedings or dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) (respectively, "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submit to the jurisdiction of such courts.

10.3 The Issuer and the Guarantors irrevocably waive any objection which they might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agree not to claim that any such court is not a convenient or appropriate forum.

10.4 [The Issuer and] Rio Tinto Limited agree[s] that the process by which any proceedings in England are begun may be served on it by being delivered to Rio Tinto Secretariat Limited at 6 St James's Square, London SW1Y 4AD. Nothing contained herein shall affect the right of the Calculation Agent to serve process in any other manner permitted by law.

10.5 The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of the Calculation Agent or any of them to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not), in each case if and to the extent permitted by applicable law.

11. CONTRACTUAL RECOGNITION OF BAIL-IN

11.1 Notwithstanding any other term of this Agreement or any other agreements, arrangements, or understanding between the Issuer, the Guarantors, the Calculation Agent and the Trustee, each of the Issuer, the Guarantors, the Calculation Agent and the Trustee acknowledges and accepts that a Liability arising under this Agreement may be subject to the exercise of the Relevant Bail-in Power by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

(a) the exercise and effect of the Relevant Bail-in Power by the Relevant Resolution Authority in relation to a Liability of the Calculation Agent or the Trustee, as applicable, under this Agreement, which exercise (without limitation) may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of such Liability or outstanding amounts due thereon;

(ii) the conversion of all, or a portion, of such Liability into shares, other securities or other obligations of the Calculation Agent, the Trustee or another person as the case may be (and the issue to or conferral on the Calculation Agent or the Trustee, as the case may be, of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of this Agreement;

(iii) the cancellation of such Liability; and

(iv) the amendment or alteration of the amounts due in relation to such Liability, including any interest, if applicable, thereon, or the date on which the payments are due, including by suspending payment for a temporary period; and

(b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of the Relevant Bail-in Power by the Relevant Resolution Authority.

11.2 The exercise of the Relevant Bail-Power by the Relevant Resolution Authority pursuant to any relevant laws, regulations, rules or requirements, as the case may be, is not dependent on the application of this Clause 11.

11.3 No repayment or payment of amounts due from the Calculation Agent or the Trustee under this Agreement, will become due and payable or be paid after the exercise of the Relevant Bail-in Power by the Relevant Resolution Authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise.

11.4 Neither a reduction or cancellation, in part or in full, of such Liability of the Calculation Agent or the Trustee under this Agreement, the conversion thereof into another security or obligation of the Calculation Agent, the Trustee or another person, as a result of the exercise of the Relevant Bail-in Power by the Relevant Resolution Authority with respect to the Calculation Agent or the Trustee, nor the exercise of the Relevant Bail-in Power by the Relevant Resolution Authority with respect to this Agreement, will be an event of default.

11.5 For the purposes of this Clause 11:

(a) **BRRD** means Directive 2014/59/EU of 15 May 2014 establishing the framework for the recovery and resolution of credit institutions and investment firms or such other directive as may come into effect in place thereof, as implemented in the jurisdiction of the Calculation Agent or the Trustee, as applicable, and as amended or replaced from time to time and including any relevant implementing regulatory provisions;

(b) **Liability** means any liability in respect of which the Relevant Bail-in Power may be exercised;

(c) **Relevant Bail-in Power** means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the jurisdiction of the Calculation Agent or the Trustee, relating to the implementation of the BRRD; and

(d) **Relevant Resolution Authority** means the relevant resolution authority for the Calculation Agent or the Trustee, in each case, for the purposes of the BRRD.

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

SIGNATORIES

[*ISSUER*]

By:

RIO TINTO PLC

By:

RIO TINTO LIMITED

Signed for Rio Tinto Limited (ABN 96 004 458 404) by its attorney under power of attorney dated [*specify date*] in the presence of:

Attorney	Witness
Print Name	Print Name

By executing this Agreement, the Attorney states that they have received no notice of revocation or suspension of their authority.

[***CALCULATION AGENT***]
[*Address of Calculation Agent*]

Attention: [ ]

By:

DEUTSCHE TRUSTEE COMPANY LIMITED

By: By:

Contact Details

Deutsche Bank AG, London Branch
21 Moorfields
London EC2Y 9DB
United Kingdom
Attention: Managing Director
Email: DAS-EMEA@list.db.com

SCHEDULE TO THE CALCULATION AGENCY AGREEMENT

Series number	Issue Date	Maturity Date	Title and Nominal Amount	NGN [Yes/No]	Annotation by Calculation Agent/Issuer

SCHEDULE 2

FORM OF PUT NOTICE

for Notes in definitive form

[NAME OF ISSUER]

[***title of relevant Series of Notes***]

By depositing this duly completed Notice with the Registrar (in the case of Registered Notes) or any Paying Agent (in the case of Bearer Notes) for the above Series of Notes (the "**Notes**") the undersigned holder of such Notes surrendered with this Notice and referred to below irrevocably exercises its option to have [the full/…....] nominal amount of such Notes redeemed in accordance with Condition 9.6 on [*redemption date*].

This Notice relates to Notes in the aggregate nominal amount of .... bearing the following serial numbers:
....

If the Notes or a new Registered Note in respect of the balance of the Notes referred to above are to be returned or delivered (as the case may be)(1) to the undersigned under Clause 9.4 of the Agency Agreement, they should be returned by post to:
....

Payment Instructions

Please make payment in respect of the above-mentioned Notes by [cheque posted to the above address/transfer to the following bank account](2):

Bank:	....	Branch Address:	....
Branch Code:	....	Account Number:	....
Signature of holder:	....		

[*To be completed by recipient Registrar/Paying Agent*]

Details of missing unmatured Coupons: ....(3)

Received by: ....

[*Signature and stamp of Registrar/Paying Agent*]

At its office at:	....	On:	....

NOTES:

(1) The Agency Agreement provides that Notes so returned or delivered (as the case may be) will be sent by post, uninsured and at the risk of the Holder, unless the Holder otherwise requests and pays the costs of such insurance to the Registrar or the relevant Paying Agent at the time of depositing the Note referred to above.

(2) Delete as applicable.

(3) Only relevant for Bearer Fixed Rate Notes in definitive form.

N.B. **The Registrar or, as the case may be, the Paying Agent with whom the above-mentioned Notes are deposited will not in any circumstances be liable to the depositing Holder or any other person for any loss or damage arising from any act, default or omission of such Registrar or Paying Agent in relation to the said Notes or any of them unless such loss or damage was caused by the fraud or gross negligence of such Registrar or Paying Agent or its directors, officers or employees.**

This Put Notice is not valid unless all of the paragraphs requiring completion are duly completed. Once validly given this Put Notice is irrevocable except in the circumstances set out in Clause 12.4 of the Agency Agreement.

SCHEDULE 3

REGISTER AND TRANSFER OF REGISTERED NOTES

1. The Registrar shall at all times maintain in a place agreed by the relevant Issuer and approved in writing by the Trustee the Register showing the amount of the Registered Notes from time to time outstanding and the dates of issue and all subsequent transfers and changes of ownership of the Registered Notes and the names and addresses of the holders of the Registered Notes. The Trustee or the holders of the Registered Notes or any of them and any person authorised by any of them may at all reasonable times during office hours inspect the Register and take copies of or extracts from it. The Register may be closed by the relevant Issuer for such periods and at such times (not exceeding in total 30 days in any one year) as it may think fit.

2. Each Registered Note shall have an identifying serial number which shall be entered on the Register.

3. The Registered Notes are transferable by execution of the form of transfer endorsed on them under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorised in writing.

4. The Registered Notes to be transferred must be delivered for registration to the specified office of the Registrar with the form of transfer endorsed on them duly completed and executed and must be accompanied by such documents, evidence and information as may be required pursuant to the Conditions and such other evidence as the relevant Issuer may reasonably require to prove the title of the transferor or their right to transfer the Registered Notes and, if the form of transfer is executed by some other person on their behalf or in the case of the execution of a form of transfer on behalf of a corporation by its officers, the authority of that person or those persons to do so.

5. The executors or administrators of a deceased holder of Registered Notes (not being one of several joint holders) and in the case of the death of one or more of several joint holders the survivor or survivors of such joint holders shall be the only person or persons recognised by the relevant Issuer as having any title to such Registered Notes.

6. Any person becoming entitled to Registered Notes in consequence of the death or bankruptcy of the holder of such Registered Notes may upon producing such evidence that they hold the position in respect of which they propose to act under this paragraph 6 or of their title as the relevant Issuer shall require be registered as the holder of such Registered Notes or, subject to the preceding paragraphs as to transfer, may transfer such Registered Notes. The relevant Issuer shall be at liberty to retain any amount payable upon the Registered Notes to which any person is so entitled until such person shall be registered or shall duly transfer the Registered Notes.

7. Unless otherwise requested by them, the holder of Registered Notes of any Series shall be entitled to receive only one Registered Note in respect of their entire holding of the Series.

8. The joint holders of Registered Notes of any Series shall be entitled to one Registered Note only in respect of their joint holding of the Series which shall, except where they otherwise direct, be delivered to the joint holder whose name appears first in the Register in respect of such joint holding.

9. Where a holder of Registered Notes has transferred part only of their holding of Notes represented by a single Registered Note there shall be delivered to them without charge a Registered Note in respect of the balance of their holding.

10. The relevant Issuer shall make no charge to the holders of Registered Notes for the registration of any holding of Registered Notes or any transfer of it or for the issue or delivery of Registered Notes in respect of the holding at the specified office of the Registrar or by uninsured mail to the address specified by the holder. If any holder entitled to receive a Registered Note wishes to have the same

delivered to them otherwise than at the specified office of the Registrar, such delivery shall be made, upon their written request to the Registrar, at their risk and (except where sent by uninsured mail to the address specified by the holder) at their expense.

11. The holder of a Registered Note may (to the fullest extent permitted by applicable laws) be treated at all times, by all persons and for all purposes as the absolute owner of the Registered Note notwithstanding any notice any person may have of the right, title, interest or claim of any other person to the Registered Note. The relevant Issuer shall not be bound to see to the execution of any trust to which any Registered Note may be subject and no notice of any trust shall be entered on the Register. The holder of a Registered Note will be recognised by the relevant Issuer, and the Trustee as entitled to their Registered Note free from any equity, set-off or counterclaim on the part of the relevant Issuer against the original or any intermediate holder of such Registered Note.

12. A Registered Note may not be exchanged for a Bearer Note or vice versa.

SCHEDULE 4

ADDITIONAL DUTIES OF THE ISSUE AND PAYING AGENT AND THE REGISTRAR

In relation to each Series of Notes that are NGNs and each Series of Notes that are held under the NSS, each of the Issue and Paying Agent and the Registrar will comply with the following provisions:

1. The Issue and Paying Agent or the Registrar, as the case may be, will inform each of Euroclear and Clearstream, Luxembourg (the **ICSDs**), through the common service provider appointed by the ICSDs to service the Notes (the **CSP**), of the initial issue outstanding amount (**IOA**) for each Tranche on or prior to the relevant Issue Date.

2. If any event occurs that requires a mark up or mark down of the records which an ICSD holds for its customers to reflect such customers' interest in the Notes, the Issue and Paying Agent and the Registrar will (to the extent known to it) promptly provide details of the amount of such mark up or mark down, together with a description of the event that requires it, to the ICSDs (through the **CSP**) to ensure that the IOA of the Notes (in the case of NGNs) or the records of the ICSDs reflecting the IOA (in the case of Notes held under the NSS) remains at all times accurate.

3. The Issue and Paying Agent and the Registrar will at least once every month reconcile its record of the IOA of the Notes with information received from the ICSDs (through the CSP) with respect to the IOA maintained by the ICSDs for the Notes and will promptly inform the ICSDs (through the CSP) of any discrepancies.

4. The Issue and Paying Agent and the Registrar will promptly assist the ICSDs (through the CSP) in resolving any discrepancy identified in the IOA of the Notes (in the case of NGNs) or in the records of the ICSDs reflecting the IOA (in the case of the Notes held under the NSS).

5. The Issue and Paying Agent and the Registrar will promptly provide to the ICSDs (through the CSP) details of all amounts paid by it under the Notes (or, where the Notes provide for delivery of assets other than cash, of the assets so delivered).

6. The Issue and Paying Agent and the Registrar will (to the extent known to it) promptly provide to the ICSDs (through the CSP) notice of any changes to the Notes that will affect the amount of, or date for, any payment due under the Notes.

7. The Issue and Paying Agent and the Registrar will (to the extent known to it) promptly provide to the ICSDs (through the CSP) copies of all information that is given to the holders of the Notes.

8. The Issue and Paying Agent and the Registrar will promptly pass on to the Issuer all communications it receives from the ICSDs directly or through the CSP relating to the Notes.

9. The Issue and Paying Agent and the Registrar will (to the extent known to it) promptly notify the ICSDs (through the CSP) of any failure by the Issuer to make any payment or delivery due under the Notes when due.

SIGNATORIES

ISSUERS

RIO TINTO FINANCE (USA) INC.

By:

RIO TINTO FINANCE (USA) LIMITED

Signed for Rio Tinto Finance (USA) Limited (ABN 84 062 129 551) by its attorney under power of attorney dated _______________ 2025 in the presence of:

____	___________________________________
Attorney	Witness
____	___________________________________
Print Name	Print Name

By executing this Agreement, the Attorney states that they have received no notice of revocation or suspension of their authority.

RIO TINTO FINANCE (USA) PLC

By:

GUARANTORS

RIO TINTO LIMITED

Signed for Rio Tinto Limited (ABN 96 004 458 404) by its attorney under power of attorney dated _________________ 2025 in the presence of:

____	___________________________________
Attorney	Witness
____	___________________________________
Print Name	Print Name

By executing this Agreement, the Attorney states that they have received no notice of revocation or suspension of their authority.

RIO TINTO PLC

By:

THE TRUSTEE

DEUTSCHE TRUSTEE COMPANY LIMITED

By: By:

THE ISSUE AND PAYING AGENT AND TRANSFER AGENT

DEUTSCHE BANK AG, LONDON BRANCH

By: By:

THE REGISTRAR

DEUTSCHE BANK LUXEMBOURG S.A.

By: By: