ipernica

4 January 2011

The Company Announcements Office
Australian Stock Exchange Limited
Level 10 Exchange Centre
20 Bond Street
Sydney NSW 2000

By: e-lodgement

Dear Sirs

SECURITIES TRADING POLICY

Please find attached the Securities Trading Policy for ipernica ltd pursuant to listing rule 12.9.

Yours faithfully

Mark Maitland
Company Secretary

POLICY STATEMENT

This document sets out our company policy in relation to Securities Dealing, as applicable to ipernica Limited and its related companies (referred to in this document as the 'ipernica Group').

GLOSSARY OF TERMS

Associates include:

- a spouse or cohabitee;
- children under 18;
- private companies;
- private/family trusts;
- self-managed superannuation funds;
- partnership; and
- anyone else over whom a member of ipernica staff has any influence (whether through a business or personal relationship) in relation to their financial or business affairs.

Prohibited Period means:

i. any Closed Period; or
ii. additional periods when any ipernica Group company's key management personnel are prohibited from trading, which are imposed by the company from time to time when the company is considering matters which are subject to Listing Rule 3.1A.

Closed Period means fixed periods specified in the Securities Dealing policy when any ipernica Group company's key management personnel are prohibited from trading in the company's securities.

Managing Director refers to the Managing Director of ipernica ltd or the Managing Director/Chief Executive Officer of any of its subsidiaries, whichever is the most appropriate.

Material non-public information (or inside information) means information which:

- is not generally available; and
- if it were generally available would be likely to have a material effect on the price or value of the securities of a body corporate.

ipernica Group means ipernica Limited and its related companies.

ipernica Staff means all staff of the ipernica Group. This includes:

- directors
- full-time and part-time permanent staff;
- temporary employees;
- work experience personnel;
- consultants; and
- contractors.

Securities Transactions means any dealings by ipernica Staff and Associates of ipernica Staff in the following types of securities:

- shares in ipernica ltd;
- options issued by ipernica ltd; and
- convertible notes in ipernica ltd.

1. PURPOSE OF THE POLICY

The nature of our work means that we must be particularly careful when handling information and considering dealing in securities in a personal capacity. For example, the *Corporations Act 2001* prohibits trading in securities while possessing inside information which is not generally available to the public. This is a legal responsibility which cannot be altered or avoided by any policy which ipernica may issue.

As a publicly listed company, part of ipernica's compliance process requires employees to be aware of their responsibilities and ensure that, as far as is reasonably possible, all employees comply with their legal obligations. This Policy aims to ensure that you avoid the difficulties you may face, particularly those relating to conflicts of interest and insider dealing. This policy should be read in conjunction with other ipernica policies and applies to all staff of the ipernica Group as well the Associates of ipernica Staff.

2. DEALINGS IN SECURITIES

2.1 Pre-Authorisation of Personal Securities Transactions

Each Securities Transaction must be authorised in writing by the Managing Director (or in the Managing Director's absence, the Company Secretary) prior to the execution of any transaction.

A copy of the Securities Dealing Authorisation Form is attached to this to this Policy.

2.2 Prohibited Periods

Dealing in the Company's securities during a prohibited period is expressly prohibited except in specific circumstances as outlined in 2.3 and 2.4.

2.3 Exceptional Circumstances

The following are permitted exceptions to the prohibition outlined in 2.2:

i. Where the trading does not result in a change in the beneficial interest of the securities;
ii. Where the restricted party has no control or influence with respect to the trading decisions;
iii. Where the trading occurs under an offer to all or most of the security holders in the Company; and

iv. Where the exercise (but not the sale of securities following exercise) of an option or a right under an employee incentive scheme, or the conversion if a convertible security.

2.4 Other Exceptional Circumstances

Prior written clearance to sell or otherwise dispose of the securities of the company during a prohibited period may be given where the relevant person is in severe financial hardship or there are other exceptional circumstances.

A person may be in severe financial hardship if he or she has a pressing financial commitment that cannot be satisfied otherwise than by selling the relevant securities of the company.

Prior written approval can only be given by the Managing Director or, in the case of a request by the Managing Director, by the chairman of the board of directors.

2.5 Closed Periods

The following periods are Closed Periods for the purpose of this policy:

i. Within one month plus one day before the release to the ASX of any quarterly report;
ii. During the period from the end of a financial year until the release to the ASX of the results for that year; and
iii. During the period from the end of the first half of a financial year until the release to the ASX of the results for that half-year.

2.6 Discretionary Arrangements

As an ipernica Staff member, where you or your Associates have entered into formal arrangements for a third party (such as a stock broker) to manage your investments on a completely discretionary basis, the third party should be notified in writing that investing in ipernica stock on your or your Associate's behalf will be subject to strict compliance with this policy and therefore any buy/sell discretion granted will not extend to buying or selling ipernica stock.

2.7 Prohibited Dealings

a. Conflicts of Interest

You must not undertake any Securities Transaction at a time or in a manner where you know or might reasonably believe your dealings might have a direct adverse effect on the interests of companies in the ipernica Group.

The preservation of confidential information is fundamental to good business practice.

b. Inside Information

If you become aware of Material non-public information which is likely to have a material effect on the price of securities of an ipernica Group Company:

- You must not engage in a Securities Transaction ;
- You must not procure another person to engage in a Securities Transaction; and
- You must not communicate the Material non-public information.

These rules are intended to supplement the requirements of the 'insider trading' provisions of the Corporations Law.

Penalties for the breach of insider trading provisions of the Corporations Law extend to <u>fines of up to $220,000) and/or 5 years imprisonment.</u>

Please note that while ipernica Staff and their Associates are generally free to deal in securities in other listed companies with which the ipernica Group may be dealing, the *Corporations Act* would prohibit such dealings where the ipernica Staff member possesses "inside information" in relation to that other company.

c. Embargoed Stocks

You must not deal in embargoed stocks. Where appropriate, a written communication will be issued implementing the embargo and a further written communication will be issued to staff when the embargo is lifted. However, as outlined further below (see section 4), on many occasions it will not be appropriate to publicise an embargo. In these cases, the Managing Director will advise of the embargo on a case-by-case basis to those staff who have indicated in a Securities dealing Authorisation Form that they wish to deal in the embargoed stock.

It is, therefore of crucial importance that you forward your Securities Dealing Authorisation Form to the Managing Director <u>before</u> you deal, otherwise you might be required to cancel or reverse your dealing.

d. Confidential Information

You are reminded that you are bound by the confidentiality and disclosure of information undertakings you may have signed on commencing your employment or contract with ipernica. The obligations set out in this undertaking continue even after you cease your employment or contract with the ipernica Group.

The confidentiality undertaking also applies to the communication of information within ipernica. The general rule in relation to the communication of such confidential information within ipernica and/or to external lawyers, auditors etc, is that communication should only occur where the person to which the information is being provided:

- has a legitimate need to know the information in order to carry out their duties within ipernica;
- has no duties or responsibilities, or is privy to other confidential information, which might give rise to a conflict of interest between the client and ipernica; and
- the client has expressly or impliedly consented to the disclosure.

You should avoid not only communicating information to anyone, but also advising or "tipping" or procuring another person to carry out a certain course of action on the basis of confidential or inside information, even if the information itself is not revealed.

3 CONTRACT WITH IPERNICA

3.1 Part of Employment Contract

These procedures form part of your contract of employment with the ipernica Group. These procedures are deemed to be incorporated into the contract of employment of existing staff. If you are a new member of staff you will be asked to sign an undertaking which:

- confirms that you have read and understood these procedures;
- confirms that you will observe the detail and the spirit of these procedures (as they may be amended from time to time); and
- provides certain information in connection with dealings in securities.

3.2 Contractors

If you are a new contractor with the ipernica Group you may be asked to sign a document which acknowledges that you are aware that:

(a) ipernica is a publicly listed company;

(b) you may receive sensitive information in the course of your engagement; and

(c) you are aware of the laws against insider trading;

3.3 Consequences of Breach

A breach of these procedures or the spirit of the procedures may constitute a breach of your contract of employment or contract for services. It may, in circumstances of serious breach, result in proceedings to terminate your contract. Any attempt to evade these procedures will also be regarded seriously.

You should also note that misuse of any Material non-public information you may acquire during the course of your employment or contract with ipernica may also constitute a criminal offence under the Corporations Law (attracting significant fines and/or imprisonment).

3.4 Co-operation with ipernica and third parties

If it is necessary for ipernica to make any enquiries in relation to securities dealings, you must cooperate in relation to these enquiries and you must ensure that your Associates do likewise. This may include a request for you to provide information concerning your dealings to ipernica or to a regulator such as the ASIC, the ASX or the SFE. If you or your Associates fail to cooperate in relation to these enquiries, it may constitute a breach of your contract of employment or contract for services.

4 CHANGES TO POLICY

These procedures may be changed from time to time without specific notice to you. Any changes to these procedures will be incorporated into your contract of employment or contract for services.

5 WHO TO CONTACT

The Managing Director is responsible for monitoring and maintaining these Securities Dealing procedures.

6 SUMMARY OF PRINCIPAL RULES

6.1 Generally

ipernica staff (and Associates) must comply with the ipernica Securities Dealing Policy at all times.

There are four principal rules:

(a) Members of staff must obtain permission of the Managing Director (or in the Managing Director's absence, the Company Secretary) before a dealing by the staff member or his or her Associates transpires.

(b) Ipernica Staff and Associates may not enter into Securities Transactions during a Prohibited Period except under certain circumstances as outlined in the policy.

(c) Members of staff may not deal, nor may they procure anyone else to deal, where:
- a conflict of interest exists;
- they are in possession of Material non-public (ie, inside) information;

(d) Members of staff must not pass on any Material non-public (ie, 'inside') or confidential information to non employees.

6.2 Pre-dealing

Before you deal you must comply with the following:

(a) Complete a copy of the attached Securities Dealing Authorisation Form (provided below) and forward to the Managing Director.

(b) Obtain authorisation to deal from the Managing Director.

It is essential that the form is provided to the Managing Director before dealing so that the Managing Director has the opportunity to consider your dealings in light of any unannounced matters.

6.3 Penalties for Breach

In addition to the penalties associated with breaching the law, a breach of these procedures or the spirit of the procedures may constitute a breach of your contract of employment or contract for services. It may, in circumstances of serious breach, result in proceedings to terminate your contract. Any attempt to evade these procedures will also be regarded seriously.

ipernica SECURITIES DEALING AUTHORISATION FORM

To: **Managing Director**

Staff Member :	Date:
Department:	Telephone Number:
Name of Associate: *(if appropriate)*	Relationship of Associate:

Stock	Quantity or Value	Buy/Sell	Broker

I declare that I have complied with, and agree to be bound by, the ipernica Securities Dealing & Embargo Policy, including those rules relating to conflicts of interest, insider trading and appropriate handling of confidential information.

Signature of Staff Member: …………………………………………

Authorised by: …………………………………………

Date Authorised: …………………………………………

This authorisation is valid for a period of 3 business days from the Date Authorised, unless otherwise notified.

FOR COMPLIANCE USE ONLY:

Reviewed by Compliance:	*Initials:*	*Deal No:*