

Appendix 3B

New issue announcement, application for quotation of additional securities and agreement

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 01/07/96 Origin: Appendix 5 Amended 01/07/98, 01/09/99, 01/07/00, 30/09/01, 11/03/02, 01/01/03, 24/10/05, 01/08/12, 04/03/13

Name of entity

Infomedia Ltd

ABN

63 003 326 243

We (the entity) give ASX the following information.

Part 1 - All issues

You must complete the relevant sections (attach sheets if there is not enough space).

- | | | |
|---|---|---|
| 1 | +Class of +securities issued or to be issued | Performance Rights under the Infomedia Ltd Performance Rights & Option Plan and Executive Incentive Plan. |
| 2 | Number of +securities issued or to be issued (if known) or maximum number which may be issued | 826,000 Performance Rights |
| 3 | Principal terms of the +securities (e.g. if options, exercise price and expiry date; if partly paid +securities, the amount outstanding and due dates for payment; if +convertible securities, the conversion price and dates for conversion) | See the Annexure to this announcement, together with the terms described in this announcement. |

+ See chapter 19 for defined terms.

Appendix 3B

New issue announcement

<p>4 Do the ⁺securities rank equally in all respects from the ⁺issue date with an existing ⁺class of quoted ⁺securities?</p> <p>If the additional ⁺securities do not rank equally, please state:</p> <ul style="list-style-type: none"> • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment 	<p>No. Performance Rights are not quoted securities and do not rank equally with ordinary shares or any other class of quoted securities. Performance Rights do not confer a right to vote, a right to receive dividends or any other rights of a shareholder. Any ordinary share issued or transferred to the holder of a Performance Right upon vesting will rank equally from the date of allotment with other ordinary shares.</p>
<p>5 Issue price or consideration</p>	<p>The participants were not required to pay for the grant of the Performance Rights and for each Performance Right that vests, the eligible employees will be entitled to receive one share in the Company without payment.</p>
<p>6 Purpose of the issue (If issued as consideration for the acquisition of assets, clearly identify those assets)</p>	<p>Performance Rights are granted to eligible Company employees under the Infomedia Ltd Performance Rights & Option Plan and Executive Incentive Plan to link a component of employee remuneration to Company performance (representing “at-risk” remuneration) and as a retention strategy for key employees.</p>
<p>6a Is the entity an ⁺eligible entity that has obtained security holder approval under rule 7.1A?</p> <p>If Yes, complete sections 6b – 6h in relation to the ⁺securities the subject of this Appendix 3B, and comply with section 6i</p>	<p>No</p>
<p>6b The date the security holder resolution under rule 7.1A was passed</p>	<p>N/A</p>
<p>6c Number of ⁺securities issued without security holder approval under rule 7.1</p>	<p>N/A</p>

⁺ See chapter 19 for defined terms.

6d	Number of +securities issued with security holder approval under rule 7.1A	N/A	
6e	Number of +securities issued with security holder approval under rule 7.3, or another specific security holder approval (specify date of meeting)	N/A	
6f	Number of +securities issued under an exception in rule 7.2	N/A	
6g	If +securities issued under rule 7.1A, was issue price at least 75% of 15 day VWAP as calculated under rule 7.1A.3? Include the +issue date and both values. Include the source of the VWAP calculation.	N/A	
6h	If +securities were issued under rule 7.1A for non-cash consideration, state date on which valuation of consideration was released to ASX Market Announcements	N/A	
6i	Calculate the entity's remaining issue capacity under rule 7.1 and rule 7.1A – complete Annexure 1 and release to ASX Market Announcements	N/A	
7	+Issue dates Note: The issue date may be prescribed by ASX (refer to the definition of issue date in rule 19.12). For example, the issue date for a pro rata entitlement issue must comply with the applicable timetable in Appendix 7A. Cross reference: item 33 of Appendix 3B.	1 October 2015	
8	Number and +class of all +securities quoted on ASX (including the +securities in section 2 if applicable)	Number 309,240,187	+Class Ordinary

+ See chapter 19 for defined terms.

Appendix 3B
New issue announcement

	Number	+Class
9 Number and +class of all +securities not quoted on ASX (including the +securities in section 2 if applicable)	160,000	Employee options expire 01/02/2016 @ 28 cents
	500,000	Employee options expire 01/10/2016 @ 56.5 cents
	1,043,334	Employee options expire 01/10/2016 @ 56.5 cents
	508,939	Employee Performance Rights issued 1/10/2014
	826,000	Employee Performance Rights issued 1/10/2015
10 Dividend policy (in the case of a trust, distribution policy) on the increased capital (interests)	Performance Rights do not confer a right to receive dividends.	

Part 2 - Pro rata issue

11 Is security holder approval required?	N/A
12 Is the issue renounceable or non-renounceable?	N/A
13 Ratio in which the +securities will be offered	N/A
14 +Class of +securities to which the offer relates	N/A
15 +Record date to determine entitlements	N/A
16 Will holdings on different registers (or subregisters) be aggregated for calculating entitlements?	N/A
17 Policy for deciding entitlements in relation to fractions	N/A

+ See chapter 19 for defined terms.

18	Names of countries in which the entity has security holders who will not be sent new offer documents <small>Note: Security holders must be told how their entitlements are to be dealt with.</small> <small>Cross reference: rule 7.7.</small>	N/A
19	Closing date for receipt of acceptances or renunciations	N/A
20	Names of any underwriters	N/A
21	Amount of any underwriting fee or commission	N/A
22	Names of any brokers to the issue	N/A
23	Fee or commission payable to the broker to the issue	N/A
24	Amount of any handling fee payable to brokers who lodge acceptances or renunciations on behalf of security holders	N/A
25	If the issue is contingent on security holders' approval, the date of the meeting	N/A
26	Date entitlement and acceptance form and offer documents will be sent to persons entitled	N/A
27	If the entity has issued options, and the terms entitle option holders to participate on exercise, the date on which notices will be sent to option holders	N/A
28	Date rights trading will begin (if applicable)	N/A
29	Date rights trading will end (if applicable)	N/A
30	How do security holders sell their	N/A

+ See chapter 19 for defined terms.

Appendix 3B

New issue announcement

- entitlements *in full* through a broker?
- 31 How do security holders sell *part* of their entitlements through a broker and accept for the balance?
- 32 How do security holders dispose of their entitlements (except by sale through a broker)?
- 33 ⁺Issue date

Part 3 - Quotation of securities

You need only complete this section if you are applying for quotation of securities

- 34 Type of ⁺securities
(tick one)
- (a) ☐ ⁺Securities described in Part 1
- (b) ☐ All other ⁺securities
Example: restricted securities at the end of the escrowed period, partly paid securities that become fully paid, employee incentive share securities when restriction ends, securities issued on expiry or conversion of convertible securities

Entities that have ticked box 34(a)

Additional securities forming a new class of securities

Tick to indicate you are providing the information or documents

- 35 ☐ If the ⁺securities are ⁺equity securities, the names of the 20 largest holders of the additional ⁺securities, and the number and percentage of additional ⁺securities held by those holders
- 36 ☐ If the ⁺securities are ⁺equity securities, a distribution schedule of the additional ⁺securities setting out the number of holders in the categories
1 - 1,000
1,001 - 5,000
5,001 - 10,000
10,001 - 100,000
100,001 and over
- 37 ☐ A copy of any trust deed for the additional ⁺securities

Entities that have ticked box 34(b)

⁺ See chapter 19 for defined terms.

38	Number of +securities for which +quotation is sought	N/A					
39	+Class of +securities for which quotation is sought	N/A					
40	<p>Do the +securities rank equally in all respects from the +issue date with an existing +class of quoted +securities?</p> <p>If the additional +securities do not rank equally, please state:</p> <ul style="list-style-type: none"> • the date from which they do • the extent to which they participate for the next dividend, (in the case of a trust, distribution) or interest payment • the extent to which they do not rank equally, other than in relation to the next dividend, distribution or interest payment 	N/A					
41	<p>Reason for request for quotation now</p> <p><small>Example: In the case of restricted securities, end of restriction period</small></p> <p>(if issued upon conversion of another +security, clearly identify that other +security)</p>	N/A					
42	Number and +class of all +securities quoted on ASX (<i>including</i> the +securities in clause 38)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Number</th> <th style="text-align: left;">+Class</th> </tr> <tr> <td style="text-align: center; vertical-align: top;">N/A</td> <td></td> </tr> </table>	Number	+Class	N/A		
Number	+Class						
N/A							

+ See chapter 19 for defined terms.

Quotation agreement

1 +Quotation of our additional +securities is in ASX's absolute discretion. ASX may quote the +securities on any conditions it decides.

2 We warrant the following to ASX.

- The issue of the +securities to be quoted complies with the law and is not for an illegal purpose.
- There is no reason why those +securities should not be granted +quotation.
- An offer of the +securities for sale within 12 months after their issue will not require disclosure under section 707(3) or section 1012C(6) of the Corporations Act.

Note: An entity may need to obtain appropriate warranties from subscribers for the securities in order to be able to give this warranty

- Section 724 or section 1016E of the Corporations Act does not apply to any applications received by us in relation to any +securities to be quoted and that no-one has any right to return any +securities to be quoted under sections 737, 738 or 1016F of the Corporations Act at the time that we request that the +securities be quoted.
- If we are a trust, we warrant that no person has the right to return the +securities to be quoted under section 1019B of the Corporations Act at the time that we request that the +securities be quoted.

3 We will indemnify ASX to the fullest extent permitted by law in respect of any claim, action or expense arising from or connected with any breach of the warranties in this agreement.

4 We give ASX the information and documents required by this form. If any information or document is not available now, we will give it to ASX before +quotation of the +securities begins. We acknowledge that ASX is relying on the information and documents. We warrant that they are (will be) true and complete.



Sign here:
(Company secretary)

13 October 2015
Date:

Print name: Nick Georges

== == == == ==

+ See chapter 19 for defined terms.

Appendix 3B – Annexure

Principle Terms of the Infomedia Ltd Performance Rights & Option Plan and Executive Incentive Plan (Plan)

Plan Overview:	<p>The board of directors of the Company (Board) may, from time to time at its absolute discretion, grant Performance Rights to any employee of the Company or any of its related bodies corporate that the Board determines is eligible to participate in the Plan (Eligible Employees).</p> <p>A Performance Right confers on its holder the right to be issued a specified number of ordinary shares in the Company (Shares) subject to the fulfilment of all performance hurdles and other conditions (Vesting Conditions).</p> <p>It is anticipated that Performance Rights will be granted to Eligible Employees on an annual basis and attached to performance periods no less than three years each.</p>
2015 Performance Rights for senior managers:	<p>The Performance Rights issued to senior management on 1 October 2015 (Rights) automatically vest and exercise for nil consideration on satisfaction of the Vesting Conditions.</p> <p>The Vesting Conditions for the Rights are as follows:</p> <ol style="list-style-type: none"> 1) Testing Event 1: 50% of the Rights will vest on 1 October 2016 if: <ol style="list-style-type: none"> a) The holder remains employed by the Company on 1 October 2016; and b) Infomedia Ltd having achieved at least 5% constant currency growth in EBIT when comparing FY15 to FY16. 2) Testing Event 2: On 1 October 2017 any rights which did not vest under Testing Event 1 above will be re-tested and vest if the following test is met: <ol style="list-style-type: none"> a) The holder remains employed by the Company on 1 October 2017; and b) Infomedia Ltd having achieved at least 10% constant currency growth in EBIT when comparing FY15 to FY17. 3) Testing Event 3: On 1 October 2018 the balance of the Rights (including any Rights which did not vest under Testing Event 1 or Testing Event 2) shall vest if the following test is met: <ol style="list-style-type: none"> a) The holder remains employed by the Company on 1 October 2018; and b) Infomedia Ltd having achieved at least 15% constant currency growth in EBIT when comparing FY15 to FY18. <p>If some or all the Rights satisfy a Testing Event, the Rights will vest and the corresponding number IFM shares will be issued for no consideration.</p>

+ See chapter 19 for defined terms.

Appendix 3B
New issue announcement

	<p>If some or all of the Rights do not satisfy any of the above Testing Events, those Rights will automatically lapse and be forfeited.</p> <p>‘EBIT’ means the earnings before interest and tax but adjusted to exclude exchange rate fluctuations. It is an indicator of a company's profitability, calculated as revenue minus expenses, excluding tax and interest. For the purposes of this rights issue, extraordinary financial costs associated with the replacement of the Company's Chief Executive Officer will be excluded.</p>
No shareholder rights:	<p>Performance Rights do not confer a right to receive a dividend, to vote or any other shareholder rights.</p> <p>Any Share issued or transferred to an Eligible Employee upon exercise of a Performance Right will rank equally from the date of allotment with other Shares.</p>
Transfer:	<p>A Performance Right granted under the Plan is not transferable other than with the prior written consent of the Board.</p>
Lapse of Performance Rights:	<p>If the holder of Performance Rights dies, is made redundant or retires (including due to illness), unless the Board determines otherwise, the Performance Rights will continue for a further three month period before automatically lapsing.</p> <p>If the holder of Performance Rights ceases employment with the Company or any of its related bodies corporate for any other reason, unless the Board determines otherwise, the Performance Rights automatically lapse.</p> <p>If any applicable Vesting Condition is not met, the Performance Rights automatically lapse.</p>
Change of control and corporate events:	<p>If a change of control has occurred, the Board may determine that all or a portion of the unvested Performance Rights automatically vest and automatically exercise. This determination may be made by the Board at any time prior to, but conditional upon, the change of control occurring.</p> <p>If the Company undertakes a bonus issue, rights issue or any other reconstruction, the terms of the Performance Rights will be adjusted consistent with the manner provided for by the Listing Rules.</p>
Amendments:	<p>Subject to the Listing Rules, the Board may amend the provisions of the Plan, or the terms or conditions of any Performance Right granted under the Plan, including Vesting Conditions, but, subject to certain exceptions, may not do so in a way which reduces the rights of Eligible Employees' existing rights without their consent.</p>

+ See chapter 19 for defined terms.