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Market Announcements Office
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Nufarm Limited
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Laverton North VIC 3026
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26 August 2016

Form 604: Notice of change of interests of substantial holder

Please find enclosed notice of change of interests of substantial holder from Mr Zhang Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited (the "Holders"), in relation to change of their substantial holding in Nufarm Limited ("Nufarm") as described in the substantial holding notice.

The Holders also wish to inform Nufarm that they currently intend this transaction to be a financial investment in Nufarm, and the Holders have no current intention to seek control of Nufarm (via takeover or otherwise), to request a board seat or to control or influence the composition of Nufarm's board or the conduct of its affairs. However, the Holders reserve the right to assess their strategy and respond to market, economic, company or third party developments, including to increase or decrease their holdings from time to time.

For and on behalf of the Holders



Name: Mr ZHANG Hua

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Nufarm Limited ("Company")
ACN/ARSN 091 323 312

1. Details of substantial holder (1)

Name Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited ("Power Growth") and Brecken International Limited ("Brecken")
ACN/ARSN (if applicable) Not applicable

There was a change in the interests of the substantial holder on 24 / 08 / 2016
The previous notice was given to the company on 22 / 03 / 2016
The previous notice was dated 22 / 03 / 2016

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	13,709,552	5.1583%	16,394,482*	6.1657%*

*Note: Power Growth has also entered into a number of AUD Gear Down KODA OTC Forward (each a "KODA") (see Annexures A1 to G1) and Confirmations (each a "Confirmation") (see Annexures A2 to G2) with Credit Suisse AG, Singapore Branch ("CS") (KODA and the Confirmations, being "KODA Contracts") in respect of the shares in the Company ("Shares"). These KODA Contracts give Power Growth a right to acquire additional Shares of up to 1,199,220 (0.451%) Shares. This amount has not been included in the total above but when aggregated with the total above amounts to 17,593,702 (6.6167%) Shares. The exact number of Shares Power Growth would acquire under these KODA Contracts cannot be determined at this point, because it depends on the price of Shares from time to time. Power Growth does not know whether CS holds a relevant interest in all or any of the Shares the subject of the arrangements under these KODA Contracts and therefore does not know whether these KODA Contracts give Power Growth a relevant interest or voting power in relation to the Shares under section 608(8) of the Corporations Act 2001 (Cth) ("Corporations Act"). Reference to these KODA Contracts has been included here for completeness.

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate 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 (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
See Annexure H1					

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Brecken and Mr Zhang Hua	Brecken	Brecken	Brecken has a relevant interest under 608(1) of the Corporations Act. Mr Zhang Hua (who has a controlling interest in Brecken) has	4,737,536 fully paid ordinary shares	4,737,536

			a relevant interest under section 608(3) of the Corporations Act.		
Power Growth and Mr Zhang Hua	Power Growth	Power Growth	Power Growth has a relevant interest under 608(1) of the Corporations Act. Mr Zhang Hua (who has a controlling interest in Power Growth) has a relevant interest under section 608(3) of the Corporations Act.	1,754,928 fully paid ordinary shares	1,754,928
Power Growth and Mr Zhang Hua	Unknown	Unknown. UBS may hold the interest in Nufarm shares from time to time which are subject of the Collar.	Power Growth has entered into a collar agreement with UBS AG, London Branch (" UBS ") (" Collar ") on 21 September 2015, and an amendment agreement on 15 October 2015, in respect of 3,902,018 Nufarm shares under which Power Growth has a right to acquire these Nufarm shares. Under section 608(8) of the Corporations Act, Power Growth may be taken to have a relevant interest in any Nufarm shares which UBS has a relevant interest. See Annexure B of the previous notice dated 22 March 2016.	3,902,018 fully paid ordinary shares	3,902,018
Power Growth and Mr Zhang Hua	Unknown	Unknown. UBS may hold the interest in Nufarm shares from time to time which are subject of the TRS.	Power Growth has also entered into a confirmation agreement dated 14 June 2016 (" Confirmation ") (see Annexure P1), a letter agreement dated 14 June 2016 and a second letter agreement dated 5 July 2016 (" Letter Agreements ") (see Annexure P2) and a representation letter dated 14 June 2016 (" Representation Letter ") (see Annexure P3) with UBS in respect of an equity swap transaction, in relation to 6,000,000 Nufarm shares (the Confirmation Letter, the Letter Agreements and the Representation Letter, being " TRS "). Under the terms of the TRS, Power Growth has a right to acquire these shares. Under section 608(8) of the Corporations Act, Power Growth may be taken to have a relevant interest in any Nufarm shares which UBS has a relevant interest.	6,000,000 fully paid ordinary shares	6,000,000

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) 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
Not applicable	


6. Addresses

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

Name	Address
Mr Zhang Hua	Unit E, 29th floor, Citytower, No.86 Renminnan road Chengdu City, Sichuan province, China
Power Growth Global Limited (BVI Company Number 1872207)	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.
Brecken International Limited (BVI Company Number 1745036)	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.

Signature

print name Zhang Hua Capacity Director

sign here  date 26 / 08 / 0216

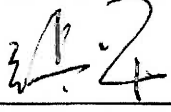
DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A1

This is Annexure A1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 91.80% of Initial Level
- Knock-out Level at 102.00% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	15 August 2016
Final Fixing Date	15 August 2017
Accumulation Start Date	16 August 2016
Maturity Date	17 August 2017 (subject to early termination)
Minimum Accrual End Date	15 September 2016
Reference Share	Nufarm Ltd
Forward Level	91.80% of the Initial Level of the Reference Share
Knock-out Level	% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	320 if closing price is at or above Forward Level; 640 if closing price is below Forward Level
Maximum Number of Reference Shares	161,920
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 8.20% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 80,960 Reference Shares and a maximum of 161,920 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 320 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 80,960 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 320 Reference Shares on each business day where the Share closes at or above the Forward Level and 640 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 320 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

¹ Delivery of shares may trigger fees.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 320 Reference Shares on each business day where the Share closes at or above the Forward Level and 640 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 640 Reference Shares on each business day and a total of 161,920 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
16 Aug 2016	15 Sep 2016	19 Sep 2016	23
16 Sep 2016	17 Oct 2016	19 Oct 2016	22
18 Oct 2016	15 Nov 2016	17 Nov 2016	21
16 Nov 2016	15 Dec 2016	19 Dec 2016	22
16 Dec 2016	16 Jan 2017	18 Jan 2017	19
17 Jan 2017	15 Feb 2017	17 Feb 2017	21
16 Feb 2017	15 Mar 2017	17 Mar 2017	20
16 Mar 2017	18 Apr 2017	20 Apr 2017	22
19 Apr 2017	15 May 2017	17 May 2017	18
16 May 2017	15 Jun 2017	19 Jun 2017	22
16 Jun 2017	17 Jul 2017	19 Jul 2017	22
18 Jul 2017	15 Aug 2017	17 Aug 2017	21

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	8.455	7.7617	

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

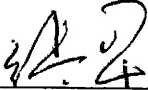
PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA

NOTIONAL / EXPOSURE: AUD 684,516.80 / AUD 1,256,774.46

DATE: _____

Annexure A2

This is Annexure A2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

CREDIT SUISSE AG

1 Raffles Link,
#05-02,
Singapore 039393

Phone: +65 6212 6000
Fax: +65 6212 6200
www.credit-suisse.com

17 August 2016

POWER GROWTH GLOBAL LIMITED
UNIT B, 29TH FLOOR, CITY TOWER
NO. 86, SECTION 1, RENMIN NAN RD
CHENGDU, SICHUAN 610016
CHINA

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	15 August 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 684,516.80
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 7.7617
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	320
Minimum Accrual Date:	15 September 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
16 August 2016	15 September 2016
16 September 2016	17 October 2016
18 October 2016	15 November 2016
16 November 2016	15 December 2016
16 December 2016	16 January 2017
17 January 2017	15 February 2017
16 February 2017	15 March 2017
16 March 2017	18 April 2017
19 April 2017	15 May 2017
16 May 2017	15 June 2017
16 June 2017	17 July 2017
18 July 2017	15 August 2017

Settlement Terms:

Physical Settlement:	Applicable
Settlement Date:	One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date. For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.
Settlement:	The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.
Settlement Currency:	AUD
Calculation Agent:	CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE
Dividends:	
Dividend Payment Obligations:	All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).
Local Jurisdiction:	Not Applicable
Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

- 2. Extraordinary Event.** For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):
- (a) any Potential Adjustment Event;
 - (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
 - (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "'Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.


Yours sincerely,

CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure B1

This is Annexure B1 of **6** pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 92.66% of Initial Level
- Knock-out Level at 102.00% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	16 August 2016
Final Fixing Date	16 August 2017
Accumulation Start Date	17 August 2016
Maturity Date	18 August 2017 (subject to early termination)
Minimum Accrual End Date	16 September 2016
Reference Share	Nufarm Ltd
Forward Level	92.66% of the Initial Level of the Reference Share
Knock-out Level	% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	295 if closing price is at or above Forward Level; 590 if closing price is below Forward Level
Maximum Number of Reference Shares	149,270
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	33433981

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 7.34% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 74,635 Reference Shares and a maximum of 149,270 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 295 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 74,635 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 295 Reference Shares on each business day where the Share closes at or above the Forward Level and 590 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 295 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 295 Reference Shares on each business day where the Share closes at or above the Forward Level and 590 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 590 Reference Shares on each business day and a total of 149,270 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
17 Aug 2016	16 Sep 2016	20 Sep 2016	23
19 Sep 2016	17 Oct 2016	19 Oct 2016	21
18 Oct 2016	16 Nov 2016	18 Nov 2016	22
17 Nov 2016	16 Dec 2016	20 Dec 2016	22
19 Dec 2016	16 Jan 2017	18 Jan 2017	18
17 Jan 2017	16 Feb 2017	20 Feb 2017	22
17 Feb 2017	16 Mar 2017	20 Mar 2017	20
17 Mar 2017	18 Apr 2017	20 Apr 2017	21
19 Apr 2017	16 May 2017	18 May 2017	19
17 May 2017	16 Jun 2017	20 Jun 2017	22
19 Jun 2017	17 Jul 2017	19 Jul 2017	21
18 Jul 2017	16 Aug 2017	18 Aug 2017	22

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	8.4122	7.7947	

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

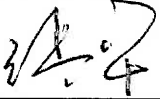
PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / 33433981

NOTIONAL / EXPOSURE: AUD 627,844.55 / AUD 1,163,514.87

DATE: _____

Annexure B2

This is Annexure B2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

CREDIT SUISSE AG

1 Raffles Link,
#05-02,
Singapore 039393

Phone: +65 6212 6000
Fax: +65 6212 6200
www.credit-suisse.com

18 August 2016

POWER GROWTH GLOBAL LIMITED
C-O GORDIAN CAPITAL SINGAPORE P L
UNIT 05-02, MYP PLAZA
135 CECIL STREET, SINGAPORE 069536
SG

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	16 August 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 627,844.55
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 7.7947
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	295
Minimum Accrual Date:	16 September 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
17 August 2016	16 September 2016
19 September 2016	17 October 2016
18 October 2016	16 November 2016
17 November 2016	16 December 2016
19 December 2016	16 January 2017
17 January 2017	16 February 2017
17 February 2017	16 March 2017
17 March 2017	18 April 2017
19 April 2017	16 May 2017
17 May 2017	16 June 2017
19 June 2017	17 July 2017
18 July 2017	16 August 2017

Settlement Terms:

Physical Settlement: Applicable

Settlement Date: One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date.

For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.

Settlement: The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.

Settlement Currency: AUD

Calculation Agent: CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE

Dividends:

Dividend Payment Obligations: All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).

Local Jurisdiction: Not Applicable

Adjustments:

Method of Adjustment: Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

- 2. Extraordinary Event.** For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):
- (a) any Potential Adjustment Event;
 - (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
 - (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "'Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

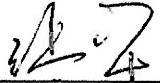
Yours sincerely,

CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure C1

This is Annexure C1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 93.36% of Initial Level
- Knock-out Level at 110.0% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract	Credit Suisse AG, Singapore
Reference Share Seller	Branch ("CS")
Forward Contract	Client
Reference Share Buyer	
Initial Fixing Date	16 August 2016
Final Fixing Date	16 August 2017
Accumulation Start Date	9 August 2016
Maturity Date	18 August 2017 (subject to early termination)
Minimum Accrual End Date	8 September 2016
Reference Share	Nufarm Ltd
Forward Level	93.36% of the Initial Level of the Reference Share
Knock-out Level	% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	295 if closing price is at or above Forward Level; 590 if closing price is below Forward Level
Maximum Number of Reference Shares	149,270
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	33433982

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 6.64% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 74,635 Reference Shares and a maximum of 149,270 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 295 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 74,635 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 295 Reference Shares on each business day where the Share closes at or above the Forward Level and 590 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 295 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 295 Reference Shares on each business day where the Share closes at or above the Forward Level and 590 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 590 Reference Shares on each business day and a total of 149,270 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
09 Aug 2016	08 Sep 2016	12 Sep 2016	23
09 Sep 2016	10 Oct 2016	12 Oct 2016	22
11 Oct 2016	08 Nov 2016	10 Nov 2016	21
09 Nov 2016	08 Dec 2016	12 Dec 2016	22
09 Dec 2016	09 Jan 2017	11 Jan 2017	19
10 Jan 2017	08 Feb 2017	10 Feb 2017	21
09 Feb 2017	08 Mar 2017	10 Mar 2017	20
09 Mar 2017	10 Apr 2017	12 Apr 2017	23
11 Apr 2017	08 May 2017	10 May 2017	17
09 May 2017	08 Jun 2017	13 Jun 2017	23
09 Jun 2017	10 Jul 2017	12 Jul 2017	21
11 Jul 2017	08 Aug 2017	10 Aug 2017	21

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	8.4122	7.8536	

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / 33433982

NOTIONAL / EXPOSURE: AUD 627,844.55 / AUD 1,172,306.87

DATE: _____

Annexure C2

This is Annexure C2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

CREDIT SUISSE AG

1 Raffles Link,
#05-02,
Singapore 039393

Phone: +65 6212 6000
Fax: +65 6212 6200
www.credit-suisse.com

18 August 2016

POWER GROWTH GLOBAL LIMITED
UNIT B, 29TH FLOOR, CITY TOWER
NO. 86, SECTION 1, RENMIN NAN RD
CHENGDU, SICHUAN 610016
CHINA

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	16 August 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 627,844.55
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 7.8536
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	295
Minimum Accrual Date:	16 September 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
17 August 2016	16 September 2016
19 September 2016	17 October 2016
18 October 2016	16 November 2016
17 November 2016	16 December 2016
19 December 2016	16 January 2017
17 January 2017	16 February 2017
17 February 2017	16 March 2017
17 March 2017	18 April 2017
19 April 2017	16 May 2017
17 May 2017	16 June 2017
19 June 2017	17 July 2017
18 July 2017	16 August 2017

Settlement Terms:

Physical Settlement: Applicable

Settlement Date: One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date.

For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.

Settlement: The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.

Settlement Currency: AUD

Calculation Agent: CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE

Dividends:

Dividend Payment Obligations: All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).

Local Jurisdiction: Not Applicable

Adjustments:

Method of Adjustment: Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

2. Extraordinary Event. For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):

- (a) any Potential Adjustment Event;
- (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
- (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "'Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

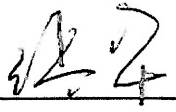
Yours sincerely,

CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure D1

This is Annexure D1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 92.30% of Initial Level
- Knock-out Level at 102.00% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract	Credit Suisse AG, Singapore
Reference Share Seller	Branch ("CS")
Forward Contract	Client
Reference Share Buyer	
Initial Fixing Date	18 August 2016
Final Fixing Date	18 August 2017
Accumulation Start Date	19 August 2016
Maturity Date	22 August 2017 (subject to early termination)
Minimum Accrual End Date	19 September 2016
Reference Share	Nufarm Ltd
Forward Level	92.30% of the Initial Level of the Reference Share
Knock-out Level	% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	285 if closing price is at or above Forward Level; 570 if closing price is below Forward Level
Maximum Number of Reference Shares	144,210
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 7.70% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 72,105 Reference Shares and a maximum of 144,210 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 285 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 72,105 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 285 Reference Shares on each business day where the Share closes at or above the Forward Level and 570 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 285 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

¹ Delivery of shares may trigger fees.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 285 Reference Shares on each business day where the Share closes at or above the Forward Level and 570 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 570 Reference Shares on each business day and a total of 144,210 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
19 Aug 2016	19 Sep 2016	21 Sep 2016	22
20 Sep 2016	18 Oct 2016	20 Oct 2016	21
19 Oct 2016	18 Nov 2016	22 Nov 2016	23
21 Nov 2016	19 Dec 2016	21 Dec 2016	21
20 Dec 2016	18 Jan 2017	20 Jan 2017	19
19 Jan 2017	20 Feb 2017	22 Feb 2017	22
21 Feb 2017	20 Mar 2017	22 Mar 2017	20
21 Mar 2017	18 Apr 2017	20 Apr 2017	19
19 Apr 2017	18 May 2017	22 May 2017	21
19 May 2017	19 Jun 2017	21 Jun 2017	21
20 Jun 2017	18 Jul 2017	20 Jul 2017	21
19 Jul 2017	18 Aug 2017	22 Aug 2017	23

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	8.4545	7.8035	

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____


PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA

NOTIONAL / EXPOSURE: AUD 609,611.72 / AUD 1,125,342.74

DATE: _____

Annexure D2

This is Annexure D2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

22 August 2016

POWER GROWTH GLOBAL LIMITED
C-O GORDIAN CAPITAL SINGAPORE P L
UNIT 05-02, MYP PLAZA
135 CECIL STREET, SINGAPORE 069536
SG

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	18 August 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 609,611.72
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 7.8035
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	285
Minimum Accrual Date:	19 September 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
19 August 2016	19 September 2016
20 September 2016	18 October 2016
19 October 2016	18 November 2016
21 November 2016	19 December 2016
20 December 2016	18 January 2017
19 January 2017	20 February 2017
21 February 2017	20 March 2017
21 March 2017	18 April 2017
19 April 2017	18 May 2017
19 May 2017	19 June 2017
20 June 2017	18 July 2017
19 July 2017	18 August 2017

Settlement Terms:

Physical Settlement: Applicable

Settlement Date: One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date.

For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.

Settlement: The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.

Settlement Currency: AUD

Calculation Agent: CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE

Dividends:

Dividend Payment Obligations: All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).

Local Jurisdiction: Not Applicable

Adjustments:

Method of Adjustment: Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

- 2. Extraordinary Event.** For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):
- (a) any Potential Adjustment Event;
 - (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
 - (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "Change in law" means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

4. **Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
5. **Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.


Yours sincerely,

CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure E1

This is Annexure E1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

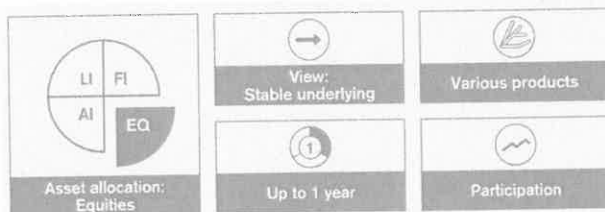
Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 93.30% of Initial Level
- Knock-out Level at 110.0% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	18 August 2016
Final Fixing Date	18 August 2017
Accumulation Start Date	19 August 2016
Maturity Date	22 August 2017 (subject to early termination)
Minimum Accrual End Date	19 September 2016
Reference Share	Nufarm Ltd
Forward Level	93.30% of the Initial Level of the Reference Share
Knock-out Level	% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	285 if closing price is at or above Forward Level; 570 if closing price is below Forward Level
Maximum Number of Reference Shares	144,210
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 6.70% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 72,105 Reference Shares and a maximum of 144,210 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 285 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 72,105 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 285 Reference Shares on each business day where the Share closes at or above the Forward Level and 570 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 285 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares. The transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 285 Reference Shares on each business day where the Share closes at or above the Forward Level and 570 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 570 Reference Shares on each business day and a total of 144,210 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
19 Aug 2016	19 Sep 2016	21 Sep 2016	22
20 Sep 2016	18 Oct 2016	20 Oct 2016	21
19 Oct 2016	18 Nov 2016	22 Nov 2016	23
21 Nov 2016	19 Dec 2016	21 Dec 2016	21
20 Dec 2016	18 Jan 2017	20 Jan 2017	19
19 Jan 2017	20 Feb 2017	22 Feb 2017	22
21 Feb 2017	20 Mar 2017	22 Mar 2017	20
21 Mar 2017	18 Apr 2017	20 Apr 2017	19
19 Apr 2017	18 May 2017	22 May 2017	21
19 May 2017	19 Jun 2017	21 Jun 2017	21
20 Jun 2017	18 Jul 2017	20 Jul 2017	21
19 Jul 2017	18 Aug 2017	22 Aug 2017	23

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	8.4545	7.8880	

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA _____

NOTIONAL / EXPOSURE: AUD 609,611.72 / AUD 1,137,528.48 _____

DATE: _____

Annexure E2

This is Annexure E2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

CREDIT SUISSE AG
1 Raffles Link,
#05-02,
Singapore 039393

Phone: +65 6212 6000
Fax: +65 6212 6200
www.credit-suisse.com

22 August 2016

POWER GROWTH GLOBAL LIMITED
C-O GORDIAN CAPITAL SINGAPORE P L
UNIT 05-02, MYP PLAZA
135 CECIL STREET, SINGAPORE 069536
SG

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	18 August 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 609,611.72
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 7.888
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	285
Minimum Accrual Date:	19 September 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
19 August 2016	19 September 2016
20 September 2016	18 October 2016
19 October 2016	18 November 2016
21 November 2016	19 December 2016
20 December 2016	18 January 2017
19 January 2017	20 February 2017
21 February 2017	20 March 2017
21 March 2017	18 April 2017
19 April 2017	18 May 2017
19 May 2017	19 June 2017
20 June 2017	18 July 2017
19 July 2017	18 August 2017

Settlement Terms:

Physical Settlement: Applicable

Settlement Date: One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date.

For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.

Settlement: The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.

Settlement Currency: AUD

Calculation Agent: CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE

Dividends:

Dividend Payment Obligations: All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).

Local Jurisdiction: Not Applicable

Adjustments:

Method of Adjustment: Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

- 2. Extraordinary Event.** For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):
- (a) any Potential Adjustment Event;
 - (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
 - (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

Yours sincerely,

CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure F1

This is Annexure F1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

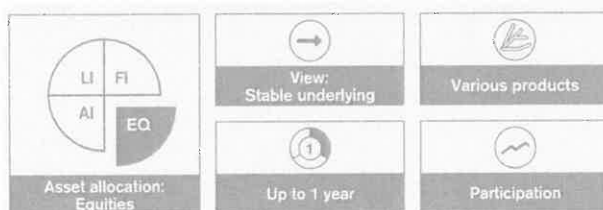
Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 93.28% of Initial Level
- Knock-out Level at 110.0% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	19 August 2016
Final Fixing Date	21 August 2017
Accumulation Start Date	22 August 2016
Maturity Date	23 August 2017 (subject to early termination)
Minimum Accrual End Date	19 September 2016
Reference Share	Nufarm Ltd
Forward Level	93.28% of the Initial Level of the Reference Share
Knock-out Level	% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	445 if closing price is at or above Forward Level; 890 if closing price is below Forward Level
Maximum Number of Reference Shares	225,170
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 6.72% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 112,585 Reference Shares and a maximum of 225,170 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 445 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 112,585 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 445 Reference Shares on each business day where the Share closes at or above the Forward Level and 890 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 445 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 445 Reference Shares on each business day where the Share closes at or above the Forward Level and 890 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 890 Reference Shares on each business day and a total of 225,170 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
22 Aug 2016	19 Sep 2016	21 Sep 2016	21
20 Sep 2016	19 Oct 2016	21 Oct 2016	22
20 Oct 2016	21 Nov 2016	23 Nov 2016	23
22 Nov 2016	19 Dec 2016	21 Dec 2016	20
20 Dec 2016	19 Jan 2017	23 Jan 2017	20
20 Jan 2017	20 Feb 2017	22 Feb 2017	21
21 Feb 2017	20 Mar 2017	22 Mar 2017	20
21 Mar 2017	19 Apr 2017	21 Apr 2017	20
20 Apr 2017	19 May 2017	23 May 2017	21
22 May 2017	19 Jun 2017	21 Jun 2017	20
20 Jun 2017	19 Jul 2017	21 Jul 2017	22
20 Jul 2017	21 Aug 2017	23 Aug 2017	23

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

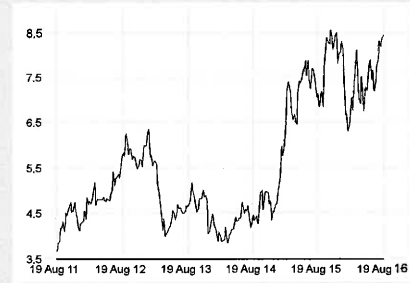
Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	8.4752	7.9057	

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA

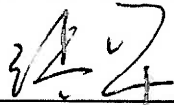
NOTIONAL / EXPOSURE: AUD 954,180.39 / AUD 1,780,126.47

DATE: _____

Annexure F2

This is Annexure F2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here:



Print name:

Zhang Hua

Capacity:

Director

Date:

26 / 08 / 2016

23 August 2016

POWER GROWTH GLOBAL LIMITED
C-O GORDIAN CAPITAL SINGAPORE P L
UNIT 05-02, MYP PLAZA
135 CECIL STREET, SINGAPORE 069536
SG

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	19 August 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 954,180.39
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 7.9057
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	445
Minimum Accrual Date:	19 September 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
22 August 2016	19 September 2016
20 September 2016	19 October 2016
20 October 2016	21 November 2016
22 November 2016	19 December 2016
20 December 2016	19 January 2017
20 January 2017	20 February 2017
21 February 2017	20 March 2017
21 March 2017	19 April 2017
20 April 2017	19 May 2017
22 May 2017	19 June 2017
20 June 2017	19 July 2017
20 July 2017	21 August 2017

Settlement Terms:

Physical Settlement: Applicable

Settlement Date: One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date.

For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.

Settlement: The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.

Settlement Currency: AUD

Calculation Agent: CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE

Dividends:

Dividend Payment Obligations: All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).

Local Jurisdiction: Not Applicable

Adjustments:

Method of Adjustment: Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

- 2. Extraordinary Event.** For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):
- (a) any Potential Adjustment Event;
 - (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
 - (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

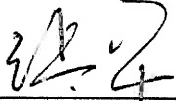
Yours sincerely,

CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure G1

This is Annexure G1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 92.19% of Initial Level
- Knock-out Level at 102.00% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	19 August 2016
Final Fixing Date	21 August 2017
Accumulation Start Date	22 August 2016
Maturity Date	23 August 2017 (subject to early termination)
Minimum Accrual End Date	19 September 2016
Reference Share	Nufarm Ltd
Forward Level	92.19% of the Initial Level of the Reference Share
Knock-out Level	% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	445 if closing price is at or above Forward Level; 890 if closing price is below Forward Level
Maximum Number of Reference Shares	225,170
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 7.81% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 112,585 Reference Shares and a maximum of 225,170 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 445 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 112,585 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 445 Reference Shares on each business day where the Share closes at or above the Forward Level and 890 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 445 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 445 Reference Shares on each business day where the Share closes at or above the Forward Level and 890 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 890 Reference Shares on each business day and a total of 225,170 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
22 Aug 2016	19 Sep 2016	21 Sep 2016	21
20 Sep 2016	19 Oct 2016	21 Oct 2016	22
20 Oct 2016	21 Nov 2016	23 Nov 2016	23
22 Nov 2016	19 Dec 2016	21 Dec 2016	20
20 Dec 2016	19 Jan 2017	23 Jan 2017	20
20 Jan 2017	20 Feb 2017	22 Feb 2017	21
21 Feb 2017	20 Mar 2017	22 Mar 2017	20
21 Mar 2017	19 Apr 2017	21 Apr 2017	20
20 Apr 2017	19 May 2017	23 May 2017	21
22 May 2017	19 Jun 2017	21 Jun 2017	20
20 Jun 2017	19 Jul 2017	21 Jul 2017	22
20 Jul 2017	21 Aug 2017	23 Aug 2017	23

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	8.4752	7.8133	

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA

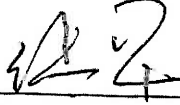
NOTIONAL / EXPOSURE: AUD 954,180.39 / AUD 1,759,320.76

DATE: _____

Annexure G2

This is Annexure G2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here:



Print name:

Zhang Hua

Capacity:

Director

Date:

26 / 08 / 2016

CREDIT SUISSE AG

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23 August 2016

POWER GROWTH GLOBAL LIMITED
C-O GORDIAN CAPITAL SINGAPORE P L
UNIT 05-02, MYP PLAZA
135 CECIL STREET, SINGAPORE 069536
SG

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	19 August 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 954,180.39
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 7.8133
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	445
Minimum Accrual Date:	19 September 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
22 August 2016	19 September 2016
20 September 2016	19 October 2016
20 October 2016	21 November 2016
22 November 2016	19 December 2016
20 December 2016	19 January 2017
20 January 2017	20 February 2017
21 February 2017	20 March 2017
21 March 2017	19 April 2017
20 April 2017	19 May 2017
22 May 2017	19 June 2017
20 June 2017	19 July 2017
20 July 2017	21 August 2017

Settlement Terms:

Physical Settlement:	Applicable
Settlement Date:	One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date. For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.
Settlement:	The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.
Settlement Currency:	AUD
Calculation Agent:	CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE
Dividends:	
Dividend Payment Obligations:	All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).
Local Jurisdiction:	Not Applicable
Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

2. Extraordinary Event. For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):

- (a) any Potential Adjustment Event;
- (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
- (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "'Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

Yours sincerely,

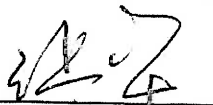
CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure H

This is Annexure H of 3 pages referred to in the accompanying Form 604 (change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here:



Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected		Person's votes affected
				Non-Cash		
Shares held by Brecken						
23/03/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$2,452,620		300,000 fully paid ordinary shares	300,000
29/03/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$2,218,590		300,000 fully paid ordinary shares	300,000
30/03/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$2,198,910		300,000 fully paid ordinary shares	300,000
31/03/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$1,367,495		183,655 fully paid ordinary shares	183,655
1/04/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$2,241,510		300,000 fully paid ordinary shares	300,000
14/04/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$711,883		99,684 fully paid ordinary shares	99,684
15/04/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$667,573		92,454 fully paid ordinary shares	92,454
19/04/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$541,981		75,530 fully paid ordinary shares	75,530
20/04/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$1,444,745		193,676 fully paid ordinary shares	193,676
21/04/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$1,000,344		135,001 fully paid ordinary shares	135,001
09/05/2016	Brecken and Mr Zhang Hua	Dividend	0		19,536 fully paid ordinary shares	19,536
16/05/2016	Brecken and Mr Zhang Hua	Share transfer from Power Growth	AUD\$3,583,170		450,000 fully paid ordinary shares	450,000
30/06/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$739,360		100,000 fully paid ordinary shares	100,000
1/07/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$134,548		18,000 fully paid ordinary shares	18,000
24/08/2016	Brecken and Mr Zhang Hua	On-market purchase	AUD\$422,010		50,000 fully paid ordinary shares	50,000
Shares held by Power Growth						
22/03/2016	Power Growth	On-market purchase	AUD\$1,636,220		200,000 fully paid ordinary	200,000

	and Mr Zhang Hua				shares	
9/05/2016	Power Growth and Mr Zhang Hua	Dividend	0		43,980 fully paid ordinary shares	43,980
16/05/2016	Power Growth and Mr Zhang Hua	Share transfer to Brecken			(450,000) fully paid ordinary shares	(450,000)
19/05/2016	Power Growth and Mr Zhang Hua	On-market purchase	AUD\$11,446,508		1,437,534 fully paid ordinary shares	1,437,534
27/05/2016	Power Growth and Mr Zhang Hua	Shares acquired under AUD Gear Down KODA OTC Forward Contract with Credit Suisse AG, Singapore Branch dated 24 May 2016 (see Annexure I1) and Confirmation letter dated 27 May 2016 (see Annexure I2).	AUD\$69,061		10,780 fully paid ordinary shares	10,780
2/06/2016	Power Growth and Mr Zhang Hua	Shares acquired under AUD Gear Down KODA OTC Forward Contract with Credit Suisse AG, Singapore Branch dated 26 May 2016 (see Annexure J1) and Confirmation letter dated 30 May 2016 (see Annexure J2).	AUD\$208,428		30,870 fully paid ordinary shares	30,870
14/06/2016	Power Growth and Mr Zhang Hua	Shares transferred to UBS.	See Annexures P1 – P3		(6,000,000) fully paid ordinary shares	(6,000,000)
14/06/2016	Power Growth and Mr Zhang Hua	Under the terms of the TRS, Power Growth has a right to acquire these number of Nufarm shares.	See Annexures P1 – P3		6,000,000 fully paid ordinary shares	6,000,000
4/07/2016	Power Growth and Mr Zhang Hua	Shares acquired under AUD Gear Down KODA OTC Forward Contract with Credit Suisse AG, Singapore Branch dated 30 May 2016 (see Annexure K1) and Confirmation letter dated 1 June 2016 (see Annexure K2).	AUD\$217,842		31,680 fully paid ordinary shares	31,680
4/07/2016	Power Growth and Mr Zhang Hua	Shares acquired under AUD Gear Down KODA OTC Forward Contract with Credit Suisse AG, Singapore Branch dated 30 May 2016 (see Annexure L1) and Confirmation letter dated 1 June 2016 (see Annexure L2).	AUD\$224,680		31,680 fully paid ordinary shares	31,680
4/07/2016	Power Growth and Mr Zhang	Shares acquired under AUD Gear	AUD\$204,639		29,400 fully paid ordinary shares	29,400

	Hua	Down KODA OTC Forward Contract with Credit Suisse AG, Singapore Branch dated 31 May 2016 (see Annexure M1) and Confirmation letter dated 2 June 2016 (see Annexure M2).				
4/07/2016	Power Growth and Mr Zhang Hua	Shares acquired under AUD Gear Down KODA OTC Forward Contract with Credit Suisse AG, Singapore Branch dated 1 June 2016 (see Annexure N1) and Confirmation letter dated 3 June 2016 (see Annexure N2).	AUD\$203,239		29,400 fully paid ordinary shares	29,400
15/07/2016	Power Growth and Mr Zhang Hua	Shares acquired under AUD Gear Down KODA OTC Forward Contract with Credit Suisse AG, Singapore Branch dated 5 July 2016 (see Annexure O1) and Confirmation letter dated 7 July 2016 (see Annexure O2).	AUD\$158,884		14,444 fully paid ordinary shares	14,444

Annexure I1

This is Annexure I1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

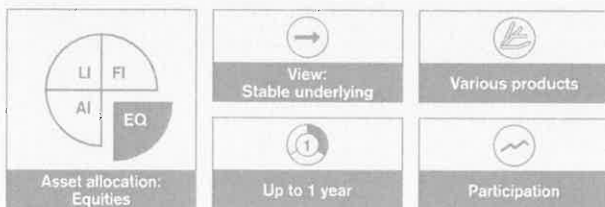
Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 88.00% of Initial Level
- Knock-out Level at 102.00% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	24 May 2016
Final Fixing Date	24 May 2017
Accumulation Start Date	25 May 2016
Maturity Date	26 May 2017 (subject to early termination)
Minimum Accrual End Date	24 June 2016
Reference Share	Nufarm Ltd
Forward Level	88.00% of the Initial Level of the Reference Share
Knock-out Level	102.00% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	490 if closing price is at or above Forward Level; 980 if closing price is below Forward Level
Maximum Number of Reference Shares	247,940
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 12.00% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 123,970 Reference Shares and a maximum of 247,940 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 490 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 123,970 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 490 Reference Shares on each business day where the Share closes at or above the Forward Level and 980 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 490 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 490 Reference Shares on each business day where the Share closes at or above the Forward Level and 980 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 980 Reference Shares on each business day and a total of 247,940 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
25 May 2016	24 Jun 2016	28 Jun 2016	22
27 Jun 2016	25 Jul 2016	27 Jul 2016	21
26 Jul 2016	24 Aug 2016	26 Aug 2016	22
25 Aug 2016	26 Sep 2016	28 Sep 2016	23
27 Sep 2016	24 Oct 2016	26 Oct 2016	20
25 Oct 2016	24 Nov 2016	28 Nov 2016	23
25 Nov 2016	28 Dec 2016	30 Dec 2016	22
29 Dec 2016	24 Jan 2017	27 Jan 2017	18
25 Jan 2017	24 Feb 2017	28 Feb 2017	22
27 Feb 2017	24 Mar 2017	28 Mar 2017	20
27 Mar 2017	24 Apr 2017	27 Apr 2017	19
26 Apr 2017	24 May 2017	26 May 2017	21

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	7.28	6.4064	7.4256

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

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I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

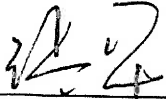
PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA

NOTIONAL / EXPOSURE: AUD 902,501.60 / AUD 1,588,402.82

DATE: _____

Annexure I2

This is Annexure I2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

CREDIT SUISSE AG

1 Raffles Link,
#05-02,
Singapore 039393

Phone: +65 6212 6000
Fax: +65 6212 6200
www.credit-suisse.com

27 May 2016

POWER GROWTH GLOBAL LIMITED
C-O GORDIAN CAPITAL SINGAPORE P L
UNIT 05-02, MYP PLAZA
135 CECIL STREET, SINGAPORE 069536
SG

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	24 May 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 902,501.60
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 6.4064
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	490
Minimum Accrual Date:	24 June 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

AUD 7.4256

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
25 May 2016	24 June 2016
27 June 2016	25 July 2016
26 July 2016	24 August 2016
25 August 2016	26 September 2016
27 September 2016	24 October 2016
25 October 2016	24 November 2016
25 November 2016	28 December 2016
29 December 2016	24 January 2017
25 January 2017	24 February 2017
27 February 2017	24 March 2017
27 March 2017	24 April 2017
26 April 2017	24 May 2017

Settlement Terms:

Physical Settlement:	Applicable
Settlement Date:	One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date. For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.
Settlement:	The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.
Settlement Currency:	AUD
Calculation Agent:	CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE
Dividends:	
Dividend Payment Obligations:	All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).
Local Jurisdiction:	Not Applicable
Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

- 2. Extraordinary Event.** For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):
- (a) any Potential Adjustment Event;
 - (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
 - (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "'Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

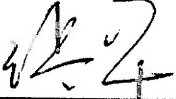
Yours sincerely,

CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure J1

This is Annexure J1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

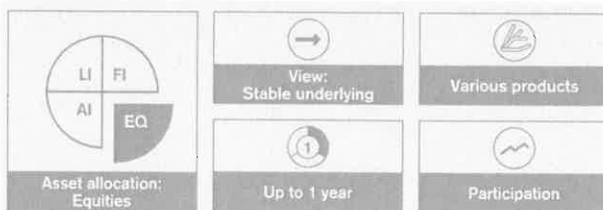
Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 88.00% of Initial Level
- Knock-out Level at 102.00% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	26 May 2016
Final Fixing Date	26 May 2017
Accumulation Start Date	27 May 2016
Maturity Date	30 May 2017 (subject to early termination)
Minimum Accrual End Date	27 June 2016
Reference Share	Nufarm Ltd
Forward Level	88.00% of the Initial Level of the Reference Share
Knock-out Level	102.00% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	1,470 if closing price is at or above Forward Level; 2,940 if closing price is below Forward Level
Maximum Number of Reference Shares	743,820
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 12.00% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 371,910 Reference Shares and a maximum of 743,820 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 1,470 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 371,910 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 1,470 Reference Shares on each business day where the Share closes at or above the Forward Level and 2,940 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 1,470 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 1,470 Reference Shares on each business day where the Share closes at or above the Forward Level and 2,940 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 2,940 Reference Shares on each business day and a total of 743,820 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
27 May 2016	27 Jun 2016	29 Jun 2016	21
28 Jun 2016	26 Jul 2016	28 Jul 2016	21
27 Jul 2016	26 Aug 2016	30 Aug 2016	23
29 Aug 2016	26 Sep 2016	28 Sep 2016	21
27 Sep 2016	26 Oct 2016	28 Oct 2016	22
27 Oct 2016	28 Nov 2016	30 Nov 2016	23
29 Nov 2016	28 Dec 2016	30 Dec 2016	20
29 Dec 2016	27 Jan 2017	31 Jan 2017	20
30 Jan 2017	27 Feb 2017	01 Mar 2017	21
28 Feb 2017	27 Mar 2017	29 Mar 2017	20
28 Mar 2017	26 Apr 2017	28 Apr 2017	19
27 Apr 2017	26 May 2017	30 May 2017	22

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	7.6725	6.7518	7.8260

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

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I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA

NOTIONAL / EXPOSURE: AUD 2,853,479.48 / AUD 5,022,123.88

DATE: _____

Annexure J2

This is Annexure J2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here:



Print name:

Zhang Hua

Capacity:

Director

Date:

26 / 08 / 2016

CREDIT SUISSE AG

1 Raffles Link,
#05-02,
Singapore 039393

Phone: +65 6212 6000
Fax: +65 6212 6200
www.credit-suisse.com

30 May 2016

POWER GROWTH GLOBAL LIMITED
C-O GORDIAN CAPITAL SINGAPORE P L
UNIT 05-02, MYP PLAZA
135 CECIL STREET, SINGAPORE 069536
SG

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	26 May 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 2,853,479.48
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 6.7518
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	1,470
Minimum Accrual Date:	27 June 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

AUD 7.826

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
27 May 2016	27 June 2016
28 June 2016	26 July 2016
27 July 2016	26 August 2016
29 August 2016	26 September 2016
27 September 2016	26 October 2016
27 October 2016	28 November 2016
29 November 2016	28 December 2016
29 December 2016	27 January 2017
30 January 2017	27 February 2017
28 February 2017	27 March 2017
28 March 2017	26 April 2017
27 April 2017	26 May 2017

Settlement Terms:

Physical Settlement:	Applicable
Settlement Date:	One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date. For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.
Settlement:	The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.
Settlement Currency:	AUD
Calculation Agent:	CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE
Dividends:	
Dividend Payment Obligations:	All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).
Local Jurisdiction:	Not Applicable
Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

- 2. Extraordinary Event.** For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):
- (a) any Potential Adjustment Event;
 - (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
 - (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

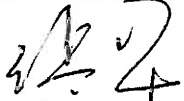
Yours sincerely,

CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure K1

This is Annexure K1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

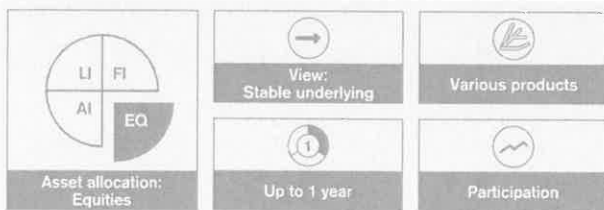
Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 88.00% of Initial Level
- Knock-out Level at 102.00% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	30 May 2016
Final Fixing Date	30 May 2017
Accumulation Start Date	31 May 2016
Maturity Date	1 June 2017 (subject to early termination)
Minimum Accrual End Date	30 June 2016
Reference Share	Nufarm Ltd
Forward Level	88.00% of the Initial Level of the Reference Share
Knock-out Level	102.00% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	1,440 if closing price is at or above Forward Level; 2,880 if closing price is below Forward Level
Maximum Number of Reference Shares	728,640
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 12.00% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 364,320 Reference Shares and a maximum of 728,640 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 1,440 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 364,320 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 1,440 Reference Shares on each business day where the Share closes at or above the Forward Level and 2,880 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 1,440 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 1,440 Reference Shares on each business day where the Share closes at or above the Forward Level and 2,880 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 2,880 Reference Shares on each business day and a total of 728,640 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
31 May 2016	30 Jun 2016	04 Jul 2016	22
01 Jul 2016	01 Aug 2016	03 Aug 2016	22
02 Aug 2016	30 Aug 2016	01 Sep 2016	21
31 Aug 2016	30 Sep 2016	05 Oct 2016	23
03 Oct 2016	31 Oct 2016	03 Nov 2016	21
01 Nov 2016	30 Nov 2016	02 Dec 2016	22
01 Dec 2016	30 Dec 2016	04 Jan 2017	20
03 Jan 2017	30 Jan 2017	01 Feb 2017	19
31 Jan 2017	28 Feb 2017	02 Mar 2017	21
01 Mar 2017	30 Mar 2017	03 Apr 2017	22
31 Mar 2017	01 May 2017	03 May 2017	19
02 May 2017	30 May 2017	01 Jun 2017	21

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	7.814	6.8763	7.9703

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____


PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA

NOTIONAL / EXPOSURE: AUD 2,846,796.48 / AUD 5,010,347.23

DATE: _____

Annexure K2

This is Annexure K2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

01 June 2016

POWER GROWTH GLOBAL LIMITED
UNIT B, 29TH FLOOR, CITY TOWER
NO. 86, SECTION 1, RENMIN NAN RD
CHENGDU, SICHUAN 610016
CHINA

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	30 May 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 2,846,796.48
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 6.8763
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	1,440
Minimum Accrual Date:	30 June 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

AUD 7.9703

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
31 May 2016	30 June 2016
01 July 2016	01 August 2016
02 August 2016	30 August 2016
31 August 2016	30 September 2016
03 October 2016	31 October 2016
01 November 2016	30 November 2016
01 December 2016	30 December 2016
03 January 2017	30 January 2017
31 January 2017	28 February 2017
01 March 2017	30 March 2017
31 March 2017	01 May 2017
02 May 2017	30 May 2017

Settlement Terms:

Physical Settlement: Applicable

Settlement Date: One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date.

For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.

Settlement: The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.

Settlement Currency: AUD

Calculation Agent: CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE

Dividends:

Dividend Payment Obligations: All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).

Local Jurisdiction: Not Applicable

Adjustments:

Method of Adjustment: Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

2. **Extraordinary Event.** For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):
- (a) any Potential Adjustment Event;
 - (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
 - (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "'Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

Yours sincerely,

CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure L1

This is Annexure L1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here:



Print name:

Zhang Hua

Capacity:

Director

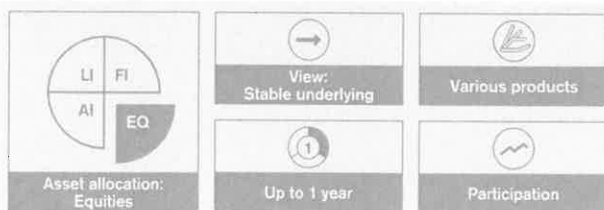
Date:

26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 90.71% of Initial Level
- Knock-out Level at 102.00% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	30 May 2016
Final Fixing Date	30 May 2017
Accumulation Start Date	31 May 2016
Maturity Date	1 June 2017 (subject to early termination)
Minimum Accrual End Date	30 June 2016
Reference Share	Nufarm Ltd
Forward Level	90.71% of the Initial Level of the Reference Share
Knock-out Level	102.00% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	1,440 if closing price is at or above Forward Level; 2,880 if closing price is below Forward Level
Maximum Number of Reference Shares	728,640
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 9.29% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 364,320 Reference Shares and a maximum of 728,640 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 1,440 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 364,320 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 1,440 Reference Shares on each business day where the Share closes at or above the Forward Level and 2,880 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 1,440 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 1,440 Reference Shares on each business day where the Share closes at or above the Forward Level and 2,880 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 2,880 Reference Shares on each business day and a total of 728,640 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
31 May 2016	30 Jun 2016	04 Jul 2016	22
01 Jul 2016	01 Aug 2016	03 Aug 2016	22
02 Aug 2016	30 Aug 2016	01 Sep 2016	21
31 Aug 2016	30 Sep 2016	05 Oct 2016	23
03 Oct 2016	31 Oct 2016	03 Nov 2016	21
01 Nov 2016	30 Nov 2016	02 Dec 2016	22
01 Dec 2016	30 Dec 2016	04 Jan 2017	20
03 Jan 2017	30 Jan 2017	01 Feb 2017	19
31 Jan 2017	28 Feb 2017	02 Mar 2017	21
01 Mar 2017	30 Mar 2017	03 Apr 2017	22
31 Mar 2017	01 May 2017	03 May 2017	19
02 May 2017	30 May 2017	01 Jun 2017	21

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

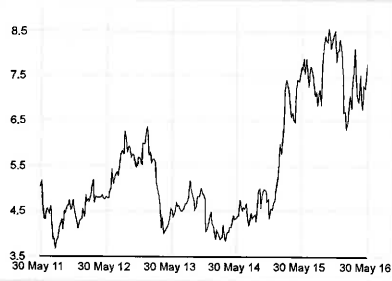
Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	7.8185	7.0922	7.9749

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

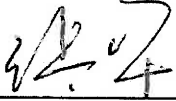
PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA

NOTIONAL / EXPOSURE: AUD 2,848,435.92 / AUD 5,167,660.61

DATE: _____

Annexure L2

This is Annexure L2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

CREDIT SUISSE AG

1 Raffles Link,
#05-02,
Singapore 039393

Phone: +65 6212 6000
Fax: +65 6212 6200
www.credit-suisse.com

01 June 2016

POWER GROWTH GLOBAL LIMITED
UNIT B, 29TH FLOOR, CITY TOWER
NO. 86, SECTION 1, RENMIN NAN RD
CHENGDU, SICHUAN 610016
CHINA

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	30 May 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 2,848,435.92
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 7.0922
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	1,440
Minimum Accrual Date:	30 June 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

AUD 7.9749

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
31 May 2016	30 June 2016
01 July 2016	01 August 2016
02 August 2016	30 August 2016
31 August 2016	30 September 2016
03 October 2016	31 October 2016
01 November 2016	30 November 2016
01 December 2016	30 December 2016
03 January 2017	30 January 2017
31 January 2017	28 February 2017
01 March 2017	30 March 2017
31 March 2017	01 May 2017
02 May 2017	30 May 2017

Settlement Terms:

Physical Settlement:	Applicable
Settlement Date:	One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date. For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.
Settlement:	The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.
Settlement Currency:	AUD
Calculation Agent:	CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE
Dividends:	
Dividend Payment Obligations:	All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).
Local Jurisdiction:	Not Applicable
Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

2. **Extraordinary Event.** For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):
- (a) any Potential Adjustment Event;
 - (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
 - (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

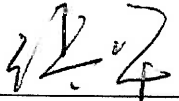
Yours sincerely,

CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure M1

This is Annexure M1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

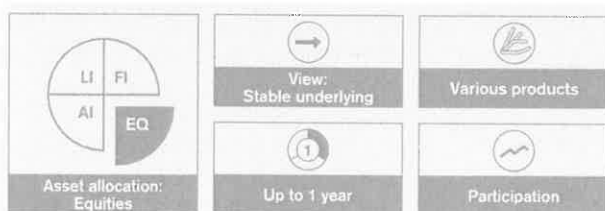
Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 88.50% of Initial Level
- Knock-out Level at 102.00% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	31 May 2016
Final Fixing Date	31 May 2017
Accumulation Start Date	1 June 2016
Maturity Date	2 June 2017 (subject to early termination)
Minimum Accrual End Date	30 June 2016
Reference Share	Nufarm Ltd
Forward Level	88.50% of the Initial Level of the Reference Share
Knock-out Level	102.00% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	1,400 if closing price is at or above Forward Level; 2,800 if closing price is below Forward Level
Maximum Number of Reference Shares	708,400
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 11.50% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 354,200 Reference Shares and a maximum of 708,400 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 1,400 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 354,200 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 1,400 Reference Shares on each business day where the Share closes at or above the Forward Level and 2,800 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 1,400 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 1,400 Reference Shares on each business day where the Share closes at or above the Forward Level and 2,800 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 2,800 Reference Shares on each business day and a total of 708,400 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
01 Jun 2016	30 Jun 2016	04 Jul 2016	21
01 Jul 2016	01 Aug 2016	03 Aug 2016	22
02 Aug 2016	31 Aug 2016	02 Sep 2016	22
01 Sep 2016	30 Sep 2016	05 Oct 2016	22
03 Oct 2016	31 Oct 2016	03 Nov 2016	21
01 Nov 2016	30 Nov 2016	02 Dec 2016	22
01 Dec 2016	03 Jan 2017	05 Jan 2017	21
04 Jan 2017	31 Jan 2017	02 Feb 2017	19
01 Feb 2017	28 Feb 2017	02 Mar 2017	20
01 Mar 2017	31 Mar 2017	04 Apr 2017	23
03 Apr 2017	01 May 2017	03 May 2017	18
02 May 2017	31 May 2017	02 Jun 2017	22

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	7.865	6.9605	8.0223

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

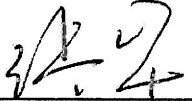
PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA

NOTIONAL / EXPOSURE: AUD 2,785,783 / AUD 4,930,818.20

DATE: _____

Annexure M2

This is Annexure M2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

CREDIT SUISSE AG
1 Raffles Link,
#05-02,
Singapore 039393

Phone: +65 6212 6000
Fax: +65 6212 6200
www.credit-suisse.com

02 June 2016

POWER GROWTH GLOBAL LIMITED
C-O GORDIAN CAPITAL SINGAPORE P L
UNIT 05-02, MYP PLAZA
135 CECIL STREET, SINGAPORE 069536
SG

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	31 May 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 2,785,783.00
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 6.9605
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	1,400
Minimum Accrual Date:	30 June 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

AUD 8.0223

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
01 June 2016	30 June 2016
01 July 2016	01 August 2016
02 August 2016	31 August 2016
01 September 2016	30 September 2016
03 October 2016	31 October 2016
01 November 2016	30 November 2016
01 December 2016	03 January 2017
04 January 2017	31 January 2017
01 February 2017	28 February 2017
01 March 2017	31 March 2017
03 April 2017	01 May 2017
02 May 2017	31 May 2017

Settlement Terms:

Physical Settlement: Applicable

Settlement Date: One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date.

For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.

Settlement: The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.

Settlement Currency: AUD

Calculation Agent: CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE

Dividends:

Dividend Payment Obligations: All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).

Local Jurisdiction: Not Applicable

Adjustments:

Method of Adjustment: Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

2. Extraordinary Event. For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):

- (a) any Potential Adjustment Event;
- (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
- (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "'Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

Yours sincerely,

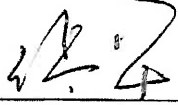
CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure N1

This is Annexure N1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here:



Print name:

Zhang Hua

Capacity:

Director

Date:

26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 88.40% of Initial Level
- Knock-out Level at 102.00% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	1 June 2016
Final Fixing Date	1 June 2017
Accumulation Start Date	2 June 2016
Maturity Date	5 June 2017 (subject to early termination)
Minimum Accrual End Date	1 July 2016
Reference Share	Nufarm Ltd
Forward Level	88.40% of the Initial Level of the Reference Share
Knock-out Level	102.00% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	1,400 if closing price is at or above Forward Level; 2,800 if closing price is below Forward Level
Maximum Number of Reference Shares	708,400
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 11.60% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 354,200 Reference Shares and a maximum of 708,400 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 1,400 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 354,200 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 1,400 Reference Shares on each business day where the Share closes at or above the Forward Level and 2,800 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 1,400 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 1,400 Reference Shares on each business day where the Share closes at or above the Forward Level and 2,800 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 2,800 Reference Shares on each business day and a total of 708,400 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
02 Jun 2016	01 Jul 2016	05 Jul 2016	21
04 Jul 2016	01 Aug 2016	03 Aug 2016	21
02 Aug 2016	01 Sep 2016	05 Sep 2016	23
02 Sep 2016	03 Oct 2016	05 Oct 2016	22
04 Oct 2016	01 Nov 2016	03 Nov 2016	21
02 Nov 2016	01 Dec 2016	05 Dec 2016	22
02 Dec 2016	03 Jan 2017	05 Jan 2017	20
04 Jan 2017	01 Feb 2017	03 Feb 2017	20
02 Feb 2017	01 Mar 2017	03 Mar 2017	20
02 Mar 2017	03 Apr 2017	05 Apr 2017	23
04 Apr 2017	01 May 2017	03 May 2017	17
02 May 2017	01 Jun 2017	05 Jun 2017	23

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

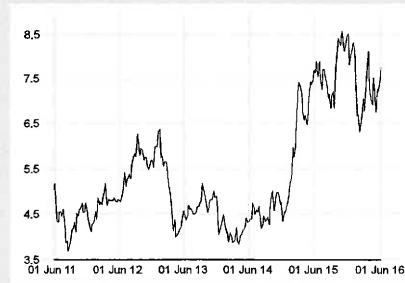
Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	7.82	6.9129	7.9764

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/20110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA

NOTIONAL / EXPOSURE: AUD 2,769,844 / AUD 4,897,098.36

DATE: _____

Annexure N2

This is Annexure N2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here:



Print name:

Zhang Hua

Capacity:

Director

Date:

26 / 08 / 2016

CREDIT SUISSE AG

1 Raffles Link,
#05-02,
Singapore 039393

Phone: +65 6212 6000
Fax: +65 6212 6200
www.credit-suisse.com

03 June 2016

POWER GROWTH GLOBAL LIMITED
C-O GORDIAN CAPITAL SINGAPORE P L
UNIT 05-02, MYP PLAZA
135 CECIL STREET, SINGAPORE 069536
SG

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	01 June 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 2,769,844.00
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 6.9129
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	1,400
Minimum Accrual Date:	01 July 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price: AUD 7.9764

Knock Out Date: The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods: Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
02 June 2016	01 July 2016
04 July 2016	01 August 2016
02 August 2016	01 September 2016
02 September 2016	03 October 2016
04 October 2016	01 November 2016
02 November 2016	01 December 2016
02 December 2016	03 January 2017
04 January 2017	01 February 2017
02 February 2017	01 March 2017
02 March 2017	03 April 2017
04 April 2017	01 May 2017
02 May 2017	01 June 2017

Settlement Terms:

Physical Settlement: Applicable

Settlement Date: One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date.

For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.

Settlement: The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.

Settlement Currency: AUD

Calculation Agent: CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE

Dividends:

Dividend Payment Obligations: All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).

Local Jurisdiction: Not Applicable

Adjustments:

Method of Adjustment: Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

2. Extraordinary Event. For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):

- (a) any Potential Adjustment Event;
- (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
- (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "'Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

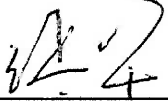
Yours sincerely,

CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure O1

This is Annexure O1 of 6 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here: 

Print name: Zhang Hua

Capacity: Director

Date: 26 / 08 / 2016

AUD Gear Down KODA OTC Forward

Nufarm Ltd

- Forward Level of 90.12% of Initial Level
- Knock-out Level at 103.00% of Initial Level
- Term of 253 business days
- Minimum Accrual feature



Key Fixed Terms

Forward Contract Reference Share Seller	Credit Suisse AG, Singapore Branch ("CS")
Forward Contract Reference Share Buyer	Client
Initial Fixing Date	5 July 2016
Final Fixing Date	5 July 2017
Accumulation Start Date	6 July 2016
Maturity Date	7 July 2017 (subject to early termination)
Minimum Accrual End Date	5 August 2016
Reference Share	Nufarm Ltd
Forward Level	90.12% of the Initial Level of the Reference Share
Knock-out Level	103.00% of the Initial Level of the Reference Share, daily close observation
Currency	AUD
Number of Reference Shares per Business Day	628 if closing price is at or above Forward Level; 1,256 if closing price is below Forward Level
Maximum Number of Reference Shares	317,768
Settlement Date	See Schedule (or in the event of Knock-out, 2 business days after Knock-out occurs)
Terms and Conditions for Financial Transactions (Including Derivatives)	Applicable
Security Number	TBA

¹ Delivery of shares may trigger fees.

You May Be Interested in This Product, If

- You expect a flat or slightly positive performance of the Nufarm Ltd price ("the Share").
- You do not expect the Reference Share to fall by 9.88% or more during the lifespan of the Forward Contract.
- You are interested in receiving the Reference Share at the Forward Level subject to no Knock-out occurring.
- You are comfortable with an investment that is linked to the Reference Share.
- You do not want to invest for more than the term of this transaction.

How It Works

With the Gear Down KODA OTC Forward, you accumulate the Reference Share¹ at the Forward Level on each business day during the term of the Forward Contract, or until the Share closes at or above the Knock-out Level ("Knock-out"). At maturity, if there is no early termination due to a Knock-out event, you will have purchased a minimum of 158,884 Reference Shares and a maximum of 317,768 Reference Shares.

Scenario Analysis

a) The Reference Share NEVER closes at or above its Knock-out Level and below its Forward Level (best case)

- You will purchase 628 Reference Shares per business day and pay for the accumulated Reference Shares for each respective period (see Schedule on page 2).
- At maturity, you will receive a total of 158,884 Reference Shares at the Forward Level.

b) The Reference Share closes at or above its Knock-out Level at or prior to the Minimum Accrual End Date

- You will purchase 628 Reference Shares on each business day where the Share closes at or above the Forward Level and 1,256 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level. Thereafter, you will purchase 628 Reference Shares on each business day up to the Minimum Accrual End Date.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

c) The Reference Share closes at or above its Knock-out Level after the Minimum Accrual End Date but before the end of the product's term

- You will purchase 628 Reference Shares on each business day where the Share closes at or above the Forward Level and 1,256 Reference Shares on each business day where the Share closes below the Forward Level, up to and excluding the day the Reference Share closes at or above the Knock-out Level.
- You will pay for the accumulated Reference Shares and the transaction will be terminated upon Knock-out.

d) The Reference Share closes at zero on all business days during its lifetime (worst case)

- You will purchase 1,256 Reference Shares on each business day and a total of 317,768 Reference Shares at the Forward Level.
- You will lose all of your invested capital on the Shares accumulated.

Schedule

Period Start (inclusive)	Period End (inclusive)	Expected Settlement	Business Days
06 Jul 2016	05 Aug 2016	09 Aug 2016	23
08 Aug 2016	05 Sep 2016	07 Sep 2016	21
06 Sep 2016	05 Oct 2016	07 Oct 2016	22
06 Oct 2016	07 Nov 2016	09 Nov 2016	23
08 Nov 2016	05 Dec 2016	07 Dec 2016	20
06 Dec 2016	05 Jan 2017	09 Jan 2017	20
06 Jan 2017	06 Feb 2017	08 Feb 2017	21
07 Feb 2017	06 Mar 2017	08 Mar 2017	20
07 Mar 2017	05 Apr 2017	07 Apr 2017	22
06 Apr 2017	05 May 2017	09 May 2017	19
08 May 2017	05 Jun 2017	07 Jun 2017	21
06 Jun 2017	05 Jul 2017	07 Jul 2017	21

Key Benefits

- Even if the Reference Share does not change in value, you can still realize a gain from accumulating the Reference Shares at a discount to the Initial Level.
- You will accumulate the Reference Shares for a minimum period up to the Minimum Accrual End Date, even if Knock-out occurs prior to this date.

Key Risks

- There is no minimum redemption with this investment. Depending on the performance of the Reference Share, you may lose all of the capital you have invested in purchasing the Reference Shares.
- If the closing price is at or above the Knock-out Level on any day before maturity, this transaction will terminate immediately and you will not be able to purchase the maximum number of the Reference Share at the Forward Level. Hence your potential gain is limited by the Knock-out Level.
- You are obliged to buy **twice** the amount of Reference Shares per business day if the Reference Share closes below the Forward Level. This could result in a substantial loss to you and consequently increase your credit exposure under your credit facility. Accordingly, should the margin requirements under your credit facility no longer be met, CS will issue a margin call. In the event that no cash or additional collateral in a form acceptable to CS is provided within the time frame stipulated, CS may in its sole discretion decide to close out the transaction at your cost and/or initiate any other steps as set out in the credit facility documentation, whereby all costs and expenses incurred by CS under or in connection with the closing out of the transaction shall be for your account.
- There is limited secondary market liquidity. You may not terminate the transaction before maturity without the consent of Credit Suisse AG and all the relevant costs will be for your account.
- This transaction is subject to certain corporate event risks, including but not limited to, in respect of share underlyers, adjustment events and price disruption events, and these may include, for example, market disruption, merger, tender offer, insolvency, de-listing, nationalization, settlement disruption, stock split, issue of bonus units, or any other relevant actions that may affect the Reference Share and, in respect of fund underlyers, disruption events, adjustment events and substitution events, and these may include, for example, insolvency, litigation, modification of investment objectives and strategy, breaches or termination of agreements or reporting obligations, change in law, material change in the aggregate net asset value of the Reference Fund or assets managed by the fund manager of the Reference Fund, or any other relevant actions that may affect the Reference Fund. If any such event occurs, Credit Suisse AG may terminate or adjust the terms of this transaction, including substituting the Reference Fund, as the case may be.
- This transaction is subject to the risks relating to the underlyers. Please refer to the product documentation in respect of the underlyers which contains further information and important disclosures and risk factors. The product documentation in respect of the underlyers can be obtained from your Relationship Manager.

See "Important Notices to Investors" for a more detailed description of the key risks and further risks.

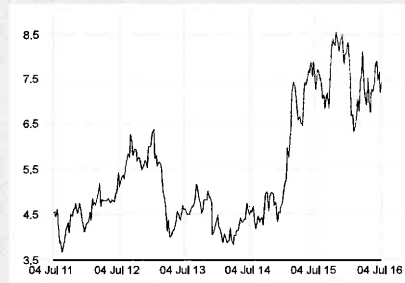
Reference Share and Details

Reference Share	Bloomberg	Initial Level	Forward Level	Knock-out Level
Nufarm Ltd	NUF AT	7.521	6.7779	7.7466

Source: Credit Suisse AG

Past Performance of Reference Share*

Nufarm Ltd



Source: Bloomberg

*Past performance is not indicative of any future performance.

The currency of the Reference Share may differ from the currency of your home state and therefore the relevant returns shown may increase or decrease as a result of exchange rate fluctuations.

Important Notices to Investors

Issuer Risk

This transaction is entered into between you and Credit Suisse AG (incorporated in Switzerland) acting as principal. You bear the risk that Credit Suisse AG, as your counterparty in this transaction, may become insolvent and may not be able to meet its obligations to you.

No Dividend Entitlement

In case this transaction is linked to the performance of specific shares, you are not entitled to any dividends as you are not a shareholder.

Purpose of this Document

This document outlines only certain key features of this transaction and is not exhaustive.

Credit Suisse AG will provide you with a trade confirmation setting forth the terms and conditions on which this transaction has been entered into. You may object to any term or condition set forth in the trade confirmation by giving notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation. If you have not objected within 14 days, you shall be deemed to have accepted as binding all the terms and conditions set out in the trade confirmation. If a retention of correspondence arrangement is in place, the risks inherent in this shall be borne by you.

Credit Suisse AG does not make any representation as to the accuracy or completeness of this document and assumes no liability for any direct or consequential losses, tax or other implications arising from the use of this document.

Past performance of any reference value(s) to which this transaction is linked (the "underlying") is not necessarily a guide to the future return of this transaction.

This document is for the recipient's own use and must not be reproduced or distributed to any other person, except for the purpose of obtaining independent professional advice.

Further Investment Considerations

Complex Product/Investor Responsibility

This transaction is a complex structured derivative transaction and involves a high degree of risk. You should independently assess the legal, regulatory, credit, tax and accounting consequences, and any foreign exchange restrictions or exchange control requirements, before making any investment decision. Investors must understand and be capable of assuming all risks involved.

Any information and explanation (written or oral) relating to this transaction provided by Credit Suisse AG should not be considered as investment, legal, accounting or tax advice or as a recommendation to enter into this transaction. Credit Suisse AG makes no representation as to the suitability of this transaction for any particular investor nor as to the future performance of this transaction. No communication (written or oral) received from Credit Suisse AG shall be deemed to be an assurance or guarantee as to the expected results of this transaction.

Potential Conflicts/Compensation

In connection with this transaction, Credit Suisse AG may pay to third parties, or receive from third parties, as part of its compensation, one-time or recurring remunerations which are not quantifiable at the time of the transaction. Credit Suisse AG and/or its affiliates, and/or their directors, officers and/or employees, may be involved in other transactions, which are not disclosed in this document, relating to the underlying. Credit Suisse AG may also receive non-monetary benefits from issuers of the underlying, including but not limited to access to research materials, free security price quotations, and invitations to seminars.

Calculation Agent

Credit Suisse AG shall be responsible for performing the determinations and calculations in relation to this transaction and, in particular, for making any adjustments in accordance with its terms and conditions. Any determination to be made by Credit Suisse AG as calculation agent under this transaction shall be made in its sole and absolute discretion in accordance with prevailing market practices and/or conventions.

Jurisdiction Specific Notices

United States of America ("U.S.")

Neither this document nor any copy may be sent, taken into or distributed in the U.S. or to any U.S. person.

Hong Kong

This transaction may only be offered to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. If you are in any doubt about the risks involved in the product, you may clarify with Credit Suisse AG or seek independent professional advice.

Please refer to the "Important notice on sales disclosures to investors", produced by Credit Suisse AG, for further details on sales disclosures.

You are encouraged to refer to the following web page for additional information in relation to the features and risks associated with this product: <http://www.hkma.gov.hk/eng/key-information/insight/201110928.shtml>

Singapore

This document has not been and will not be registered as a prospectus with the Monetary Authority of Singapore.

General

Neither this document nor any copy may be sent, taken into or distributed in any jurisdiction except in compliance with the applicable laws.

Copyright © 2016 Credit Suisse AG and/or its affiliates. All rights reserved. This document is confidential and may not be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, either in whole or in part, without the prior written permission of Credit Suisse AG.

I/We confirm as follows:

(a) I/We have carefully read and fully understood (i) the description of this transaction, which includes its features and associated risks, and, in particular, the sections titled "Important Notices to Investors", "Further Investment Considerations" and "Jurisdiction Specific Notices", in this document, (ii) the Risk Disclosure Statements, and the Terms and Conditions for Financial Transactions (Including Derivatives), in the Account Opening Terms and Conditions governing my/our account with Credit Suisse AG, and (iii) the related credit facilities documentation and, in particular, any collateral requirement under those credit facilities;

(b) I am/We are capable of assuming and do accept all risks associated with this transaction; and

(c) I/We further agree and accept that this transaction relies on the terms and conditions to be set forth in a trade confirmation prepared by Credit Suisse AG and that unless I/we object by notice in writing to Credit Suisse AG within 14 days (or such other period specified by Credit Suisse AG) from the date of the trade confirmation, I/we shall be deemed to have accepted as binding all the terms and conditions in the trade confirmation.

Agreed and confirmed by: _____

CLIENT NAME: _____

CIF: _____

PRODUCT / SWISS SECURITY NO.: Gear Down KODA OTC Forward / TBA

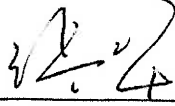
NOTIONAL / EXPOSURE: AUD 1,194,966.56 / AUD 2,153,799.73

DATE: _____

Annexure O2

This is Annexure O2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here:



Print name:

Zhang Hua

Capacity:

Director

Date:

26 / 08 / 2016

CREDIT SUISSE AG

1 Raffles Link,
#05-02,
Singapore 039393

Phone: +65 6212 6000
Fax: +65 6212 6200
www.credit-suisse.com

07 July 2016

POWER GROWTH GLOBAL LIMITED
C-O GORDIAN CAPITAL SINGAPORE P L
UNIT 05-02, MYP PLAZA
135 CECIL STREET, SINGAPORE 069536
SG

Dear Sir/Madam:

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between

CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE ("CS")

and

POWER GROWTH GLOBAL LIMITED ("Client")

on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Terms and Conditions for Financial Transactions ("Agreement") of CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE and supplements, forms a part of, and is subject to such Agreement.

In the event of any inconsistency between the definitions in the Agreement and this Confirmation, this Confirmation will govern. Terms that are used herein but not defined in the Agreement nor in this Confirmation, for the purpose of this Confirmation, shall bear the meanings set out in the 2006 ISDA Definitions (the "2006 Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "2002 Definitions") (each as published by the International Swaps and Derivatives Association, Inc., together the "**Definitions**"), which are incorporated into this Confirmation. In the event of any inconsistency between the 2002 Definitions and the 2006 Definitions, the 2002 Definitions will govern. In the event of any inconsistency between the Agreement or this Confirmation and the Definitions, the Agreement or this Confirmation (as the case may be) will govern.

1. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	05 July 2016
Seller:	CS
Buyer:	Client
Shares:	NUFARM LIMITED (the "Issuer"), ISIN: AU000000NUF3

Notional Amount:	AUD 1,194,966.56
Maximum Number of Scheduled Trading Days:	253
Forward Price:	AUD 6.7779
Stock Exchange of Reference:	Australian Securities Exchange
Related Exchange:	All Exchanges
Scheduled Trading Day:	Any day on which the Stock Exchange of Reference and any Related Exchange are scheduled to be open for their respective regular trading sessions.
Daily Number of Shares:	628
Minimum Accrual Date:	05 August 2016
Relevant Price:	In respect of a Scheduled Trading Day the price per Share at the Scheduled Closing Time.

For the purpose of determining the Relevant Price per Share for a Scheduled Trading Day, if that Scheduled Trading Day is a Disrupted Day, the determination shall be postponed to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date), unless each of the eight consecutive Scheduled Trading Days immediately following the original Scheduled Trading Day are also Disrupted Days, in such case, CS will determine in its discretion either:

- (a) that the eighth Scheduled Trading Day shall be deemed to be a Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares for that eighth Scheduled Trading Day shall be determined by CS as its good faith estimate of the value for the Share as of the Scheduled Closing Time on that eighth Scheduled Trading Day; or
- (b) continue to postpone the determination to the first succeeding Scheduled Trading Day that is not a Disrupted Day, and the price of the Shares so

determined shall apply retroactively to each of the preceding Scheduled Trading Days which is a Disrupted Day for the purpose of determining the Number of Shares to be Delivered (subject as provided in the definition of Knock Out Date),

Number of Shares to be Delivered:

Notwithstanding Section 9.5 of the 2002 Definitions, the Number of Shares to be Delivered in respect of an Observation Period shall be:

If a Knock Out Event has not occurred, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Observation Period on which the Relevant Price is less than the Forward Price, as determined by CS.

If a Knock Out Event has occurred and the Knock Out Date occurs on or before the Period End Date of the Guaranteed Period, the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and including the Period End Date of such Guaranteed Period, and (2) the Daily Number of Shares in respect of every Scheduled Trading Day from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is less than the Forward Price, as determined by the Calculation Agent. If the Knock Out Date occurs after the Period End Date of the Guaranteed Period, the Number of Shares to be Delivered shall be the sum of (1) all the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date where the Relevant Price is equal to or greater than the Forward Price, and (2) twice the Daily Number of Shares in respect of all the Scheduled Trading Days from and including the Period Start Date to and excluding the Knock Out Date on which the Relevant Price is less than the Forward Price, as determined by CS.

Knock Out Event:

A Knock Out Event shall occur if the Relevant Price of the Shares as determined by the Calculation Agent on any Scheduled Trading Day from and including the Trade Date

to and including the Period End Date of the last Observation Period is equal to or greater than the Knock Out Price.

On the relevant Settlement Date following the Knock Out Date, Seller shall deliver to Buyer the Number of Shares to be Delivered with respect to such Observation Period and Buyer shall pay to Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to such Observation Period.

Thereafter, the Transaction will terminate and no further payments or deliveries will be due except any unpaid amounts and delivery obligations which became due for settlement on or prior to the Knock Out Date.

Knock Out Price:

AUD 7.7466

Knock Out Date:

The day on which the Knock Out Event occurs, provided that if the Knock Out Event occurs on any Scheduled Trading Day which has been deferred on which the Relevant Price related thereto is determined due to postponement of such determination due to the occurrence of a Disrupted Day, the Knock Out Date shall be deemed to have occurred on the original date that, but for the occurrence of a Disrupted Day, would have been the Knock Out Date (notwithstanding that such date is a Disrupted Day) for the purpose of determining the Number of Shares to be Delivered.

Observation Periods:

Each period from and including the Period Start Date to and including the Period End Date, or if such day is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Period Start Date	Period End Date
06 July 2016	05 August 2016
08 August 2016	05 September 2016
06 September 2016	05 October 2016
06 October 2016	07 November 2016
08 November 2016	05 December 2016
06 December 2016	05 January 2017
06 January 2017	06 February 2017
07 February 2017	06 March 2017
07 March 2017	05 April 2017
06 April 2017	05 May 2017
08 May 2017	05 June 2017
06 June 2017	05 July 2017

Settlement Terms:

Physical Settlement:	Applicable
Settlement Date:	One Settlement Cycle following the relevant Period End Date (subject to Disrupted Days as set out below), provided, however, on the occurrence of a Knock Out Event, one Settlement Cycle following the Knock Out Date. For the avoidance of doubt, if the relevant Period End Date or Knock Out Date is a Disrupted Day, the Settlement Date shall be postponed to such date being One Settlement Cycle following the day on which the Relevant Price related thereto is determined.
Settlement:	The Buyer shall pay the Seller an amount equal to the Forward Price multiplied by the Number of Shares to be Delivered with respect to the relevant Observation Period and the Seller shall deliver to the Buyer the Number of Shares to be Delivered with respect to the relevant Observation Period.
Settlement Currency:	AUD
Calculation Agent:	CREDIT SUISSE AG SINGAPORE BRANCH AC CS SINGAPORE
Dividends:	
Dividend Payment Obligations:	All dividends on Shares to be delivered with respect to an Observation Period will be payable to the party that would receive such dividends according to market practice for a sale of such Shares to be settled through the Clearance System on either (i) the Period End Date of that Observation Period (if no Knock Out Event has occurred) or (ii) the Knock Out Date (if a Knock Out Event occurred).
Local Jurisdiction:	Not Applicable
Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms

of the this transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

- 2. Extraordinary Event.** For the purposes of this Transaction, in addition to the rights of CS as provided for in the Agreement, CS may terminate this Transaction upon the occurrence of an Extraordinary Event as defined in the Agreement and an Extraordinary Event includes (without prejudice to the definition set out in the Agreement) the following (as respectively defined in the Definitions or in this Confirmation):
- (a) any Potential Adjustment Event;
 - (b) any Merger Event, Tender Offer, Nationalization, Insolvency or Delisting; and
 - (c) any Change in Law (provided that for this purpose, Section 12.9(a)(ii) of the 2002 Definitions is replaced in its entirety as follows: "'Change in law' means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."), Failure to Deliver, Increased Cost of Hedging or Hedging Disruption.

As used herein:

"Local Taxes" shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

"Offshore Investor" shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction (as specified in the Transaction Supplement) for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Covered Transaction.

For the purposes of the foregoing, any reference to the "Exchange" shall be construed as a reference to the Stock Exchange of Reference.

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

and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from CS shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

- 4. Assessment and Understanding.** The Client is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- 5. Termination.** The Client understands that this Transaction cannot be terminated or transferred without the prior written consent of CS. If CS agrees to terminate this Transaction at the Client's request, CS will suffer break costs (as determined by CS) and the Client must pay those break costs to CS. These break costs may be significant.

You have agreed in the Account Opening Terms and Conditions to examine this Confirmation. Unless you object in writing within 14 days of the date of this Confirmation you shall be deemed to have accepted this Confirmation as valid, binding and conclusive evidence of this Transaction. The Bank may at any time rectify any error in this Confirmation, at its sole discretion. The risks inherent in a retention of correspondence arrangement (if any) shall be borne by you. This is an electronically generated letter and does not require a signature.

It has been a pleasure to work with you on this transaction and we look forward to working with you in the future.

Yours sincerely,


CREDIT SUISSE AG SINGAPORE BRANCH AC CS
SINGAPORE

Advisor:	Suzhen Ilianah Xu
Direct No.:	+65 6212 6485
Fax No.:	+65 6303 1736

Annexure P1

This is Annexure P1 of 23 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here:



Print name:

Zhang Hua

Capacity:

Director

Date:

26 / 08 / 2016



UBS AG, London Branch
100 Liverpool Street
London EC2M 2RH
Fax +44-207-568 9895/6

Warning: This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. Please carefully review this document (including the representations and warranties herein) and confirm you understand and agree to the terms and provisions set out herein prior to entering into this Confirmation. If in doubt, please obtain legal and other professional advice.

Date: 14 June 2016

To: Power Growth Global Limited, a company incorporated in the British Virgin Islands (“Counterparty” or “Party B”)
E-mail: zh@fuhuagroup.com, liling@gordian-capital.com
Attention: Zhang Hua, Li Ling Phua
Tel: +86 138 8135 5555, +65 9048 3382

From: UBS AG, London Branch (“UBS” or “Party A”)
Address: 1 Finsbury Avenue, London, EC2M 2PP, United Kingdom
E-mail: OL-SESG-ASIA@ubs.com
Attention: Saad Slaoui, Nicolo Magni, Carlo Agostinelli, Fangyu Wu, Tom Herbert, Su-Li Chan

Subject: Project Nectarine 2

Dear Sirs/Madams,

The purpose of this letter agreement (this “**Confirmation**”) is to confirm the terms and conditions of the above referenced transaction entered into between Counterparty and UBS on the Trade Date specified below (the “**Transaction**”). This confirmation constitutes a “Confirmation” as referred to in the Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the “**Swap Definitions**”) and in the 2002 ISDA Equity Derivatives Definitions (the “**Equity Definitions**”, and together with the Swap Definitions, the “**Definitions**”), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern. References herein to a “Transaction” shall be deemed references to a “Share Swap Transaction” for the purposes of the Equity Definitions and a “Swap Transaction” for the purposes of the Swap Definitions.

This Confirmation evidences a complete binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. This Confirmation constitutes a “Confirmation” as referred to in, and supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 29 June 2015, as amended and supplemented from time to time (the “**Agreement**”), between Party A and Party B. All provisions contained in the Agreement govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction.

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

GENERAL TERMS

Trade Date:	<u>14 June</u> 2016
Effective Date:	Acquisition Period End Date
Scheduled Termination Date:	<u>14 June</u> 2018
Termination Date:	The Settlement Date or the Mandatory Termination Date, as applicable.
Shares:	Ordinary shares of the Issuer, as listed on the Exchange (Bloomberg: NUF AU Equity).
Issuer:	Nufarm Limited
Business Days:	A day, other than a Saturday or Sunday, on which commercial banks are open for ordinary banking business in Sydney and Hong Kong.
Scheduled Trading Day:	Any day on which the Exchange is scheduled to be open for trading for its regular trading sessions.
Exchange:	Australian Stock Exchange (ASX).
Related Exchange:	None.

INITIAL EXCHANGE

Initial Exchange Date:	In respect of: <ul style="list-style-type: none">(i) the Party B Initial Exchange Amount, the Trade Date; and(ii) the Party A Initial Exchange Amount, the Effective Date.
Party B Initial Exchange Amount:	An amount in AUD equal to the Maximum Financing Amount.
Party A Initial Exchange Amount:	An amount in AUD equal to: <ul style="list-style-type: none">(i) the Party B Initial Exchange Amount; minus <ul style="list-style-type: none">(ii) the product of:<ul style="list-style-type: none">(x) the Number of Shares on the Effective Date;(y) the Initial Price on the Effective Date; and(z) the Initial LTV,

provided that the Party A Initial Exchange Amount shall be subject to a minimum of zero and a maximum of the

Maximum Financing Amount.

For the avoidance of doubt, if the Effective Date falls on the Trade Date, the payment obligations of Party B and Party A pursuant to the provisions “Party B Initial Exchange Amount” and “Party A Initial Exchange Amount” above shall be subject to payment netting in accordance with Section 2(c) of the Agreement.

Initial LTV: ~~88%~~
Maximum Financing Amount: ~~€600,000,000~~

FIXED AMOUNT

Fixed Rate Payer: Party B.
Fixed Rate Payer Payment Date: Trade Date.
Fixed Amount: As agreed between Party A and Party B.

EQUITY AMOUNTS

Equity Amount Payer: Party A
Equity Amount Receiver: Party B
Equity Notional Amount: On any day, an amount in AUD determined by the Calculation Agent equal to the product of:

- (i) the Initial Price on such day; and
- (ii) the Number of Shares on such day.

Number of Shares: The lower of:

- (i) 6,000,000 (the “**Maximum Number of Shares**”); and
- (ii)
 - (a) on any day during the Acquisition Period, the number of Shares in respect of which the Hypothetical Broker Dealer would have established initial Applicable Hedge Positions for this Transaction as at such day; and
 - (b) on or after the Effective Date, the number of Shares in respect of which the Hypothetical Broker Dealer would have established initial Applicable Hedge Positions for this Transaction as at the Effective Date.

Initial Price:

- (i) On any day during the Acquisition Period, an amount per Share in AUD determined by the Calculation Agent in its sole and absolute discretion equal to the volume weighted average price per Share (“**VWAP**”) at which a Hypothetical Broker Dealer, acting in a

commercially reasonable manner, would have established initial Applicable Hedge Positions for this Transaction as at such day; and

- (ii) on or after the Effective Date, an amount per Share in AUD determined by the Calculation Agent in its sole and absolute discretion equal to the VWAP at which a Hypothetical Broker Dealer, acting in a commercially reasonable manner, would have established initial Applicable Hedge Positions for this Transaction in respect of a number of Shares equal to the Number of Shares on the Effective Date,

in each case, taking into account any and all expenses, fees, exchange fees, costs, taxes, Stamp Taxes, levies, charges, commissions and trading fees.

Hypothetical Broker Dealer: A hypothetical broker dealer subject to the same securities laws and rules and regulations of any securities regulators, exchanges and self-regulating organisations as apply to the Hedging Party or any Affiliate(s) designated by it.

Applicable Hedge Positions: At any time, Hedge Positions that the Hedging Party determines that a Hypothetical Broker Dealer, acting in a commercially reasonable manner, would consider necessary to hedge through Hedge Positions above, 100 per cent. of the equity price risk and dividend risk of entering into and performing its obligations with respect to the relevant Transaction at that time.

Acquisition Period: The period commencing on, and including, the Scheduled Trading Day immediately following the Trade Date and ending on, and including, the date (the “**Acquisition Period End Date**”) which is the earliest of:

- (i) the 90th calendar day following the Trade Date;
- (ii) the date as at which the Number of Shares is equal to the Maximum Number of Shares; and
- (iii) the date as at which the Financing Amount is equal to the Maximum Financing Amount.

FLOATING AMOUNTS

Floating Rate Payer: Party B

Daily Notional Amount: An amount in AUD equal to, in respect of each day:

- (i) during the Acquisition Period, the Maximum Financing Amount; and
- (ii) thereafter, the Financing Amount on such day.

Notional Amount: In respect of a Calculation Period, an amount in AUD equal to:

- (i) the sum of the Daily Notional Amounts in respect of each day in such Calculation Period,

divided by,

(ii) the number of days in such Calculation Period.

Financing Amount: On any day, an amount in AUD equal to the lower of:

(i) the Maximum Financing Amount; and

(ii) the product of:

(x) the Equity Notional Amount on such day; and

(y) the Initial LTV.

Floating Rate Payer Payment Dates: 14 June and 14 December in each year, commencing on 14 December 2016 and ending on, but excluding, the Termination Date, and the Termination Date, provided that, in each case, if it is not a Currency Business Day, the next following Currency Business Day.

Calculation Period: Notwithstanding Section 4.13 of the Swap Definitions, the initial Calculation Period will commence on, and include, the Trade Date.

Floating Rate Option: The rate for a Reset Date will be the rate for deposits in Australian Dollars for a period of the Designated Maturity which appears on Bloomberg Screen BBSW6M Index HP Page at approximately 10:00 a.m. Sydney time on the second Business Day preceding that Reset Date. If such rate does not appear on such Bloomberg Screen on such Reset Date, the Calculation Agent will determine the applicable Floating Rate in good faith and in a commercially reasonable manner. As soon as reasonably practicable following the determination of the Floating Rate Option for a Reset Date, the Calculation Agent shall notify Party B of such determination.

Spread: As agreed between Party A and Party B.

Designated Maturity: 6 months

Floating Rate Day Count Fraction: Actual/365 (Fixed)

Reset Dates: The first day of each Calculation Period

Negative Interest Rate Method: Inapplicable and, if the Floating Rate for any Calculation Period is negative, it shall be deemed to be zero.

SETTLEMENT TERMS

Physical Settlement: Applicable, provided that Section 9.3 of the Equity Definitions shall be amended by deleting it in its entirety and replacing it with the following:

“On the Settlement Date:

(i) the Equity Amount Payer will deliver to the Equity Amount Receiver the Number of Shares to be Delivered and will pay to the Equity Amount Receiver an amount in AUD equal to the sum of (x) the Margin Balance, (y) the aggregate of any and all Dividend Amounts and (z) the Final Exchange Amount, if such amount is positive; and

(ii) the Equity Amount Receiver will pay to the Equity Amount Payer an amount equal to the sum of (x) the Final Delivery Amount, (y) the absolute value of the Final Exchange Amount, if such amount is negative and, without duplication, (z) all other amounts outstanding or that will accrue due from Party B to Party A as at the Valuation Date under the Transaction, including any other amounts as agreed between Party A and Party B,

where:

“**Aggregate Termination Amount**” means an amount in AUD equal to (a) the sum calculated in accordance with paragraph (ii) above, less (b) the Final Exchange Amount due from the Equity Amount Payer to the Equity Amount Receiver, if any.

“**Final Delivery Amount**” means an amount in AUD equal to the product of (a) the Number of Shares on the Valuation Date and (b) the Closing Price on the Valuation Date, plus any and all expenses, fees, exchange fees, costs, taxes, Stamp Taxes, levies, charges, commissions and trading fees.

“**Final Exchange Amount**” means an amount in AUD equal to (a) the Final Delivery Amount minus (b) the Financing Amount on the Valuation Date.

provided that, if the Transaction is terminated as a result of a Mandatory Termination Event, the following shall apply instead:

(A) if the related Mandatory Termination Notice Date falls before the Acquisition Period End Date:

(1) if the Equity Notional Amount as at the Mandatory Termination Notice Date (the “**Early Equity Notional Amount**”) is less than or equal to the Party B Initial Exchange Amount, the Equity Amount Payer will deliver to the Equity Amount Receiver the Number of Shares as at the Mandatory Termination Notice Date (the “**Relevant Number of Shares**”) and will pay to the Equity Amount Receiver an amount in AUD equal to the sum of (x) (1) the Party B Initial Exchange Amount minus (2) the Early Equity Notional Amount and (y) the aggregate of any and all Dividend Amounts; or

(2) if the Early Equity Notional Amount is greater than the Party B Initial Exchange Amount:

(I) on the second Currency Business Day following the Mandatory Termination Notice Date, the Equity

Amount Receiver will pay to the Equity Amount Payer an amount in AUD equal to 50% of the sum (such sum, the “**Early Aggregate Termination Amount**”) of (x) (1) the Early Equity Notional Amount minus (2) the Party B Initial Exchange Amount and, without duplication, (y) all other amounts outstanding or that will accrue due from Party B to Party A as at the Mandatory Termination Date under the Transaction, including any other amounts as agreed between Party A and Party B; and

(II) on the third Currency Business Day following the Mandatory Termination Notice Date, the Equity Amount Receiver will pay to the Equity Amount Payer an amount in AUD equal to 50% of the Early Aggregate Termination Amount, and, on the first day following receipt of such amount that is both a Clearance System Business Day and a Currency Business Day (the “**Mandatory Termination Date**”), the Equity Amount Payer will deliver to the Equity Amount Receiver the Relevant Number of Shares and will pay to the Equity Amount Receiver an amount in AUD equal to the aggregate of any and all Dividend Amounts; or

(B) if the related Mandatory Termination Notice Date falls on or after the Acquisition Period End Date:

(I) on the second Currency Business Day following the Mandatory Termination Notice Date, the Equity Amount Receiver will pay to the Equity Amount Payer an amount in AUD equal to 50% of the Aggregate Termination Amount; and

(II) on the third Currency Business Day following the Mandatory Termination Notice Date, the Equity Amount Receiver will pay to the Equity Amount Payer an amount in AUD equal to 50% of the Aggregate Termination Amount, and, on the first day following receipt of such amount that is both a Clearance System Business Day and a Currency Business Day (the “**Mandatory Termination Date**”), the Equity Amount Payer will deliver to the Equity Amount Receiver the Number of Shares to be Delivered and will pay to the Equity Amount Receiver an amount in AUD equal to the sum of (x) the Margin Balance and (y) the aggregate of any and all Dividend Amounts.

For the avoidance of doubt, the payment obligations of the Equity Amount Payer and the Equity Amount Receiver pursuant to paragraphs (i) and (ii) above shall be subject to payment netting in accordance with Section 2(c) of the Agreement.”.

Valuation Date:

The earlier of:

- (i) the Scheduled Termination Date; and
- (ii) the Voluntary Termination Date.

Settlement Date:

The fifth Currency Business Day following the Valuation

Date, provided that, if such day is not a Clearance System Business Day, the first following day that is both a Clearance System Business Day and a Currency Business Day.

Settlement Currency: AUD

VOLUNTARY AND MANDATORY TERMINATION

Voluntary Termination: Party B may, by notice in writing (such notice, the “**Voluntary Termination Notice**”) to Party A, terminate this Transaction in whole but not in part by designating any Business Day to be the “**Voluntary Termination Date**”, provided that such Business Day falls:

- (i) before the Scheduled Termination Date; and
- (ii) on or after the 10th Business Day after the day on which the Voluntary Termination Notice becomes effective in accordance with Section 12 of the Agreement.

Mandatory Termination: If a Mandatory Termination Event occurs, then Party A may, by notice in writing (such notice, the “**Mandatory Termination Notice**”) to Party B, terminate this Transaction in whole but not in part (the date on which such notice becomes effective in accordance with Section 12 of the Agreement being the “**Mandatory Termination Notice Date**”).

Mandatory Termination Events: The existence or occurrence of any of the following, as determined by the Calculation Agent:

- (i) **Hard Trigger Event:** the Closing Price of the Shares in respect of any Scheduled Trading Day is lower than an amount equal to 60% of the Initial Price on the Effective Date;
- (ii) **Gap Acceleration Event:** the Closing Price of the Shares in respect of any Scheduled Trading Day is lower than an amount equal to:
 - (a) 90% of the Closing Price in respect of the immediately preceding Scheduled Trading Day; or
 - (b) 75% of the Closing Price in respect of any of the five immediately preceding Scheduled Trading Days;
- (iii) **ADTV Event:** at any time, the 30-day average daily trading volume for the Shares is less than AUD 5,000,000 (as determined by the Calculation Agent);
- (iv) **Equity Market Disruption Event:** in relation to the Shares, an Exchange Disruption or a Trading Disruption occurs for a period of three or more consecutive Scheduled Trading Days;

- (v) **Free Float Event:** at any time on any day, the Shares held in Free Float constitute less than 40% of the aggregate number of issued Shares at that time (as determined by the Calculation Agent having regard to standard market information);

A Share is in “**Free Float**” when it is held by a public shareholder that:

- (a) is not a governmental agency, authority, entity or instrumentality;
 - (b) does not have a relevant interest (as defined in the Corporations Act 2001 (Cth)) in 5% or more of the Shares; and
 - (c) is not a person who has a controlling or strategic shareholding in the Issuer;
- (vi) **Change of Control of Counterparty:** if Zhang Hua ceases to, directly or indirectly:
 - (a) own 100% of the issued share capital of the Counterparty;
 - (b) control 100% of the voting power of the Counterparty; or
 - (c) be entitled to give instructions to or exercise ultimate effective control over the Counterparty; or
 - (vii) **Change of Control of Issuer:** if any person acquires voting power (as defined in section 610 of the Corporations Act 2001 (Cth)) of 30% or more in the Issuer.

Closing Price:

In respect of any Scheduled Trading Day, the official closing price per Share published by the Exchange for such Scheduled Trading Day, provided that, if, on any Scheduled Trading Day, a Trading Disruption or an Exchange Disruption occurs or it is otherwise impossible to obtain a current price for the Shares from the Exchange (each a “**Disrupted Day**”), the Closing Price in respect of such Disrupted Day shall be subject to a 10% haircut on the Closing Price in respect of the immediately preceding Scheduled Trading Day. The haircut shall be reapplied on a compounding basis for each subsequent Scheduled Trading Day which is a Disrupted Day.

ADJUSTMENTS

Method of Adjustment:

Calculation Agent Adjustment, provided that a Potential Adjustment Event will be deemed to have occurred on the earlier of:

- (i) the date of the first public announcement by the Issuer of such Potential Adjustment Event; and

- (ii) the ex-date in respect of such Potential Adjustment Event or,

on such other date as the Calculation Agent determines is commercially reasonable in the circumstances.

Section 11.2(c) of the Equity Definitions shall be amended by the deletion of the following: “(provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share)”. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms of the Transaction, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event.

Where,

“**Local Taxes**” shall mean taxes, duties, and similar charges imposed by the taxing authority of the Local Jurisdiction.

“**Offshore Investor**” shall mean a holder of Shares who is an institutional investor not resident in the Local Jurisdiction for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (i) shall be determined by the Calculation Agent and (ii) may be the jurisdiction of the other party to the Transaction.

“**Local Jurisdiction**” shall mean Australia.

DIVIDENDS

Dividend Payments:

Notwithstanding anything to the contrary, Dividend Amounts shall only be payable in accordance with the Settlement Terms above.

Dividend Amount:

In respect of an Ordinary Cash Dividend, an amount in the currency in which such Ordinary Cash Dividend was paid equal to the product of:

- (i) 100 per cent. of the Net Cash Dividend per Share paid by the Issuer to holders of record of a Share; and
- (ii) the Number of Shares as at the relevant record date relating to such Ordinary Cash Dividend.

“**Net Cash Dividend**” means, in respect of an Ordinary Cash Dividend, an amount equal to the sum after any and all withholding or deduction for or on account of any taxes at source by or on behalf of any applicable authority having power to tax in respect of such Ordinary Cash

Dividend, and excluding any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such Ordinary Cash Dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon, which would be paid by the Issuer to a holder of the Shares that is resident in the same jurisdiction, and having the same status and characteristics, as Party A or Party B for the purposes of the tax laws and regulations of the Local Jurisdiction, whichever is lower.

Ordinary Cash Dividend: A cash dividend (other than any Extraordinary Dividend) declared by the Issuer to holders of record of a Share in respect of which the relevant record date falls during the Dividend Period, expressed on a per Share basis.

Dividend Period: The period from, and including, the Trade Date to, and including, the Scheduled Termination Date.

Reinvestment of Dividends: Not Applicable

EXTRAORDINARY EVENTS

Consequences of Merger Events: Section 12.1(b) of the Equity Definitions shall be amended by replacing the words “Merger Date” in the fourth last line thereof with the words “Merger Event Date”.

Sections 12.2(b) and 12.2(e) of the Equity Definitions shall be amended by replacing the words “Merger Date” each time they appear with the words “Merger Event Date”.

“**Merger Event Date**” means, in respect of a Merger Event, the Announcement Date or such other date as the Calculation Agent determines is commercially reasonable in the circumstances.

(a) Share-for-Share : Modified Calculation Agent Adjustment

(b) Share-for-Other : Modified Calculation Agent Adjustment

(c) Share-for-Combined : Modified Calculation Agent Adjustment

Determining Party: Party A

Tender Offer: Applicable, provided that a Tender Offer will be deemed to have occurred on the Tender Offer Event Date.

“**Tender Offer Event Date**” means, in respect of a Tender Offer, the Announcement Date or such other date as the Calculation Agent determines is commercially reasonable in the circumstances.

Consequences of Tender Offers: Sections 12.3(a) and 12.3(d) of the Equity Definitions shall be amended by replacing the words “Tender Offer Date” each time they appear with the words “Tender Offer Event Date”.

(a) Share-for-Share : Modified Calculation Agent Adjustment

(b) Share-for-Other :	Modified Calculation Agent Adjustment
(c) Share-for-Combined :	Modified Calculation Agent Adjustment
Determining Party:	Party A
Composition of Combined Consideration:	Not Applicable
Nationalization, Insolvency or Delisting:	<p>Cancellation and Payment, provided that any Nationalization or Insolvency will be deemed to have occurred on the applicable Announcement Date.</p> <p>Section 12.6(a)(iii) of the Equity Definitions shall be replaced in its entirety with the following:</p> <p>“Delisting” means that:</p> <p>(x) the Exchange announces that pursuant to the rules of the Exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange; or</p> <p>(y) the Shares cease to be listed, traded or publicly quoted on the Exchange,</p> <p>in either case, for any reason (other than as a result of a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union).”.</p> <p>Section 12.1(l)(vi) of the Equity Definitions shall be replaced in its entirety with the following:</p> <p>“(vi) in the case of Delisting, the earlier of (x) the date of the first public announcement by the Exchange, if any, that the Shares will cease to be listed, traded or publicly quoted and (y) the date on which the Shares cease to be listed, traded or publicly quoted, in either case, in the manner described in Section 12.6(a)(iii)”.</p>
Determining Party:	Party A
Additional Disruption Events	
Change in Law:	<p>Applicable; provided that Section 12.9(a)(ii)(B) of the Equity Definitions is replaced in its entirety as follows: “(B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it will, or there is a substantial likelihood that it will, within the next 30 calendar days, but before the Scheduled Termination Date, become, or it has become, illegal for any entity to hold, acquire or dispose of any Share or any Hedge Position (including a securities, futures, or derivatives transaction (a “Hedge</p>

Transaction”)) relating to this Transaction.”.

Failure to Deliver:	Not Applicable
Insolvency Filing:	Applicable
Hedging Disruption:	Applicable. Section 12.9(a)(v) of the Equity Definitions is replaced in its entirety as follows: “(v) “Hedging Disruption” means that the Hedging Party is unable, after using commercially reasonable efforts, to either (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to this Transaction (any such transaction(s) or asset(s), a “ Hedging Party Hedge ”), or (ii) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions (including a Hedge Transaction) or this Transaction between accounts within the jurisdiction of the Hedge Positions (the “ Affected Jurisdiction ”) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.”.
Increased Cost of Hedging:	Applicable. Section 12.9(a)(vi) of the Equity Definitions is replaced in its entirety as follows: “(vi) “Increased Cost of Hedging” means that the Hedging Party would incur a materially increased (as compared with the circumstances that existed on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to this Transaction or (B) freely realise, recover or remit the proceeds of the Hedge Positions (including a Hedge Transaction) or this Transaction between accounts within the Affected Jurisdiction or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.”.
Loss of Stock Borrow:	Not Applicable
Increased Cost of Stock Borrow:	Not Applicable
Hedging Party:	Party A
Determining Party:	Party A
Hedge Positions:	The definition of “Hedge Positions” in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words “or an Affiliate thereof” after the words “a party” in the third line thereof.
Cancellation Amount:	Section 12.8(b) of the Equity Definitions shall be amended by deleting the sentence “Each Cancellation Amount will be determined as of the date that the

Transaction terminated or cancelled or, if that would not be commercially reasonable, as of the date or dates following the date that the Transaction terminated or cancelled as would be commercially reasonable.” and replacing it with “Each Cancellation Amount will be determined as of the date on which the Transaction terminated or cancelled, or as of one or more dates during a period commencing on (and including) the date on which the Transaction terminated or cancelled, as determined by the Determining Party.”.

Non-Reliance:	Applicable
Agreements and Acknowledgements Regarding Hedging Activities:	Applicable
Additional Acknowledgements:	Applicable
Calculation Agent:	Party A

ACCOUNT DETAILS

Account for payments to Party B:	Receiver's correspondent (F54): ANZ Banking Group Limited, Melbourne (BSB:013 024) (Swift Address: ANZBAU3M) Beneficiary Bank (F57): A/C No.: 232009/00001 UBS AG, Singapore (Swift: UBSWSGSG) Beneficiary (F59) A/C No: 835225 Name: Power Growth Global Limited Remittance information (F70): Attention: Nicholas Hinnen/Wealth Management
Account for delivery of Shares to Party B:	Account Name: <u>POWER GROWTH GLOBAL LIMITED</u> Account Number: <u>835225</u>
Account for payments to Party A:	To be advised

MARGINING

- (a) *Margin transfer.*
- (i) If, in respect any Scheduled Trading Day from, and including, the Acquisition Period End Date (a “**Margin Valuation Date**”), the Calculation Agent determines that the LTV is greater than the LTV Call Trigger, the Calculation Agent may deliver a notice to Party B (a “**Margin Call Notice**”) requiring Party B to transfer cash in AUD in an amount (the “**Margin Call Amount**”) which, if added to the Margin Balance in respect of such Margin Valuation Date, would have resulted in the LTV (calculated with respect to the Share Market Value in respect of such Margin Valuation Date) being no more than, but as close as possible to, the Initial LTV.
- (ii) By no later than 5:00 p.m. (Hong Kong time) on the Currency Business Day immediately following the Margin Call Notice Date, Party B shall transfer the Margin Call Amount to Party A.

(iii) Unless a Margin Call Notice is delivered by Party A, Party B may not transfer any amount as a Margin Call Amount to Party A.

(b) *Margin definitions.*

“LTV” means, in respect of any Margin Valuation Date, the ratio (expressed as a percentage) calculated by the Calculation Agent in accordance with the following formula:

A/B

where:

A = the Net Outstanding Amount at the Scheduled Closing Time on such Margin Valuation Date

B = the Share Market Value at the Scheduled Closing Time on such Margin Valuation Date

“LTV Call Trigger” means a percentage as agreed between Party A and Party B.

“Margin Balance” means, in respect of any Margin Valuation Date, an amount in AUD equal to the aggregate of the Margin Call Amounts paid by Party B to Party A on or prior to such Margin Valuation Date.

“Margin Call Notice Date” means, if the Margin Call Notice is given prior to 11:59 p.m. (Hong Kong time) on a Business Day, such Business Day or, otherwise, the Business Day immediately following the date on which the Margin Call Notice is given.

“Net Outstanding Amount” means, in respect of any Margin Valuation Date, an amount in AUD equal to the Financing Amount on such Margin Valuation Date minus the Margin Balance on such Margin Valuation Date.

“Share Market Value” means, in respect of any Margin Valuation Date, an amount in AUD equal to the product of (i) the Number of Shares on such Margin Valuation Date and (ii) the Closing Price in respect of such Margin Valuation Date.

(c) Party B agrees that all right, title and interest in and to any Margin Call Amount which it transfers to Party A under the terms of this Transaction shall vest in Party A free and clear of any liens, claims, charges or encumbrances or any other interest of Party B or of any third person.

(d) Nothing in this Confirmation is intended to create or does create in favour of either party any mortgage, charge, lien, pledge, encumbrance or other security interest in any cash or other property transferred by Party B to Party A under the terms of this Transaction.

OTHER PROVISIONS

For the purposes of this Transaction:

(a) **Party:** Except where expressly provided otherwise, any reference in this Confirmation to “party” means Party A or Party B only.

(b) **E-mail Notification:** Notwithstanding the provisions of Section 12(a) of the Agreement, a notice under this Transaction and Section 5 or Section 6 of the Agreement may only be provided by e-mail.

Any notice provided by e-mail shall be deemed effective (i) if sent by e-mail prior to 11:59 p.m. (Sydney time) on any day, on the same date or (ii) if sent by e-mail on or after 11:59 p.m. (Sydney time) on any day, on the following date.

For the avoidance of doubt, any notice provided by e-mail shall only be effective in relation to a party if sent to all of the e-mail addresses for that party provided on the first page of this Confirmation. Either party may notify the other party in writing of any changes to the list of e-mail addresses on the first page of this Confirmation from time to time.

- (c) **Failure to Pay:** Section 5(a)(i) of the Agreement shall be amended with respect to Party B and this Transaction only by deleting the words from (and including) “if such failure” to the end of the provision.
- (d) **Indemnity:** Party B agrees to indemnify and hold harmless Party A, its Affiliates and its assignees and their respective directors, officers, employees, agents and controlling persons (Party A and each such person being an “**Indemnified Party**”) from and against any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Party may become subject, and relating to or arising out of any breach of contract, misrepresentation of Party B, Illegality or where any payments or delivery obligations of Party B are found or alleged to be unenforceable, invalid or otherwise in breach of any applicable laws or regulations.
- (e) **Party B undertakings:**
 - (1) **Financial Indebtedness:** Except for Permitted Financial Indebtedness or with the prior written consent of Party A, none of Party B or any of its Affiliates shall incur or allow to remain outstanding any Financial Indebtedness.

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

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (g) any derivative transaction on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made;
- (h) shares which are expressed to be redeemable (other than at the option of the issuer) prior to the Termination Date;

- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

“**GAAP**” means generally accepted accounting principles in the British Virgin Islands, including international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

“**Permitted Financial Indebtedness**” means any Financial Indebtedness which in the aggregate does not exceed AUD 300,000,000 (the “**Maximum Financial Indebtedness**”), provided that:

- (a) the Maximum Financial Indebtedness shall include any Financial Indebtedness arising under the Agreement (including this Transaction, the collar financing transaction evidenced by the confirmation dated 21 September 2015 between the parties and any future transaction entered into by the parties subject to the Agreement);
- (b) such Financial Indebtedness shall not consist of more than AUD 200,000,000 of Margin Financing; and
- (c) such Financial Indebtedness shall not be secured by more than 50,000,000 Shares in the aggregate.

For the avoidance of doubt, the Financial Indebtedness incurred by the Counterparty under the CS Facility shall constitute Permitted Financial Indebtedness.

“**CS Facility**” means the facilities extended by Credit Suisse AG to the Counterparty pursuant to a letter between Credit Suisse AG and the Counterparty dated 1 July 2015, as amended from time to time.

“**Margin Financing**” means any margin loan, equity derivative, exchangeable or convertible debt, stock loan, repo or other similar equity-related financing, other than funded collar transactions, in respect of or relating to the Shares.

- (2) **Negative pledge:** Except for Permitted Security or with the prior written consent of Party A, none of Party B or any of its Affiliates shall:
 - (a) create or permit to subsist any Security over any of its assets;
 - (b)
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it or any other member of the Group;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset,

provided that in respect of Party B's Affiliates only, this paragraph shall only apply to assets which are Shares.

"Group" means Party B and its Affiliates.

"Permitted Security" means any Security or Quasi-Security arising under Permitted Financial Indebtedness.

"Quasi-Security" means an arrangement or transaction described in paragraph (b) above.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

(3) **Information undertakings:**

(a) Party B shall supply to Party A:

- (i) as soon as the same become available, but in any event within 90 calendar days after the end of each of its financial years its audited financial statements for that financial year;
- (ii) as soon as the same become available, but in any event within 30 calendar days after the end of each financial quarter its unaudited financial statements for that financial quarter; and
- (iii) any additional financial or other information as Party A may reasonably request from time to time.

(b)

- (i) Each set of financial statements delivered by Party B pursuant to paragraph (a) above shall be certified by a director of Party B as fairly representing its financial condition as at the end of and for the period in relation to which those financial statements were drawn up.
- (ii) Party B shall procure that each set of financial statements delivered pursuant to paragraph (a) above is prepared using GAAP.
- (iii) Party B shall procure that each set of annual financial statements is audited by a major international accounting firm.
- (iv) The financial year end for Party B shall be 31 December in each year.

(c) On the last Business Day of each calendar month, Party B shall provide a written confirmation to Party A confirming that no breach of paragraph (1) or (2) above has occurred. If any such confirmation proves to be inaccurate, it shall constitute an Event of

Default with respect to Party B under Section 5(a)(iv) of the Agreement.

- (d) Party B shall notify Party A of any Potential Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

(4) **Right to Participate:**

- (a) If Party B or any of its Affiliates intends to enter into any Margin Financing (whether or not secured by the Shares), it will notify Party A and disclose in such notice (a "**Participation Notice**") the terms offered by any third party in respect of such Margin Financing (including the notional or principal amount, the security coverage and margining levels, the credit support arrangements, including without limitation, the margin mechanics and triggers, the tenor and currency of the financing, the identity of each obligor, the loan to value levels, the events of default and prepayment triggers, any early repayment terms and other material terms and covenants).
- (b) Party B will provide Party A with the opportunity to participate in transactions amounting to at least 35% of the overall aggregate financing amount raised by Party B and/or its Affiliates from time to time.

Following the delivery of a Participation Notice, Party A will have a period of 5 Business Days following receipt of such Participation Notice to offer its terms for participating in the relevant Margin Financing, on the basis that the relevant transaction (or such portion thereof as may be applicable in accordance with the right of Party A to participate in transactions amounting to at least 35% of the overall aggregate financing amount raised by Party B and/or its Affiliates from time to time) should be executed with Party A, provided that such terms are not materially less favourable than those offered by any relevant third party.

(5) **Miscellaneous:**

- (a) Notwithstanding anything to the contrary (including Section 9.9 of the Equity Definitions), Party B shall pay all Stamp Tax and fees (including exchange fees) relating to the transfer of Shares in connection with this Transaction.

Risk Disclosure

Entering into the Transaction involves certain risks and involve certain considerations for Party B. These considerations include, but are not limited to, the following:

- (a) UBS and/or its Affiliates may from time to time, as principal or agent, have positions in, or may buy or sell, or make a market in any securities, currencies, financial instruments or other assets underlying this Transaction or to which this Transaction relates;
- (b) UBS and/or its Affiliates may provide investment banking and other services to and/or have officers who serve as directors of the companies referred to in the Transaction;
- (c) UBS and/or its Affiliates may pay or receive brokerage or retrocession fees in connection with this Transaction;
- (d) UBS's and/or its Affiliates' trading and/or hedging activities related to this Transaction may have an impact on the price of the Shares;
- (e) UBS has policies and procedures designed to minimise the risk that officers and employees are influenced by any conflicting interest or duty and that confidential information is improperly disclosed or made available;
- (f) structured transactions such as this Transaction are complex and may involve a high risk of loss. Prior to entering into this Transaction you should consult with your own legal, regulatory, tax, financial and accounting advisors to the extent you consider it necessary, and make your own investment, hedging and trading decisions (including decisions regarding the suitability of this Transaction) based upon your own judgment and advice from those advisers you consider necessary. Save as otherwise expressly agreed in writing, UBS and/or its Affiliates is not acting as your financial adviser or fiduciary in any transaction; and
- (g) on the occurrence of certain events, including the occurrence of an Event of Default (which will occur in a number of circumstances, including where a misrepresentation and failure to perform by Party B occurs) or a Termination Event, UBS's obligations to deliver Shares to (or to the order of) the Counterparty on any relevant Settlement Date and/or to make payment to the Counterparty in respect of such Shares and this Transaction will cease and will be replaced by an obligation on one party to pay to the other a cash amount determined on the basis of the value of this Transaction.

Market Risk

The value of the Transaction may fall as rapidly as it may rise due to numerous factors, including, but not limited to, systemic risks, variations in the frequency and magnitude of changes in interest rates, inflation outlook and the price of the underlying share (which could fluctuate substantially and rapidly).

Credit Risk

You should be aware that receipt of any payment and/or Shares by you under the Transaction is subject to the credit risk of UBS. You assume the risk that UBS will not be able to satisfy its obligations under the Transaction. The Transaction will constitute general and unsecured contractual obligations of UBS, and such obligations will rank equally with all other (existing and future) unsecured contractual obligations of UBS.

Liquidity Risk/Restrictions on Transfer

You may have liquidity issues or cash flow difficulties issues resulting from (without limitation) the following:

- (i) the Transaction may not be assigned or transferred without the prior written consent of your counterparty (i.e. UBS), hence making the Transaction a relatively illiquid investment.

(ii) you may not be able to terminate the Transaction in a timely manner, or if early terminated, you may suffer a loss under the Transaction because there can be no certainty that UBS will be able to unwind (in whole or in part) its hedges relating to the Transaction within a short period of time.

Early Termination of the Transaction under the ISDA Master Agreement

Under the terms of the ISDA Master Agreement between you and UBS, the Transaction may be early terminated prior to its expiry upon the occurrence of an Event of Default or a Termination Event which terms are defined in such ISDA Master Agreement.

Discretion exercised by the Calculation Agent or Determining Party may have an unforeseen adverse impact on the financial return under the Transaction

Under the terms of the Transaction, the Calculation Agent and Determining Party have certain discretionary rights to make certain determinations or adjustments to the terms of the Transaction and any such exercise of discretion may have an unforeseen adverse impact on the financial return under the Transaction. In entering into the Transaction, each party is deemed to acknowledge and accept any such determination and adjustment made by the Calculation Agent or Determining Party.

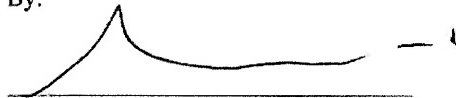
Neither UBS nor its Affiliates makes any representation or warranty relating to any information herein which is derived from independent sources.

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

Very truly yours,

UBS AG, LONDON BRANCH

By:



Name:

Title:

Nicolo Magni
Managing Director



Name:

Title:

Lambda Li
Managing Director

We hereby confirm our entry into the Transaction and due understanding, consideration and acceptance of the terms set out herein.

Agreed and accepted for and on behalf of Party B:

Name of authorized signatory: Zhang Hua

Title: Sole Director

Date:

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

Very truly yours,

UBS AG, LONDON BRANCH

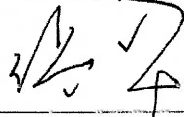
By:

Name:
Title:

Name:
Title:

We hereby confirm our entry into the Transaction and due understanding, consideration and acceptance of the terms set out herein.

Agreed and accepted for and on behalf of Party B:

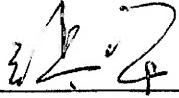


Name of authorized signatory: Zhang Hua
Title: Sole Director
Date:

Annexure P2

This is Annexure P2 of 8 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here:



Print name:

Zhang Hua

Capacity:

Director

Date:

26 / 08 / 2016



UBS AG, London Branch
100 Liverpool Street
London EC2M 2RH
Fax +44-207-568 9895/6

Warning: This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. Please carefully review this document (including the representations and warranties herein) and confirm you understand and agree to the terms and provisions set out herein prior to entering into this document. If in doubt, please obtain legal and other professional advice.

Date: 14 June 2016

To: Power Growth Global Limited, a company incorporated in the British Virgin Islands (“Counterparty” or “Party B”)

E-mail: zh@fuhuagroup.com, liling@gordian-capital.com

Attention: Zhang Hua, Li Ling Phua

Tel: +86 138 8135 5555, +65 9048 3382

From: UBS AG, London Branch (“UBS” or “Party A”)

Address: 1 Finsbury Avenue, London, EC2M 2PP, United Kingdom

E-mail: OL-SESG-ASIA@ubs.com

Attention: Saad Slaoui, Nicolo Magni, Carlo Agostinelli, Fangyu Wu, Tom Herbert, Su-Li Chan

Subject: Project Nectarine 2 – Letter Agreement

Dear Sirs/Madams

- 1 We refer to the confirmation (the “**Confirmation**”) dated on or around the date hereof between UBS AG, London Branch (“**UBS**” or “**Party A**”) and Counterparty evidencing an equity swap transaction in respect of the ordinary shares of Nufarm Limited which Confirmation supplements, forms part of, and is subject to the ISDA Master Agreement dated as of 29 June 2015 between UBS and Counterparty, as amended and supplemented from time to time (the “**Agreement**”). This letter agreement (this “**Letter**”) supplements, forms part of, and is subject to the Confirmation. Unless otherwise defined, capitalised terms used herein have the meanings given to them in the Confirmation or the Agreement, as applicable.
- 2 UBS and Counterparty wish to enter into this Letter to record their agreement in relation to the following terms for the purposes of the Confirmation:
 - 2.1 **Fixed Amount:** AUD ~~8660000~~, being an amount in AUD equal to the product of (a) 1%, (b) the Initial Price on the Effective Date and (c) the Number of Shares on the Effective Date.
 - 2.2 **Spread:** Plus ~~3.25%~~ per annum
 - 2.3 **Makewhole Amount:** If the Transaction terminates early for any reason whatsoever, unless Party A and Party B enter into a new Margin Financing or a funded collar transaction to replace the Transaction, in addition to the amounts payable by Party B in respect of such termination, an amount equal to the

Makewhole Amount will accrue due from Party B to Party A on the applicable Termination Date or Early Termination Date and shall be payable in accordance with the Settlement Terms in the Confirmation or on the payment date determined in accordance with Section 6(d) of the Agreement, as applicable.

“**Makewhole Amount**” means an amount in AUD calculated by the Calculation Agent equal to the product of (a) the Financing Amount on the applicable Termination Date or Early Termination Date, (b) the Spread, and (c) (i) the number of days from, and including, the applicable Termination Date or Early Termination Date, to, and including, the Scheduled Termination Date divided by (ii) 365.

- 2.4 Break Costs:** If the Transaction terminates early for any reason whatsoever, in addition to the amounts payable by Party B in respect of such termination, an amount equal to the Break Costs will accrue due from Party B to Party A on the applicable Termination Date or Early Termination Date and shall be payable in accordance with the Settlement Terms in the Confirmation or on the payment date determined in accordance with Section 6(d) of the Agreement, as applicable.

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

(i) the Floating Amount (other than the Spread) which Party A should have received for the period from, and including, the applicable Termination Date or Early Termination Date to the last day of the current Calculation Period, had the Aggregate Termination Amount received been paid on the last day of that Calculation Period;

exceeds:

(ii) the amount which Party A would be able to obtain by placing an amount equal to the Aggregate Termination Amount received by it on deposit with a leading bank in the Australian interbank market for a period starting on the applicable Termination Date or Early Termination Date and ending on the last day of the current Calculation Period.

- 2.5 LTV Call Trigger:** ~~XXXXXX~~

- 3** On the date of this Letter, each of UBS and Counterparty makes to each other:

- (a) those representations and warranties set forth in Section 3(a) of the Agreement with references in such Section to “this Agreement” or “any Credit Support Document” being deemed references to this Letter alone; and
- (b) the representation set forth in Section 3(b) of the Agreement with respect to the Agreement, taking into account the parties entering into this Letter.

- 4** The terms of Sections 9(b) and 9(e)(i) of the Agreement shall apply to this Letter with references in such Sections to “this Agreement” being deemed references to this Letter alone.

- 5** A person who is not a party to this Letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Letter.

- 6** The provisions in relation to governing law and jurisdiction set out in Section 13 of the Agreement, as supplemented and amended by Parts 4(h) and 4(i) of the Schedule thereto, shall apply to this Letter *mutatis mutandis*.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Letter and returning it to us.

Very truly yours,

UBS AG, LONDON BRANCH

By:



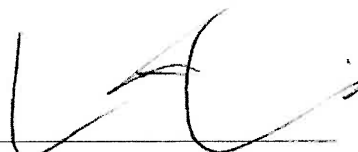
Name:

Title:

Nicolo Magni
Managing Director

Name:

Title:



Lambda Li
Managing Director

Agreed and accepted for and on behalf of **POWER GROWTH GLOBAL LIMITED:**

Name of authorized signatory: Zhang Hua

Title: Sole Director

Date:

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Letter and returning it to us.

Very truly yours,

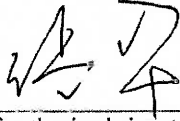
UBS AG, LONDON BRANCH

By:

Name:
Title:

Name:
Title:

Agreed and accepted for and on behalf of **POWER GROWTH GLOBAL LIMITED:**



Name of authorized signatory: Zhang Hua
Title: Sole Director
Date:



UBS AG, London Branch
100 Liverpool Street
London EC2M 2RH
Fax +44-207-568 9895/6

Warning: This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. Please carefully review this document (including the representations and warranties herein) and confirm you understand and agree to the terms and provisions set out herein prior to entering into this document. If in doubt, please obtain legal and other professional advice.

Date: 5 July 2016

To: Power Growth Global Limited, a company incorporated in the British Virgin Islands
("Counterparty" or "Party B")

E-mail: zh@fuhuagroup.com, liling@gordian-capital.com

Attention: Zhang Hua, Li Ling Phua

Tel: +86 138 8135 5555, +65 9048 3382

From: UBS AG, London Branch ("UBS" or "Party A")

Address: 1 Finsbury Avenue, London, EC2M 2PP, United Kingdom

E-mail: OL-SESG-ASIA@ubs.com

Attention: Saad Slaoui, Nicolo Magni, Carlo Agostinelli, Fangyu Wu, Tom Herbert, Su-Li Chan

Subject: Second Letter Agreement to Project Nectarine 2

Dear Sirs/Madams

- 1 We refer to the confirmation (the "Confirmation") dated 14 June 2016 between UBS AG, London Branch ("UBS" or "Party A") and Counterparty evidencing an equity swap transaction in respect of the ordinary shares of Nufarm Limited which Confirmation supplements, forms part of, and is subject to the ISDA Master Agreement dated as of 29 June 2015 between UBS and Counterparty, as amended and supplemented from time to time (the "Agreement"). This letter agreement (this "Second Letter Agreement") supplements forms part of, and is subject to the Confirmation. Unless otherwise defined, capitalised terms used herein have the meanings given to them in the Confirmation or the Agreement, as applicable.
- 2 UBS and Counterparty wish to enter into this letter to record their agreement in relation to the following terms for the purpose of this Confirmation.
 - 2.1 in satisfaction of its obligation to pay the Party B Initial Exchange Amount on the Trade Date, on 16 June 2016, Party B will transfer 6,000,000 Shares to UBS on a free-of-payment basis (the "Initial Share Transfer");
 - 2.2 in satisfaction of its obligation to pay the Party A Initial Exchange Amount on the Effective Date, on 17 June 2016, and subject to settlement of the Initial Share Transfer, Party A will advance an amount in AUD (the

“Net Financing Payment”) to Party B equal to (a) the product of (i) the Number of Shares, (ii) the Initial Price and (iii) the Initial LTV, *minus* (b) the Fixed Amount. Such deduction of the Fixed Amount shall satisfy Party B's obligation to pay the Fixed Amount on the Trade Date;

- 2.3 17 June 2016 is the Acquisition Period End Date and the Effective Date;
- 2.4 the Number of Shares is 6,000,000; and
- 2.5 the Initial Price is AUD 7.75.
- 3 The date of this Second Letter Agreement shall be a "Relevant Date" for the purposes of the Project Nectarine 2 Representation Letter.
- 4 The terms of Sections 9(b) and 9(e)(i) of the Agreement shall apply to this Second Letter Agreement with references in such Sections to “this Agreement” being deemed references to this Second Letter Agreement alone.
- 5 A person who is not a party to this Second Letter Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Second Letter Agreement.
- 6 The provisions in relation to governing law and jurisdiction set out in Section 13 of the Agreement, as supplemented and amended by Parts 4(h) and 4(i) of the Schedule thereto, shall apply to this Second Letter Agreement *mutatis mutandis*.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Second Letter Agreement and returning it to us.

Very truly yours,

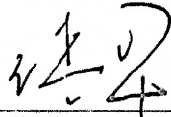
UBS AG, LONDON BRANCH

By:

Name:
Title:

Name:
Title:

Agreed and accepted for and on behalf of **POWER GROWTH GLOBAL LIMITED:**



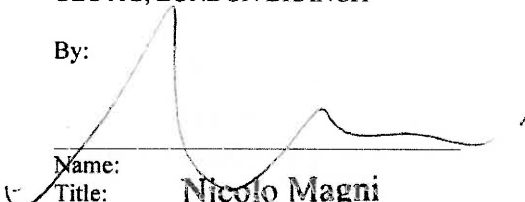
Name of authorized signatory: Zhang Hua
Title: Sole Director
Date:

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Second Letter Agreement and returning it to us.

Very truly yours,

UBS AG, LONDON BRANCH

By:


Name:
Title: **Nicolò Magni**
Managing Director


Name:
Title: **Lambda Li**
Managing Director

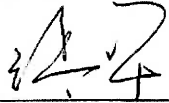
Agreed and accepted for and on behalf of **POWER GROWTH GLOBAL LIMITED:**

Name of authorized signatory: Zhang Hua
Title: Sole Director
Date:

Annexure P3

This is Annexure P3 of 7 pages referred to in the accompanying Form 604 (Notice of change of interests of substantial holder) – lodged by Mr ZHANG Hua on behalf of himself and his controlled entities Power Growth Global Limited and Brecken International Limited in respect of their relevant interest in Nufarm Limited (ACN 091 323 312).

Sign here:



Print name:

Zhang Hua

Capacity:

Director

Date:

26 / 08 / 2016



UBS AG, London Branch
100 Liverpool Street
London EC2M 2RH
Fax +44-207-568 9895/6

Warning: This is a structured product which involves derivatives. Do not invest in it unless you fully understand and are willing to assume the risks associated with it. Please carefully review this document (including the representations and warranties herein) and confirm you understand and agree to the terms and provisions set out herein prior to entering into this document. If in doubt, please obtain legal and other professional advice.

Date: 14 June 2016

To: Power Growth Global Limited, a company incorporated in the British Virgin Islands
("Counterparty" or "Party B")

E-mail: zh@fuhuagroup.com, liling@gordian-capital.com

Attention: Zhang Hua, Li Ling Phua

Tel: +86 138 8135 5555, +65 9048 3382

From: UBS AG, London Branch ("UBS" or "Party A")

Address: 1 Finsbury Avenue, London, EC2M 2PP, United Kingdom

E-mail: OL-SESG-ASIA@ubs.com

Attention: Saad Slaoui, Nicolo Magni, Carlo Agostinelli, Fangyu Wu, Tom Herbert, Su-Li Chan

Subject: Project Nectarine 2 – Representation Letter

Dear Sirs/Madams,

The purpose of this letter agreement (this "**Representation Letter**") is to set out certain representations and warranties that are given by the parties in relation to the confirmation (the "**Confirmation**") dated on or around the date hereof between Counterparty and UBS, which supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 29 June 2015, as amended and supplemented from time to time (the "**Agreement**"), in relation to the above referenced transaction entered into between Counterparty and UBS (the "**Transaction**").

This Representation Letter supplements, forms part of, and is subject to the Confirmation. Unless otherwise defined, capitalised terms used herein have the meanings given to them in the Confirmation or the Agreement, as applicable. Unless the context indicates otherwise, all references herein to "Confirmation" shall be construed to include this Representation Letter and any other letter or agreement supplemental to the Confirmation.

1. Party B representations and warranties

Having made all necessary enquiries with respect to itself and each Relevant Person at the relevant times, Party B is deemed to represent to Party A, for itself and on behalf of each Relevant Person, each of the following representations, warranties, undertakings, agreements and/or acknowledgements for the benefit of Party A on each of the Relevant Dates:

- (1) it is acting as a principal under the Transaction for its own account and not as a nominee or agent and not with a view to any distribution, offer or resale thereof and has no arrangement with any other person to that effect;

- (2) it is not resident in the United Kingdom for tax purposes and is not entering into the Transaction in the course of any trade carried on through a permanent establishment in the United Kingdom;
- (3) none of Party B or any Relevant Person will have any beneficial ownership or other ownership interest in or rights to any Shares comprising the Hedge Positions, and acknowledges that: (i) Party A is the sole legal and beneficial owner of the Shares comprising the Hedge Positions from time to time (such Shares, the “**Relevant Shares**”) and may dispose of the Relevant Shares and may exercise or refrain from exercising any voting or other rights pertaining to or arising from the Relevant Shares at its discretion and without reference to the interests of Party B or any Relevant Person; and (ii) Party A shall not be liable to Party B or any Relevant Person for its failure or delay in exercising any of its rights attaching to any Relevant Shares; (iii) there is no agreement between Party A and Party B and/or any Relevant Person in relation to voting of any Relevant Shares or for the purpose of controlling or influencing the composition of the Issuer's board or the conduct of the Issuer's affairs; and (iv) none of Party B or any Relevant Person is acting or proposing to act in concert with Party A in relation to the Issuer or its affairs and each of Party B and each Relevant Person will make its and his own determination independently of Party A in relation to corporate actions in respect of the Issuer and any Shares it or he may hold. For the avoidance of doubt, the scope of this paragraph (3) relates to the exercise of any voting or other rights pertaining to or arising from the Relevant Shares, not the rights arising from the Confirmation;
- (4) it (i) has adequate means of providing for its current and contingent needs; and (ii) is able to sustain a complete loss in connection with the Transaction;
- (5) it is not necessary that the Confirmation be disclosed, filed, recorded, reported, notified or enrolled with any stock exchange, court, authority or any registry in each case of Australia or that any stamp, registration or similar tax be paid in Australia, unless in any case the Confirmation is used as evidence in Australia for court proceedings which will be subject to stamping requirement. For the avoidance of doubt, Party B should seek its own independent legal advice with respect to any disclosure obligations arising under applicable laws and regulations;
- (6) the entry into and the performance of its obligations under the Transaction and the Confirmation by Party B and the Relevant Persons shall not result in any default or breach of Party B's (or, as relevant, the Relevant Person's) obligations under any other agreement, instrument, judgment, order, authorisation, legal or regulatory obligation or any other obligation which is applicable to or binding on it;
- (7) none of itself nor any officer, director, employee or related person of Party B is in possession of any "inside information" (as defined in section 1042A of the Corporations Act 2001 (Cth)) in relation to the Issuer or the Shares which might have influenced its decision to enter into the Transaction and the Confirmation or any particular element thereof and it is not entering into the Transaction or the Confirmation on the basis of any such information;
- (8) the entry into and the performance of its obligations under the Transaction and the Confirmation, or any amendment to the Transaction or the Confirmation, and any action in connection with the exercise of any rights under this Transaction by Party B or any Relevant Person will not cause or result in a violation of any provision of applicable law and regulation (including, without limitation, Division 3 of Part 7.10 of the Corporations Act 2001 (Cth));
- (9) the Transaction is entered into for genuine and legitimate business and commercial purposes of Party B and the Transaction falls within the power and capacity of Party B;
- (10) if Party A is directed to deliver the Number of Shares to be Delivered to any Relevant Person or their Affiliates, Party B will cause the relevant deliverer to comply with all applicable laws and regulations, rules, guidelines and codes in each jurisdiction, including, but not limited to, compliance with all reporting requirements;

- (11) each of Party B and any Relevant Person has and will at all times fully comply with all applicable laws and regulations in each jurisdiction with regard to the Transaction (and any Hedge Transaction) and the Confirmation, including without limitation, those obligations arising with regard to disclosure and reporting under the ASX Listing Rules and this representation and warranty shall be deemed to be continuing and repeated for the period up until immediately after the termination of the Transaction;
- (12) it is acting for its own account, and had received, all information considered by it to be necessary in connection with its investment decision, made its own independent decisions to enter into the Transaction and the Confirmation and as to whether the Transaction and the Confirmation are appropriate or proper for it in light of its objectives, experience, financial position and operational resources and other relevant circumstances based upon its own judgment and upon advice from such advisers as it has deemed necessary and it fully accepts the risks undertaken by it;
- (13) neither Party A nor any of its Affiliates, representatives or associated entities is an Affiliate or nominee of Party B or any Relevant Person, or is acting as a fiduciary for them or providing any advice in respect of the Transaction (including, but not limited to, tax advice or advice on the financial consequences of the Transaction). No member of the Party A Group has made any representation or warranty, express or implied, as to (a) the Issuer; (b) the taxation or financial consequences of the Transaction; or (c) any information contained in any documents provided by any member of the Party A Group or filed by the Issuer with any exchange or with any governmental entity. It is not relying on any communication (written or oral) of any of the Party A Group as investment advice or as a recommendation to enter into the Transaction or in any respect in connection with its investigation of the accuracy and completeness of such information or its investment decision and that the Party A Group does not have any duty to disclose any information to Party B (including updating any information provided to it) in connection with the Transaction, the Shares and/or any security or interest in the Shares. Party B further acknowledges and agrees that no member of the Party A Group has advised or will advise it as to whether or not any information which has been or will be made available to it constitutes or might constitute material non-public information;
- (14) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice, including, without limitation, legal, regulatory, accounting and tax advice), and understands and accepts, the terms, conditions and risks of the Transaction. It is also capable of assuming, and assumes, the risks of the Transaction;
- (15) Party B irrevocably consents to the production of, and authorises the Party A Group to produce, the Confirmation, this Representation Letter and any other letter or agreement relating to the Transaction, in whole or in part, to any interested party in any potential or actual dispute or any administrative, regulatory, arbitration or legal proceeding, investigation or official enquiry with respect to the matters set forth in the Confirmation or pursuant to any requirement of law, regulation or any judicial, administrative, governmental, regulatory or self-regulatory authority or body (including securities exchange and tax authorities);
- (16) it acknowledges that Party A is entering into the Transaction and the Confirmation in reliance on, and each member of the Party A Group will rely upon, the truth and accuracy of the agreements and acknowledgements, representations and warranties, and undertakings given by Party B on behalf of itself and on behalf of the Relevant Persons under the Confirmation and this Representation Letter (including in connection with applicable securities laws);
- (17) Party B agrees to notify Party A immediately if it becomes aware of any fact or circumstance which constitutes or which would or might constitute a breach of Section 5(a)(iv) of the Agreement or if any of such agreements or acknowledgements, representations or warranties, or undertakings in the Confirmation or this Representation Letter cease to be accurate or complete;
- (18) Party B undertakes that the Confirmation and the Transaction shall be kept confidential and no part of the Confirmation, this Representation Letter or any other letter or agreement

relating to the Transaction may be copied or reproduced without Party A's prior written permission;

- (19) neither Party A nor any of its Affiliates, representatives or associated entities have provided any tax advice nor otherwise made any representation or warranty regarding the tax consequences of the Transaction;
- (20) it has not relied on Party A nor any of its Affiliates, representatives or associated entities when evaluating the tax consequences of the Transaction;
- (21) it understands that it does not by virtue of the Transaction obtain any beneficial interest, voting or other ownership rights to any Shares and Party A has sole and absolute discretion to vote or not vote in respect of any Shares which it may hold during the term of the Transaction;
- (22) it understands that Party A has sole and absolute discretion to determine the timing, extent and nature of any Hedge Positions that it may or may not enter into or unwind of any Hedge Positions in respect of the Transaction; and
- (23) it is not entering into the Transaction to:
 - (A) create a false or misleading appearance of trading activity in the Shares (or any security convertible into or exchangeable for Shares); or
 - (B) create an artificial price for trading of the Shares (or any security convertible into or exchangeable for Shares); or
 - (C) maintain at a level which is artificial a price for trading of the Shares (or any security convertible into or exchangeable for Shares).

2. Party A representations and warranties

- (1) Party A irrevocably consents to the production of, and authorises Party B to produce, the Confirmation, this Representation Letter and any other letter or agreement relating to the Transaction, in whole or in part, to any interested party in any potential or actual dispute or any administrative, regulatory, arbitration or legal proceeding, investigation or official enquiry with respect to the matters set forth in the Confirmation or pursuant to any requirement of law, regulation or any judicial, administrative, governmental, regulatory or self-regulatory authority or body (including securities exchange and tax authorities); and
- (2) subject to paragraph 1(15) above, Party A undertakes that the Confirmation, this Representation Letter and any other letter or agreement relating to the Transaction and the Transaction shall be kept confidential and no part of the Confirmation may be copied or reproduced without Party B's prior written permission, provided that Party B acknowledges and accepts that Party A is entitled to disclose information to, and obtain information from, its various offices, branches and Affiliates in connection with the Transaction, including, without limitation, information relating to (a) all assets of Party B and its Affiliates held with Party A and/or any of its offices, branches, and Affiliates, and (b) any transactions entered into by Party B or any of its Affiliates with Party A and/or any of its offices, branches and Affiliates.

3. Definitions

"Party A Group" means Party A, its branches, subsidiaries, associates and Affiliates and its and their respective directors, members, officers, employees, agents, financiers, advisers (including, without limitation, financial advisers, legal advisers and accountants) and controlling persons.

"Relevant Date" means (i) the Trade Date and (ii) at the time and on the date of any amendment requested, or election or determination made by or notification given by Party B.

“**Relevant Persons**” means (i) any individual who is a legal or ultimate beneficial owner of the holder of shares in Party B, an officer, director, Affiliate, associate, related person or employee of Party B, or any individual who ultimately owns and/or controls or who is entitled to give instructions to or exercises ultimate effective control over Party B, or of its direct or indirect holding company, and who has knowledge of the Transaction (including, without limitation, Zhang Hua (张华), being a citizen of the People’s Republic of China (“**PRC**”) with a PRC identification card number of E51316545 (“**Zhang Hua**”)) as at the date hereof and in the period from, and including, the Trade Date to, and including, the fifth calendar day following the Trade Date), and (ii) any company held or controlled by Zhang Hua as at the date hereof and in the period from, and including, the Trade Date to, and including, the fifth calendar day following the Trade Date.

4. Miscellaneous

- (1) On the date of this Representation Letter, each of UBS and Counterparty makes to each other:
 - (a) those representations and warranties set forth in Section 3(a) of the Agreement with references in such Section to “this Agreement” or “any Credit Support Document” being deemed references to this Representation Letter alone; and
 - (b) the representation set forth in Section 3(b) of the Agreement with respect to the Agreement, taking into account the parties entering into this Representation Letter.
- (2) The terms of Sections 9(b) and 9(e)(i) of the Agreement shall apply to this Representation Letter with references in such Sections to “this Agreement” being deemed references to this Representation Letter alone.
- (3) A person who is not a party to this Representation Letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Representation Letter.

5. Governing Law and Consent to Jurisdiction


The provisions in relation to governing law and jurisdiction set out in Section 13 of the Agreement, as supplemented and amended by Parts 4(h) and 4(i) of the Schedule thereto, shall apply to this Representation Letter *mutatis mutandis*.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Representation Letter and returning it to us.

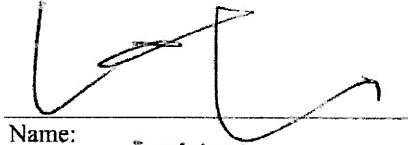
Very truly yours,

UBS AG, LONDON BRANCH

By:



Name:
Title: **Nicolo Magni**
Managing Director



Name:
Title: **Lambda Li**
Managing Director

Agreed and accepted for and on behalf of **POWER GROWTH GLOBAL LIMITED:**

Name of authorized signatory: Zhang Hua
Title: Sole Director
Date:

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Representation Letter and returning it to us.

Very truly yours,

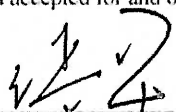
UBS AG, LONDON BRANCH

By:

Name:
Title:

Name:
Title:

Agreed and accepted for and on behalf of **POWER GROWTH GLOBAL LIMITED:**



Name of authorized signatory: Zhang Hua
Title: Sole Director
Date: