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Day Month Year

Addressee Name
Address Line 1
Address Line 2

Dear Addressee,

Appointment

Following our recent discussions, I am very pleased to confirm my invitation to you to join the Board of BHP Group Limited (**BHP**) as a Non-executive Director.

Term of appointment and vacation of office

This invitation is subject to confirmation of your appointment by the Board on [x] following which you will hold office from [x] until the [year] Annual General Meeting of BHP (at which point you will stand for election). The Board has adopted a policy of annual elections for all Directors. At any time during your tenure, including when you become subject to re-election under the policy on annual election, the constitution or the law, your performance as a Director will be reviewed in accordance with processes agreed by the Board from time to time. A recommendation as to your re-election may be made in notices of meeting or other materials provided to shareholders. You agree to participate in such reviews.

You may cease to hold office as a Director:

- at any time that you resign by written notice. It is desirable that you give the Chairman reasonable forewarning of your intention to resign or to not seek re-election where that is possible so that BHP can plan for succession of skills and experience on the Board; and
- in accordance with the law or the constitution of BHP.

This letter refers only to your appointment as a Non-executive Director. The Board may from time to time request you to participate in one or more Board Committees, subject to your agreement.

Role

I refer you to the Board Governance Document in **Annexure [x]** which discusses the role of the Board and outlines the processes the Board has developed in carrying out its role. As you will appreciate, the Board Governance Document is at the core of how the Board governs the BHP Group (**Group**) and specifies the matters the Board has reserved for itself and the matters it has delegated to the Chief Executive Officer subject to the 'CEO Limits'.

As a Director, you are expected to lead by example and adhere to high standards of personal and ethical conduct. You must comply with BHP's core corporate policies, including *Our Code of Conduct* and *Our Requirements for Securities Dealing* standard.

As a Non-executive Director of BHP, you will be expected to participate as a member of the Board in:

1. constructively challenging and helping to develop proposals on strategy of the Group;

2. setting values and standards for the Group and establishing systems for their communication and monitoring;

3. monitoring the performance of management in meeting agreed goals and objectives and ensuring that the necessary financial and human resources are in place to enable the Group to meet those goals and objectives;

4. satisfying yourself as to the adequacy and integrity of financial and other reporting to the Board and shareholders and that there are adequate systems of internal control; and

5. satisfying yourself that systems for identification and management of risks are robust and appropriate.

As a Director of BHP, you will have legal duties and obligations under the law. It is expected that you will familiarise yourself with the relevant Directors' Duties, as set out in the schedule in **Annexure [x].**

Due to the global activities of the Company, it is necessary for Directors of BHP to comply with certain legislative regimes in various countries, but particularly in the UK, USA and Australia. Where there are substantive changes that would or are likely to impact a Director and their role, duties and obligations as a Director, the Company will provide you with notice and information in relation to such changes in a timely manner.

Time commitments

I anticipate that your duties as a Non-executive Director of BHP will involve a commitment of at least 50 days in each year. Currently that would typically comprise attendance at:

- nine Board meetings (five face to face and four by teleconference). Face to face meetings will typically cover at least two days but could extend up to five days for visits to sites. Travel will be in addition to this;
- up to four Board calls;
- the Annual General Meeting and any General Meeting that may be convened from time to time;
- site visits; and
- Board Committee meetings which occur at times other than those days set aside for Board meetings. If you are appointed as a chairman of any Committee, you may expect a further call on your time to fulfil that role.

A schedule of Board and Committee meetings for [year] can be found at **Annexure [x]**.

In addition, you will be expected to devote appropriate preparation time ahead of each meeting and to attend such ad hoc meetings as may be necessary or appropriate.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet these expectations. Your appropriate commitment of time to the affairs of the Group will be one of the issues addressed in Director assessments.

The heavy travel burden associated with attending international meetings is recognised and Directors are, with my consent as Chairman, permitted to attend meetings “electronically” when essential.

Technology

By consenting to become a Director, you consent to the use of video, telephone, electronic mail, any other technology which permits each Director to communicate with every other Director, or any combination of these technologies for the purpose of calling and holding Directors’ meetings. You can withdraw this consent by notification to the Group Company Secretary within a reasonable period before a Board or Committee meeting is held.

Independence and other interests

The Independence of Directors Policy adopted by the Board to assess the independence of Directors of BHP is in **Annexure [x]**. Confirmation of your appointment is subject to the Board assessing that you are an independent Director within the framework of those guidelines.

If your circumstances change in any way which may affect your status as an independent Director, you must immediately disclose this to the Board.

BHP accepts that you will have business interests other than those of the Group. The disclosure of interests you have provided will be considered by the Board in connection with your candidacy.

While a Director of BHP, you should seek approval from the Chairman before accepting any external appointments (including other Board appointments), or changing the terms of any current appointments.

This is to ensure that any appointment is consistent with the terms of the Independence of Directors Policy and that you have sufficient time to devote to your role as a Non-executive Director of BHP. An external appointment to the Board of a competitor operating in the oil and gas or minerals sector could give rise to an actual or potential conflict. In these circumstances such an appointment is assessed against the above criteria and, prima facie, is unlikely to be supported. An external appointment to the Board of a material supplier or customer of BHP will also need to be considered carefully against those criteria.

Disclosure of interests is a continuing obligation. If your circumstances change, and you acquire any office or property which may conflict with your office as a Director of BHP or the interests of the Group, then you must disclose its character and extent as soon as possible. This should be done in writing. You may wish to consult with the Chairman, or the Group Company Secretary, as soon as you become aware of any potential conflict. Any external appointments approved by the Chairman will be recorded on the Conflict Register maintained by Group Governance.

You should be aware that under the law and the constitution, you will generally not be entitled to attend any part of a Board meeting, or to vote, on any matter in which you have a material personal interest unless the other Directors unanimously decide otherwise. Any material interests may be required to be disclosed publicly including under the Australian Corporations Act and the Listing Rules of the Australian Securities Exchange.

Remuneration and expenses

Each Non-executive Director is paid a base fee which is currently US$160,000 per annum; that fee is subject to change as approved from time to time. Where superannuation or other pension contributions are required by law, these will be paid from within the base fee (not in addition to the base fee).

Fees are payable monthly and will be deposited into your bank account, details of which you will provide to us.

Directors may, in addition, receive a fee for devoting special attention to the business of the Group which is outside the scope of ordinary duties, or where any business journey must be undertaken.

Current fees are:

- US$60,000 per annum for acting as Chairman of the Risk and Audit Committee;
- US$45,000 per annum for acting as Chairman of the Sustainability Committee;
- US$45,000 per annum for acting as Chairman of the Remuneration Committee;
- US$32,500 per annum for acting as a member of the Risk and Audit Committee;
- US$27,500 per annum for acting as a member of the Remuneration Committee;
- US$27,500 per annum for acting as a member of the Sustainability Committee; and
- US$18,000 per annum for acting as a member of the Nomination and Governance Committee.

Directors may also receive a travel allowance. For Board and Committee meetings, this is calculated by reference to the duration of travel required to attend, being $US7,000 for more than three hours but fewer than 10 hours of continuous travel and $US15,000 for 10 hours or more of air travel. For travel to site visits and other training and development purposes, the calculation will be on the same basis but subject to an annual cap of US$50,000.

These amounts or the nature of the benefit may be changed by the shareholders or the Board. You will not be entitled to a retirement allowance.

You have agreed that for so long as it is Board policy, you will apply at least 25% of your remuneration (base fee and Committee fees) to the purchase of shares (or American Depositary Receipts) in BHP Group Limited, at times when you are permitted to trade, until you achieve a shareholding equivalent in value to one year's remuneration (base fee and Committee fees) and thereafter to maintain at least that level of shareholding throughout your tenure.

You are entitled to be paid other expenses you properly incur concerning BHP's affairs. Except for expenses associated with travelling, you should obtain the Chairman's approval of the expense before you incur it.

Any amounts payable to you will be subject to deductions which BHP may be required to make, including for tax and national insurance contributions.

Induction

You have agreed to participate in an induction program that includes one-on-one meetings with members of management and visits to key assets over a period of time.

The length of the induction program will depend on the Director, and will be about 10 days of the first 12 months of your appointment.

You will also receive an induction pack of information concerning the Group from the Group Company Secretary. You should feel free to request any further information which you require either from the Chairman, or from the Group Company Secretary, at any time.

Continuous improvement and Directors' appraisal

The Board believes that progressive organisations appreciate the challenge of operating in today's business environment.

You agree that you will participate in:

- continuous improvement programs from time to time determined by the Board as being appropriate for Directors, at the expense of BHP and whether or not those programs are offered by BHP; and

- processes of internal and external review of Director, Board and Committee performance as may be determined to be appropriate by the Board from time to time. You acknowledge that the results of such processes will be relevant to your candidacy for re-election to the Board.

If there are any issues which cause you concern about the Board or your individual performance, or the performance of any Committee, you should feel free to raise it with the Chairman at any time.

Indemnity, insurance and access to company documents

Annexure [x] is a summary of the current Directors' and Officers' Insurance Policy. BHP may amend the terms of the policy in place from time to time but, unless prevented by law, will maintain appropriate cover for the term of your appointment. BHP will give you notice of any material change to this policy, and to the extent possible will provide this notice ahead of time.

This policy will be extended to you from the date of your appointment. **Annexure [x]** is the Directors' Deed of Indemnity, Insurance and Access which will be executed by BHP Group Limited and you as a condition of your agreement to be appointed as a Director.

Under Australian law, Directors have a right of access to a company's documents and records, including financial records, and they may make copies for the purposes of certain legal proceedings. This latter right continues for seven years after you cease to be a Director.

Independent advice

With the approval of the Chairman, you may seek independent professional advice, at the expense of BHP, on any matter connected with the discharge of your responsibilities. Copies of this advice must be made available to, and for the benefit of, all Board members, unless the Chairman otherwise agrees.

Constitution, charters and policies

BHP's constitution and its range of charters and policies govern conduct of the Directors and employees and set out the values, standards and procedures of the Group in dealing with all stakeholders. You should familiarise yourself with them. You may access them from the website at www.bhp.com or the Group Company Secretary will provide you with hard copies. You acknowledge that your conformity with the constitution and these charters and policies will be an element in any assessment of your performance as a Director of BHP.

Notification of personal interests

Under the Listing Rules of the Australian Securities Exchange and the various other exchanges on which BHP securities are traded, information about you is required to be provided to the stock exchanges. Filings concerning you must also be made with various government authorities. You authorise BHP to notify those stock exchanges and government authorities on your behalf.

You agree that you will provide to the Group Company Secretary promptly (and within required timeframes for filing that information) all information about you which may be required for this purpose, including (without limitation):

- details of your name, address, date and place of birth; and
- details of dealings in BHP issued securities by you and your Persons Closely Associated (which includes your spouse or partner, dependent children, relatives who have shared the same household with you for at least one year and entities associated with you or any of them).

Please note you are required to obtain the consent of the Chairman before dealing in securities of BHP and there are designated prohibited periods for dealing.

BHP will keep a list of all your Persons Closely Associated. You will need to provide a list of your Persons Closely Associated to the Group Company Secretary and any future updates to your Persons Closely Associated list. You will also need to advise your Persons Closely Associated that there are designated prohibited periods for dealing and that any transaction in, or relating to, securities of BHP must be disclosed to the Group Company Secretary and may need to be filed to the stock exchanges and government authorities.

This information is set out in the Group's *Our Requirements for Securities Dealing* standard, a copy of which is in **Annexure [x]**. By accepting this appointment, you agree to be bound by the provisions of *Our Requirements for Securities Dealing* standard.

Notification of other information

Before you accept this appointment, I would ask that if there is any further information which may impact your appointment which you have not disclosed that would be relevant to your directorship and your suitability for this role would you please advise me or the Group Company Secretary as soon as possible. This includes any prior or current allegations (irrespective of whether you consider them to have merit), regulatory investigations or threatened court proceedings relating to misconduct or breach of law or duty (either by you or in circumstances where you had an oversight role). I also request that you notify me or the Group Company Secretary as soon as possible if, in the future, there are any developments of this nature which may be relevant.

Group Company Secretary

The Group Company Secretary of BHP Group Limited is currently Stefanie Wilkinson. All Directors have access to the advice and services of the Group Company Secretary.

Termination

In the event of termination of your appointment, on request, you will return to BHP or destroy all originals and copies of correspondence, documents (including Board minutes and Board papers), and other property of the Group made or received by you in the course of your directorship.

Confidentiality

All information obtained during your appointment is confidential to BHP and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Chairman, or as required by law.

You may be provided with access to Board papers and other confidential information prior to your formal appointment as a Director, with the intention that you will be in a position to participate in Board deliberations as soon as your appointment commences. You must maintain the confidentiality of this information as though you had already been appointed as a Director when you received it.

Nothing in this letter shall preclude you from:

- reporting an offence to the police or a law enforcement agency;
- co-operating with a criminal investigation or prosecution;
- reporting misconduct or a serious breach of regulatory requirement to a body responsible for supervising or regulating relevant matters;
- reporting, in the public interest, any serious wrongdoing to a law enforcement agency or relevant regulator or an equivalent person or entity which has a proper interest in receiving that information in the public interest;
- communicating in confidence with your professional advisors;
- acting with statutory authority or complying with any order of, or giving evidence to, a court or tribunal of competent jurisdiction;
- complying with any law, any regulations of any statutory or regulatory authority, or any request of any government body; and/or
- using any relevant information for the purpose of representation at any investigation or proceedings brought by an applicable regulatory or professional body relating to matters arising from your appointment.

I also draw your attention to both legislation and BHP's policy prohibiting disclosure or use of price sensitive information.

Data protection

You acknowledge that BHP will collect, use, store, transfer and otherwise process your personal data (and, where relevant, that of your emergency contacts and, where applicable, dependants) including providing personal data to third parties and transferring personal data within and outside the European Economic Area, in accordance with applicable data protection regulations. Further details relating to the processing of such personal data are set out in the Group's *Our Requirements for Information Governance and Controlled Documents* (which is non-contractual and may be amended from time to time), a copy of which is in **Annexure [x].**

You agree to use all reasonable endeavours to keep BHP informed and updated of any changes to your personal data, including, for example, any change in your home address or other contact details.

You agree to familiarise yourself with BHP's *Our Requirements for Information Governance and Controlled Documents* in force from time to time, (and any other relevant policies and procedures relating to data protection in force from time to time) and you agree to act at all times in accordance with both the spirit and the letter of such policies and procedures when processing personal data of others during the course of your appointment. This includes, without limitation, personal data relating to any employee or other worker, job candidate, customer, client, supplier or agent of BHP or any company in the Group.

Other matters

Please note that the agreement contained in this letter and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) will be governed by and construed in accordance with the law of Victoria, Australia.

We look forward to welcoming you to our Board. Please feel free to contact me on [x] or Stefanie Wilkinson on [x] if you have any questions in relation to the above. If you need specific assistance with the completion of any of the documentation attached, Stefanie would be happy to assist you.

Yours sincerely

Ken MacKenzie

Chairman

Acknowledgment

I, [Director's Name], hereby accept the terms of appointment set out in this letter.

……………………………………… ………………………………………

Signature Date

[This is a model letter of appointment. Actual terms may vary when agreed with individual directors.]