



**NOTICE OF GENERAL MEETING
AND EXPLANATORY MEMORANDUM**

**For a General Meeting to be held on Friday, 14 February 2020 at 9.30 AM
(AEDT) at The Fullerton, 1 Martin Place, Sydney NSW 2000**

This Notice of General Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional adviser prior to voting.

Should you wish to discuss any matter please do not hesitate to contact the Company Secretary by telephone on (08) 9225 2300 or by email to legal@imf.com.au.

Shareholders are urged to attend or vote by lodging the proxy form enclosed with this Notice.

IMF BENTHAM LIMITED

ABN 45 067 298 088

NOTICE OF GENERAL MEETING

Notice is hereby given that the general meeting of shareholders of IMF Bentham Limited will be held at The Fullerton, 1 Martin Place, Sydney NSW 2000 on Friday, 14 February 2020 at 9.30 AM (AEDT) (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form form part of this Notice. We recommend shareholders read the Explanatory Memorandum in relation to the proposed Resolutions.

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Wednesday, 12 February 2020 at 7.00 PM (AEDT).

Terms and abbreviations used in this Notice, unless otherwise defined in this Notice, are defined in Schedule 1.

AGENDA

1. RESOLUTION 1 – APPROVAL OF ANNUAL VARIABLE DEFERRED CONSIDERATION SHARES

To consider and, if thought fit, to pass with or without amendment, as an **ordinary resolution** the following:

"That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to 17,328,712 Shares to the Vendors and/or their nominees on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of the Vendors and/or their nominees or any associate of that person (or those persons).

The Company need not disregard a vote in favour of this Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with the directions given to the proxy or attorney to vote on this; or
- (b) the Chairman as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairman to vote on the Resolution as the Chairman decides; or
- (c) a Shareholder acting solely in a nominee, trustee, custodian or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the Shareholder that the beneficiary is not excluded from voting, and is not an associated of a person excluded from voting on this Resolution; and

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Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of the Vendors and/or their nominees or any associate of that person (or those persons).

The Company need not disregard a vote in favour of this Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with the directions given to the proxy or attorney to vote on this; or
- (b) the Chairman as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairman to vote on the Resolution as the Chairman decides; or
- (c) a Shareholder acting solely in a nominee, trustee, custodian or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the Shareholder that the beneficiary is not excluded from voting, and is not an associated of a person excluded from voting on this Resolution; and

- (ii) the Shareholder votes on the resolution in accordance with the directions given by the beneficiary to the Shareholder to vote in that way.

2. RESOLUTION 2 - CHANGE OF COMPANY NAME

To consider and, if thought fit, to pass with or without amendment, as a **special resolution** the following:

"That, pursuant to and in accordance with section 157(1) of the Corporations Act and for all other purposes, Shareholders adopt Omni Bridgeway Limited as the new name of the Company on the terms and conditions in the Explanatory Memorandum."

3. RESOLUTION 3 – MODIFICATION OF CONSTITUTION

To consider and, if thought fit, to pass with or without amendment, as a **special resolution** the following:

"That, pursuant to and in accordance with section 136 of the Corporations Act and for all other purposes, the Constitution be modified on the terms and conditions in the Explanatory Memorandum."

4. RESOLUTION 4 – APPROVAL OF AMENDMENT AND RENEWAL OF LTIP

To consider and, if thought fit, to pass with or without amendment, as an **ordinary resolution** the following:

"That, pursuant to and in accordance with Listing Rule 7.2, Exception 13(b) and for all other purposes, Shareholders approve the LTIP as amended by the LTIP Amendments and the grant of Performance Rights under the LTIP on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of a person who is eligible to participate in the LTIP or an associate of those persons.

The Company need not disregard a vote in favour of this Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with the directions given to the proxy or attorney to vote on this; or
- (b) the Chairman as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairman to vote on the Resolution as the Chairman decides; or
- (c) a Shareholder acting solely in a nominee, trustee, custodian or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the Shareholder that the beneficiary is not excluded from voting, and is not an associated of a person excluded from voting on this Resolution; and
 - (ii) the Shareholder votes on the resolution in accordance with the directions given by the beneficiary to the Shareholder to vote in that way.

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is excluded from voting on this Resolution, and:

- (a) the person is appointed as proxy by writing that specifies the way the proxy is to vote on the Resolution; or
- (b) the person appointed as proxy is the Chairman and the written appointment of the Chairman does not specify the way the Chairman is to vote on this Resolution, but expressly authorises the Chairman to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

5. RESOLUTION 5 – APPROVAL OF ISSUE OF PERFORMANCE RIGHTS TO MR HUGH MCLERNON UNDER THE LTIP

To consider and, if thought fit, to pass with or without amendment, as an **ordinary resolution** the following:

"That, subject to Resolution 4 being passed, pursuant to and in accordance with section 200E of the Corporations Act, Listing Rule 10.14, Listing Rule 10.19 and for all other purposes, Shareholders approve:

- (a) *the issue of Performance Rights to Mr Hugh McLernon (and/or his nominee) over a three year period; and*
- (b) *the issue, transfer or allocation of, and acquisition by Mr Hugh McLernon (and/or his nominee) of, Shares in respect of those Performance Rights,*

under the LTIP and on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of any Director who is eligible to participate in the LTIP or by an officer of the Company or any of its child entities who is entitled to participate in a termination benefit, or an associate of those persons.

The Company need not disregard a vote in favour of this Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with the directions given to the proxy or attorney to vote on this; or
- (b) the Chairman as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairman to vote on the Resolution as the Chairman decides; or
- (c) a Shareholder acting solely in a nominee, trustee, custodian or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the Shareholder that the beneficiary is not excluded from voting, and is not an associated of a person excluded from voting on this Resolution; and
 - (ii) the Shareholder votes on the resolution in accordance with the directions given by the beneficiary to the Shareholder to vote in that way.

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is excluded from voting on this Resolution, and:

- (a) the person is appointed as proxy by writing that specifies the way the proxy is to vote on the Resolution; or
- (b) the person appointed as proxy is the Chairman and the written appointment of the Chairman does not specify the way the Chairman is to vote on this Resolution, but expressly authorises the Chairman to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

6. RESOLUTION 6 – APPROVAL OF ISSUE OF PERFORMANCE RIGHTS TO MR ANDREW SAKER UNDER THE LTIP

To consider and, if thought fit, to pass with or without amendment, as an **ordinary resolution** the following:

"That, subject to Resolution 4 being passed, pursuant to and in accordance with section 200E of the Corporations Act, Listing Rule 10.14, Listing Rule 10.19 and for all other purposes, Shareholders approve:

- (a) *the issue of Performance Rights to Mr Andrew Saker (and/or his nominee) over a three year period; and*
- (b) *the issue, transfer or allocation of, and acquisition by Mr Andrew Saker (and/or his nominee) of, Shares in respect of those Performance Rights,*

under the LTIP and on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of any Director who is eligible to participate in the LTIP or by an officer of the Company or any of its child entities who is entitled to participate in a termination benefit, or an associate of those persons.

The Company need not disregard a vote in favour of this Resolution by:

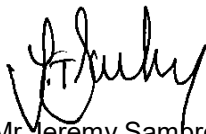
- (a) a person as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with the directions given to the proxy or attorney to vote on this; or
- (b) the Chairman as proxy or attorney for a person who is entitled to vote on this Resolution, in accordance with a direction given to the Chairman to vote on the Resolution as the Chairman decides; or
- (c) a Shareholder acting solely in a nominee, trustee, custodian or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the Shareholder that the beneficiary is not excluded from voting, and is not an associated of a person excluded from voting on this Resolution; and
 - (ii) the Shareholder votes on the resolution in accordance with the directions given by the beneficiary to the Shareholder to vote in that way.

In accordance with section 250BD of the Corporations Act, a vote on this Resolution must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is excluded from voting on this Resolution, and:

- (a) the person is appointed as proxy by writing that specifies the way the proxy is to vote on the Resolution; or
- (b) the person appointed as proxy is the Chairman and the written appointment of the Chairman does not specify the way the Chairman is to vote on this Resolution, but expressly authorises the Chairman to exercise the proxy even if this Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

BY ORDER OF THE BOARD



Mr Jeremy Sambrook
**General Counsel and
Company Secretary**

Dated: 7 January 2020

IMF BENTHAM LIMITED

ABN 45 067 298 088

EXPLANATORY MEMORANDUM

1. INTRODUCTION

The Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at The Fullerton, 1 Martin Place, Sydney NSW 2000 on Friday, 14 February 2020 at 9.30 AM (AEDT).

The Explanatory Memorandum forms part of this Notice which should be read in its entirety. The Explanatory Memorandum contains the terms and conditions on which the Resolutions will be voted.

The Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolutions:

Section 2:	Action to be taken by Shareholders
Section 3:	Background of Acquisition
Section 4:	Resolution 1 - Approval of Annual Variable Deferred Consideration Shares
Section 5:	Resolution 2 – Change of Company Name
Section 6:	Resolution 3 - Modification of Constitution
Section 7:	Resolution 4 - Approval of Amendment and Renewal of LTIP
Section 8:	Resolution 5 - Approval for the issue of Performance Rights to Mr Hugh McLernon Resolution 6 - Approval for the issue of Performance Rights to Mr Andrew Saker
Schedule 1:	Definitions
Schedule 2:	Summary of the Rules of the IMF Bentham Limited LTIP

A Proxy Form is enclosed with this Notice.

All amounts in Euros converted into Australian dollars are based on an exchange rate of 1 AUD = 0.55 EUR unless otherwise stated.

2. ACTION TO BE TAKEN BY SHAREHOLDERS

Shareholders should read this Notice, including the Explanatory Memorandum, carefully before deciding how to vote on the Resolutions.

A Proxy Form is enclosed with this Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions on the Proxy Form. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company entitled to cast two or more votes may appoint up to two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.

The enclosed Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

3. BACKGROUND OF ACQUISITION

3.1 The Acquisition

On 15 October 2019, the Company and IMF Bentham B.V. (**Purchaser**), entered into a binding share purchase agreement with VenturesOne B.V., Benchmark Capital Trust B.V., Ramsgate B.V., Oldenstein Holding B.V., Fountain Ventures B.V. and Cornwall B.V. (collectively, the **Vendors**) (**Share Purchase Agreement**) to purchase 100% of the issued share capital of Omni Bridgeway Holding B.V. (**Omni Bridgeway**) for consideration of up to €87.5 million (**Acquisition**).

On 8 November 2019, the Company announced it had completed the Acquisition and paid the completion consideration payment of €31.18 million¹ (≈A\$50.28 million)² to the Omni Bridgeway shareholders.

For further information on the Acquisition refer to the Company's ASX announcements dated 15 October 2019 and 8 November 2019 and the Company's investor presentation as announced on 15 October 2019.

3.2 Acquisition Consideration Terms

Pursuant to the terms of the Share Purchase Agreement, following closing adjustments the total maximum consideration payable by the Company under the Acquisition is €81.81 million (≈A\$142.33 million) and comprises of the following tranches:

- (a) €31.18 million³ (≈A\$50.28 million)⁴ was paid by the Company on Completion;
- (b) €18.13 million (≈A\$32.96 million)⁵ (**Deferred Consideration**) to be issued in two equal instalments of Shares (**Deferred Consideration Shares**) at 12 months and 36 months following Completion within 5 trading days of the later of (i) 8 November 2020 and 8 November 2022 respectively, (ii) obtaining shareholder approval and (iii) when excluded information in respect of IMF ceases to be excluded information (**Payment Date**); and
- (c) up to €32.5 million (≈A\$59.09 million)⁵ (**Variable Deferred Consideration**) will be issued in five annual instalments of Shares (**Variable Deferred Consideration Shares**) provided Omni Bridgeway achieves agreed cumulative annual new business generation targets

¹ Completion payment amount determined following completion adjustments.

² Based on an assumed exchange rate of AUD 1:EUR 0.62.

³ Completion payment amount determined following completion adjustments.

⁴ Based on an assumed exchange rate of AUD 1:EUR 0.62.

⁵ Based on an assumed exchange rate of AUD 1:EUR 0.55.

(Annual Targets). Further details of the amounts payable to the Vendors as Variable Deferred Consideration each year is described Section 3.4.

The issue of the Deferred Consideration Shares and the Variable Deferred Consideration Shares are both subject to Shareholder approval. If Shareholder approval is not obtained or the Company fails to issue the Deferred Consideration Shares or Variable Deferred Consideration Shares within 3 months of the relevant Payment Date, then the Deferred Consideration or Variable Deferred Consideration for the relevant period must be satisfied by:

- (a) a cash payment to the Vendors; and
- (b) an additional cash amount equal to the amount by which the Market Value of the Shares that would otherwise have been issued is greater than the value of the cash payment in respect of the Share consideration.

A Vendor ceases to be entitled to their relevant portion of the Deferred Consideration or Variable Deferred Consideration if on the Payment Date for the provision of the Deferred Consideration or Variable Deferred Consideration (as applicable), the Vendor is no longer a shareholder in one of Omni Bridgeway's investment funds, Omni Bridgeway Investment B.V. (**Omni Bridgeway Investment**), other than as a result of a voluntary liquidation or insolvency of Omni Bridgeway Investment. Their relevant portion of the Deferred Consideration or Variable Deferred Consideration (as applicable) will then be distributed amongst the remaining Vendors entitled to the Deferred Consideration or Variable Deferred Consideration on a pro rata basis based on their previous shareholdings in Omni Bridgeway.

If there is a Change of Control Event in relation to the Company, any remaining Deferred Consideration and Variable Deferred Consideration (irrespective of whether any Annual Targets have been satisfied) become immediately due and payable by the Company or the Purchaser by no later than 2 Business Days after the Change of Control Event.

3.3 Determination of number of Deferred Consideration Shares and Variable Deferred Consideration Shares

The Share Purchase Agreement provides that the number of Shares to be issued as Deferred Consideration and/or Variable Deferred Consideration on a relevant Payment Date is determined in accordance with the following formula:

$$N = \frac{A \times B}{C}$$

where:

N = number of Shares to be issued as Deferred Consideration or Variable Deferred Consideration (**Annual Variable Deferred Consideration Shares**)

A = the relevant amount of the Deferred Consideration or Variable Deferred Consideration payable on the relevant Payment Date

B = the applicable AUD:EUR exchange rate

C = A\$3.41, being the issue price for Shares issued as Deferred Consideration and Variable Deferred Consideration.

In addition to the consideration Shares issued pursuant to the above formula, if the Market Value of the Shares received in respect of the Deferred Consideration or Variable Deferred Consideration is less than the cash value of the Deferred Consideration or Variable Deferred Consideration (**Market Value Compensation Amount**), then the Company must compensate the Vendors for this difference in value. IMF must, at its election, either:

- (a) pay the Vendors a cash amount equal to the Market Value Compensation Amount; or
- (b) issue to the Vendors additional Shares determined in accordance with the following formula (**Additional Consideration Shares**):

$$N = \frac{A}{C}$$

where:

N = number of additional Shares to be issued to Vendors

A = Market Value Compensation Amount

C = Market Value

The Company is not seeking Shareholder approval for the Deferred Consideration Shares at this Meeting because such approval can only be obtained within three months of the proposed issue date of such shares. Shareholder approval will therefore be sought at separate meetings convened closer to the relevant Payment Dates for the Deferred Consideration Shares. Similarly, the Company is not seeking approval for the issue of any Additional Consideration Shares at this meeting and will seek approval at separate meetings in the future if necessary.

The Company proposes to pay the Variable Deferred Consideration by issuing up to 17,328,712 Shares at an issue price of \$3.41 per Share totalling up to €32.5 million (≈A\$59 million) worth of Shares to the Vendors if Annual Targets are met over five (5) years.

The issue of the Variable Deferred Consideration Shares to the Vendors will represent a maximum of approximately 6.5% of the Company's total issued share capital at the date of this Notice (assuming the Company issues the maximum number of Variable Deferred Consideration Shares, no performance rights are exercised and no other securities are issued).

3.4 Variable Deferred Consideration Targets

The Variable Deferred Consideration of up to €32.5 million (≈A\$59 million) payable to the Vendors in five annual instalments of Shares is subject to the Omni Bridgeway business satisfying the agreed Annual Targets as set out in the table below. The Annual Targets are specific to the Omni Bridgeway business that was acquired and are intended as performance linked milestones to new business generated by the Omni Bridgeway business and its contribution to the Company's overall claims portfolio in future years.

The Annual Targets in respect of the Variable Deferred Consideration for each year are as follows:

Variable Deferred Consideration Period	Annual new business generation target for Omni Bridgeway (Annual Target) (€)
Period 1 (from Completion to first anniversary of thereof)	8 million
Period 2 (from the end of Period 1 to the second anniversary of thereof)	8 million
Period 3 (from the end of Period 2 to the third anniversary of thereof)	8 million

Variable Deferred Consideration Period	Annual new business generation target for Omni Bridgeway (Annual Target) (€)
Period 4 (from the end of Period 3 to the fourth anniversary of thereof)	4.25 million
Period 5 (from the end of Period 4 to the fifth anniversary of thereof)	4.25 million

The Annual Target for each period is cumulative such that if there is any shortfall or surplus in Omni Bridgeway achieving an Annual Target, the relevant shortfall or surplus is carried forward to subsequent years. A shortfall is carried forward to increase the Annual Target for the subsequent year and a surplus is carried forward to be deemed as new business generated in the subsequent year, thereby contributing towards satisfying the Annual Target for that subsequent year. However, the carrying forward of any shortfall or surplus to an Annual Target ceases in Period 5 and any shortfall in achieving an Annual Target does not result in any claw back against Variable Deferred Consideration amounts provided to the Vendors in prior periods.

The determination of whether an Annual Target has been achieved for a particular period is determined by a committee (**Committee**) comprising one representative appointed by each of the Company and the Vendors who together determine the value contribution of new cases generated by the Omni Bridgeway business during the year. In determining the value contribution during a particular period, the Committee determines the net present value of new cases that have been approved for funding (based on the weighted cash flow forecast used when approving the case, applying a discount rate of 10%, mid-year discounting, valuation date and converting such amount into Euros) which is multiplied by a conversion factor depending on the type of case, and then factoring in any annual adjustments attributable to the revaluation of existing cases from previous years and any surpluses or negative contributions carried forward from previous years (collectively, the **Annual Case Contribution Value**). The Committee's determination of the relevant amounts may be disputed by the Company or the Vendors.

The Committee will determine the relevant annual portion of the Variable Deferred Consideration payable to the Vendors for a year (**Annual Payment Amount**), being the lower of (i) the Annual Target and (ii) the Annual Case Contribution Value.

The Vendors' entitlement to the Annual Payment Amount is distributed as follows:

- (a) 53.846% of the Annual Payment Amount is attributable to all of the Vendors and divided amongst them on a pro rata basis based on their previous shareholdings in Omni Bridgeway; and
- (b) 46.154% of the Annual Payment Amount is attributable to the Vendors (excluding VenturesOne B.V. and Benchmark Capital Trust B.V.) and divided amongst them on a pro rata basis based on their previous shareholdings in Omni Bridgeway.

3.5 Voluntary Escrow Arrangements for Deferred Consideration and Variable Deferred Consideration Shares

Any Deferred Consideration and Variable Deferred Consideration Shares issued to the Vendors will be subject to voluntary escrow arrangements restricting the disposal or creation of any security interest over the relevant Shares for a period ending 3 months after the relevant Payment Date.

3.6 Shareholder Approval for Variable Deferred Consideration

The total number of Variable Deferred Consideration Shares to be issued to the Vendors over the relevant five year period is dependent on the following factors:

- (a) the Omni Bridgeway business satisfying the relevant Annual Targets; and
- (b) the exchange rate of AUD:EUR.

Resolution 1 seeks Shareholder approval to issue up to 17,328,712 Shares as Annual Variable Deferred Consideration Shares to the Vendors over a five year period following Completion. This approval is sought for an estimated number of Annual Variable Deferred Consideration Shares that may be issued based on the following assumptions:

- (a) the Omni Bridgeway business satisfies all of the Annual Targets in the five year period; and
- (b) the AUD:EUR exchange rate is 1 AUD = 0.55 EUR⁶.

In the event that the Company is required to issue more than 17,328,712 Shares as the estimated number of Annual Variable Deferred Consideration Shares to the Vendors over the five year period, then the Company will seek further Shareholder approval for the issue of any additional Shares required to be issued or pay cash at its election.

3.7 Dilution to existing Shareholders from Variable Deferred Consideration Shares

The dilution to existing Shareholders if all of the 17,328,712 Shares pursuant to Resolution 1 are issued to the Vendors is 6.5%. The table below sets out the dilution of existing Shareholders based on:

- (a) all Annual Target's being satisfied and all Variable Deferred Consideration Shares and 9,667,822 Deferred Consideration Shares⁷ being issued;
- (b) an AUD:EUR exchange rate of 1 AUD = 0.55 EUR⁶;
- (c) no other options, performance rights or other convertible securities are exercised or converted; and
- (d) no further Shares are issued by the Company;

	Number of Shares	Dilution to existing Shareholders
Existing Shares as at the date of this Notice	249,410,560	-
Deferred Consideration Shares	9,667,822	3.49%
Annual Variable Deferred Consideration Shares	17,328,712	6.26%
Total	276,407,094	

⁶ The AUD:EUR exchange rate impacts upon the number of potential Variable Deferred Consideration Shares issued. Accordingly, the assumed exchange rate of AUD1:EUR 0.55 has been adopted to provide the Company with flexibility in seeking Shareholder approval for a higher number of 17,328,712 Shares the subject of Resolution 1 and reduce the probability of the Company having to obtain future Shareholder approvals for additional Variable Deferred Consideration Shares.

⁷ Based on an assumed exchange rate of AUD 1:EUR 0.55

3.8 ASX Waiver

ASX has granted the Company a waiver from Listing Rule 7.3.4, to permit the Company to seek Shareholder approval for the issue of the Variable Deferred Consideration Shares in respect of the Variable Deferred Consideration later than 3 months from the date of the Meeting but no later than 60 months after the date of Completion (**ASX Waiver**). The ASX Waiver has been granted subject to the following conditions:

- (a) the Annual Targets not being varied;
- (b) the maximum number of Variable Deferred Consideration Shares to be issued is calculated based upon the Minimum Deemed Issue Price and is stated in the Notice, along with adequate details regarding potential dilution;
- (c) for any annual reporting during which any of the Variable Deferred Consideration Shares have been issued or any of them remain to be issued, the Company's annual report sets out in detail the number of Variable Deferred Consideration Shares issued in that annual reporting period, the number of Variable Deferred Consideration Shares that remain to be issued and the basis on which the Variable Deferred Consideration Shares may be issued;
- (d) in any half year or quarterly report for a period during which any of the Variable Deferred Consideration Shares have been issued or remain to be issued, the Company must include a summary statement of the number of Variable Deferred Consideration Shares issued during the reporting period, the number of Variable Deferred Consideration Shares that remain to be issued and the basis on which the Variable Deferred Consideration Shares may be issued; and
- (e) this Notice contains the full terms and conditions of the Variable Deferred Consideration Shares and the conditions of the Waiver.

In addition, the issue of any consideration securities to Ramsgate B.V., a Vendor and a company controlled by Mr Raymond van Hulst, a proposed director of the Company will be issued pursuant to Listing Rule 10.12, exception 10. Accordingly, the Company is only required to seek Shareholder approval for the purposes of Listing Rule 7.1 for the issue of any consideration securities relating to the Acquisition, and not seek separate Shareholder approval under Listing Rule 10.11 for the issue of any consideration securities to Ramsgate B.V.

4. RESOLUTION 1 – APPROVAL OF ANNUAL VARIABLE DEFERRED CONSIDERATION SHARES

4.1 General

Resolution 1 seeks Shareholder approval for the issue of up to 17,328,712 Shares as Annual Variable Deferred Consideration Shares to the Vendors.

Section 3 contains background information relating to the issue of the Annual Variable Deferred Consideration Shares.

Resolution 1 is an ordinary resolution.

The Chairman intends to exercise all available proxies in favour of Resolution 1.

4.2 Listing Rule 7.1

Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12 month period than that amount which represents

15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period.

The effect of Resolution 1 will be to allow the Directors to issue the Annual Variable Deferred Consideration Shares without using the Company's 15% annual placement capacity.

If Shareholder approval for Resolution 1 is not obtained, the Company will not be able to issue the Annual Variable Deferred Consideration Shares without seeking further approval from Shareholders. Section 3.2 describes the consequences under the Share Purchase Agreement of Shareholder approval for the issue of the Annual Variable Deferred Consideration Shares not being obtained within 3 months of the relevant Payment Date, being that the Company will be required to satisfy the relevant Variable Deferred Consideration as a cash payment to the Vendors plus additional cash payments equal to the amount by which the Market Value of the Shares that would otherwise have been issued is greater than the value of the cash payment in respect of the relevant Annual Variable Deferred Consideration Shares.

4.3 Specific information required by Listing Rule 7.3

In accordance with Listing Rule 7.3, the following information is provided in relation to the Annual Variable Deferred Consideration Shares the subject of Resolution 1:

- (a) The Annual Variable Deferred Consideration Shares will be issued to Vendors being:
 - (i) VenturesOne B.V.;
 - (ii) Benchmark Capital Trust B.V.;
 - (iii) Ramsgate B.V.;
 - (iv) Oldenstein Holding B.V.;
 - (v) Fountain Ventures B.V.; and
 - (vi) Cornwall B.V.
- (b) The maximum number of Shares to be issued is 17,328,712 Shares.
- (c) The Annual Variable Deferred Consideration Shares will be fully paid ordinary shares in the capital of the Company and will be issued on the same terms and conditions as the Company's existing Shares and will rank equally in all respects with the Company's existing Shares on issue.
- (d) The Annual Variable Deferred Consideration Shares will be issued later than 3 months after the date of the Meeting but no later than 60 months after the date of Completion, in accordance with the ASX Waiver.
- (e) The issue of Annual Variable Deferred Consideration Shares will occur progressively over 60 months after the date of Completion, pursuant to the ASX Waiver, provided the Vendors meet the relevant Annual Targets.
- (f) The issue price of the Annual Variable Deferred Consideration Shares will be A\$3.41 per Share, being a deemed issue price specified in the Share Purchase Agreement.
- (g) No funds raised will be raised from the issue of Annual Variable Deferred Consideration Shares as they are being issued as part of the consideration for the purchase by the Company of all of the issued share capital of Omni Bridgeway Holding B.V. pursuant to the Share Purchase Agreement.

- (h) The Annual Variable Deferred Consideration Shares will be issued pursuant to the terms of the Share Purchase Agreement as summarised in Sections 3.2 to 3.5.
- (i) A voting exclusion statement is included in the Notice for Resolution 1.

4.4 Directors' Recommendation

The Directors recommend that Shareholders vote in favour of Resolution 1.

5. RESOLUTION 2 - CHANGE OF COMPANY NAME

In accordance with section 157 of the Corporations Act, if a company wants to change its name it must pass a special resolution adopting a new name.

Resolution 2 seeks Shareholder approval for the change of name of the Company to Omni Bridgeway Limited.

Resolution 2 is a special resolution and therefore requires approval of 75% of the votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

The change of name will take effect on the date that ASIC alters the details of the Company's registration.

The Chairman intends to exercise all available proxies in favour of Resolution 2.

The Directors recommend that Shareholders vote in favour of Resolution 2.

6. RESOLUTION 3 – MODIFICATION OF CONSTITUTION

6.1 General

It is proposed that the Constitution be updated to comply with:

- (a) changes to the Listing Rules; and
- (b) potential implications of US laws and permit the Company to restrict persons who are (or who hold Securities on behalf of) US Persons (within the meaning given in Rule 902 under the US Securities Act of 1933) (US Persons) who are not "Qualified Purchasers (within the meaning of section 2(a)(51) of the US Investment Company Act of 1940) (Qualified Purchasers) or Knowledgeable Employees (as defined in Rule 3c-5 under the US Investment Company Act) (Knowledgeable Employees) from acquiring Securities in the Company.

The modified constitution has been notified to ASX as required under the Listing Rules.

Resolution 3 seeks Shareholder approval for the modification of the constitution in accordance with section 136 of the Corporations Act.

A copy of the modified constitution will be sent to any Shareholder on request and will also be available for inspection at the office of the Company during normal business hours prior to the Annual General Meeting and available for inspection at the Meeting.

The modified constitution will be effective from the close of the Meeting.

Resolution 3 is a special resolution and therefore requires approval of 75% of the votes cast by Shareholders present and eligible to vote (in person, by proxy, by attorney or, in the case of a corporate Shareholder, by a corporate representative).

The Chairman intends to exercise all available proxies in favour of Resolution 3.

The Directors recommend that Shareholders vote in favour of Resolution 3.

6.2 Summary of proposed modifications

By Resolution 3 the Company seeks Shareholder approval to:

- (a) include a new Article 13 to comply with the new Listing Rule 15.12; and
- (b) include a new Article 14 to comply with the US Investment Company Act of 1940.

The new Article 13 is as follows:

13 Provisions Required by Listing Rule 15.12

If the Company is admitted to the Official List, the Company shall comply in all respects with the requirements of the Listing Rules with respect to Restricted Securities and the following provisions apply:

- (a) *a holder of Restricted Securities must not Dispose of, or agree or offer to Dispose of, the Restricted Securities during the escrow period applicable to those Restricted Securities except as permitted by the Listing Rules or ASX;*
- (b) *if the Restricted Securities are in the same class as quoted securities, the holder will be taken to have agreed in writing that the Restricted Securities are to be kept on the Company's issuer sponsored sub-register and are to have a holding lock applied for the duration of the escrow period applicable to those securities;*
- (c) *the Company will refuse to acknowledge any Disposal (including, without limitation, to register any transfer), of Restricted Securities during the escrow period except as permitted by the Listing Rules or the ASX;*
- (d) *a holder of Restricted Securities will not be entitled to participate in any return of capital on those Restricted Securities during the escrow period applicable to those Restricted Securities except as permitted by the Listing Rules or ASX; and*
- (e) *if a holder of Restricted Securities breaches a Restriction Deed or a provision of this Constitution restricting a Disposal of those Restricted Securities, the holder will not be entitled to any dividend or distribution, or to exercise any voting rights, in respect of those Restricted Securities for so long as the breach continues.*

*For the purposes of this Article 13, **Dispose** has the meaning given to it in the Listing Rules and **Disposal** has the corresponding meaning.*

The new Article 14 is as follows:

14 Excluded US Persons

14.1 Excluded US Persons

- (a) *Each holder of Securities acknowledges that the Company may determine that Securities may not be held by or for the account or benefit of any person who is a "US Person" within the meaning given in Rule 902 under the US Securities Act of 1933 (**US Person**) who is not a "Qualified Purchaser" within the meaning given in Section 2(a)(51) of the US Investment Company Act of 1940 (a **QP**) or a*

"Knowledgeable Employee" (as defined in Rule 3c-5 under the US Investment Company Act) (**KE**).

- (b) Subject to the Corporations Act, at any time the Directors may determine:
- (i) that a holder of Securities (or a person who seeks to be registered as a holder of Securities) is excluded, if it considers that the person is a US Person that is not a QP, KE or holds or will hold Securities for the account or benefit of any US Person who is not a QP or KE (such person being an **Excluded US Person**); and
 - (ii) that some or all of the Securities held or to be held by the Excluded US Person are excluded (such Securities being **Excluded Securities**).
- (c) At any time, the Directors may require a holder of Securities to complete a statutory declaration in relation to whether the holder (or any person on whose account or benefit it holds Securities) is a US Person who is not a QP or KE, and the number of Securities affected. The Directors may determine that any holder who does not comply with a request for information under this Article 14.1(c) is an Excluded US Person in respect of all Securities held by that holder or such lesser number of Securities as the Directors determine.
- (d) Where the Directors have made a determination under Article 14.1(b) or Article 24.1(c), the Directors may:
- (i) refuse to register a transfer of Excluded Securities to the Excluded US Person; or
 - (ii) give the Excluded US Person a notice requiring them to dispose of their Excluded Securities to any person other than someone who is, or will hold the Securities for the account or benefit of, a US Person who is not a QP or KE (such person being a **Permitted Person**) within a period of not less than 30 Business Days specified in the notice (the **Transfer Period**) after which the Excluded Securities must be transferred to a person nominated by the Board to sell the Excluded Securities (the **US Sale Nominee**).
- (e) Each holder of Securities who is or becomes an Excluded US Person may transfer their Excluded Securities to a Permitted Person during the Transfer Period. At the end of the Transfer Period, the Excluded US Person must transfer any remaining Excluded Securities free of any encumbrances or third party rights to the US Sale Nominee within 3 Business Days after the end of the Transfer Period.
- (f) The Company must ensure that the US Sale Nominee:
- (i) sells any Excluded Securities transferred to it under Article 14.1(e) for cash; and
 - (ii) pays the sale proceeds (net of transaction costs, including brokerage, stamp duty and other taxes) for the Excluded Securities to the Excluded US Person as soon as practicable after completion of the sale.

Each holder of Securities who is or becomes an Excluded US Person authorises and directs the US Sale Nominee to sell the Excluded Securities and pay the net sale proceeds in accordance with this Article 14.1(f).

- (g) The Company may register the transfer of Excluded Securities to the US Sale Nominee and to the buyer from the US Sale Nominee in the Register without having

received a transfer or certificate (if any) for Excluded Securities. The relevant transfers take effect from registration in the Register.

- (h) *Each holder of Securities irrevocably appoints the Company as its agent and attorney for the purposes of taking all necessary action (including executing necessary documentation) to effect the transfer of Excluded Securities as contemplated by this Article 14.*

6.3 Reasons for proposed modifications

(a) Escrow restrictions

Changes to the Listing Rules commenced on 1 December 2019 and require a listed entity's constitution to contain certain provisions regarding Restricted Securities if the entity has any Restricted Securities on issue. Although the Company does not presently have any Restricted Securities on issue and does not have any present intentions to undertake a transaction which would result in the issue of Restricted Securities under the ASX Listing Rules, the Board considers it prudent to take this opportunity to update the Constitution to ensure it complies with these new requirements.

With effect from 1 December 2019, ASX has applied an escrow regime where ASX, at their election, can require an entity with Restricted Securities on issue to either obtain formal escrow agreements in the form of Appendix 9A of the Listing Rules from holders of the Restricted Securities or permit the entity to rely on a provision in their constitution imposing ASX escrow restrictions upon giving a notice to the relevant holders of the Restricted Securities in the form of Appendix 9C of the Listing Rules. ASX will generally require more significant holders of Restricted Securities to execute formal escrow agreements while those holders with less significant holdings may not require formal escrow agreements to be executed and instead reliance on the escrow restrictions in an entity's constitution may apply.

To facilitate the operation of the new ASX escrow regime, certain changes are required to the customary provisions of constitutions of ASX-listed entities regarding Restricted Securities.

(b) US Persons

In order to be able to issue securities to investors in the United States without registering as an investment company, the Company would need to ensure that it has no Shareholders who are US Persons that are not Qualified Purchasers or Knowledgeable Employees.

The proposed modifications to the Company's constitution restricts persons who are (or who hold securities on behalf of) US Persons who are not Qualified Purchasers or Knowledgeable Employees from acquiring securities. They also allow, in certain circumstances, for compulsory divestiture of securities where a Shareholder is a US Person but not a Qualified Purchaser or Knowledgeable Employee.

There is currently only a small number of Shareholders who are US Persons but who are not Qualified Purchasers or Knowledgeable Employees. The Directors have not made any decision whether to involve the provisions that would allow for compulsory divestiture at any point but if this Resolution 3 is passed will give the matter due consideration. Any such decision could only be made for a proper purpose and if the Directors are satisfied that it is in the best interests of Shareholders as a whole. It would be communicated to the affected US Shareholders well in advance of its implementation.

The immediate objective of the proposed modification to the Constitution is to enable the Company to prevent additional US Persons who are not Qualified Purchasers or

Knowledgeable Employees from acquiring Securities. To achieve this, the Securities would be 'tagged' by ASX such that brokers and other market participants can only arrange transfers of Securities to US Persons who are Qualified Purchasers or Knowledgeable Employees.

In circumstances where a US Person who is not a Qualified Purchaser or Knowledgeable Employee acquires Securities, or a Shareholder becomes a US Person who is not a Qualified Purchaser or Knowledgeable Employee, after the date of this Notice and subject to this Resolution 3 being passed, the Company would have the right to divest that Shareholder under the powers contained in the proposed modified Constitution.

6.4 Directors recommendation

The Directors recommend that Shareholders vote in favour of Resolution 3.

7. RESOLUTION 4 – APPROVAL OF AMENDMENT AND RENEWAL OF LTIP

7.1 Background

The Company has adopted the LTIP under which Eligible Participants are offered the opportunity to apply for Performance Rights to attract, motivate and retain such persons and provide them with an incentive to deliver growth and value to all Shareholders.

The Company currently has on issue as at 31 December 2019:

- (a) 1,515,746 vested Performance Rights in respect of the 2016 Financial Year (**FY16 Rights**);
- (b) 2,007,689 vested Performance Rights in respect of the 2017 Financial Year (**FY17 Rights**);
- (c) 4,439,994 unvested Performance Rights in respect of the 2018 Financial Year (**FY18 Rights**); and
- (d) 3,915,694 unvested Performance Rights in respect of the 2019 Financial Year (**FY19 Rights**).

The FY16 Rights had a performance period of 1 July 2015 to 30 June 2018 and an expiry date of 30 June 2030. The FY16 Rights have vested and participants who have not exercised their FY16 Rights may exercise their FY16 Rights at any time. Of the total number of FY16 Rights that were issued (being 4,811,086), a total of 4,125,409 vested (following FX and withholding tax adjustments) of which 2,609,663 were exercised.

The FY17 Rights had a performance period of 1 July 2016 to 30 June 2019 and an expiry date of 30 June 2031. The FY17 Rights have vested and participants who have not exercised their FY17 Rights may exercise their FY17 Rights at any time. Of the total number of FY17 Rights that were issued (being 4,972,355), a total of 4,222,344 vested (following FX and withholding tax adjustments) of which 2,214,655 were exercised.

The FY18 Rights have a performance period of 1 July 2017 to 30 June 2020 and an expiry date of 1 July 2032. The FY19 Rights have a performance period of 1 July 2018 to 30 June 2021 and an expiry date of 30 June 2033.

The LTIP provides that the number of Performance Rights issued to an Eligible Participant is determined by reference to their Total Fixed Remuneration and the Company VWAP to an applicable date of 30 June of the preceding Financial Year.

Since the prior approval of the LTIP at the general meeting held on 21 November 2018, the Board intends, subject to obtaining Shareholder approval, to make certain amendments to the LTIP Rules (**LTIP Amendments**).

The first LTIP Amendment amends the LTIP so that the number of Performance Rights issued to an Eligible Participant is determined by reference to their Total Fixed Remuneration and the Company VWAP to an applicable date of (i) 30 June of the preceding Financial Year or (ii) 31 December of the preceding Half Financial Year, depending on when a participant became eligible to participate in the LTIP. This is intended to provide the Company with greater flexibility when issuing Performance Rights and to ensure that the number of Performance Rights issued more appropriately reflects the circumstances of the Company at the time of issue.

For example, a person becoming entitled to participate in the LTIP on:

- (a) 1 October 2020 would have a number of Performance Rights determined based on a Company VWAP to 30 June 2020; and
- (b) 3 February 2021 would have a number of Performance Rights determined based on a Company VWAP to 31 December 2020.

The second LTIP Amendment amend the definition of “Comparator Group” in the LTIP to provide the Remuneration Committee with greater flexibility to select a group of companies or entities or an applicable industry or market index as an appropriate comparator group for the relevant performance conditions. The amended definition of “Comparator Group” is as follows:

Comparator Group means:

- (a) *such companies or entities, being not less than 6, selected by the Remuneration Committee with effect from the applicable Start Date, and each being in the diversified financial industry sector, listed on ASX and having a market capitalisation of between 50% and 200% of the Company's market capitalisation on the applicable date of Invitation, save that the Remuneration Committee may at any time thereafter during the relevant Performance Period, add any other company or entity to such group which satisfies the above criteria (as at the date of such addition) and may remove any company or entity within the group which no longer satisfies such criteria (as at the date of such removal), save that where such removal results in the group comprising less than 6 companies and entities, the Remuneration Committee shall, to the extent such company or entity exists, add another company or entity to such group which satisfies the above criteria (as at the date of such addition) in order to maintain, so far as possible, that the group comprises a minimum of 6 companies or entities; or*
- (b) *such industry or market index selected by the Remuneration Committee, in its absolute discretion, with effect from the applicable Start Date.*

The Company is seeking to renew the approval of the LTIP (as amended by the LTIP Amendments) and the Company's ability to issue Performance Rights as an exception to Listing Rule 7.1, for a period of a further 3 years from the date on which Resolution 4 is passed.

A summary of the LTIP Rules (including the LTIP Amendments) is in Schedule 2. A copy of the LTIP Rules can be obtained by contacting the Company.

The Board (excluding those Directors entitled to participate in the LTIP) recommends that Shareholders vote **IN FAVOUR** of Resolution 4.

7.2 Section 260C(4) of the Corporations Act

Section 260A of the Corporations Act provides that a company may financially assist a person to acquire shares in the company or a holding company of the company only if:

- (a) giving the assistance does not materially prejudice:
 - (i) the interests of the company or its shareholders; or
 - (ii) the company's ability to pay its creditors; or
- (b) the assistance is approved by shareholders under section 260B; or
- (c) the assistance is exempted under section 260C.

Section 260C of the Corporations Act provides for certain specific instances of exempted financial assistance, including a special exemption under section 260C(4) for employee share schemes that have been approved by a resolution passed at a general meeting of the company.

To the extent that the Company provides funds to the trustee of an employee share trust to acquire Shares (and pay associated costs) on behalf of participants under the LTIP, the Company will be providing financial assistance for the purposes of section 260A.

Whilst the Board does not believe that the provision of this financial assistance will materially prejudice the interests of the Company or its shareholders or the Company's ability to pay its creditors, the Board has recommended that the shareholders approve the LTIP to ensure that the LTIP qualifies for the special exemption under section 260C(4) of the Corporations Act and for all other purposes of any other relevant provisions of the Corporations Act.

7.3 Listing Rule 7.1 and Listing Rules 7.2, Exception 13(b)

Listing Rules 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more Equity Securities during any 12 month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period without shareholder approval.

Listing Rule 7.2, Exception 13(b) provides an exception to Listing Rules 7.1 by which Equity Securities issued under an employee incentive scheme are exempt for a period of 3 years from the date on which shareholders approve the issue of Equity Securities under the scheme as an exception to Listing Rule 7.1.

If Shareholder approval for Resolution 4 is not obtained, the Company will not proceed with the LTIP Amendments to the LTIP. The Company may continue to issue Equity Securities pursuant to the existing LTIP terms as approved by Shareholders at the general meeting held on 21 November 2018. The Company may also seek Shareholder approval for the LTIP Amendments (as proposed or subject to amendments) at a subsequent time.

7.4 Specific information required by Listing Rule 7.2

In accordance with Listing Rule 7.2, Exception 13(b), the following information is provided in relation to the LTIP Amendments:

- (a) The material terms of the LTIP (including the LTIP Amendments) is summarised in Schedule 2.
- (b) The date of the last approval under Listing Rule 7.2, Exception 13(b) with respect to the LTIP was 21 November 2018.

- (c) Since the LTIP was approved by Shareholders on 21 November 2018, a total of 4,255,816 Performance Rights have been issued to Participants under the LTIP, of which 199,768 have lapsed. None of these Performance Rights have vested or converted into Shares.
- (d) The maximum number of Performance Rights proposed to be issued under the Plan following Shareholder approval is 25,000,000 Performance Rights.
- (e) A voting exclusion statement is included in the Notice for Resolution 4.

8. RESOLUTIONS 5 AND 6 – APPROVAL FOR THE ISSUE OF PERFORMANCE RIGHTS TO MR ANDREW SAKER AND MR HUGH MCLERNON UNDER THE LTIP

8.1 General

Resolutions 5 and 6 seek Shareholder approval in accordance with Listing Rule 10.14, Listing Rule 10.19 and section 200E of the Corporations Act for the grant of Performance Rights in accordance with the LTIP to Messrs Hugh McLernon and Andrew Saker respectively over the three year period commencing from the date of the Meeting, which will cover LTIP awards for the financial years ending on 30 June 2020 (**FY20**), 30 June 2021 (**FY21**) and 30 June 2022 (**FY22**).

The Company previously obtained Shareholder approval for the issue of Performance Rights in accordance with the LTIP to Messrs Hugh McLernon and Andrew Saker for the financial years ending on 30 June 2020 (**FY20**) and 30 June 2021 (**FY21**) at its 2018 Annual General Meeting.

The Company is only seeking Shareholder approval pursuant to Resolutions 5 and 6 due to the LTIP Amendments, the subject of Resolution 4, whereby the amendment to the definition of Comparator Group impacts upon whether performance conditions for the Performance Rights issued to Messrs Hugh McLernon and Andrew Saker for the financial years ending on 30 June 2020 (**FY20**), 30 June 2021 (**FY21**) and 30 June 2022 (**FY22**) vest.

The LTIP was approved by Shareholders at the annual general meeting of the Company in 2018.

The formula used to calculate the number of Performance Rights to be granted to Messrs McLernon and Saker under the LTIP will be determined by multiplying their respective total fixed remuneration (being the fixed base salary plus, if applicable, superannuation but excluding any other monetary benefits including any incentive awards) (**Total Fixed Remuneration**) by 1 and dividing the product by the Company VWAP to an applicable date of (i) 30 June of the preceding Financial Year or (ii) 31 December of the preceding Half Financial Year, whichever is closer at the relevant time of issue. The number of Performance Rights proposed to be issued to each of Messrs Saker and McLernon will be calculated in accordance with this formula.

In accordance with the above formula, the number of Performance Rights that may be issued to each of Messrs Saker and McLernon (or their nominees) in respect of FY20 is as follows:

Table A

Participant	Total Fixed Remuneration	Company VWAP⁽¹⁾	No of Performance Rights⁽²⁾
Andrew Saker	\$1,271,003	\$2.8753	442,036
Hugh McLernon	\$1,200,000	\$2.8753	417,342

Notes:

- (1) Company VWAP for the 5 days 25 to 29 June 2019
- (2) Subject to rounding

As at the date of this Notice, it will not be possible to determine the maximum number of Performance Rights to be issued to Messrs Saker and McLernon in respect of FY21 and FY22 because it is not possible to determine at this time the applicable Company VWAP in respect of those periods.

For the purposes of calculating the number of Performance Rights to be issued to Messrs Saker and McLernon for FY21 and FY22, the Total Fixed Remuneration variable will be the amount based on their respective FY20 Total Fixed Remuneration (as described in the table above) and will remain unchanged in respect of FY21 and FY22. If Messrs Saker and McLernon's Total Fixed Remuneration for any subsequent years is more than FY20, the Company will (if required) seek shareholder approval for such number of additional Performance Rights that may be issued as a result of the increase in the Total Fixed Remuneration.

Set out below are worked examples of the number of Performance Rights that may be issued to Messrs Saker and McLernon (or their nominees) per year based on hypothetical Company VWAP prices of \$3.50, \$4.00 and \$4.50 and the dilutionary effect on Shareholders based on the following assumptions:

- Performance Rights are issued based on the assumed VWAP;
- the maximum number of Performance Rights are taken up by the Participant;
- the vesting conditions under the LTIP are met in full and all of the Performance Rights vest and the Participant exercises those Performance Rights;
- dilution effect calculations are based on 249,410,560 being the current number of shares on issue as at 23 December 2019; and
- no further Shares are issued.

Table B

Participant	Assumed VWAP (\$)	Maximum number of Performance Rights Participant entitled to apply for ⁽³⁾	Number of Shares issued if Performance Rights vest ⁽³⁾	Dilution effect on existing Shareholders
Andrew Saker ⁽¹⁾	\$3.50	363,144	363,144	0.14%
	\$4.00	317,751	317,751	0.13%
	\$4.50	282,445	282,445	0.11%
Hugh McLernon ⁽²⁾	\$3.50	342,857	342,857	0.14%
	\$4.00	300,000	300,000	0.12%
	\$4.50	266,667	266,667	0.11%

Notes:

(1) Total Fixed Remuneration as at FY2020 of \$1,271,003.

(2) Total Fixed Remuneration as at FY2020 of \$1,200,000.

(3) Subject to rounding.

Vesting of Performance Rights is variable dependant on performance against the Company's TSR and Funds Deployed CAGR over a three year period. See paragraph 7 of is in Schedule 2 for further details on the vesting of Performance Rights.

The LTIP Rules provide the Remuneration Committee with the discretion to permit, in circumstances where the Participant is a 'good leaver', up to a pro rata number (based on the proportion of the relevant Performance Period completed) of such Participant's unvested Performance Rights to vest or continue to be held by the Participant (**Potential Retirement Benefits**).

The Board considers that the grant of Performance Rights to Mr Saker and Mr McLernon in accordance with the LTIP is a cost effective and efficient reward for the Company to make to appropriately incentivise their respective continued performance and is consistent with the strategic goals and targets of the Company.

A summary of the LTIP Rules (including the LTIP Amendments) is in Schedule 2. A copy of the LTIP Rules can be obtained by contacting the Company.

The passing of Resolutions 5 and 6 are subject to Resolution 4 being approved by Shareholders.

The Directors (other than Mr Saker and Mr McLernon) recommend that Shareholders vote **IN FAVOUR** of Resolutions 5 and 6.

8.2 Chapter 2E of Corporations Act

Chapter 2E of the Corporations Act requires that for a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

- (a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The issue of Performance Rights constitutes giving a financial benefit as Mr Saker and Mr McLernon are related parties of the Company by reason of being Directors.

The Board has considered the application of Chapter 2E of the Corporations Act and has resolved that the reasonable remuneration exception provided by section 211 of the Corporations Act is relevant in the circumstances and accordingly, the Company will not seek approval for the issue of the Performance Rights pursuant to section 208 of the Corporations Act.

8.3 Section 200B of Corporations Act

The Corporations Act restricts the benefits which can be given to individuals who hold a managerial or executive office (as defined in the Corporations Act) in connection with the retirement from their position of employment in the company or its related bodies corporate. A person who holds a managerial or executive office includes a member of Key Management Personnel. Mr Saker and Mr McLernon are both Key Management Personnel.

In accordance with section 200B of the Corporations Act, to give a benefit in connection with a person's retirement from an office, the Company must obtain the approval of Shareholders in the manner set out in section 200E of the Corporations Act.

A benefit includes automatic, or accelerated, vesting of share-based payments for a person or the exercise of discretion to allow a person to maintain a benefit they would not otherwise be entitled to retain, on, or as a result of, retirement from their position of employment in the company.

The Board has formed the view that the Potential Retirement Benefits may constitute a benefit for the purposes of section 200B of the Corporations Act.

Accordingly, Resolutions 5 and 6 seek Shareholder approval for the purposes of section 200E for Potential Retirement Benefits which may arise in relation to any Performance Rights issued to Mr Saker and Mr McLernon in respect of the 2020, 2021 and 2022 Financial Years.

8.4 Specific information required by section 200E of the Corporations Act

Information must be provided to Shareholders for the purposes of obtaining Shareholder approval as follows:

- (a) The value of the benefit relating to any Performance Rights held by Mr Saker or Mr McLernon which may arise in connection with their retirement from a managerial or executive office cannot presently be ascertained. However, matters, events and circumstances that will, or are likely to, affect the calculation of that value include:
- (i) the number of Performance Rights held prior to ceasing employment;
 - (ii) the circumstances of or reasons for ceasing employment with the Company;
 - (iii) the length of service with the Company and performance over that period of time;
 - (iv) any other factors that the Remuneration Committee determines to be relevant when exercising its discretion to provide Potential Retirement Benefits to Mr Saker or Mr McLernon;
 - (v) the market price of the Company's Shares on ASX at the relevant time; and
 - (vi) the risk free rate of return in Australia and the estimated volatility of the Company's Shares on ASX at the relevant time.
- (b) The Company will calculate the value of the benefit at the relevant time based on the above factors and using the Black Scholes and Monte Carlo pricing models to value the Performance Rights.

8.5 Listing Rule 10.19

Listing Rule 10.19 provides that without the approval of shareholders, an entity must ensure that no officer of the entity or any of its child entities will be, or may be, entitled to termination benefits if the value of those benefits and the termination benefits that may become payable to all officers together exceed 5% of the equity interests of the entity as set out in the latest accounts given to ASX under the Listing Rules.

The Company is also seeking Shareholder approval for the purposes of Listing Rule 10.19. The value of the termination benefit payable to Mr Saker or Mr McLernon depends on a number of factors, including the Remuneration Committee exercising its discretion under the LTIP to allow the provision of Potential Retirement Benefits. It also depends on the value of the Company's equity interests which vary over time. Accordingly, it is possible that the provision of the benefit associated with the acceleration of the vesting of Performance Rights may exceed 5% of the equity interests of the Company at the relevant time.

8.6 Listing Rule 10.14

Listing Rule 10.14 requires shareholder approval to be obtained where an entity issues, or agrees to issue, securities under an employee incentive scheme to a director of the entity, an associate of the director, or a person whose relationship with the entity, director or associate of the director is, in ASX's opinion, such that approval should be obtained.

Approval pursuant to Listing Rule 7.1 is not required in order to issue the Performance Rights to Mr Saker and Mr McLernon as approval is being obtained under Listing Rule 10.14. Accordingly, the issue of the Performance Rights to Mr Saker and Mr McLernon will not be included in the 15% calculation of the Company's annual placement capacity pursuant to Listing Rule 7.1.

Resolutions 5 and 6 are being put to Shareholders to seek approval for the issue of Performance Rights to Mr Saker and Mr McLernon pursuant to Listing Rule 10.14.

If Shareholder approval for Resolutions 5 and 6 is not obtained, the Company will not issue Performance Rights to Mr Saker and Mr McLernon for the financial years ending on 30 June 2020

(FY20), 30 June 2021 (FY21) and 30 June 2022 (FY22) as amended by the LTIP Amendments. The Company will continue be entitled to issue Performance Rights to Mr Saker and Mr McLernon for the financial years ending on 30 June 2020 (FY20) and 30 June 2021 (FY21), without the LTIP Amendments, as approved by Shareholders at the annual general meeting held on 21 November 2018.

8.7 Specific information required by Listing Rule 10.15

- (a) Subject to the terms of the LTIP, Performance Rights will be granted to Messrs Saker and McLernon (or their respective nominees, as applicable), who are Directors.
- (b) Pursuant to the current terms of the LTIP, the maximum number of Performance Rights Messrs Saker and McLernon may be invited to apply for and which may be issued is determined by multiplying their Total Fixed Remuneration by 1 and dividing the product by the Company VWAP to an applicable date of (i) 30 June of the preceding Financial Year or (ii) 31 December of the preceding Half Financial Year, whichever is closer at the relevant time of issue.

The number of Performance Rights that may be issued to each of Messrs Saker and McLernon in respect of FY20 is set out in Table A at section 8.1. At the date of the Notice, the number of Performance Rights that may be issued for FY21 and FY22 cannot be calculated at the date of this Notice because the Company VWAP in respect of those years will not be known until the conclusion of the of the relevant Financial Years or Half Financial Years (as applicable). The Total Fixed Remuneration variable will remain unchanged from the figures provided in the Table A of section 8.1 for the purpose of calculating the number of Performance Rights to be issued to Messrs Saker and McLernon in respect of FY21 and FY22.

- (c) The current total remuneration package Messrs Saker and McLernon are entitled to in respect of FY20 is set out in Table A at section 8.1.
- (d) Mr Saker have previously been granted a total of 1,849,081 Performance Rights under the LTIP and Mr McLernon have previously been granted a total of 1,743,346 Performance Rights under the LTIP. All these Performance Rights were issued at a nil acquisition price.
- (e) The summary of the terms of the Performance Rights and the LTIP Rules (including the LTIP Amendments) are contained in Schedule 2.
- (f) The Board considers that the grant of Performance Rights to Mr Saker and Mr McLernon in accordance with the LTIP is a cost effective and efficient reward for the Company to make to appropriately incentivise their respective continued performance and is consistent with the strategic goals and targets of the Company. The value of the Performance Rights issued to Mr Saker and Mr McLernon is equal to the VWAP of the Company's Shares at the time of issue multiplied by the number of Performance Rights issued.
- (g) The Company will grant the Performance Rights to Messrs Saker and McLernon no later than 3 years after the date of the Meeting or such longer period of time as ASX allows.
- (h) Subject to the terms of the LTIP, the Performance Rights to be issued to Mr Saker and Mr McLernon will be granted for no consideration. The Performance Rights to be issued to Mr Saker and Mr McLernon will have no exercise price.
- (i) No loan will be made to Mr Saker or Mr McLernon in relation to the acquisition of Performance Rights or Shares under the LTIP.

- (j) Each annual report of the Company relating to a period in which Performance Rights or Shares have been issued to, or acquired by, a Director, an associate of a Director or other person referred to in Listing Rule 10.14 under the LTIP will include:
 - (i) details of any such issue or acquisition; and
 - (ii) a statement that approval for the issue or acquisition of those Performance Rights or Shares to those persons was obtained under Listing Rule 10.14.
- (k) Any additional persons referred to in Listing Rule 10.14 who become entitled to participate in the LTIP after Resolutions 5 and 6 are approved and who are not named in this Notice will not participate until approval is obtained under Listing Rule 10.14.
- (l) A voting exclusion statement is included in the Notice for Resolutions 5 and 6.

Schedule 1 - Definitions

In this Notice, words importing the singular include the plural and vice versa.

A\$ means Australian Dollars.

Acquisition has the meaning given in Section 3.1.

Additional Consideration Shares has the meaning given in Section 3.3.

Annual Case Contribution Value has the meaning given in Section 3.4.

Annual Payment Amount has the meaning given in Section 3.4.

Annual Targets has the meaning given in Section 3.2.

Annual Variable Deferred Consideration Shares has the meaning given in Section 3.3.

ASX means ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.

ASX Waiver has the meaning given in Section 3.8.

Board means the board of Directors of the Company.

Business Day means a day (other than a Saturday, a Sunday or public holiday) on which banks are open for business in the Netherlands and Australia, other than for internet banking services only.

Chairman means the person appointed to chair the Meeting.

Change of Control Event means if:

- (a) the Company announces that its shareholders have at a Court convened meeting of shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;
- (b) a takeover bid (i) is announced, (ii) has become unconditional and (iii) the person making the takeover bid has a Relevant Interest in 50% or more of the issued Shares; or
- (c) any person acquires a Relevant Interest in 50.1% or more of the issued Shares by any other means.

Committee has the meaning given in Section 3.4.

Company means IMF Bentham Limited (ABN 45 067 298 088).

Company's TSR means the total shareholder return of the Company over the Performance Period calculated as follows:

$$\frac{((\text{End Date Share Price} - \text{Start Date Share Price}) + \text{Gross Dividends})}{\text{Start Date Share Price}} \times 100$$

Company VWAP means the VWAP of fully paid ordinary shares in the capital of the Company on issue during, and calculated over, the five days immediately prior to, and ending on, the applicable date.

Comparator Group has the meaning given in Section 7.1.

Completion means completion of the Acquisition by the Purchaser pursuant to the Share Purchase Agreement, being 8 November 2019.

Constitution means the constitution of the Company, as amended from time to time.

Contractor means a contractor engaged by a Group Company, who is determined by the Remuneration Committee in its discretion to be eligible to receive grants of Performance Rights under the LTIP.

Corporations Act means the *Corporations Act 2001* (Cth).

Deferred Consideration has the meaning given in Section 3.2.

Deferred Consideration Shares has the meaning given in Section 3.2.

Director means a director of the Company.

Eligible Participant has the meaning given to that term in Schedule 2.

Expiry Date means the day ending at 5.00pm (AEST) on the date 15 years after 1 July of the Financial Year in which the applicable Invitation is made to a Participant or such other earlier date as is determined by the Remuneration Committee and specified in an Invitation.

Explanatory Memorandum means the explanatory memorandum which forms part of this Notice.

Financial Year means a period from 1 July in any year to 30 June in the following year.

Funds Deployed means:

- (a) the intangible asset balance of the Group representing investments in Australian dollars as detailed in the Company's annual consolidated financial statements; and
- (b) the value, in Australian dollars, of any investment assets of funds, investment vehicle or other third parties which are under the management of the Group and are not included in the Company's annual consolidated financial statements.

Funds Deployed CAGR means the compound annual growth rate on the Funds Deployed during the applicable Performance Period.

Group means the Company and each Group Company.

Group Company means any one of the Company or a related body corporate (as defined in the Corporations Act) of the Company.

Invitation means an invitation made in accordance with the LTIP to an Eligible Participant to apply for Performance Rights under the LTIP.

Half Financial Year means a period from 1 July to 31 December in any year.

Key Management Personnel means persons having authority and responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise).

Knowledgeable Employees has the meaning given in Section 6.1.

Listing Rules means the listing rules of the ASX.

LTIP means the long term incentive plan of the Company.

LTIP Amendments has the meaning given in Section 7.1.

LTIP Rules means the rules of the LTIP, including the terms and conditions of a Performance Right as detailed in Schedule 3 to the rules of the LTIP.

Market Value means the daily volume-weighted average sale price of a Share on ASX (and/or if the Company is listed on another recognised public stock exchange, then the daily volume-weighted average sale price of a Share on all such exchanges) over the period starting on the beginning of the trading day which is 30 (thirty) trading days prior to the applicable Payment Date and ending at the end of the trading day which is 10 (ten) trading days prior to applicable Payment Date.

Market Value Compensation Amount has the meaning given in Section 3.3.

Maximum Good Leaver Proportion means, in respect of a tranche of unvested Performance Rights held by a Participant, the proportion calculated by dividing the number of days in the applicable

Performance Period which will have elapsed on the date the applicable Participant ceases to be an Eligible Participant by the total number of days in the applicable Performance Period.

Meeting has the meaning given in the introductory paragraph on page 1 of this Notice.

Minimum Deemed Issue Price has the meaning given in Section 3.8.

Notice means this notice of general meeting and includes the Explanatory Memorandum.

Omni Bridgeway Investment has the meaning given in Section 3.2.

Omni Bridgeway means Omni Bridgeway Holding B.V.

Participant means:

- (a) an Eligible Participant who has submitted an Application on his/her own behalf;
- (b) a nominee in whose favour an Eligible Participant has renounced his or her right to any Performance Rights;
- (c) a person who (i) holds vested Performance Rights, or (ii) holds unvested Performance Rights solely following an exercise of discretion by the Remuneration Committee in accordance with the LTIP; or
- (d) any person who is otherwise so designated by the Remuneration Committee.

Payment Date means the relevant date for the provision of the Deferred Consideration or Variable Deferred Consideration (as applicable).

Performance Period in respect of a Performance Right means the period commencing on 1 July of the Financial Year in which the applicable Invitation is made to a Participant and ending 36 months later.

Performance Right means a right granted pursuant to, and subject to, the LTIP.

Potential Retirement Benefits has the meaning given in Section 7.1.

Proxy Form means the proxy form attached to this Notice.

Purchaser has the meaning given in Section 3.1.

Qualified Purchasers has the meaning given in Section 6.1.

Relevant Interest has the meaning given in the Corporations Act.

Remuneration Committee means the remuneration committee of the Board as constituted from time to time.

Resolution means a resolution referred to in this Notice.

Restriction Deed means a deed executed in respect of Restricted Securities.

Restricted Securities has the same meaning as in the Listing Rules.

Section means a section of this Explanatory Memorandum.

Share means a fully paid ordinary share in the capital of the Company.

Shareholder means a shareholder of the Company.

Share Purchase Agreement has the meaning given in Section 3.1.

Total Fixed Remuneration means in respect of an Eligible Participant, the fixed base gross annual salary plus, if applicable, annual superannuation entitlement but for the avoidance of doubt excluding any other monetary entitlements including to any incentive awards under the STIP, LTIP or any other plans operated by a Group Company from time to time, save that if:

- (a) the applicable Eligible Participant was not an Eligible Participant on the first day of the Financial Year; or

- (b) the base salary payable to the applicable Eligible Participant has been varied during the applicable Financial Year,

such amount shall be adjusted proportionately and determined by the Remuneration Committee.

US Persons has the meaning given in Section 6.1.

Variable Deferred Consideration has the meaning given in Section 3.2.

Variable Deferred Consideration Shares has the meaning given in Section 3.2, comprising the aggregate of the Annual Variable Deferred Consideration Shares and Additional Consideration Shares.

Vendors has the meaning given in Section 3.1.

VWAP has the meaning given to the phrase 'volume weighted average market price' in the listing rules of ASX.

Schedule 2 - Summary of the Rules of the IMF Bentham Limited LTIP

The key terms of the LTIP and the Performance Rights are as follows:

1. **Eligible Participant:** A person who is:
 - (a) an Employee or Contractor who:
 - (i) performs an investment role at the level of an associate investment manager or above (as determined by the Remuneration Committee); or
 - (ii) performs a non-investment role which is determined by the Remuneration Committee to have equivalent seniority to the role specified in paragraph (i) above; or
 - (b) a director or company secretary of a Group Company; or
 - (c) otherwise so designated by the Remuneration Committee.
 2. **Invitation:** The Remuneration Committee may, from time to time, in its absolute discretion, invite any Eligible Participant to apply for up to a specified number of Performance Rights in two equal tranches (or such other proportion or number of tranches determined by the Remuneration Committee), upon the terms set out in the LTIP (**Invitation**).
 3. **Issue Price:** Performance Rights granted under the LTIP will be issued for no consideration and shall have no exercise price.
 4. **Dealings in Performance Rights:** An Eligible Participant may renounce the Invitation in respect of some or all of the Performance Rights in favour of one or more of:
 - (a) an immediate family member who is resident in Australia or in such other jurisdiction as the Remuneration Committee may approve in its absolute discretion;
 - (b) a company incorporated in Australia or in such other jurisdiction as the Remuneration Committee may approve in its absolute discretion whose members comprise solely the Eligible Participant and/or his/her immediate family members; or
 - (c) a company incorporated in Australia or in such other jurisdiction as the Remuneration Committee may approve in its absolute discretion which is the corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993 (Cth)*) of which the Eligible Participant is a director,in each case, subject to such person being a person to whom the Company is permitted to issue Performance Rights without publishing a disclosure document (**Nominee**).
- An Eligible Participant resident outside of Australia may not renounce the Invitation in favour of any other person without the prior written approval of the Remuneration Committee.
5. **Grant of Performance Rights:** Within 28 days after the end of the period for submitting an application, as specified in the Invitation, and except where such Invitation is deemed never to have been made in accordance with the terms of the LTIP, the Remuneration Committee will, in respect of each Eligible Participant, or (where applicable) his or her Nominee (**Participant**), issue the Performance Rights which are the subject of the relevant application to such person.

The Company will issue the Participant with a certificate evidencing the issue of the Performance Rights and enter or cause to be entered in the register the relevant details of such issue.

6. **Determination of Performance Conditions:** A Performance Right shall be subject to the following performance conditions:

- (a) subject to the LTIP, a Participant or, where a Participant is a Nominee the Eligible Participant by virtue of whom a Nominee holds Performance Rights, must remain an Eligible Participant for the full Performance Period (other than any approved leave of absence) and not have given or (to the extent applicable) received notice on or prior to the End Date to terminate such status;
- (b) in respect of Tranche 1 Performance Rights, the Company's TSR shall be:
 - (i) greater than zero; and
 - (ii) when ranked against the total shareholder returns achieved by each member of the Comparator Group equal to greater than the returns of 50% of companies in the Comparator Group; and
- (c) in respect of Tranche 2 Performance Rights, the Company achieves a Funds Deployed CAGR of 5% or more,

(Performance Conditions).

7. **Satisfaction of Performance Conditions:** At the end of each Performance Period for a Participant, the Remuneration Committee will:

- (a) determine in its sole discretion whether and, if so, the extent to which, the Performance Conditions applicable to that Performance Period have been satisfied;
- (b) if the Performance Conditions have been satisfied, determine whether a Performance Right has vested or lapsed by application of the Tranche 1 Vesting Matrix or the Tranche 2 Vesting Matrix, as applicable, as detailed below:
 - (i) Tranche 1 Vesting Matrix

Company Percentile Ranking	Percentage of Tranche 1 Performance Rights Vesting
Equal to the 50th percentile	50%
Between the 50th and 75th percentile	Between 50% and 100%, determined on a straight-line basis
Equal to the 75th percentile or above	100%

- (ii) Tranche 2 Vesting Matrix

Funds Deployed CAGR Hurdle	Percentage of Tranche 2 Performance Rights Vesting
5%	50%

Funds Deployed CAGR Hurdle	Percentage of Tranche 2 Performance Rights Vesting
Between 5% and 7%	Between 50% and 100%, determined on a straight-line basis
7% and above	100%

- (c) advise the Participant in writing:
 - (i) of the applicable number of vested Performance Rights now held by that Participant; or
 - (ii) of the applicable number of Performance Rights that have lapsed; and
- (d) amend the register to reflect the vesting or lapse of the Performance Rights.

8. **Exercise on Vesting:** A vested Performance Right may be exercised by a Participant resident in Australia at any time from the date of receipt of a vesting notice until such time as the vested Performance Rights lapse in accordance with the LTIP. A vested Performance Right held by a Participant not resident in Australia will automatically be exercised in favour of the Participant.

9. **Ceasing to be Eligible Participant:** Subject to paragraph 11, if a Participant, or where the Participant is a Nominee, the Eligible Participant by virtue of whom such Nominee holds Performance Rights, ceases to be an Eligible Participant due to:

- (a) his or her death or total and permanent disability;
- (b) his or her bona fide redundancy;
- (c) his or her bona fide retirement;
- (d) his or her termination of employment, office or contract, in each case, by agreement with the Relevant Group Company;
- (e) any reason specified in paragraph 10(c) of this Schedule 2, where the Remuneration Committee has determined to exercise its discretion to not apply such provision; or
- (f) for any reason other than a reason specified in paragraph 10(c) of this Schedule 2,

(Good Leaver) the unvested Performance Rights issued in respect of a Performance Period which has concluded but for which the Remuneration Committee has not made a determination pursuant to the LTIP as to whether such Performance Rights have vested, will not lapse prior to such determination being concluded. In respect of all other unvested Performance Rights held by the Good Leaver, the Remuneration Committee may at any time exercise its discretion to do one or more of the following:

- (a) permit unvested Performance Rights held by the Good Leaver or his or her Nominee(s) to vest; or
- (b) permit such unvested Performance Rights held by the Good Leaver or his or her Nominee(s) to continue to be held by the applicable holder save that Performance Condition "A" (as described in paragraph 6(a) of this Schedule 2) shall be deemed

to be satisfied in circumstances where any of the other Performance Conditions become satisfied in whole or in part;

in each case up to a Maximum Good Leaver Proportion of such Participant's unvested Performance Rights. In the event of death of the Good Leaver, his or her personal representatives or successor in title shall be entitled to benefit from any exercise of the above discretionary powers by the Remuneration Committee.

Absent any exercise of the above discretionary powers by the Remuneration Committee, all unvested Performance Rights held by a Good Leaver or his or her Nominee, shall lapse automatically upon the Good Leaver ceasing to be an Eligible Participant or in the event of the death of the Good Leaver, 15 Business Days after such death.

10. **Lapsing of Performance Rights:** A Performance Right lapses:

- (a) in the case of a vested Performance Right, on the Expiry Date; and
- (b) in the case of an unvested Performance Right, on the earlier of:
 - (i) the date of the issue of a notice of lapse by the Company; or
 - (ii) otherwise in accordance with the LTIP;
- (c) where, in the opinion of the Remuneration Committee, a Participant, of where the Participant is a Nominee, the Eligible Participant by virtue of whom such Nominee holds Performance Rights ceases to be an Eligible Participant due to the following:
 - (i) acts or has acted fraudulently or dishonestly;
 - (ii) is guilty of gross misconduct;
 - (iii) provides notice of his or her resignation (other than with the agreement of the relevant Group Company) or is given notice of termination of employment by the relevant Group Company; or
 - (iv) is in breach or has breached any of his or her obligations to the Company,

(Bad Leaver) unless the Remuneration Committee resolves otherwise, any unvested Performance Rights held by the Bad Leaver or his or her Nominee(s) will automatically lapse with effect from the date the Bad Leaver ceased being an Eligible Participant, save that in respect of Bad Leaver pursuant to clause 10(c)(iii) only, the unvested Performance Rights issued in respect of a Performance Period which has concluded but for which the Remuneration Committee has not made a determination pursuant to the LTIP as to whether such Performance Rights have vested, will not lapse prior to such determination being concluded.
- (d) in accordance with paragraph 9 of this Schedule 2; or
- (e) a Participant granting a security interest, disposing of or dealing with the Performance Right or any interest in the Performance Right in circumstances where the Remuneration Committee does not apply its discretion to determine otherwise.

11. **Approved leave of absence:** Unless otherwise resolved by the Remuneration Committee, an Eligible Participant, granted an approved leave of absence and who exercises their right to return to work under any applicable award, enterprise agreement, other agreement, statute or regulation before the exercise of a Performance Right under the LTIP will be treated as not having ceased to be an Eligible Participant. However, in circumstances where during the

approved leave of absence, the Eligible Participant was granted a period of ex gratia unpaid leave outside of any legal or statutory entitlements, the Remuneration Committee, in its absolute discretion, may:

- (a) reduce the number of Performance Rights offered to such Eligible Participant in the applicable Financial Year on a pro rata basis; or
- (b) to the extent Performance Rights have been issued to such Participant within the Financial Year prior the period of unpaid leave being taken, cause by notice to such Eligible Participant, a pro rata number of such issued Performance Rights to lapse,

to account for the period of unpaid leave during the relevant Financial Year.

12. **Issue of shares:** Subject to the Corporations Act, the Listing Rules and the LTIP, the Company must issue to, or procure the transfer to, the Participant (or to the trustee of the Employee Share Trust to be held on behalf of the Participant) the number of Shares the Participant is entitled to be issued in respect of vested Performance Rights that are exercised. For an Eligible Participant resident in Australia this is one Share in respect of each Performance Right, for an Eligible Participant otherwise resident, the number of Shares, or part thereof, to be issued upon exercise of a Performance Right may be adjusted to take account of any movement in the applicable foreign exchange rates between the time of the applicable Invitation and exercise.
13. **Share ranking:** All Shares issued under the LTIP will rank equally with all other issued Shares, and will be entitled in full to those dividends which have a record date for determining entitlements after the date of issue.
14. **Listing of Shares on ASX:** The Company will use its best endeavours to obtain official quotation of all Shares issued under the LTIP on ASX.
15. **Change of Control:** All unvested Performance Rights automatically vest where one of the following events has occurred or, in the opinion of the Board, will occur:
 - (a) the Company announces that its shareholders have at a Court convened meeting of shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the Court, by order, approves the scheme of arrangement;
 - (b) a Takeover Bid:
 - (i) is announced;
 - (ii) has become unconditional; and
 - (iii) the person making the Takeover Bid has a Relevant Interest in 50% or more of the Shares; or
 - (c) any person acquires a Relevant Interest in 50.1% or more of the Shares by any other means.
16. **Adjustment for bonus issues:** If Shares are issued pro rata to the Company's shareholders generally by way of bonus issue, the number of Performance Rights to which each Participant is entitled shall be increased by that number of securities which the Participant would have been issued if the Performance Rights then held by the Participant were excised immediately prior to the record date of the bonus issue.

17. **Pro rata issues:** If during the term of any Performance Right, the Company makes a pro rata issue of securities to the Company's shareholders by way of a rights issue, a Participant shall not be entitled to participate in the rights issue in respect of any Performance Rights. A Participant will not be entitled to any adjustment to the number of Shares issued under the LTIP that he or she is entitled to or adjustment to any Performance Condition which is based, in whole or part, on the Company's share price, as a result of the Company undertaking a rights issue.
18. **Adjustment for reconstruction:** In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company, the number of Performance Rights to which each Participant is entitled shall be reconstructed (as appropriate) in accordance with the Listing Rules and in a manner determined by the Board to ensure that no advantage or disadvantage accrues to the Participant as a result of such corporate actions.
19. **Hedging Transactions:** Participants are prohibited from entering into any transactions (whether through the use of derivatives or otherwise) which seek to mitigate any economic risk or exposure in relation to any Performance Rights, including, without limitation, entering into a put option (or similar transaction) in respect of Shares which may become issued pursuant to Performance Rights to mitigate the risk of a change in the price of the Shares between the date of the put option and the date the Shares may become issued.
20. **Amendments:** Subject to the LTIP and the Listing Rules, the Board may from time to time amend or supplement the LTIP rules in any respect. However, in respect of an issued Performance Right no amendment made to the terms and conditions of the LTIP or the Performance Rights shall bind a Participant in respect of such Performance Rights unless such amendment:
 - (a) is consented to in writing by a Participant; or
 - (b) is introduced for complying with, or conforming to, the Listing Rules, or State or Commonwealth legislation governing or regulating the maintenance or operation of the LTIP or similar plans.

LODGE YOUR VOTE

-  **ONLINE**
www.linkmarketservices.com.au
-  **BY MAIL**
 IMF Bentham Limited
 C/- Link Market Services Limited
 Locked Bag A14
 Sydney South NSW 1235 Australia
-  **BY FAX**
 +61 2 9287 0309
-  **BY HAND**
 Link Market Services Limited
 1A Homebush Bay Drive, Rhodes NSW 2138
-  **ALL ENQUIRIES TO**
 Telephone: 1300 554 474 Overseas: +61 1300 554 474



X99999999999

PROXY FORM

I/We being a member(s) of IMF Bentham Limited and entitled to attend and vote hereby appoint:

APPOINT A PROXY

the Chairman of the Meeting (mark box) **OR** if you are **NOT** appointing the Chairman of the Meeting as your proxy, please write the name of the person or body corporate you are appointing as your proxy

or failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the General Meeting of the Company to be held at **9:30am (AEDT) on Friday, 14 February 2020 at The Fullerton, 1 Martin Place, Sydney NSW 2000** (the Meeting) and at any postponement or adjournment of the Meeting.

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business.


STEP 1

VOTING DIRECTIONS

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting. Please read the voting instructions overleaf before marking any boxes with an

Resolutions

	For	Against	Abstain*		For	Against	Abstain*
1 Approval of Annual Variable Deferred Consideration Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5 Approval of Issue of Performance Rights to Mr Hugh McLernon under the LTIP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Change of Company Name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6 Approval of Issue of Performance Rights to Mr Andrew Saker under the LTIP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Modification of Constitution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Approval of Amendment and Renewal of LTIP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 * If you mark the Abstain box for a particular Item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

STEP 2

SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED

Shareholder 1 (Individual)	Joint Shareholder 2 (Individual)	Joint Shareholder 3 (Individual)
<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>
Sole Director and Sole Company Secretary	Director/Company Secretary (Delete one)	Director

This form should be signed by the shareholder. If a joint holding, either shareholder may sign. If signed by the shareholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).

STEP 3



HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

YOUR NAME AND ADDRESS

This is your name and address as it appears on the Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

APPOINTMENT OF PROXY

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name of that individual or body corporate in Step 1. A proxy need not be a shareholder of the Company.

DEFAULT TO CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote those proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Form.

VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

You may direct your proxy how to vote by placing a mark in one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF A SECOND PROXY

You are entitled to appoint up to two persons as proxies to attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's share registry or you may copy this form and return them both together.

To appoint a second proxy you must:

- on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of shares applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and
- return both forms together.

SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided:

Individual: where the holding is in one name, the holder must sign.

Joint Holding: where the holding is in more than one name, either shareholder may sign.

Power of Attorney: to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the *Corporations Act 2001*) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" must be produced prior to admission in accordance with the Notice of Meeting. A form of the certificate may be obtained from the Company's share registry or online at www.linkmarketservices.com.au.

LODGEMENT OF A PROXY FORM

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given below by **9:30am (AEDT) on Wednesday, 12 February 2020**, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged using the reply paid envelope or:



ONLINE

www.linkmarketservices.com.au

Login to the Link website using the holding details as shown on the Proxy Form. Select 'Voting' and follow the prompts to lodge your vote. To use the online lodgement facility, shareholders will need their "Holder Identifier" - Securityholder Reference Number (SRN) or Holder Identification Number (HIN).



BY MOBILE DEVICE

Our voting website is designed specifically for voting online. You can now lodge your proxy by scanning the QR code adjacent or enter the voting link www.linkmarketservices.com.au into your mobile device. Log in using the Holder Identifier and postcode for your shareholding.

QR Code



To scan the code you will need a QR code reader application which can be downloaded for free on your mobile device.



BY MAIL

IMF Bentham Limited
C/- Link Market Services Limited
Locked Bag A14
Sydney South NSW 1235
Australia



BY FAX

+61 2 9237 0309



BY HAND

delivering it to Link Market Services Limited*
1A Homebush Bay Drive
Rhodes NSW 2138

* During business hours (Monday to Friday, 9:00am–5:00pm)

**IF YOU WOULD LIKE TO ATTEND AND VOTE AT THE GENERAL MEETING, PLEASE BRING THIS FORM WITH YOU.
THIS WILL ASSIST IN REGISTERING YOUR ATTENDANCE.**