

Market Announcements Office  
Australian Securities Exchange  
Level 4, 20 Bridge Street  
Sydney NSW 2000

Sydney, 13 July 2023

**Notice of ceasing to be a substantial holder**

Enclosed is a Form 605 (Notice of ceasing to be a substantial holder) given by TPG Telecom Limited (ASX: TPG) (**TPG Telecom**) and its subsidiaries in relation to TPG Telecom shares.

The Form 605 discloses that TPG Telecom ceased to have a relevant interest in its own shares on 12 July 2023 as a result of the expiry at the end of day on 12 July 2023 of deed polls entered into in June 2020 by Hutchison 3G Australia Holdings Pty Limited, Vodafone International Operations Limited and Vodafone Hutchison (Australia) Holdings Limited in respect of their TPG Telecom shares (representing 50.10% of all issued TPG Telecom shares). The deed polls related to the voting of TPG Telecom shares on the appointment and removal of TPG Telecom directors.

TPG Telecom itself did not previously, and does not currently, hold any TPG Telecom shares.

Authorised for lodgement with ASX by:

Trent Czinner  
Company Secretary  
TPG Telecom Limited

**Investor contact:** Bruce Song, [bruce.song@tpgtelecom.com.au](mailto:bruce.song@tpgtelecom.com.au), 0426 386 006

**Media contact:** Mitchell Bingemann, [mitchell.bingemann@tpgtelecom.com.au](mailto:mitchell.bingemann@tpgtelecom.com.au), 0415 669 333

**Form 605**  
Corporations Act 2001  
Section 671B

## Notice of ceasing to be a substantial holder

To Company Name/Scheme TPG Telecom Limited

ACN/ARSN ACN 096 304 620

### 1. Details of substantial holder (1)

Name TPG Telecom Limited (ACN 096 304 620) ("TPG") and each of its subsidiaries including those listed in Annexure A (collectively, "TPG Group")

ACN/ARSN (if applicable) \_\_\_\_\_

The holder ceased to be a substantial holder on 12/07/2023

The previous notice was given to the company on 13/07/2022

The previous notice was dated 13/07/2022

### 2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
12/07/2023	TPG	Cessation of a relevant interest under ss608(1)(b) and 608(1)(c) of the <i>Corporations Act 2001</i> (Cth) ( <b>Corporations Act</b> ) – power to control the exercise of a right to vote attached to the TPG fully paid ordinary shares ( <b>Shares</b> ) and power to control the exercise of a power to dispose of the Shares – in all of the Shares held by:  (a) Hutchison 3G Australia Holdings Pty Limited ( <b>H3GAH</b> ) under a Deed Poll dated 24 June 2020, a copy of which is attached as Annexure B;  (b) Vodafone International Operations Limited ( <b>VIOL</b> ) under a Deed Poll dated 19 December 2022, a copy of which is attached as Annexure C; and  (c) Vodafone Hutchison (Australia) Holdings Limited ( <b>JVCo</b> ) under a Deed Poll dated 24 June 2020, a copy of which is attached as Annexure D.	None	931,530,176 Shares (held as follows: H3GAH (207,092,576 Shares), VIOL (207,092,576 Shares) and JVCo (517,345,024 Shares))	931,530,176
12/07/2023	Each other TPG Group entity	As a result of TPG ceasing to have a relevant interest in the Shares, each other TPG Group entity: (a) ceased to be taken under s608(3)(a) or s608(3)(b) of the <i>Corporations Act</i> to have any relevant interests in the Shares; or (b) otherwise ceased to have voting power in TPG, due to the TPG Group entity being associated with TPG.	None	As above	As above

### 3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

### 4. Addresses

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

Name	Address
TPG	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Each other TPG Group Entity	See Annexure A

H3GAH	Level 1, 177 Pacific Highway, North Sydney, NSW 2060
VIOL	c/ - Vodafone Group Plc, Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, United Kingdom
JVCo	Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, United Kingdom

**Signature**

print name    Trent Czinner

capacity    Company Secretary of TPG  
Telecom Limited on behalf of  
all the substantial holders


sign here



date    13 July 2023

## Annexure A

**This is Annexure A of 2 pages (including this page) referred to in the accompanying Form 605 – Notice of ceasing to be a substantial holder**

<b>print name</b>	Trent Czinner	<b>capacity</b>	Company Secretary of TPG Telecom Limited on behalf of all the substantial holders
<b>sign here</b>		<b>date</b>	13 July 2023


### Subsidiaries of TPG Telecom Limited

Name	Address
3.6 GHz Spectrum Pty Limited 628 385 455	Level 1, 177 Pacific Highway, North Sydney NSW 2060
AAPT Limited ACN 052 082 416	Level 1, 177 Pacific Highway, North Sydney NSW 2060
ACN 088 889 230 Pty Ltd	Level 1, 177 Pacific Highway, North Sydney NSW 2060
ACN 139 798 404 Pty Ltd	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Adam Internet Holdings Pty Ltd ABN 58 120 885 289	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Adam Internet Pty Ltd ABN 22 055 495 853	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Agile Pty Ltd ABN 36 080 855 321	Level 1, 177 Pacific Highway, North Sydney NSW 2060
AlchemyIT Pty Ltd ACN 082 639 969	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Chariot Pty Ltd ABN 31 088 377 860	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Chime Communications Pty Ltd ABN 90 073 119 285	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Connect West Pty Ltd ABN 40 073 156 779	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Destra Communications Pty Ltd ACN 091 592 602	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Digiplus Contracts Pty Limited ACN 098 400 090	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Digiplus Holdings Pty Limited ACN 098 103 872	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Digiplus Investments Pty Ltd ACN 112 949 774	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Digiplus Pty Ltd ACN 077 535 605	Level 1, 177 Pacific Highway, North Sydney NSW 2060
H3GA Properties (No 3) Pty Limited ACN 117 230 574	Level 1, 177 Pacific Highway, North Sydney NSW 2060
iiNet Labs Pty Ltd ABN 12 108 119 866	Level 1, 177 Pacific Highway, North Sydney NSW 2060
iiNet Limited ABN 48 068 628 937	Level 1, 177 Pacific Highway, North Sydney NSW 2060
iiNet New Zealand AKL Limited	Tompkins Wake, Level 17, 88 Shortland Street, Auckland New Zealand
Internode Pty Ltd ABN 82 052 008 581	Level 1, 177 Pacific Highway, North Sydney NSW 2060
IntraPower Pty Limited ABN 26 123 699 043	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Intrapower Terrestrial Pty Ltd ACN 081 193 259	Level 1, 177 Pacific Highway, North Sydney NSW 2060
IP Group Pty Ltd ACN 079 001 380	Level 1, 177 Pacific Highway, North Sydney NSW 2060
IP Services Xchange Pty. Ltd. ACN 104 582 667	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Kooe Communications Pty Limited ABN 71 001 341 331	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Kooe Mobile Pty Limited ABN 25 110 815 524	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Mercury Connect Pty Ltd ACN 095 391 334	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Mobile JV Pty Limited ACN 628 500 916	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Mobileworld Communications Pty Ltd ACN 090 451 415	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Mobileworld Operating Pty Ltd ACN 090 451 433	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Netspace Online Systems Pty Ltd ABN 64 067 116 269	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Numillar IPS Pty Ltd ACN 107 415 207	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Orchid Cybertech Services Inc	11F Units 1101, 1104-1107 The Orient Square Bldg. 26 D.F. Ortigas Jr. Rd. Ortigas Center Pasig City, Philippines
PIPE International (Australia) Pty Ltd ABN 93 123 898 215	Level 1, 177 Pacific Highway, North Sydney NSW 2060
PIPE Networks Pty Limited ABN 21 099 104 122	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Pipe Transmission Pty Ltd ABN 27 122 153 913	Level 1, 177 Pacific Highway, North Sydney NSW 2060
PowerTel Limited ACN 001 760 103	Level 1, 177 Pacific Highway, North Sydney NSW 2060
PPC 1 (US) Inc.	Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware
PPC 1 Limited	Conyers Corporate Services, Clarendon House, 2 Church St, Hamilton, HM11

	Bermuda
Request Broadband Pty Ltd ACN 091 530 586	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Soul Communications Pty Ltd ABN 99 085 089 970	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Soul Contracts Pty Ltd ACN 110 992 446	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Soul Pattinson Telecommunications Pty Limited ABN 79 001 726 192	Level 1, 177 Pacific Highway, North Sydney NSW 2060
SPT Telecommunications Pty Limited ABN 87 099 173 770	Level 1, 177 Pacific Highway, North Sydney NSW 2060
SPTCom Pty Limited ABN 75 111 578 897	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Telecom Enterprises Pty Limited ACN 062 920 601	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Telecom New Zealand Australia Pty Ltd ACN 050 060 341	Level 1, 177 Pacific Highway, North Sydney NSW 2060
TPG Corporation Limited ACN 093 058 069	Level 1, 177 Pacific Highway, North Sydney NSW 2060
TPG Finance Pty Ltd 649 725 511	Level 1, 177 Pacific Highway, North Sydney NSW 2060
TPG Energy Pty Ltd ABN 49 008 564 547	Level 1, 177 Pacific Highway, North Sydney NSW 2060
TPG Holdings Pty Limited ABN 31 003 328 103	Level 1, 177 Pacific Highway, North Sydney NSW 2060
TPG Internet Pty Ltd ABN 15 068 383 737	Level 1, 177 Pacific Highway, North Sydney NSW 2060
TPG JV Company Pty Ltd ACN 628 418 833	Level 1, 177 Pacific Highway, North Sydney NSW 2060
TPG Network Pty Ltd ABN 85 003 064 328	Level 1, 177 Pacific Highway, North Sydney NSW 2060
TransACT Capital Communications Pty Ltd ABN 23 093 966 888	Level 1, 177 Pacific Highway, North Sydney NSW 2060
TransACT Communications Pty. Limited ABN 32 091 752 297	Level 1, 177 Pacific Highway, North Sydney NSW 2060
TransACT Victoria Communications Pty Ltd ACN 063 024 475	Level 1, 177 Pacific Highway, North Sydney NSW 2060
TransACT Victoria Holdings Pty Ltd ABN 18 000 042 295	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Trusted Cloud Pty Limited ACN 083 688 340	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Trusted Cloud Solutions Pty Limited ACN 112 187 578	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Value Added Network Pty Limited ABN 98 056 411 888	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Vision Network Pty Ltd ABN 18 087 533 328	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Vodafone Australia Pty Limited ACN 056 161 043	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Vodafone Foundation Australia Pty Limited ACN 100 634 240	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Vodafone Hutchison Finance Pty Limited ACN 154 350 375	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Vodafone Hutchison Receivables Pty Limited ACN 602 777 177	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Vodafone Hutchison Spectrum Pty Limited ACN 628 385 259	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Vodafone Network Pty Limited ACN 081 918 461	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Vodafone Pty Limited ACN 062 954 554	Level 1, 177 Pacific Highway, North Sydney NSW 2060
VtalkVoip Pty Ltd ACN 110 844 409	Level 1, 177 Pacific Highway, North Sydney NSW 2060
Westnet Pty Ltd ABN 50 086 416 908	Level 1, 177 Pacific Highway, North Sydney NSW 2060

**Annexure B**

**This is Annexure B of 9 pages (including this page) referred to in the accompanying Form 605 – Notice of ceasing to be a substantial holder**

print name	Trent Czinner	capacity	Company Secretary of TPG Telecom Limited on behalf of all the substantial holders
sign here		date	13 July 2023

**H3GAH – Shareholder Deed Poll**



HERBERT  
SMITH  
FREEHILLS

Deed

## Deed poll

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Hutchison 3G Australia Holdings Pty Limited

Vodafone Oceania Limited



HERBERT  
SMITH  
FREEHILLS

## Deed poll

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Date 24 June 2020

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This deed poll is made by **Vodafone Oceania Limited**  
a company incorporated in England and Wales (Registered No. 03973427) of Vodafone House, The Connection Newbury Berkshire RG14 2FN United Kingdom  
(VOL)  
**Hutchison 3G Australia Holdings Pty Limited**  
ACN 096 549 423 of Level 1, 177 Pacific Highway, North Sydney NSW 2060  
(H3GAH)

in favour of Vodafone Hutchison Australia Pty Limited (the **Company**)

Recitals VOL and H3GAH have agreed to the commitments in this deed poll regarding voting on the board representation of the Company.

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This deed poll provides as follows:

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## 1 Definitions and interpretation

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### 1.1 Definitions

(a) The meanings of the terms used in this deed poll are set out below.

Term	Meaning
<b>Associates</b>	has the meaning set out in section 12 of the Corporations Act, and in respect of VOL, H3GAH and their respective Related Bodies Corporate, is taken to include JVCo.
<b>Board</b>	board of directors of the Company.
<b>Company</b>	Vodafone Hutchison Australia Limited ACN 096 304 620.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth), as amended from time to time.

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<b>Term</b>	<b>Meaning</b>
<b>HTAL</b>	Hutchison Telecommunications (Australia) Ltd ACN 003 677 227.
<b>Hutchison Group Member</b>	Hutchison Parent or any of its Subsidiaries.
<b>Hutchison Parent</b>	CK Hutchison Holdings Limited.
<b>Hutchison Related Entity</b>	means a Hutchison Group Member and each of their Related Bodies Corporate and Associates.
<b>Implementation</b>	has the meaning given to the term in the Implementation Deed.
<b>Implementation Deed</b>	the scheme implementation deed dated [30 August 2018] entered into by the Company and TPG (among others).
<b>Independent Directors</b>	2 independent directors
<b>JVCo</b>	[Vodafone Hutchison (Australia) Holdings Limited], which will be a shareholder of the Company.
<b>Related Bodies Corporate</b>	has the meaning set out in Section 50 of the Corporations Act.
<b>Relevant Interest</b>	has the meaning given to it in the Corporations Act.
<b>Shares</b>	means ordinary shares in the capital of the Company.
<b>Subsidiaries</b>	has the meaning given to it in the Corporations Act.
<b>TPG</b>	TPG Telecom Limited.
<b>V&amp;H Elected Directors</b>	(1) 2 directors nominated by H3GAH; (2) 2 directors nominated by VOL; and (3) the managing director of the Company.
<b>Vodafone Group Member</b>	Vodafone Parent or any of its Subsidiaries.



Term	Meaning
<b>Vodafone Parent</b>	Vodafone Group plc.
<b>Vodafone Related Entity</b>	means a Vodafone Group Member and each of their Related Bodies Corporate and Associates.

## 2 Effective date

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The terms of this Deed Poll take effect on and from the date of Implementation.

## 3 Voting on board positions

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At any time in the 3 years after Implementation that VOL and H3GAH and their Related Bodies Corporate and Associates hold an aggregate Relevant Interest in the Company of greater than 40%, VOL and H3GAH will not, and will procure that their Related Bodies Corporate and Associates do not, vote on any resolution of the Company either appointing or removing a director of the Company, other than in relation to the appointment or removal of a V&H Elected Director or an Independent Director or to vote against a resolution appointing a director where, because the Company's constitution sets a maximum of 10 directors, that is necessary so that the Board includes:

- (a) the four V&H Elected Directors specified in items 1 and 2 of the definition of V&H Elected Director; and
- (b) the Independent Directors.

## 4 Transfer of Shares

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- (a) If at any time:
  - (1) VOL wishes to dispose of any of its Shares to a Vodafone Related Entity; or
  - (2) H3GAH wishes to dispose of any of its Shares to a Hutchison Related Entity,VOL and H3GAH (as applicable) must ensure that, prior to completion of any disposal, the proposed transferee provides a deed poll, in favour of the Company, on substantially the same terms as this deed poll.
- (b) VOL and H3GAH must procure that JVCo does not dispose of any of its Shares to a Vodafone Related Entity or Hutchison Related Entity unless, prior to completion of any disposal, the proposed transferee provides a deed poll, in favour of the Company, on the same terms as this deed poll.

## 5 Warranties

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Each of VOL and H3GAH represents and warrants, in respect of itself, that:



- (a) it is a corporation validly existing under the laws of its place of registration;
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll is valid and binding on it and enforceable against it in accordance with its terms; and
- (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

## 6 General

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### 6.1 Governing law and jurisdiction

- (a) This deed poll is governed by the law in force in New South Wales.
- (b) Each party irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll. Each party irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 6.2 Invalidity and enforceability

- (a) If any provision of this deed poll is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 6.2(a) does not apply where enforcement of the provision of this deed poll in accordance with clause 6.2(a) would materially affect the nature or effect of the parties' obligations under this deed poll.

### 6.3 Waiver

- (a) Subject to clause 6.3(b), no party to this deed poll may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (b) The Company may waive its rights under this deed poll if:
  - (1) a Board resolution of the Company is passed approving the waiver; and
  - (2) no V&H Elected Director votes on that Board resolution.

The meanings of the terms used in this clause 6.3 are set out below.

Term	Meaning
<b>conduct</b>	includes delay in the exercise of a right.

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**right** any right arising under or in connection with this deed poll and includes the right to rely on this clause.

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**waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

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#### **6.4 Variation**

- (a) Until the date of Implementation, a variation of any term of this deed poll is only permitted where agreed to in writing by the Company, the parties making this deed poll and TPG.
- (b) On or after the date of Implementation, a variation of any term of this deed poll is only permitted where agreed to in writing by the Company and the parties making this deed poll, provided that the Company has passed a resolution in accordance with clause 6.4(c) below.
- (c) The Company must not agree to a variation of this deed poll under clause 6.4(b), unless a Board resolution of the Company has first been passed approving the variation with no V&H Elected Director voting on that resolution.

#### **6.5 Cumulative rights**

Except as provided in this deed poll and permitted by law, the rights, powers and remedies provided in this deed are cumulative with, and not exclusive of, the rights, powers and remedies provided by law independently of this deed poll.

#### **6.6 Assignment**

A party may not assign, novate, declare a trust over or otherwise transfer or deal with any of its rights or obligations under this deed poll without the prior written consent of the other parties.

#### **6.7 Counterparts**

This deed poll may be executed in any number of counterparts. All counterparts together will be taken to constitute one deed poll.

#### **6.8 Attorneys**

Each of the attorneys executing this deed poll (if any) states that the attorney has no notice of revocation of the attorney's power of attorney.



HERBERT  
SMITH  
FREEHILLS

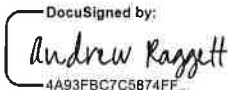
## Signing page

Executed as a deed poll

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Signed sealed and delivered by  
**Vodafone Oceania Ltd** by

*sign here* ▶   
9925AB6ACE07484...  
\_\_\_\_\_  
Company Secretary/Director  
*print name* Jon Mitchell  
\_\_\_\_\_

*sign here* ▶   
4A93FBC7C5B74FF...  
\_\_\_\_\_  
Director  
*print name* Andrew Raggett  
\_\_\_\_\_

Signed sealed and delivered by  
**Hutchison 3G Australia  
Holdings Pty Limited**  
by

*sign here* ▶ \_\_\_\_\_  
Company Secretary/Director  
*print name* \_\_\_\_\_

*sign here* ▶ \_\_\_\_\_  
Director  
*print name* \_\_\_\_\_



HERBERT  
SMITH  
FREEHILLS

## Signing page

Executed as a deed poll

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Signed sealed and delivered by  
**Vodafone Oceania Ltd** by

*sign here* ► \_\_\_\_\_  
Company Secretary/Director

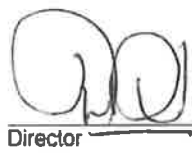
*sign here* ► \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_

Signed sealed and delivered by  
**Hutchison 3G Australia  
Holdings Pty Limited**  
by

*sign here* ►   
Company Secretary/Director


*sign here* ►   
Director

*print name* **Barry Roberts-Thomson**  
Director

*print name* **Frank Sixt**

**Annexure C**

**This is Annexure C of 9 pages (including this page) referred to in the accompanying Form 605 – Notice of ceasing to be a substantial holder**

print name	Trent Czinner	capacity	Company Secretary of TPG Telecom Limited on behalf of all the substantial holders
sign here		date	13 July 2023

**VIOL – Shareholder Deed Poll**

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Vodafone International Operations Limited

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# Deed Poll



Corrs Chambers Westgarth

## Contents

<b>1</b>	<b>Definitions</b>	<b>1</b>
<b>2</b>	<b>Effective date</b>	<b>2</b>
<b>3</b>	<b>Voting on board positions</b>	<b>2</b>
<b>4</b>	<b>Transfer of Shares</b>	<b>3</b>
<b>5</b>	<b>Warranties</b>	<b>3</b>
<b>6</b>	<b>General</b>	<b>3</b>
6.1	Governing law and jurisdiction	3
6.2	Invalidity and enforceability	3
6.3	Waiver	4
6.4	Variation	4
6.5	Cumulative rights	4
6.6	Assignment	4
6.7	Counterparts	5
6.8	Attorneys	5
	<b>Execution</b>	<b>6</b>

Corrs Chambers Westgarth

**Date** 19 December 2022

**By**

**Vodafone International Operations Limited** (Registered number 02797438), a company incorporated in England and Wales, with its registered office at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, England (**VIOL**)

**In favour of**

TPG Telecom Limited (**Company**)

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**Background**

A VIOL has agreed to the commitments in this deed poll regarding voting on the board representation of the Company.

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**Declarations**

**1 Definitions**

The meanings of the terms used in this deed poll are set out below

<b>Associates</b>	Has the meaning set out in section 12 of the Corporations Act, and in respect of VIOL and its Related Bodies Corporate, is taken to include JVCo.
<b>Board</b>	Board of directors of the Company
<b>Company</b>	TPG Telecom Limited ACN 096 304 620.
<b>Corporations Act</b>	The <i>Corporations Act 2001</i> (Cth), as amended from time to time.
<b>H3GAH</b>	Hutchison 3G Australia Holdings Pty Limited ACN 096 549 423.
<b>Implementation Date</b>	13 July 2020
<b>Independent Directors</b>	2 independent directors.

Corrs Chambers Westgarth

<b>JVCo</b>	Vodafone Hutchison (Australia) Holdings Limited, which is a shareholder of the Company.
<b>Related Bodies Corporate</b>	Has the meaning set out in Section 50 of the Corporations Act.
<b>Relevant Interest</b>	Has the meaning given to it in the Corporations Act,
<b>Shares</b>	Ordinary shares in the capital of the Company
<b>Subsidiaries</b>	Has the meaning given to it in the Corporations Act.
<b>V&amp;H Elected Directors</b>	1        2 directors nominated by H3GAH; 2        2 directors nominated by a Vodafone Group Member; and 3        the managing director of the Company.
<b>Vodafone Group Member</b>	Vodafone Parent or any of its Subsidiaries
<b>Vodafone Parent</b>	Vodafone Group Plc.
<b>Vodafone Related Entity</b>	means a Vodafone Group Member and each of their Related Bodies Corporate and Associates.

## 2 Effective date

The terms of this Deed Poll take effect on and from the signature date stated above.

## 3 Voting on board positions

At any time in the 3 years after the Implementation Date that VIOL and H3GAH and their Related Bodies Corporate and Associates hold an aggregate Relevant Interest in the Company of greater than 40%, VIOL will not, and will procure that its Related Bodies Corporate and Associates do not, vote on any resolution of the Company either appointing or removing a director of the Company, other than in relation to the appointment or removal of a V&H Elected Director or an Independent Director or to vote against a resolution appointing a director where, because the Company's constitution sets a maximum of 10 directors, that is necessary so that the Board includes:

- (a) the four V&H Elected Directors specified in items 1 and 2 of the definition of V&H Elected Director; and
- (b) the Independent Directors.

## 4 Transfer of Shares

If at any time VIOL wishes to dispose of any of its Shares to a Vodafone Related Entity:

- (a) VIOL must ensure that, prior to completion of any disposal, the proposed transferee provides a deed poll, in favour of the Company, on substantially the same terms as this deed poll.
- (b) VIOL must procure that JVCo does not dispose of any of its Shares to a Vodafone Related Entity unless, prior to completion of any disposal, the proposed transferee provides a deed poll, in favour of the Company, on the same terms as this deed poll.

## 5 Warranties

VIOL represents and warrants, in respect of itself, that:

- (a) it is a corporation validly existing under the laws of its place of registration;
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll is valid and binding on it and enforceable against it in accordance with its terms; and
- (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

## 6 General

### 6.1 Governing law and jurisdiction

- (a) This deed poll is governed by the law in force in New South Wales.
- (b) VIOL irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll. VIOL irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

Corrs Chambers Westgarth

## 6.2 Invalidity and enforceability

- (a) If any provision of this deed poll is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) **Clause 6.2(a)** does not apply where enforcement of the provision of this deed poll in accordance with **clause 6.2(a)** would materially affect the nature or effect of the parties' obligations under this deed poll.

## 6.3 Waiver

- (a) Subject to **clause 6.3(b)**, no party to this deed poll may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (b) The Company may waive its rights under this deed poll if:
  - (i) a Board resolution of the Company is passed approving the waiver; and
  - (ii) no V&H Elected Director votes on that Board resolution.

The meanings of the terms used in this **clause 6.3** are set out below.

**conduct** includes delay in the exercise of a right

**right** any right arising under or in connection with this deed poll and includes the right to rely on this clause.

**waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

## 6.4 Variation

- (a) On or after the Implementation Date, a variation of any term of this deed poll is only permitted where agreed to in writing by the Company and VIOL making this deed poll, provided that the Company has passed a resolution in accordance with **clause 6.4(b)** below.
- (b) The Company must not agree to a variation of this deed poll under **clause 6.4(a)**, unless a Board resolution of the Company has first been passed approving the variation with no V&H Elected Director voting on that resolution.

## 6.5 Cumulative rights

Except as provided in this deed poll and permitted by law, the rights, powers and remedies provided in this deed are cumulative with, and not exclusive of, the rights, powers and remedies provided by law independently of this deed poll,

## 6.6 Assignment

A party may not assign, novate, declare a trust over or otherwise transfer or deal with any of its rights or obligations under this deed poll without the prior written consent of the other parties.

Corrs Chambers Westgarth

**6.7 Counterparts**

This deed poll may be executed in any number of counterparts. All counterparts together will be taken to constitute one deed poll.

**6.8 Attorneys**

Each of the attorneys executing this deed poll (if any) states that the attorney has no notice of revocation of the attorney's power of attorney.

Corrs Chambers Westgarth

# Execution

**Executed** as a deed poll.

Signed sealed and delivered by )  
**Vodafone International Operations)**  
**Limited** in the presence of:

DocuSigned by:  
Seal  


.....9925AB6ACE07484.....  
Signature of authorised signatory

.....Jonathan Mitchell.....  
Name of authorised signatory


DocuSigned by:  
Seal  


.....4A93FBC7C5874FF.....  
Signature of authorised signatory

.....Andrew Raggett.....  
Name of authorised signatory

**Annexure D**

**This is Annexure D of 8 pages (including this page) referred to in the accompanying Form 605 – Notice of ceasing to be a substantial holder**

print name	Trent Czinner	capacity	Company Secretary of TPG Telecom Limited on behalf of all the substantial holders
sign here		date	13 July 2023

**JVCo – Shareholder Deed Pol**





HERBERT  
SMITH  
FREEHILLS

Deed

## Deed poll

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Vodafone Hutchison (Australia) Holdings Limited



## Deed poll

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Date ► 24 June 2020

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This deed poll is made by **Vodafone Hutchison (Australia) Holdings Limited**  
a company incorporated in England and Wales (Registered No. 12677309) of Vodafone House, The Connection, Newbury, Berkshire, United Kingdom, RG14 2FN  
(**JVCo**)

in favour of Vodafone Hutchison Australia Limited (to be re-named TPG Telecom Limited) (ACN 096 304 620) (the **Company**)

Recitals JVCo has agreed to the commitments in this deed poll regarding voting on the board representation of the Company.

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This deed poll provides as follows:

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## 1 Definitions and interpretation

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### 1.1 Definitions

(a) The meanings of the terms used in this deed poll are set out below.

Term	Meaning
<b>Associates</b>	has the meaning set out in section 12 of the Corporations Act.
<b>Board</b>	board of directors of the Company.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth), as amended from time to time.
<b>H3GAH</b>	Hutchison 3G Australia Holdings Pty Limited (ACN 096 549 423)
<b>Hutchison Group Member</b>	Hutchison Parent or any of its Subsidiaries.

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<b>Term</b>	<b>Meaning</b>
<b>Hutchison Parent</b>	CK Hutchison Holdings Limited.
<b>Hutchison Related Entity</b>	means a Hutchison Group Member and each of their Related Bodies Corporate and Associates.
<b>Implementation</b>	has the meaning given to the term in the Implementation Deed.
<b>Implementation Deed</b>	the scheme implementation deed dated 30 August 2018 entered into by the Company and TPG (among others).
<b>Independent Directors</b>	2 independent directors
<b>Related Bodies Corporate</b>	has the meaning set out in Section 50 of the Corporations Act.
<b>Relevant Interest</b>	has the meaning given to it in the Corporations Act.
<b>Shares</b>	means ordinary shares in the capital of the Company.
<b>Subsidiaries</b>	has the meaning given to it in the Corporations Act.
<b>TPG</b>	TPG Telecom Limited (ACN 093 058 069).
<b>V&amp;H Elected Directors</b>	(1) 2 directors nominated by H3GAH; (2) 2 directors nominated by VOL; and (3) the managing director of the Company.
<b>Vodafone Group Member</b>	Vodafone Parent or any of its Subsidiaries.
<b>Vodafone Parent</b>	Vodafone Group plc.
<b>Vodafone Related Entity</b>	means a Vodafone Group Member and each of their Related Bodies Corporate and Associates.



Term	Meaning
<b>VOL</b>	Vodafone Oceania Limited, a company incorporated in England and Wales (Registered No. 03973427).

## 2 Effective date

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The terms of this Deed Poll take effect on and from the date of Implementation.

## 3 Voting on board positions

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At any time in the 3 years after Implementation that JVCo and its Related Bodies Corporate and Associates hold an aggregate Relevant Interest in the Company of greater than 40%, JVCo will not, and will procure that its Related Bodies Corporate and Associates do not, vote on any resolution of the Company either appointing or removing a director of the Company, other than in relation to the appointment or removal of a V&H Elected Director or an Independent Director or to vote against a resolution appointing a director where, because the Company's constitution sets a maximum of 10 directors, that is necessary so that the Board includes:

- (a) the four V&H Elected Directors specified in items 1 and 2 of the definition of V&H Elected Director; and
- (b) the Independent Directors.

## 4 Transfer of Shares

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If at any time:

- (a) JVCo wishes to dispose of any of its Shares to a Vodafone Related Entity; or
- (b) JVCo wishes to dispose of any of its Shares to a Hutchison Related Entity,

JVCo must ensure that, prior to completion of any disposal, the proposed transferee provides a deed poll, in favour of the Company, on substantially the same terms as this deed poll.

## 5 Warranties

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JVCo represents and warrants, in respect of itself, that:

- (a) it is a corporation validly existing under the laws of its place of registration;
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;



- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll is valid and binding on it and enforceable against it in accordance with its terms; and
- (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

## 6 General

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### 6.1 Governing law and jurisdiction

- (a) This deed poll is governed by the law in force in New South Wales.
- (b) Each party irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll. Each party irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 6.2 Invalidity and enforceability

- (a) If any provision of this deed poll is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 6.2(a) does not apply where enforcement of the provision of this deed poll in accordance with clause 6.2(a) would materially affect the nature or effect of the parties' obligations under this deed poll.

### 6.3 Waiver

- (a) Subject to clause 6.3(b), no party to this deed poll may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (b) The Company may waive its rights under this deed poll if:
  - (1) a Board resolution of the Company is passed approving the waiver; and
  - (2) no V&H Elected Director votes on that Board resolution.

The meanings of the terms used in this clause 6.3 are set out below.

Term	Meaning
conduct	includes delay in the exercise of a right.



**right** any right arising under or in connection with this deed poll and includes the right to rely on this clause.

---

**waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

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#### **6.4 Variation**

- (a) Until the date of Implementation, a variation of any term of this deed poll is only permitted where agreed to in writing by the Company, the parties making this deed poll and TPG.
- (b) On or after the date of Implementation, a variation of any term of this deed poll is only permitted where agreed to in writing by the Company and the parties making this deed poll, provided that the Company has passed a resolution in accordance with clause 6.4(c) below.
- (c) The Company must not agree to a variation of this deed poll under clause 6.4(b), unless a Board resolution of the Company has first been passed approving the variation with no V&H Elected Director voting on that resolution.

#### **6.5 Cumulative rights**

Except as provided in this deed poll and permitted by law, the rights, powers and remedies provided in this deed are cumulative with, and not exclusive of, the rights, powers and remedies provided by law independently of this deed poll.

#### **6.6 Assignment**

A party may not assign, novate, declare a trust over or otherwise transfer or deal with any of its rights or obligations under this deed poll without the prior written consent of the other parties.

#### **6.7 Counterparts**

This deed poll may be executed in any number of counterparts. All counterparts together will be taken to constitute one deed poll.

#### **6.8 Attorneys**

Each of the attorneys executing this deed poll (if any) states that the attorney has no notice of revocation of the attorney's power of attorney.



HERBERT  
SMITH  
FREEHILLS

## Signing page

Executed as a deed poll

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Signed sealed and delivered by  
**Vodafone Hutchison (Australia)  
Holdings Limited** acting by a  
director in the presence of

sign here ▶

Director

sign here ▶

Witness

print name Frank Sixt

print name Steven P. Allen