

Form 604

**Corporations Act 2001
Section 671B**

Notice of change of interests of substantial holder

To Company Name/Scheme APPEN LTD

ACN/ARSN/ABN **60 138 878 298**

1. Details of substantial holder (1)

Name JPMorgan Chase & Co. and its affiliates

ACN/ARSN (if applicable) NA

There was a change in the interests of the substantial holder on 21/07/2023

The previous notice was given to the company on 27/06/2023

The previous notice was dated 23/06/2023

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) |
| Ordinary | 9,504,804 | 6.07% | 12,578,129 | 7.96% |

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 Appendix | JPMORGAN CHASE BANK,N.A | Securities on Loan as Agent Lender | See Appendix | 399,804 (Ordinary) | 399,804 (Ordinary) |
| See Appendix | J.P. MORGAN SECURITIES PLC | Holder of securities subject to an obligation to return under a securities lending agreement | See Appendix | 520,063 (Ordinary) | 520,063 (Ordinary) |
| See Appendix | J.P. MORGAN SECURITIES LLC | Holder of securities subject to an obligation to return under a securities lending agreement | See Appendix | 1,000,000 (Ordinary) | 1,000,000 (Ordinary) |
| See Appendix | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Holder of securities subject to an obligation to return under a securities lending agreement | See Appendix | 1,200,000 (Ordinary) | 1,200,000 (Ordinary) |
| See Appendix | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Purchase and sales of securities in its capacity as Principal/Proprietary | See Appendix | 46,542 (Ordinary) | 46,542 (Ordinary) |

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 |
|--|------------------------------------|--|--|--------------------------------|----------------------|
| JPMORGAN CHASE BANK,N.A | JPM Nominees Australia Pty Limited | Various Borrowers under the Securities Lending Agreement | Securities on Loan as Agent Lender | 1,245,091 (Ordinary) | 1,245,091 (Ordinary) |
| J.P. MORGAN SECURITIES PLC | JPM Nominees Australia Pty Limited | JPM Nominees Australia Pty Limited | Holder of securities subject to an obligation to return under a securities lending agreement | 4,660,519 (Ordinary) | 4,660,519 (Ordinary) |
| J.P. MORGAN SECURITIES PLC | JPM Nominees Australia Pty Limited | J.P. MORGAN SECURITIES PLC | Purchase and sales of securities in its capacity as Principal/Proprietary | 293 (Ordinary) | 293 (Ordinary) |
| J.P. MORGAN SECURITIES LLC | Citi Australia | Citi Australia | Holder of securities subject to an obligation to return under a securities lending agreement | 3,160,000 (Ordinary) | 3,160,000 (Ordinary) |
| J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Ecapital Nominees Pty Ltd | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Purchase and sales of securities in its capacity as Principal/Proprietary | 2,170,407 (Ordinary) | 2,170,407 (Ordinary) |
| J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Ecapital Nominees Pty Ltd | Ecapital Nominees Pty Ltd | Holder of securities subject to an obligation to return under a securities lending agreement | 1,341,819 (Ordinary) | 1,341,819 (Ordinary) |

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 |
|--|------------------------------------|
| J.P. MORGAN SECURITIES PLC | Subsidiary of JPMorgan Chase & Co. |
| J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Subsidiary of JPMorgan Chase & Co. |
| J.P. MORGAN SECURITIES LLC | Subsidiary of JPMorgan Chase & Co. |
| JPMORGAN CHASE BANK, N.A. | Subsidiary of JPMorgan Chase & Co. |

6. Addresses

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

| Name | Address |
|--|--|
| JPMorgan Chase & Co. | 383 Madison Avenue, New York, New York, NY, 10179, United States |
| J.P. MORGAN SECURITIES PLC | 25 Bank Street, Canary Wharf, London, E14 5JP, England |
| J.P. MORGAN SECURITIES AUSTRALIA LIMITED | LEVEL 18, 83-85 CASTLEREAGH STREET, SYDNEY, NSW 2000, Australia |
| JPMORGAN CHASE BANK, N.A. | 1111 Polaris Parkway, Columbus, Delaware, OH, 43240, United States |
| J.P. MORGAN SECURITIES LLC | 383 Madison Ave., New York, New York, NY, 10179, United States |

Signature

print name Vasim Pathan capacity Compliance Officer

sign here



date 25/07/2023

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.
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| TRADES FOR RELEVANT PERIOD | | | | | | | Appendix |
|--|--|--------|---------------|-----------|------|----|-------------------|
| 12-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (2,500) | 2.29 | \$ | 5,725.00 |
| 12-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,844 | 2.31 | \$ | 4,266.13 |
| 12-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,866 | 2.32 | \$ | 4,330.14 |
| 12-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 35,530 | 2.29 | \$ | 81,465.56 |
| 12-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (550) | 2.29 | \$ | 1,259.50 |
| 12-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (4,000) | 2.30 | \$ | 9,203.37 |
| 12-Jul-23 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow | 330,500 | - | \$ | - |
| 13-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 1,439 | 2.27 | \$ | 3,266.53 |
| 13-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 4,658 | 2.33 | \$ | 10,859.50 |
| 13-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (6,620) | 2.27 | \$ | 15,007.30 |
| 13-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 2 | 2.35 | \$ | 4.69 |
| 13-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (2,000) | 2.29 | \$ | 4,587.94 |
| 13-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (5,715) | 2.29 | \$ | 13,098.75 |
| 14-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 9,226 | 2.38 | \$ | 21,951.01 |
| 14-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (3,865) | 2.35 | \$ | 9,071.26 |
| 14-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (32,714) | 2.36 | \$ | 77,205.04 |
| 14-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (371) | 2.32 | \$ | 860.75 |
| 14-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (1,000) | 2.36 | \$ | 2,360.88 |
| 14-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (5,000) | 2.36 | \$ | 11,823.32 |
| 14-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (1,000) | 2.37 | \$ | 2,365.26 |
| 14-Jul-23 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow Return | (26,500) | - | \$ | - |
| 17-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 972 | 2.27 | \$ | 2,209.36 |
| 17-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 17,209 | 2.34 | \$ | 40,313.56 |
| 17-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (17,209) | 2.34 | \$ | 40,269.06 |
| 17-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (3,000) | 2.31 | \$ | 6,917.51 |
| 17-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (11,000) | 2.30 | \$ | 25,350.06 |
| 17-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 12,500 | 2.31 | \$ | 28,846.76 |
| 17-Jul-23 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow Return | (50,312) | - | \$ | - |
| 17-Jul-23 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow | 859 | - | \$ | - |
| 17-Jul-23 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow | 49,453 | - | \$ | - |
| 18-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (972) | 2.27 | \$ | 2,206.44 |
| 18-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 3,468 | 2.30 | \$ | 7,969.39 |
| 18-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (3,468) | 2.27 | \$ | 7,872.36 |
| 18-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 6,342 | 2.27 | \$ | 14,406.37 |
| 18-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (2,260) | 2.28 | \$ | 5,160.48 |
| 18-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 391 | 2.28 | \$ | 891.03 |
| 18-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 4,000 | 2.28 | \$ | 9,118.70 |
| 18-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 15,430 | 2.28 | \$ | 35,183.49 |
| 18-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 4,000 | 2.28 | \$ | 9,118.40 |
| 18-Jul-23 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow Return | (93,000) | - | \$ | - |
| 19-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 31,966 | 2.35 | \$ | 75,274.05 |
| 19-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (2,121) | 2.29 | \$ | 4,857.09 |
| 19-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 14,420 | 2.35 | \$ | 33,853.49 |
| 19-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 335 | 2.34 | \$ | 782.55 |
| 19-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (3,000) | 2.33 | \$ | 6,999.35 |
| 19-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (6,112) | 2.34 | \$ | 14,328.35 |
| 19-Jul-23 | JPMORGAN CHASE BANK, N.A. | Equity | Borrow Return | (220,000) | - | \$ | - |
| 20-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (4,224) | 2.34 | \$ | 9,882.25 |
| 20-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 908 | 2.32 | \$ | 2,107.06 |
| 20-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 6,000 | 2.34 | \$ | 14,067.34 |
| 20-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 22,000 | 2.34 | \$ | 51,533.20 |
| 20-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 4,000 | 2.34 | \$ | 9,374.07 |
| 21-Jul-23 | J.P. MORGAN SECURITIES LLC | Equity | Borrow | 1,000,000 | - | \$ | - |
| 21-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (1,807) | 2.23 | \$ | 4,034.54 |
| 21-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (19,615) | 2.29 | \$ | 44,918.35 |
| 21-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Sell | (19,378) | 2.24 | \$ | 43,335.20 |
| 21-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 10 | 2.25 | \$ | 22.51 |
| 21-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 3,000 | 2.24 | \$ | 6,730.12 |
| 21-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Buy | 10,741 | 2.24 | \$ | 24,053.83 |
| 21-Jul-23 | J.P. MORGAN SECURITIES PLC | Equity | Borrow | 250,000 | - | \$ | - |
| 21-Jul-23 | J.P. MORGAN SECURITIES PLC | Equity | Borrow | 200,000 | - | \$ | - |
| 21-Jul-23 | J.P. MORGAN SECURITIES PLC | Equity | Borrow | 95,000 | - | \$ | - |
| 21-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Borrow | 200,000 | - | \$ | - |
| 21-Jul-23 | J.P. MORGAN SECURITIES AUSTRALIA LIMITED | Equity | Borrow | 1,000,000 | - | \$ | - |
| Balance at End of relevant period | | | | | | | 12,578,129 |

Appendix: Prescribed information pursuant to securities lending arrangement disclosed under the substantial shareholding notice filed with ASX.

| | |
|--|--|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Overseas Securities Lending Agreement ("OSLA") |
| Parties to agreement | JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and Barclays Capital Securities Limited ("Borrower") |
| Transfer date | Settlement date 24-Jan-23 10-May-23 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(vi) of the standard form OSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending arrangement disclosed under the substantial shareholding notice filed with ASX.

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|--|--|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Global Master Securities Lending Agreement ("GMSLA") |
| Parties to agreement | JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and Citigroup Global Markets Limited (Borrower) |
| Transfer date | Settlement Date 21-Apr-23 24-Apr-23 26-May-23 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 6.6 of the standard form GMSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending arrangement disclosed under the substantial shareholding notice filed with ASX.

| | |
|--|--|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Global Master Securities Lending Agreement ("GMSLA") |
| Parties to agreement | JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and Goldman Sachs International (Borrower) |
| Transfer date | Settlement Date 16-Dec-22 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 6.6 of the standard form GMSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending arrangement disclosed under the substantial shareholding notice filed with ASX.

| | |
|--|--|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Global Master Securities Lending Agreement ("GMSLA") |
| Parties to agreement | JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and Merrill Lynch International(Borrower) |
| Transfer date | Settlement Date 26-May-23 29-May-23 11-Jul-23 17-Jul-23 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 6.6 of the standard form GMSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending arrangement disclosed under the substantial shareholding notice filed with ASX.

| | |
|--|--|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Australian Master Securities Lending Agreement ("AMSLA") |
| Parties to agreement | JPMorgan Chase Bank, N.A. (acting as agent) ("lender") and UBS Securities Australia Ltd (Borrower) |
| Transfer date | Settlement Date 27-Jun-2023 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4.3 of the standard form AMSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

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|--|---|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Institutional Account Agreement |
| Parties to agreement | JP Morgan Securities LLC for itself and as agent and trustee for the other J.P. Morgan Entities and GOLDMAN SACHS BANK USA (AGENCY LENDING AS AGENT),State Street Bank and Trust Co (As Agent), BROWN BROTHERS HARRIMAN & CO(AS AGENT) (herein referred to as "JPMS"). " J.P. Morgan Entities" means, as the context may require or permit, any and all of JPMSL, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC., J.P. Morgan Markets Limited, J.P. Morgan Securities Australia Limited, J.P. Morgan Securities (Asia Pacific) Limited, J.P. Morgan Securities Japan Co., Ltd and J.P. Morgan Prime Nominees Limited and any additional entity notified to the Company from time to time. |
| Transfer date | Settlement date: 6-Apr-23 22-Jun-23 21-Jul-23 |
| Holder of voting rights | JPMS is the holder of the voting rights from the time at which it exercises its right to borrow. Notwithstanding this, please note that the Company has the right to recall equivalent securities if it wishes to exercise its voting rights in respect of the securities. |
| Are there any restriction on voting rights | Yes |
| If yes, detail | JPMS will not be able to exercise voting rights in circumstances where the Company has recalled equivalent securities from JPMS before the voting rights have been exercised. In these circumstances, JPMS must return the securities to the Company and the Company holds the voting rights. |
| Scheduled return date (if any) | N/A. There is no term to the loan of securities. |
| Does the borrower have the right to return early? | Yes. |
| If yes, detail | JPMS has the right to return all and any securities or equivalent securities early at any time. |
| Does the lender have the right to recall early? | Yes. |
| If yes, detail | The Company has the right to recall all or any equivalent securities on demand. |
| Will the securities be returned on settlement? | Yes. Settlement of the loan will occur when JPMS returns equivalent securities to the Company. There is no term to the loan of securities. |
| If yes, detail any exceptions | |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

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| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Overseas Securities Lender's Agreement ("OSLA") |
| Parties to agreement | The Bank of New York Mellon Corporation (formerly known as The Bank of New York) (acting as agent) ("lender"), J.P. Morgan Securities Plc ("borrower") |
| Transfer date | <u>Settlement date</u> 12-Apr-23 26-May-23 25-Jul-23 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(ii) of the standard form OSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on |

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| | the exchange. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

| | |
|--|--|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Overseas Securities Lender's Agreement ("OSLA") |
| Parties to agreement | J.P. Morgan Securities Plc ("borrower") and Citibank N.A. acting as Agent ("lender") |
| Transfer date | <u>Settlement Date</u> 12-Apr-23 30-May-23 13-Jun-23 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(vi) of the standard form OSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |

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| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

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|--|---|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Overseas Securities Lending Agreement ("OSLA") |
| Parties to agreement | CREDIT SUISSE (SWITZERLAND) LTD (formerly Credit Suisse (Schweiz) AG) ('lender'), J.P. MORGAN SECURITIES PLC ('borrower') |
| Transfer date | Settlement Date 24-May-23 |
| Holder of voting rights | Party holding the securities has voting rights for those securities |
| Are there any restriction on voting rights | Yes |
| If yes, detail | Each party undertakes that where it holds securities of the same description as any securities borrowed by it or transferred to it by way of collateral at the time when a right to vote arises in respect of such securities, it will use its best endeavours to arrange for the voting rights attached to such securities to be exercised in accordance with the instructions of the lender or borrower (as the case may be) provided always that each party shall use its best endeavours to notify the other of its instructions in writing no later than seven business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties, and that the party concerned shall not be obliged so to exercise the votes in respect of securities greater than the number so lent or transferred to it. For the avoidance of doubt, the parties agree that subject as hereinbefore provided any voting rights attaching to the relevant securities, equivalent securities, collateral and/or equivalent collateral shall be exercisable by the persons in whose name they are registered or where in bearer form, the persons by or on behalf of whom they are held, and not necessarily the borrower or lender (as the case may be). |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Subject to the terms of the relevant borrowing request, the borrower shall be entitled at any time to terminate a particular loan of securities and to redeliver all and any equivalent securities due and outstanding to the lender in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Subject to the set-off and event of default provisions, the lender may call for the redelivery of all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange through which the relevant borrowed securities were originally delivered. |

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| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | Absent default, there are no exceptions. |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

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|--|--|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Global Master Securities Lending Agreement ("GMSLA") |
| Parties to agreement | J.P. Morgan Securities plc ("borrower") and State St Bank and Trust Company as agent ("lender") |
| Transfer date | <u>Settlement date</u> 30-Mar-23 12-Apr-23 20-Apr-23 10-May-23 11-May-23 12-May-23 29-May-23 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery. |

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| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

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|--|--|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Overseas Securities Lender's Agreement ("OSLA") |
| Parties to agreement | JPMorgan Chase Bank, N.A. (acting as agent) ("lender") J.P. Morgan Securities plc ("borrower") |
| Transfer date | Settlement date 28-Mar-23 26-May-23 25-Jul-23 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavors to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavors to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(vi) of the standard form OSLA. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |

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| If yes, detail | Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered (and where there is a difference between the settlement time for sales and purchases on the relevant exchange or clearing organisation, the standard settlement time shall be the shorter of the two times). The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

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|--|---|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Master Overseas Securities Borrowing Agreement |
| Parties to agreement | J.P. Morgan Securities Plc ("borrower") and The Northern Trust Company as agent ("lender") |
| Transfer date | <u>Settlement Date</u> 25-Jul-23 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is in clause 4(B)(vi) of the agreement. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

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|--|---|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Australian Master Securities Lending Agreement ("AMSLA") |
| Parties to agreement | Citibank N.A. as agent ("lender"), J.P. Morgan Securities Australia Limited ("borrower") |
| Transfer date | Settlement Date 12-Apr-23 16-May-23 30-May-23 25-Jul-23 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4.3 of the standard form AMSLA |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has right to return all and any securities or equivalent securities early at any time in accordance with the lender's instructions. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |
| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

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|--|--|
| Date: | 25-Jul-2023 |
| Company's name: | APPEN LTD |
| ISIN: | AU000000APX3 |
| Date of change of relevant interests: | 21-Jul-2023 |
| Schedule | |
| Type of agreement | Global Master Securities Lending Agreement ("GMSLA") |
| Parties to agreement | State Street Bank and Trust Company ("lender") and J.P. Morgan Securities Australia Limited ("borrower") |
| Transfer date | Settlement Date 25-Jul-23 |
| Holder of voting rights | Borrower |
| Are there any restriction on voting rights | Yes |
| If yes, detail | The borrower shall have no obligation to arrange for voting rights to be exercised in accordance with the instructions of the other party, unless otherwise agreed between the parties. |
| Scheduled return date (if any) | None |
| Does the borrower have the right to return early? | Yes |
| If yes, detail | Borrower has the right to terminate a loan and redeliver all and any equivalent securities due and outstanding to the lender in accordance with lender's instructions and lender shall accept such redelivery. |
| Does the lender have the right to recall early? | Yes |
| If yes, detail | Lender has right to recall all or any equivalent securities on any business day by giving such notice as agreed by the parties. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions. |
| Will the securities be returned on settlement? | Yes |
| If yes, detail any exceptions | No exceptions |

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| Statement | If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC. |