

17 November 2014

PRE-QUOTATION DISCLOSURE NOTICEinfo@iphltd.com.au
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The following information is required to be given to ASX Limited (**ASX**) for release to the market in connection with the commencement of official quotation in the fully paid ordinary shares (**Shares**) in IPH Limited ACN 169 015 838 (**IPH**) (ASX: IPH).

Unless otherwise defined in this notice, capitalised terms used in this notice have the meanings given to them in the prospectus (**Prospectus**) lodged by IPH with the Australian Securities and Investments Commission (**ASIC**) on 9 October 2014.

1. Close of Offer and transfer and issue of Shares

IPH confirms that the Offer has closed and that:

- 79,008,279 Shares have been transferred to applicants under the Broker Firm Offer and the Institutional Offer (at a sale price of \$2.10 per Share); and
- 57,596 Shares have been issued for nil consideration under the Employee Award Offer.

SaleCo has received cleared funds for the complete amount of the sale price of every Share transferred to applicants under the Broker Firm Offer and the Institutional Offer. No funds were payable to IPH for the Shares issued under the Employee Award Offer.

On the basis of IPH's sale price of \$2.10, under the Prospectus, and the Distribution Schedule (announced separately as pre-quotation disclosure) which shows that IPH has 3,938 shareholders each with a shareholding of \$2,000 or greater, IPH is satisfied that it has an appropriate level of shareholder spread for the purposes of ASX Listing Rule 1.1 condition 7.

The CHES holding notices and issuer sponsored holding statements were despatched to successful applicants under the Offer on Friday, 14 November 2014. No refunds were required to be made to applicants under the Offer.

2. Capital structure and escrow

IPH currently has on issue 157,559,499 Shares.

A total of 78,398,388 Shares are subject to voluntary escrow arrangements for the period of two years from the date on which quotation of the Shares on ASX commences. For further detail in relation to the voluntary escrow arrangements entered into by IPH with certain of its Shareholders, please see Section 7 (and in particular Section 7.5) of the Prospectus.

3. Employee equity-based incentive arrangements

IPH has issued 275,708 Performance Rights to employees under IPH's the long term incentive plan and 142,857 Retention Rights to employees under its retention plan.

The Performance Rights and Retention Rights were issued on 11 November 2017 and have a final expiry date of 30 June 2018 (though may expire earlier in accordance with their terms).

Performance Rights and Retention Rights do not carry any dividend or voting rights. A copy of the long term incentive plan is set out in Annexure A and a copy of IPH's retention plan is set out in Annexure B.

For further details, please see Sections 6.4.4.2 and 6.4.4.3 of the Prospectus.

4. Completion of Restructure and distribution to Existing Owners

The outstanding steps of the Restructure (as outlined in Section 9.4 of the Prospectus) have been completed. In particular:

- completion of the sale of Shares by some Existing Owners to other Existing Owners under the First Share Sale Deed between IPH and those Existing Owners dated 3 October 2014 has occurred; and
- completion of the acquisition of the minority interest of shares in Spruson & Ferguson Asia under the Singapore Share Sale Deed between IPH, Spruson & Ferguson Pty Limited and Kristian Robinson dated 3 October 2014 has occurred.

In addition, the Group has made the distribution to the Existing Owners of \$6.7 million, representing their undistributed profit entitlements in the Spruson & Ferguson Trust as at 30 September 2014 as described in 6.4.2.1 of the Prospectus.

5. Corporate governance

A statement disclosing the extent to which IPH will follow, as at the date of admission to the official list of ASX, the recommendations set by the ASX Corporate Governance Council is set out in Annexure C.

A copy of IPH share trading policy is set out in Annexure D.

6. Waivers from Listing Rules

ASX has granted IPH a waiver from ASX Listing Rule 1.1 Condition 11 to the extent necessary to allow IPH to have on issue 275,708 Performance Rights and 142,857 Retention Rights, each with nil exercise price, at the time of admission to the official list of ASX, representing approximately 0.26% of IPH's fully diluted Share capital. The full terms and conditions of the waiver granted to IPH will be published on ASX's waivers register.

ASX has also granted IPH a waiver from ASX Listing Rule 10.11 to the extent necessary to permit it to issue Shares to its non-executive Directors (being Robin Low, Richard Grellman, Sally Pitkin and John Atkin) in lieu of accrued Directors' fees for the first two years after IPH's admission to the official list. The full terms and conditions of the waiver granted to IPH will be published on ASX's waivers register. See also Section 9.8.1 of the Prospectus for further detail.

For further detail on any of the matters referred to in this notice, please see the Prospectus, available on IPH's or ASX's website or contact your professional adviser.



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Annexure A
Long Term Incentive Plan

IPH Limited

IPH Limited Long Term Incentive Plan Rules

1. What are the objectives of the Plan?

The Plan is designed to retain and motivate key executives in the IPH Group by giving them incentives to remain with the IPH Group and drive IPH Group performance.

2. What types of awards may be granted?

- (a) The types of awards granted under these Rules will be determined by the Board from time to time and detailed in the Award Terms.
- (b) Without limitation, Awards may include awards whose value is referable to the price of a Share or Awards whose value is referable to Share price growth (both being **Performance Rights**).

3. Who is eligible to participate?

From time to time executives within the IPH Group will be selected by the Board to be granted Awards under the Plan. For avoidance of doubt, non-executive directors of IPH are not entitled to participate in the Plan.

4. How are Awards notified?

Persons selected for Awards under the Plan will receive an offer from an IPH Group Member which specifies:

- (a) the name of the person to whom the Awards are being offered;
- (b) the Award Date and the Vesting Date for the Awards;
- (c) the number and type of Awards being offered;
- (d) any performance hurdles;
- (e) the method for calculating the Shares issued on vesting of the Award;
- (f) any other Award Terms; and
- (g) the means by which the offer may be accepted,

and may also contain a summary of some or all of these Rules, provided that if there is any inconsistency between these Rules and the Award Terms, these Rules will prevail.

5. How are Awards accepted?

- (a) Awards may be accepted in any manner specified in the Award notice provided under Rule 4.
- (b) On acceptance of an Award the recipient becomes a Participant and is bound by these Rules and the applicable Award Terms.
- (c) If a person does not accept their Award within such period as the Board may allow from the date of the offer, then the Awards will be forfeited and the person will not receive any payment or benefit in respect of those Awards unless otherwise determined by the Board.

6. How do Awards vest?

If a Participant is an employee of the IPH Group on the Vesting Date then, subject to the Award Terms, the Participant will be entitled to receive a number of Shares for their vested Performance Rights calculated in accordance with these Rules and the Award Terms.

7. What happens if a Participant ceases employment?

7.1. General rule

- (a) Subject to Rules 7.2 and 7.3, if a Participant ceases to be an employee of the IPH Group prior to the Vesting Date for their Awards:
- (i) the Participant's Awards will not lapse on cessation; and
 - (ii) Awards will be tested, and vest in accordance with the Award Terms, at the original Vesting Date (and where the Conditions include service related conditions, the service related conditions will be deemed to have been satisfied).
- (b) Any Awards which do not vest following testing under Rule 7.1(a) lapse immediately.
- (c) Subject to Rule 7.3, if a Participant ceases to be an employee of the IPH Group due to death, all unvested Awards will be transferred to the Participant's estate in accordance with all relevant laws, and will be treated in accordance with this Rule 7.

7.2. Exceptions

If a Participant ceases to be an employee of the IPH Group prior to the Vesting Date of their Awards by reason of:

- (a) resignation; or
- (b) termination for cause (including gross misconduct),

any Awards which have not vested will lapse upon cessation of employment with the IPH Group, subject to an overriding Board discretion to determine a different treatment in accordance with Rule 7.3.

7.3. Board discretion to determine treatment

If a Participant ceases to be an employee of the IPH Group prior to the Vesting Date of their Awards for any reason, then the Board may in its absolute discretion, determine that:

- (a) a pro-rata number (based on the proportion of the period between the Award Date and the Vesting Date that has elapsed at the time of cessation), or such other number, of the Participant's Awards will be tested at the Vesting Date and will vest at the original Vesting Date (or such other time determined by the Board) subject to satisfying the applicable performance hurdles (other than service related conditions which will be deemed to have been satisfied);
- (b) a pro-rata number (based on the proportion of the period between the Award Date and the Vesting Date that has elapsed at the time of cessation), or such other number, of the Participant's Awards will be tested at the time of cessation of employment and will vest at that time (or such other time determined by the Board) subject to satisfying the performance hurdles (other than service related conditions which will be deemed to have been satisfied);
- (c) any applicable performance hurdles, conditions, periods for measurement or Vesting Dates in respect of some or all of the Awards will be modified or waived; or
- (d) some or all of the unvested Awards lapse (and that such lapse will occur on the date employment ceases),

and, in making any determination, the Board may have regard to any matter the Board considers relevant, including the proportion of the period between the Award Date and the Vesting Date that has elapsed at the time of cessation of employment and the degree to which the performance hurdles or other conditions have been (or are estimated to have been) achieved.

8. Events and Changes of Control

8.1. Board discretion upon an Event

If an Event occurs prior to the Vesting Date of an Award, then the Board may, within 14 days of the Event, determine in its absolute discretion whether some or all of the Participant's Awards:

- (a) vest (whether subject to further conditions or not);
- (b) lapse or are forfeited;
- (c) remain subject to the applicable performance hurdles, conditions, periods for measurement and/or Vesting Dates; or
- (d) become subject to substitute or varied performance hurdles, conditions, periods for measurement and/or Vesting Dates,

having regard to any matter the Board considers relevant, including the circumstances of the Event (including the value being proposed to Shareholders), the extent to which the applicable performance hurdles and conditions have been satisfied (or estimated to have been satisfied) at the time of the Event and/or the proportion of the period between the Award Date and the Vesting Date that has passed at the time of the Event.

8.2. Early vesting on a Change of Control

If there is a Change of Control prior to the Vesting Date of an Award, and the Board does not exercise a discretion pursuant to Rule 8.1, a Participant will be immediately entitled to receive a number of Shares calculated in accordance with these Rules and the Award Terms in respect of, and in full satisfaction of, their Awards, subject to the additional conditions below.

The following additional conditions will apply:

- (a) All Performance Rights (including any EPS Performance Rights) will vest depending upon the TSR performance of IPH relative to the comparator organisations determined in accordance with the Award Terms and calculated from the Award Date to the date of the Change of Control.
- (b) The TSR performance of IPH will be calculated based on the highest price at which Shares are acquired under the Event. For these purposes, subject to paragraph (c) below the Participant will be entitled to an initial number of Shares calculated in accordance with these Rules and the Award Terms based on the highest price at which Shares are acquired under the Event up to and including the time of the Change of Control.
- (c) If Shares are subsequently acquired at a higher price under the Event then, on completion of the relevant transaction (e.g. on expiry of the relevant bid period), the Participant will be entitled to a "top-up" payment equal to the number of Shares calculated in accordance with these Rules and the Award Terms calculated on the basis of the higher Share price (and assuming that was the Share price at the date of the Change of Control) less the number of Shares already received by the Participant.
- (d) Where the payment under Rule 8.2 is met by delivery of Shares to the Participant within a reasonable time to allow the Participant to exercise any rights to accept or reject the relevant Event in respect of those Shares, the Participant will not be entitled to the top-up payment.

9. How does the Board calculate the number of Shares a Participant is entitled to receive?

These Rules and the Award Terms set out the method for calculating the number of Shares comprising an Award.

10. When must IPH provide Shares to participants?

- (a) Within a reasonable period (being not more than 90 days) after the Vesting Date for an Award, or, where relevant, the Early Vesting Date, the IPH Group must notify the Participant of the number of Shares the Participant is entitled to receive under Rule 6 or 7 (as the case may be) in respect of the Award. If the number of Shares to be provided in respect of an Award is referable to factors which are not capable of being determined at the Vesting Date or Early Vesting Date (as applicable) for that Award, the time for notification under this Rule 10(a) will be extended so that notification will be required within a reasonable period (being not more than 90 days) after the first date on which those factors are capable of being determined.
- (b) Any "top-up" payment which a Participant is entitled to receive under Rule 8.2 following a Change of Control must be notified by the IPH Group to the Participant within a reasonable period (being not more than 90 days) after completion of the Event.
- (c) IPH must notify a Participant of the method by which the Participant may exercise his or her right to receive the Shares at the same time as providing a notice under Rules 10(a) and 10(b).
- (d) IPH must provide any Shares that a Participant is entitled to receive within a reasonable period (being not more than 90 days) following the receipt of written notice from the Participant exercising their right to receive the Shares, subject to IPH's Securities Trading Policy.
- (e) Trading in Shares received under the Plan is subject to IPH's Securities Trading Policy, including trading blackout periods.

11. How will Participants receive Shares?

The Board may satisfy its obligation to provide Shares under Rule 6 or 7 by:

- (a) issuing the Shares to the Participant;
- (b) procuring a transfer of Shares to the Participant;
- (c) procuring an allocation to the Participant of Shares or other awards in one of the IPH Group's employee benefit vehicles (including any existing vehicle or one formed after the inception of the Plan) which are equivalent to the Shares,

as determined by the Board in its discretion.

12. How do I know what the current market price of Shares is?

Once IPH is admitted to the official list of ASX, the current market price of Shares can be determined by looking at the website of ASX. Additionally, IPH undertakes to each Participant that it will, promptly following receipt of a written request from a Participant following admission of IPH to the official list of ASX, notify that Participant in writing of the current market price of Shares. For the purposes of this Rule 12, the current market price means the price published by ASX as the final price for the previous day on which Shares were traded on ASX.

13. What are the required reductions and withholdings?

13.1. Application of Rule 13

- (a) This Rule 13 applies notwithstanding any other provision of these Rules.
- (b) Where a required reduction or withholding is applied to a provision of Shares under this Plan, the Shares provided net of that required reduction or withholding is in full and final satisfaction of all obligations of IPH in relation to that provision of Shares.
- (c) Nothing in these Rules requires IPH to gross-up any provision of Shares under the Plan to take account of any required reduction or withholdings.

13.2. Reductions required by law

If an applicable law (including section 200B of the Corporations Act 2001) or the rules of any stock exchange prohibit any payment or prescribe a maximum amount that may be paid to a Participant (without obtaining an approval of members) and a payment or benefit to which the Participant is entitled under these Rules breaches that prohibition or exceeds that amount (either alone or in conjunction with any other payments or benefits payable to the Participant), then the payment or benefit will be reduced to the amount that is permitted to be paid without shareholder approval.

13.3. Other withholdings and deductions

- (a) Subject to Rule 13.3(b), if any applicable tax or other law requires any amounts to be withheld or deducted from any amounts payable to, or benefits (including Performance Rights and Shares) to be provided to, a Participant, the IPH Group will withhold or deduct such amounts, and the payment or benefit to be provided to the Participant under these Rules will be reduced by such withholding or deduction.
- (b) If fringe benefits tax is imposed in respect of any Award or payment under the Australian Fringe Benefits Tax Act 1986 (Cth) or any statutory modification, amendment or re-enactment thereof for the time being in force, or any similar or equivalent legislation in any other jurisdiction, the IPH Group may pay to the Participant's employer an amount calculated in accordance with the following formula:

$$A = \text{FBT} \times P$$

where A is the amount payable to the employer of the Participant

FBT is 46.5% or such other rate of tax as may be imposed on fringe benefits by the relevant tax legislation

P is the value of the Performance Rights and/or Shares to be provided to the Participant under these Rules

and pay the Participant the balance.

14. What if a Participant cannot be located?

If the Board is unable to locate a Participant within 12 months after the Vesting Date for an Award or the Early Vesting Date (as applicable), having used all reasonable efforts to do so, and as a result cannot perform its obligations under Rule 10 in respect of that Award during that time, then the Award will be forfeited and the Participant will have no entitlement to receive any payment or benefit whatsoever in respect of that Award. If a Participant has died, a reference to a "Participant" in this Rule 14 will be read as including a reference to the Participant's beneficiaries.

15. Can Awards or payments be adjusted or substituted?

- (a) **(De-listing or re-domicile)** If the Shares:
- (i) cease to be listed on any stock exchange; or
 - (ii) cease to be listed on the ASX and are instead listed on another stock exchange,
- then the Board must substitute the Awards granted to each Participant and corresponding Award Terms with a reasonably comparable entitlement.
- (b) **(Capital reorganisation)** If there is a reorganisation of, or scheme affecting, the capital of IPH (including by way of consolidation, subdivision, bonus issue, return or a reduction or cancellation of capital), the number of Awards granted to a Participant (and not required by these Rules to be paid out or forfeited as a result of that reorganisation or scheme) will be adjusted or substituted (as appropriate) (including by way of awards in any new holding

company or such other entity as appropriate) in a manner determined by the Board in accordance with the principles set out in Rule 15(e).

- (c) **(Discounted rights issues)** If IPH undertakes a rights issue of Shares at a discount to the market price for Shares at the date of announcement of the rights issue, the number of Awards granted to a Participant will be adjusted in a manner determined by the Board in accordance with the principles set out in Rule 15(e).
- (d) **(Events not contemplated)**: The Board may also adjust the number of Awards granted to a Participant or the number of Shares to be received by the Participant in respect of those Awards if an event occurs which is not contemplated by these Rules and which has unintended consequences or makes the operation of these Rules, either generally or in specific cases, unworkable.
- (e) **(Intention of adjustment)**: In making an adjustment under Rules 15(b), (c) or (d) the Board must ensure, to the extent reasonably possible, that the Participant's entitlement after the adjustment is comparable to what their entitlement would have been if the reorganisation or other event had not occurred.

16. How must notices be given?

Any notice or direction given under these Rules is validly given if it is:

- (a) handed to the person concerned;
- (b) sent by ordinary prepaid post to the person's last known contact address;
- (c) disseminated using IPH Group infrastructure including electronic systems; or
- (d) in such other manner as the Board from time to time determines.

17. How may these Rules be amended?

- (a) The Board may, subject to Rule 17(b), add to or vary any of these Rules or the Award Terms, or waive or vary the application of any of these Rules or the Award Terms in relation to any Participant, at any time by resolution.
- (b) If an addition or variation under Rule 17(a) materially reduces the rights of Participants in respect of Awards held by them prior to the date of amendment, the Board must obtain the written consent of the Participants affected by such addition or variation.

18. Can the Plan be terminated or suspended?

The Plan may be terminated or suspended at any time by the Board, but any such termination or suspension will not affect or prejudice rights of Participants holding Awards at that time.

19. What is the connection with other plans?

- (a) The IPH Group is not restricted to using the Plan as the only method of providing incentive rewards to employees.
- (b) Participation in the Plan does not affect, and is not affected by, participation in any other incentive or other scheme of the IPH Group unless the terms of this Plan or that scheme provide otherwise.

20. How is the Plan administered?

- (a) The Plan is administered by the Board in accordance with these Rules. The Board may make regulations for the operation of the Plan which are not inconsistent with these Rules.

- (b) Where the Rules provide for a determination, decision, approval or opinion of the Board such determination, decision, approval or opinion of the Board will be in its absolute discretion.
- (c) Any power or discretion which is conferred on the Board by these Rules may be exercised by them in the interests or for the benefit of IPH and the Board, in exercising any such power or discretion, is not under any fiduciary or other obligation to any other person.
- (d) A decision of the Board, as to the interpretation, effect or application of these Rules is final.
- (e) The Board may delegate its functions under these Rules and powers as it may consider appropriate, for the efficient administration of the Plan, to a committee made up of a person or persons capable of performing those functions and exercising those powers.
- (f) The Board may take and rely upon independent professional or expert advice in or in relation to the exercise of any of their powers or discretions under these Rules.

21. Do Awards give Participants an interest in Shares?

A Participant has no interest in any Shares, nor any rights (including dividends) in respect of any Shares, which may form the basis of determining the amount of any payment or benefit to be received by the Participant in respect of their Awards (except to the extent that a Participant's Awards are satisfied by an allocation of awards in one of the IPH Group's employee benefit vehicles and the rules governing that employee benefit vehicle provide otherwise).

22. Do these Rules give Participants a right to continue employment?

Nothing in these Rules:

- (a) confers on any Participant the right to continue as an employee of the IPH Group;
- (b) affects any rights which the IPH Group or any IPH Group Member may have to terminate the employment of any employee; or
- (c) confers on any Participant any rights to compensation or damages in consequence of the termination of his or her engagement or employment for any reason whatsoever in so far as those rights arise or may arise from his or her ceasing to have rights under the Plan as a result of such termination.

23. Who pays the expenses of the Plan?

The IPH Group must pay all the expenses, costs and charges incurred in operating the Plan.

24. Should Participants seek advice on the Plan?

Participants should obtain their own independent advice at their own expense on the financial, taxation and other consequences to them of or relating to participation in the Plan.

25. Can Participants assign their Awards?

Awards are personal to Participants and may not be transferred or otherwise dealt with.

26. What is the governing law of the Plan?

This Plan and the rights of the Participants under the terms and conditions of the Plan will be governed by the laws of the State of New South Wales, Australia.

27. Definitions

In these Rules:

Associated Company means a company or other entity (which is not a Subsidiary of IPH) in which an IPH Group Member has an interest of any kind and which has been determined by the Board to be an "Associated Company" under these Rules. The company or entity will cease to be an Associated Company (and therefore will cease to be an IPH Group Member) if no IPH Group Member has an interest in it (unless the Board otherwise determines) or if the Board determines that it should no longer be an "Associated Company" under these Rules;

ASX means the Australian Securities Exchange;

Award Date in respect of an Award means the date of an Award grant as specified in the Award Terms;

Award Terms means the terms and conditions applicable to an Award, as determined by the Board and set out in the notice provided under Rule 4;

Awards means any type of award granted to a Participant pursuant to these Rules and **Award** has a corresponding meaning;

Board means the board of directors of IPH;

Business Day means a day on which trading banks are open for business in Sydney, Australia excluding a Saturday, Sunday and public holiday in Sydney, Australia;

Change of Control means:

- (a) a transaction resulting in a person (alone or together with their associates) holding a Relevant Interest in 50% or more of all issued Shares;
- (b) a transaction resulting in a person (alone or together with their associates) holding a Relevant Interest in securities enabling that person (alone or together with their associates) to exercise 50% or more of the votes which may be cast at a general meeting of IPH; or
- (c) a transaction resulting in a person (alone or together with their associates) being able to control the appointment of a majority of the Board,

but does not include an internal reorganisation of IPH where the owners of the shares in the entity resulting from the reorganisation are substantially the same as the holders of Shares immediately prior to the reorganisation (and in substantially the same proportions) and the reorganisation is not intended to affect the ultimate control of the IPH business.

Corporations Act means the Corporations Act 2001 (Cth);

Early Vesting Date means (as applicable):

- (a) any date for vesting of Awards that precedes the original Vesting Date that is determined to apply to any Award by the Board in its discretion in accordance with Rules 7.3 or 8.1; or
- (b) the date of a Change of Control;

Event means:

- (a) a Takeover Bid is made for IPH and the Board resolves to recommend the bid to Shareholders of IPH;
- (b) a court convenes a meeting of Shareholders to be held to vote on a proposed scheme of arrangement pursuant to which control of the majority of the Shares in IPH may change;
- (c) a notice is sent to Shareholders of IP proposing a resolution for the winding up of IPH; or
- (d) any transaction or event is proposed that, in the opinion of the Board, may result in a person becoming entitled to exercise control over IPH.

Each Event is a separate event that allows the Board to exercise its discretion.

IPH means IPH Limited (ACN 169 015 838);

IPH Group means IPH, each Subsidiary or other controlled entity of IPH from time to time and the Associated Companies from time to time and **IPH Group Member** means any one of them;

Participant means an individual who has been granted Awards under Rule 4;

Plan means the IPH Long Term Incentive Plan as constituted by these Rules;

Relevant Interest has the meaning given in the Corporations Act and a person will be deemed to have acquired a Relevant Interest in securities for the purposes of these Rules if that person would be taken to have acquired a Relevant Interest in those securities under the Corporations Act;

Rules means the rules of the Plan set out in this document;

Share means one fully paid ordinary share in IPH;

Subsidiary has the meaning given to that term in the Corporations Act;

Takeover Bid has the meaning given in the Corporations Act; and

Vesting Date for an Award means the date for vesting of the Award as specified in the Award Terms.

28. Interpretation

In these Rules, headings and boldings are for convenience only and do not affect the interpretation of these Rules and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in these Rules have a corresponding meaning;
- (d) a reference to a clause is a reference to a clause in these Rules;
- (e) a reference to a statute, regulation, proclamation or by-laws includes all statutes, regulations, proclamations or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (f) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (g) a right to make a decision or determination or exercise a power is a right to make that decision or determination or exercise that power from time to time and the person on whom the right to make that decision or determination or exercise that power may, in the exercise of that right, make different decisions or determinations or exercise that power differently from time to time;
- (h) a reference to a body (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another bodyis a reference to the body which replaces it or which substantially succeeds to its power or functions;

- (i) a reference to **including** is a reference to **including without limitation**; and

- (j) reference in these Rules to amounts, payments, cash payments, values and benefits are denominated in Australian dollars and a reference to AUD is a reference to Australian dollars a reference to "associates" has the meaning given to that expression in the Corporations Act.

Annexure B
Retention plan

IPH Limited

IPH Limited IPO Retention Plan Rules

1. What are the objectives of the Plan?

The Plan is designed to retain and motivate key executives in the IPH Group by giving them incentives to remain with the IPH Group and drive IPH Group performance.

2. What types of awards may be granted?

- (a) The types of awards granted under these Rules will be determined by the Board from time to time and detailed in the Award Terms.
- (b) Without limitation, Awards may include awards whose value is referable to the price of a Share or Awards whose value is referable to Share price growth (both being **Retention Rights**).

3. Who is eligible to participate?

From time to time executives within the IPH Group will be selected by the Board to be granted Awards under the Plan. For avoidance of doubt, non-executive directors of IPH are not entitled to participate in the Plan.

4. How are Awards notified?

Persons selected for Awards under the Plan will receive an offer from an IPH Group Member which specifies:

- (a) the name of the person to whom the Awards are being offered;
- (b) the Award Date and the Vesting Dates for the Awards;
- (c) the number and type of Awards being offered;
- (d) any service conditions;
- (e) the method for calculating the Shares issued on vesting of the Award;
- (f) any other Award Terms; and
- (g) the means by which the offer may be accepted,

and may also contain a summary of some or all of these Rules, provided that if there is any inconsistency between these Rules and the Award Terms, these Rules will prevail.

5. How are Awards accepted?

- (a) Awards may be accepted in any manner specified in the Award notice provided under Rule 4.
- (b) On acceptance of an Award the recipient becomes a Participant and is bound by these Rules and the applicable Award Terms.
- (c) If a person does not accept their Award within such period as the Board may allow from the date of the offer, then the Awards will be forfeited and the person will not receive any payment or benefit in respect of those Awards unless otherwise determined by the Board.

6. How do Awards vest?

If a Participant is an employee of the IPH Group on the Vesting Date then, subject to the Award Terms, the Participant will be entitled to receive a number of Shares for their vested Retention Rights calculated in accordance with these Rules and the Award Terms.

7. What happens if a Participant ceases employment?

7.1. General rule

- (a) Subject to Rules 7.2 and 7.3, if a Participant ceases to be an employee of the IPH Group prior to the Vesting Date for their Awards:
- (i) the Participant's Awards will not lapse on cessation; and
 - (ii) Awards will vest in accordance with the Award Terms at the original Vesting Date (and any service related conditions will be deemed to have been satisfied).
- (b) Any Awards which do not vest following testing under Rule 7.1(a) lapse immediately.
- (c) Subject to Rule 7.3, if a Participant ceases to be an employee of the IPH Group due to death, all unvested Awards will be transferred to the Participant's estate in accordance with all relevant laws, and will be treated in accordance with this Rule 7.

7.2. Exceptions

If a Participant ceases to be an employee of the IPH Group prior to the Vesting Date of their Awards by reason of:

- (a) resignation; or
- (b) termination for cause (including gross misconduct),

any Awards which have not vested will lapse upon cessation of employment with the IPH Group, subject to an overriding Board discretion to determine a different treatment in accordance with Rule 7.3.

7.3. Board discretion to determine treatment

If a Participant ceases to be an employee of the IPH Group prior to the Vesting Date of their Awards for any reason, then the Board may in its absolute discretion, determine that:

- (a) a pro-rata number (based on the proportion of the period between the Award Date and the Vesting Date that has elapsed at the time of cessation), or such other number, of the Participant's Awards will be tested at the Vesting Date and will vest at the original Vesting Date (or such other time determined by the Board);
- (b) a pro-rata number (based on the proportion of the period between the Award Date and the Vesting Date that has elapsed at the time of cessation), or such other number, of the Participant's Awards will be tested at the time of cessation of employment and will vest at that time (or such other time determined by the Board);
- (c) any applicable conditions, periods for measurement or Vesting Dates in respect of some or all of the Awards will be modified or waived; or
- (d) some or all of the unvested Awards lapse (and that such lapse will occur on the date employment ceases),

and, in making any determination, the Board may have regard to any matter the Board considers relevant, including the proportion of the period between the Award Date and the Vesting Date that has elapsed at the time of cessation of employment and the reason for cessation of employment.

8. Events and Changes of Control

8.1. Board discretion upon an Event

If an Event occurs prior to the Vesting Date of an Award, then the Board may, within 14 days of the Event, determine in its absolute discretion whether some or all of the Participant's Awards:

- (a) vest (whether subject to further conditions or not);
- (b) lapse or are forfeited;
- (c) remain subject to the applicable service conditions and/or Vesting Dates; or
- (d) become subject to substitute or varied service conditions and/or Vesting Dates,

having regard to any matter the Board considers relevant, including the circumstances of the Event (including the value being proposed to Shareholders), the extent to which the applicable service conditions have been satisfied (or estimated to have been satisfied) at the time of the Event and/or the proportion of the period between the Award Date and the Vesting Date that has passed at the time of the Event.

8.2. Early vesting on a Change of Control

If there is a Change of Control prior to the Vesting Date of an Award, and the Board does not exercise a discretion pursuant to Rule 8.1, a Participant will be immediately entitled to receive a number of Shares calculated in accordance with these Rules and the Award Terms as if all Service Conditions were fully satisfied on the date of the Change of Control in respect of, and in full satisfaction of, their Awards.

9. How does the Board calculate the number of Shares a Participant is entitled to receive?

These Rules and the Award Terms set out the method for calculating the number of Shares comprising an Award.

10. When must IPH provide Shares to participants?

- (a) Within a reasonable period (being not more than 90 days) after the Vesting Date for an Award, or, where relevant, the Early Vesting Date, the IPH Group must notify the Participant of the number of Shares the Participant is entitled to receive under Rule 6 or 7 (as the case may be) in respect of the Award. If the number of Shares to be provided in respect of an Award is referable to factors which are not capable of being determined at the Vesting Date or Early Vesting Date (as applicable) for that Award, the time for notification under this Rule 10(a) will be extended so that notification will be required within a reasonable period (being not more than 90 days) after the first date on which those factors are capable of being determined.
- (b) Any "top-up" payment which a Participant is entitled to receive under Rule 8.2 following a Change of Control must be notified by the IPH Group to the Participant within a reasonable period (being not more than 90 days) after completion of the Event.
- (c) IPH must notify a Participant of the method by which the Participant may exercise his or her right to receive the Shares at the same time as providing a notice under Rules 10(a) and 10(b).
- (d) IPH must provide any Shares that a Participant is entitled to receive within a reasonable period (being not more than 90 days) following the receipt of written notice from the Participant exercising their right to receive the Shares, subject to IPH's Securities Trading Policy.
- (e) Trading in Shares received under the Plan is subject to IPH's Securities Trading Policy, including trading blackout periods.

11. How will Participants receive Shares?

The Board may satisfy its obligation to provide Shares under Rule 6 or 7 by:

- (a) issuing the Shares to the Participant;
- (b) procuring a transfer of Shares to the Participant;
- (c) procuring an allocation to the Participant of Shares or other awards in one of the IPH Group's employee benefit vehicles (including any existing vehicle or one formed after the inception of the Plan) which are equivalent to the Shares,

as determined by the Board in its discretion.

12. How do I know what the current market price of Shares is?

Once IPH is admitted to the official list of ASX, the current market price of Shares can be determined by looking at the website of ASX. Additionally, IPH undertakes to each Participant that it will, promptly following receipt of a written request from a Participant following admission of IPH to the official list of ASX, notify that Participant in writing of the current market price of Shares. For the purposes of this Rule 12, the current market price means the price published by ASX as the final price for the previous day on which Shares were traded on ASX.

13. What are the required reductions and withholdings?

13.1. Application of Rule 13

- (a) This Rule 13 applies notwithstanding any other provision of these Rules.
- (b) Where a required reduction or withholding is applied to a provision of Shares under this Plan, the Shares provided net of that required reduction or withholding is in full and final satisfaction of all obligations of IPH in relation to that provision of Shares.
- (c) Nothing in these Rules requires IPH to gross-up any provision of Shares under the Plan to take account of any required reduction or withholdings.

13.2. Reductions required by law

If an applicable law (including section 200B of the Corporations Act 2001) or the rules of any stock exchange prohibit any payment or prescribe a maximum amount that may be paid to a Participant (without obtaining an approval of members) and a payment or benefit to which the Participant is entitled under these Rules breaches that prohibition or exceeds that amount (either alone or in conjunction with any other payments or benefits payable to the Participant), then the payment or benefit will be reduced to the amount that is permitted to be paid without shareholder approval.

13.3. Other withholdings and deductions

- (a) Subject to Rule 13.3(b), if any applicable tax or other law requires any amounts to be withheld or deducted from any amounts payable to, or benefits (including Retention Rights and Shares) to be provided to, a Participant, the IPH Group will withhold or deduct such amounts, and the payment or benefit to be provided to the Participant under these Rules will be reduced by such withholding or deduction.
- (b) If fringe benefits tax is imposed in respect of any Award or payment under the Australian Fringe Benefits Tax Act 1986 (Cth) or any statutory modification, amendment or re-enactment thereof for the time being in force, or any similar or equivalent legislation in any other jurisdiction, the IPH Group may pay to the Participant's employer an amount calculated in accordance with the following formula:

$$A = \text{FBT} \times P$$

where A is the amount payable to the employer of the Participant

FBT is 46.5% or such other rate of tax as may be imposed on fringe benefits by the relevant tax legislation

P is the value of the Retention Rights and/or Shares to be provided to the Participant under these Rules

and pay the Participant the balance.

14. What if a Participant cannot be located?

If the Board is unable to locate a Participant within 12 months after the Vesting Date for an Award or the Early Vesting Date (as applicable), having used all reasonable efforts to do so, and as a result cannot perform its obligations under Rule 10 in respect of that Award during that time, then the Award will be forfeited and the Participant will have no entitlement to receive any payment or benefit whatsoever in respect of that Award. If a Participant has died, a reference to a "Participant" in this Rule 14 will be read as including a reference to the Participant's beneficiaries.

15. Can Awards or payments be adjusted or substituted?

(a) **(De-listing or re-domicile)** If the Shares:

- (i) cease to be listed on any stock exchange; or
- (ii) cease to be listed on the ASX and are instead listed on another stock exchange,

then the Board must substitute the Awards granted to each Participant and corresponding Award Terms with a reasonably comparable entitlement.

(b) **(Capital reorganisation)** If there is a reorganisation of, or scheme affecting, the capital of IPH (including by way of consolidation, subdivision, bonus issue, return or a reduction or cancellation of capital), the number of Awards granted to a Participant (and not required by these Rules to be paid out or forfeited as a result of that reorganisation or scheme) will be adjusted or substituted (as appropriate) (including by way of awards in any new holding company or such other entity as appropriate) in a manner determined by the Board in accordance with the principles set out in Rule 15(e).

(c) **(Discounted rights issues)** If IPH undertakes a rights issue of Shares at a discount to the market price for Shares at the date of announcement of the rights issue, the number of Awards granted to a Participant will be adjusted in a manner determined by the Board in accordance with the principles set out in Rule 15(e).

(d) **(Events not contemplated)**: The Board may also adjust the number of Awards granted to a Participant or the number of Shares to be received by the Participant in respect of those Awards if an event occurs which is not contemplated by these Rules and which has unintended consequences or makes the operation of these Rules, either generally or in specific cases, unworkable.

(e) **(Intention of adjustment)**: In making an adjustment under Rules 15(b), (c) or (d) the Board must ensure, to the extent reasonably possible, that the Participant's entitlement after the adjustment is comparable to what their entitlement would have been if the reorganisation or other event had not occurred.

16. How must notices be given?

Any notice or direction given under these Rules is validly given if it is:

- (a) handed to the person concerned;
- (b) sent by ordinary prepaid post to the person's last known contact address;

- (c) disseminated using IPH Group infrastructure including electronic systems; or
- (d) in such other manner as the Board from time to time determines.

17. How may these Rules be amended?

- (a) The Board may, subject to Rule 17(b), add to or vary any of these Rules or the Award Terms, or waive or vary the application of any of these Rules or the Award Terms in relation to any Participant, at any time by resolution.
- (b) If an addition or variation under Rule 17(a) materially reduces the rights of Participants in respect of Awards held by them prior to the date of amendment, the Board must obtain the written consent of the Participants affected by such addition or variation.

18. Can the Plan be terminated or suspended?

The Plan may be terminated or suspended at any time by the Board, but any such termination or suspension will not affect or prejudice rights of Participants holding Awards at that time.

19. What is the connection with other plans?

- (a) The IPH Group is not restricted to using the Plan as the only method of providing incentive rewards to employees.
- (b) Participation in the Plan does not affect, and is not affected by, participation in any other incentive or other scheme of the IPH Group unless the terms of this Plan or that scheme provide otherwise.

20. How is the Plan administered?

- (a) The Plan is administered by the Board in accordance with these Rules. The Board may make regulations for the operation of the Plan which are not inconsistent with these Rules.
- (b) Where the Rules provide for a determination, decision, approval or opinion of the Board such determination, decision, approval or opinion of the Board will be in its absolute discretion.
- (c) Any power or discretion which is conferred on the Board by these Rules may be exercised by them in the interests or for the benefit of IPH and the Board, in exercising any such power or discretion, is not under any fiduciary or other obligation to any other person.
- (d) A decision of the Board, as to the interpretation, effect or application of these Rules is final.
- (e) The Board may delegate its functions under these Rules and powers as it may consider appropriate, for the efficient administration of the Plan, to a committee made up of a person or persons capable of performing those functions and exercising those powers.
- (f) The Board may take and rely upon independent professional or expert advice in or in relation to the exercise of any of their powers or discretions under these Rules.

21. Do Awards give Participants an interest in Shares?

A Participant has no interest in any Shares, nor any rights (including dividends) in respect of any Shares, which may form the basis of determining the amount of any payment or benefit to be received by the Participant in respect of their Awards (except to the extent that a Participant's Awards are satisfied by an allocation of awards in one of the IPH Group's employee benefit vehicles and the rules governing that employee benefit vehicle provide otherwise).

22. Do these Rules give Participants a right to continue employment?

Nothing in these Rules:

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- (a) confers on any Participant the right to continue as an employee of the IPH Group;
- (b) affects any rights which the IPH Group or any IPH Group Member may have to terminate the employment of any employee; or
- (c) confers on any Participant any rights to compensation or damages in consequence of the termination of his or her engagement or employment for any reason whatsoever in so far as those rights arise or may arise from his or her ceasing to have rights under the Plan as a result of such termination.

23. Who pays the expenses of the Plan?

The IPH Group must pay all the expenses, costs and charges incurred in operating the Plan.

24. Should Participants seek advice on the Plan?

Participants should obtain their own independent advice at their own expense on the financial, taxation and other consequences to them of or relating to participation in the Plan.

25. Can Participants assign their Awards?

Awards are personal to Participants and may not be transferred or otherwise dealt with.

26. What is the governing law of the Plan?

This Plan and the rights of the Participants under the terms and conditions of the Plan will be governed by the laws of the State of New South Wales, Australia.

27. Definitions

In these Rules:

Associated Company means a company or other entity (which is not a Subsidiary of IPH) in which an IPH Group Member has an interest of any kind and which has been determined by the Board to be an "Associated Company" under these Rules. The company or entity will cease to be an Associated Company (and therefore will cease to be an IPH Group Member) if no IPH Group Member has an interest in it (unless the Board otherwise determines) or if the Board determines that it should no longer be an "Associated Company" under these Rules;

ASX means the Australian Securities Exchange;

Award Date in respect of an Award means the date of an Award grant as specified in the Award Terms;

Award Terms means the terms and conditions applicable to an Award, as determined by the Board and set out in the notice provided under Rule 4;

Awards means any type of award granted to a Participant pursuant to these Rules and **Award** has a corresponding meaning;

Board means the board of directors of IPH;

Business Day means a day on which trading banks are open for business in Sydney, Australia excluding a Saturday, Sunday and public holiday in Sydney, Australia;

Change of Control means:

- (a) a transaction resulting in a person (alone or together with their associates) holding a Relevant Interest in 50% or more of all issued Shares;

- (b) a transaction resulting in a person (alone or together with their associates) holding a Relevant Interest in securities enabling that person (alone or together with their associates) to exercise 50% or more of the votes which may be cast at a general meeting of IPH; or
- (c) a transaction resulting in a person (alone or together with their associates) being able to control the appointment of a majority of the Board,

but does not include an internal reorganisation of IPH where the owners of the shares in the entity resulting from the reorganisation are substantially the same as the holders of Shares immediately prior to the reorganisation (and in substantially the same proportions) and the reorganisation is not intended to affect the ultimate control of the IPH business.

Corporations Act means the Corporations Act 2001 (Cth);

Early Vesting Date means (as applicable):

- (a) any date for vesting of Awards that precedes the original Vesting Date that is determined to apply to any Award by the Board in its discretion in accordance with Rule 8.1; or
- (b) the date of a Change of Control;

Event means:

- (a) a Takeover Bid is made for IPH and the Board resolves to recommend the bid to Shareholders of IPH;
- (b) a court convenes a meeting of Shareholders to be held to vote on a proposed scheme of arrangement pursuant to which control of the majority of the Shares in IPH may change;
- (c) a notice is sent to Shareholders of IP proposing a resolution for the winding up of IPH; or
- (d) any transaction or event is proposed that, in the opinion of the Board, may result in a person becoming entitled to exercise control over IPH.

Each Event is a separate event that allows the Board to exercise its discretion.

IPH means IPH Limited (ACN 169 015 838);

IPH Group means IPH, each Subsidiary or other controlled entity of IPH from time to time and the Associated Companies from time to time and **IPH Group Member** means any one of them;

Participant means an individual who has been granted Awards under Rule 4;

Plan means the IPH Long Term Incentive Plan as constituted by these Rules;

Relevant Interest has the meaning given in the Corporations Act and a person will be deemed to have acquired a Relevant Interest in securities for the purposes of these Rules if that person would be taken to have acquired a Relevant Interest in those securities under the Corporations Act;

Rules means the rules of the Plan set out in this document;

Share means one fully paid ordinary share in IPH;

Subsidiary has the meaning given to that term in the Corporations Act;

Takeover Bid has the meaning given in the Corporations Act; and

Vesting Date for an Award means the date for vesting of the Award as specified in the Award Terms.

28. Interpretation

In these Rules, headings and boldings are for convenience only and do not affect the interpretation of these Rules and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in these Rules have a corresponding meaning;
- (d) a reference to a clause is a reference to a clause in these Rules;
- (e) a reference to a statute, regulation, proclamation or by-laws includes all statutes, regulations, proclamations or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (f) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (g) a right to make a decision or determination or exercise a power is a right to make that decision or determination or exercise that power from time to time and the person on whom the right to make that decision or determination or exercise that power may, in the exercise of that right, make different decisions or determinations or exercise that power differently from time to time;
- (h) a reference to a body (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another bodyis a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (i) a reference to **including** is a reference to **including without limitation**; and
- (j) reference in these Rules to amounts, payments, cash payments, values and benefits are denominated in Australian dollars and a reference to AUD is a reference to Australian dollars a reference to "associates" has the meaning given to that expression in the Corporations Act.

Annexure C

Corporate governance statement

IPH Limited

IPH Limited (ACN 169 015 838) (Company)

Corporate Governance Statement

This Corporate Governance Statement sets out the Company's current compliance with the ASX Corporate Governance Council's 3rd edition Corporate Governance Principles and Recommendations (**Recommendations**). The Recommendations are not mandatory. However, the Company will be required to provide a statement in future annual reports disclosing the extent to which the Company has followed the Recommendations.

	Recommendations	Compliance	Comment
1.	Lay solid foundations for management and oversight		
1.1	A listed entity should disclose: the respective roles and responsibilities of its Board and management; and those matters expressly reserved to the Board and those delegated to management.	Complies	The Company's Board Charter sets out the specific responsibilities of the Board and management.
1.2	A listed entity should: (a) undertake appropriate checks before appointing a person, or putting forward to security holders a candidate for election, as a director; and (b) provide security holders with all material information in its possession relevant to a decision on whether or not to elect or re-elect a director.	Complies / will comply	The Company currently undertakes appropriate checks before appointing a person as a director of the Company. It is the responsibility of the Nomination and Remuneration Committee for assessing the necessary and desirable competencies of directors and engaging external consultants to assist in the selection process. The Company will provide security holders with all material information in its possession relevant to a decision on whether or not to elect or re-elect a director.
1.3	A listed entity should have a written agreement with each director and senior executive setting out the terms of their appointment.	Complies	The Company's Board Charter states that a new director will receive a formal letter of appointment. See Section 6.4.2.2 of the Prospectus for current arrangements.

	Recommendations	Compliance	Comment
1.4	The company secretary of a listed entity should be accountable directly to the Board, through the chair, on all matters to do with the proper functioning of the Board.	Complies / will comply	The Company's secretary will be accountable directly to the Board, through the chair, on all matters to do with the proper functioning of the Board.
1.5	<p>A listed entity should:</p> <p>(a) have a diversity policy which includes requirements for the Board or a relevant committee of the Board to set measurable objectives for achieving gender diversity and to assess annually both the objectives and the entity's progress in achieving them;</p> <p>(b) disclose that policy or a summary of it; and</p> <p>(c) disclose as at the end of each reporting period the measurable objectives for achieving gender diversity set by the Board or a relevant committee of the Board in accordance with the entity's diversity policy and its progress towards achieving them, and either:</p> <p>(1) the respective proportions of men and women on the Board, in senior executive positions and across the whole organisation (including how the entity has defined "senior executive" for these purposes); or</p> <p>(2) if the entity is a "relevant employer" under the Workplace Gender Equality Act, the entity's most recent "Gender Equality Indicators", as defined in and published under that Act.</p>	Complies / will comply	<p>The Company has a Diversity Policy.</p> <p>The Board is responsible for and will develop measurable objectives and strategies to meet the objectives of the Diversity Policy (Measurable Objectives) and monitoring the progress of the Measurable Objectives through the monitoring, evaluation and reporting mechanisms listed in the Diversity Policy.</p> <p>The Diversity Policy will be disclosed on the Company website.</p> <p>The Board will include the Measurable Objectives (if any) set by the Board and progress against the Measurable Objectives in the Annual Report each year.</p>
1.6	<p>A listed entity should:</p> <p>(a) have and disclose a process for periodically</p>	Complies	The Company's Board Policy requires the Board to be responsible for the evaluation of its performance and its individual directors and executives.

	Recommendations	Compliance	Comment
	<p>evaluating the performance of the Board, its committees and individual directors; and</p> <p>(b) disclose, in relation to each reporting period, whether a performance evaluation was undertaken in the reporting period in accordance with that process.</p>		
1.7	<p>A listed entity should:</p> <p>(a) have and disclose a process for periodically evaluating the performance of its senior executives; and</p> <p>(b) disclose, in relation to each reporting period, whether a performance evaluation was undertaken in the reporting period in accordance with that process.</p>	Complies	See 1.6 above.
2.	Structure of the Board to add value		
2.1	<p>The Board of a listed entity should:</p> <p>(a) have a nomination committee which:</p> <p>(1) has at least three members, a majority of whom are independent directors; and</p> <p>(2) is chaired by an independent director, and disclose:</p> <p>(3) the charter of the committee;</p> <p>(4) the members of the committee; and</p> <p>(5) as at the end of each reporting period, the</p>	Complies / will comply	<p>Due to the size and nature of the Company the Board has combined a remuneration and nomination committee (see Prospectus section 6.5.5).</p> <p>The committee has four non-executive directors as members, all of whom are independent. John Atkin is the chairman of the committee.</p> <p>The committee will meet as often as required by the Remuneration and Nomination Committee Charter.</p> <p>A copy of the Remuneration and Nomination Committee Charter will be disclosed on the Company's website.</p>

	Recommendations	Compliance	Comment
	<p>number of times the committee met throughout the period and the individual attendances of the members at those meetings; or</p> <p>(b) if it does not have a nomination committee, disclose that fact and the processes it employs to address Board succession issues and to ensure that the Board has the appropriate balance of skills, knowledge, experience, independence and diversity to enable it to discharge its duties and responsibilities effectively.</p>		
2.2	A listed entity should have and disclose a Board skills matrix setting out the mix of skills and diversity that the Board currently has or is looking to achieve in its membership.	Complies	See Section 6.1 of the Prospectus which discloses the skills and diversity of the Company's Board members.
2.3	<p>A listed entity should disclose:</p> <p>(a) the names of the directors considered by the Board to be independent directors;</p> <p>(b) if a director has an interest, position, association or relationship of the type described in Box 2.3 of the Corporate Governance Principles and Recommendations but the Board is of the opinion that it does not compromise the independence of the director, the nature of the interest, position, association or relationship in question and an explanation of why the Board is of that opinion; and</p> <p>(c) the length of service of each director.</p>	Complies	See Section 6 of the Prospectus which discloses the names of the directors that the Board considers to be independent, the interests of each director and the length of service of each director.

	Recommendations	Compliance	Comment
2.4	A majority of the Board of a listed entity should be independent directors.	Complies	A majority of the Board is independent.
2.5	The chair of the Board of a listed entity should be an independent director and, in particular, should not be the same person as the CEO of the entity.	Complies	See Section 6 of the Prospectus, the Chair is independent and is not the same person as the Managing Director (CEO).
2.6	A listed entity should have a program for inducting new directors and provide appropriate professional development opportunities for directors to develop and maintain the skills and knowledge needed to perform their role as directors effectively.	Complies	The Company's Nomination and Remuneration Committee Charter provides that the Nomination and Remuneration Committee is responsible for induction of and information for new directors.
3.	Act ethically and responsibly		
3.1	A listed entity should: (a) have a code of conduct for its directors, senior executives and employees; and (b) disclose that code or a summary of it.	Complies	The Company has adopted a formal Code of Ethics and Professional Conduct (see section 6.5.10 of the Prospectus) The Company requires all its directors to comply with the standards of behavior and business ethics in accordance with the code of conduct. These include acting honestly and with integrity and fairness in all dealings. The Code of Ethics and Professional Conduct will be available on the Company's website.
4.	Safeguard integrity in corporate reporting		
4.1	The Board of a listed entity should: (a) have an audit committee which: (1) has at least three members, all of whom are non-executive directors and a majority of whom are independent directors; and (2) is chaired by an independent director, who is	Complies	The Board has established an audit committee (see section 6.5.4 of the Prospectus) which has four non-executive directors as members, all of whom are independent. The chair of the committee, Robin Low, is independent. The board has adopted an Audit Committee Charter The relevant qualifications and experience of the members is set out in the Prospectus, Section 6.1.

	Recommendations	Compliance	Comment
	<p>not the chair of the Board, and disclose:</p> <p>(3) the charter of the committee;</p> <p>(4) the relevant qualifications and experience of the members of the committee; and</p> <p>(5) in relation to each reporting period, the number of times the committee met throughout the period and the individual attendances of the members at those meetings; or</p> <p>(b) if it does not have an audit committee, disclose that fact and the processes it employs that independently verify and safeguard the integrity of its corporate reporting, including the processes for the appointment and removal of the external auditor and the rotation of the audit engagement partner.</p>		<p>At the end of each reporting period the Board will report on the number of times the committee met throughout the period and the individual attendances of the members at those meetings.</p> <p>The Audit Committee Charter will be available on the Company's website.</p>
4.2	<p>The Board of a listed entity should, before it approves the entity's financial statements for a financial period, receive from its CEO and CFO a declaration that, in their opinion, the financial records of the entity have been properly maintained and that the financial statements comply with the appropriate accounting standards and give a true and fair view of the financial position and performance of the entity and that the opinion has been formed on the basis of a sound system of risk management and internal control which is operating effectively.</p>	Will comply	<p>The Board Charter of the Company states that where the Board approves the half-year and full-year financial statements, the managing director (together with the CFO) must provide the Board with a written declaration that in their opinion, the financial records of the Company have been properly maintained, give a true and fair view of the financial position and performance of the Company and the declaration is founded on a sound system of risk management and internal control, which, in all material respects, implements the policies adopted by the Board.</p> <p>The Company's Board Charter will be available on the Company's website.</p>
4.3	<p>A listed entity that has an AGM should ensure that its external auditor attends its AGM and is available to answer questions from security holders relevant to the audit.</p>	Will comply	<p>The Company's external auditor and will attend the AGM and will be available to answer questions from security holders relevant to the audit at the annual general meetings.</p>

	Recommendations	Compliance	Comment
5.	Make timely and balanced disclosure		
5.1	<p>A listed entity should:</p> <p>(a) have a written policy for complying with its continuous disclosure obligations under the Listing Rules; and</p> <p>(b) disclose that policy or a summary of it.</p>	Complies	The Company has a written policy for complying with its continuous obligations under the Listing Rules. The Company will make this policy publicly available on its website.
6.	Respect the rights of security holders		
6.1	A listed entity should provide information about itself and its governance to investors via its website.	Complies	The Company's website contains information about the Company and its governance (http://www.iphltd.com.au/)
6.2	A listed entity should design and implement an investor relations program to facilitate effective two-way communication with investors.	Complies	<p>The Company has a written policy for its investor relations. The Company will make this policy publicly available on its website.</p> <p>Contact details are also included in the Corporate Directory in the Prospectus.</p>
6.3	A listed entity should disclose the policies and processes it has in place to facilitate and encourage participation at meetings of security holders.	Complies	See 6.2 above.
6.4	A listed entity should give security holders the option to receive communications from, and send communications to, the entity and its security registry electronically.	Will Comply	See 6.2 above.
7.	Recognise and manage risk		
7.1	<p>The Board of a listed entity should:</p> <p>(a) have a committee or committees to oversee risk, each of which:</p> <p>(1) has at least three members, a majority of</p>	Complies / will comply	Due to the size and nature of the Company, the Board has not established a risk committee. As set out in the Board Charter, risk management, and reviewing at least annually, the effectiveness of the Company's risk management system and internal control framework will be the responsibility of the Board as a whole.

	Recommendations	Compliance	Comment
	<p>whom are independent directors; and</p> <p>(2) is chaired by an independent director, and disclose:</p> <p>(3) the charter of the committee;</p> <p>(4) the members of the committee; and</p> <p>(5) as at the end of each reporting period, the number of times the committee met throughout the period and the individual attendances of the members at those meetings; or</p> <p>(b) if it does not have a risk committee or committees that satisfy (a) above, disclose that fact and the processes it employs for overseeing the entity's risk management framework.</p>		<p>See section 6.5.6 of the Prospectus.</p> <p>At the end of each reporting period the Company will disclose the number of times the committee met throughout the period and the individual attendances of the members at those meetings.</p>
7.2	<p>The Board or a committee of the Board should:</p> <p>(a) review the entity's risk management framework at least annually to satisfy itself that it continues to be sound; and</p> <p>(b) disclose, in relation to each reporting period, whether such a review has taken place.</p>	Will comply	Refer to 7.1.
7.3	<p>A listed entity should disclose:</p> <p>(a) if it has an internal audit function, how the function is structured and what role it performs; or</p> <p>(b) if it does not have an internal audit function, that fact and the processes it employs for evaluating</p>	Will comply	Management is responsible for the preparation, presentation and integrity of the Company's financial information and other information provided to the Audit Committee. Management is also responsible for implementing, managing and maintaining appropriate enterprise-wide accounting, financial reporting and financial management strategies, systems, policies and processes, reporting protocols and internal controls that are designed to ensure compliance with

	Recommendations	Compliance	Comment
	and continually improving the effectiveness of its risk management and internal control processes.		applicable accounting standards, laws and regulations. The Audit Committee is responsible for the review and monitoring of financial reporting, audit and financial managements strategies, systems, policies and processes implemented, and reported on, by management and will consider the need for internal audit.
7.4	A listed entity should disclose whether it has any material exposure to economic, environmental and social sustainability risks and, if it does, how it manages or intends to manage those risks.	Complies	See Section 4 of the Prospectus.
8.	Remunerate fairly and responsibly		
8.1	<p>The Board of a listed entity should:</p> <p>(a) have a remuneration committee which:</p> <p>(1) has at least three members, a majority of whom are independent directors; and</p> <p>(2) is chaired by an independent director, and disclose:</p> <p>(3) the charter of the committee;</p> <p>(4) the members of the committee; and</p> <p>(5) as at the end of each reporting period, the number of times the committee met throughout the period and the individual attendances of the members at those meetings; or</p> <p>(b) if it does not have a remuneration committee, disclose that fact and the processes it employs for</p>	Complies	<p>See Section 6.5.5 of the Prospectus – the Board has a nomination and remuneration committee which has four non-executive director members, all of whom are independent. The chair of the committee, John Atkin, is independent.</p> <p>The Company's nomination and remuneration committee charter will be available on the Company's website.</p> <p>The relevant qualifications and experience of the members is set out in the Prospectus, Section 6.1.</p> <p>At the end of each reporting period the Board will report on the number of times the committee met throughout the period and the individual attendances of the members at those meetings.</p>

	Recommendations	Compliance	Comment
	setting the level and composition of remuneration for directors and senior executives and ensuring that such remuneration is appropriate and not excessive.		
8.2	A listed entity should separately disclose its policies and practices regarding the remuneration of non-executive directors and the remuneration of executive directors and other senior executives.	Complies	See Section 6.4.2 of the Prospectus which sets out the remuneration of executive and non-executive directors and the policies applicable to those.
8.3	A listed entity which has an equity-based remuneration scheme should: <ul style="list-style-type: none"> (a) have a policy on whether participants are permitted to enter into transactions (whether through the use of derivatives or otherwise) which limit the economic risk of participating in the scheme; and (b) disclose that policy or a summary of it. 	Complies	The Company has adopted a hedging and margin loan policy. The hedging and margin loan policy will be made available on the Company's website.

Annexure D
Share trading policy

IPH Limited

Share Trading Policy

IPH Limited

ACN 169 015 838

Share Trading Policy

1. Policy

The Board has established the following policy to apply to trading in the Company's shares on ASX. The Share Trading Policy applies to those persons defined below as "*Restricted Persons*" of the Company. Restricted Persons to whom the Share Trading Policy applies must restrict their buying and selling of Company's shares within the Company trading window established by the Share Trading Policy. Any breach of this Share Trading Policy will be regarded as serious and will be subject to appropriate sanctions.

2. Executive Restrictions on Trading

This Share Trading Policy and the restrictions on trading in the Company's shares set out below applies to the following representatives of the Company (**Restricted Persons**):

- (a) the Board;
- (b) directors and company secretary of any subsidiary of the Company;
- (c) any person who is entitled to receive equity performance rights and/or options as part of any equity incentive based scheme of the Company;
- (d) any Executives(including all the principals of Spruson and Ferguson or any other professional practice which is owned by the Group from time to time); and
- (e) the Company Secretary.

The Restricted Persons are only permitted to trade in the Company's shares at certain times of the year. Restrictions also apply where any Restricted Person is exposed to "Inside Information" (as defined below) in the course of their duties.

3. Associated Parties

Each Restricted Person has a personal responsibility to ensure that his or her "associated parties" (being immediate family (including a spouse (or equivalent) or dependent), family company or trust) complies with the same respective restrictions as apply to Restricted Person.

4. Prohibition on Insider Trading

All Restricted Persons are prohibited from trading in the Company's shares while in possession of inside information of the Company. Inside information is information that is:

- (a) not generally available (including information that the Company has not disclosed to the market in accordance with the Continuous Disclosure Policy); and
- (b) if the information was generally available, would have a material effect on the price or value of the Company's shares,

(Inside Information).

Generally, the Corporations Act prohibits a person who is in possession of Inside Information from using that information to trade in shares. The Corporations Act imposes severe civil and criminal penalties on individuals and corporations who conduct insider trading activities.

This prohibition extends to procuring another person to deal, or, communicating the Inside Information to another person, if the person knows or ought reasonably to know, that the other person would, or would be likely to, deal in the shares in question or procure another person to do so.

A Restricted Person in possession of Inside Information about the Company has a duty to keep that information confidential and must not in any way disclose or communicate that information to any person.

5. Trading Windows

Subject to the overriding prohibition on dealing when a person is in possession of Inside Information and subject to prior notification in accordance with clause 7, Restricted Persons and their associated parties are permitted to deal in the Company's shares during the following periods (**Trading Windows**):

- (a) each period commencing one trading day after the Company releases its annual financial statements to ASX and ending four weeks later;
- (b) each period commencing one trading day after the Company releases its half-yearly financial statements to ASX and ending four weeks later.

6. Board of Directors' discretion

The Board has an absolute discretion to place an embargo on Restricted Persons and/or employees and/or their respective associated parties trading in the Company's shares or limit the Trading Windows at any time.

7. Notification rules in relation to dealing in shares

Restricted Persons are required to notify the Company of intended dealings in the Company's shares, by themselves or their associated parties, prior to such intended dealings. This should be done by written notice to the Company Secretary outlining:

- (a) name of Shareholder;
- (b) type of proposed transaction (purchase, sale, etc.); and
- (c) number of shares involved.

The Company Secretary will confer with the Chairman in relation to any proposed dealing.

The Chairman and the Company Secretary will keep a written record of any information received from an Employee (including a Restricted Person) in connection with the Share Trading Policy and any clearance or refusal to grant clearance given under this Share Trading Policy.

8. Directors to notify ASX of shareholding

The Directors are required to complete necessary forms to be filed with ASX in respect of their shareholding in the Company for the purposes of section 205G of the Corporations Act and the Listing Rules.

All Directors have, and new Directors will, enter into a Director disclosure agreement with the Company (as set out in Guidance Note 22 of the Listing Rules). The Company Secretary will maintain records of signed copies of these Director disclosure agreements.

9. Exceptional Circumstances

Where, in exceptional circumstances, and it is the only reasonable course of action available to a Restricted Person (e.g. a pressing financial commitment that cannot be satisfied otherwise) clearance may be given for the Restricted Person to sell (but not to purchase) shares in the Company when that person would otherwise be prohibited from doing so. In this section 9, "*exceptional circumstances*" means severe financial hardship, a court order (or court enforceable undertaking), or some other overriding legal or regulatory requirement, to transfer or sell shares in the Company, or other

circumstances that may be deemed exceptional by the Chairman. For example, a Restricted Person may be in severe financial hardship if he or she has a pressing financial commitment that cannot otherwise be satisfied.

The Chairman may not give clearance under the exception in section 9 if the Restricted Person is in possession of inside information in relation to shares in the Company.

The Chairman will decide if circumstances are exceptional.

Any clearance given by the Chairman in accordance with section 9 must be in writing (which may be in the form of an email). The Chairman must determine, and specify in the written clearance, the maximum duration of the clearance.

10. Trading not subject to this Share Trading Policy

The following dealings are not subject to the provisions of this Share Trading Policy in respect of the Company:

- (a) undertakings or elections to take up entitlements under a rights issue or other offer (including an offer of shares in lieu of a cash dividend);
- (b) the take up of entitlements under a rights issue or other offer (including an offer of shares in lieu of a cash dividend);
- (c) allowing entitlements to lapse under a rights issue or other offer (including an offer of shares in lieu of a cash dividend);
- (d) the sale of entitlements under a renounceable rights issue or other offer;
- (e) undertakings to accept, or the acceptance of, a takeover offer or pursuant to a scheme of arrangement implemented in accordance with section 411 of the Corporations Act;
- (f) transfer of shares arising out of the operation of an employee scheme into a savings scheme investing only in securities of the Company following:
 - (i) the exercise of an option under a savings related share option scheme; or
 - (ii) release of shares from a profit sharing scheme;
- (g) the cancellation or surrender of an option under an employee share scheme;
- (h) the purchase of shares or the communication of information pursuant to a requirement imposed by law;
- (i) transfers of shares by an independent trustee of an employee share scheme to a beneficiary who is not a Restricted Person;
- (j) bona fide gifts to a Director by a third party;
- (k) transfers of shares already held in a superannuation fund or other saving scheme in which the Restricted Person is a beneficiary;
- (l) an investment in, or trading in units of, a fund or other scheme (other than a scheme only investing in the shares of the Company) where the assets of the fund or other scheme are invested at the discretion of a third party;
- (m) where a Restricted Person is a trustee, trading in the shares of the Company by that trust provided the Restricted Person is not a beneficiary of the trust and any decision to trade during a Blackout Period is made by the other trustees or by the investment managers independently of the Restricted Person; and

- (n) trading under an offer or invitation made to all or most of the Shareholders, such as, a rights issue, a share purchase plan, a dividend or distribution reinvestment plan and an equal access buy-back, where the plan that determines the timing and structure of the offer has been approved by the Board. This includes decisions relating to whether or not to take up the entitlements and the sale of entitlements required to provide for the take up of the balance of entitlements under a renounceable pro rata issue.