



Insignia Financial Ltd
ABN 49 100 103 722
Level 1, 800 Bourke Street
Docklands VIC 3008

GPO Box 264
Melbourne VIC 3001
Phone 13 13 69

24 February 2022

Insignia Financial Ltd Dividend Reinvestment Plan

The Board of Insignia Financial Ltd (ASX: IFL) (Insignia Financial) is pleased to announce the introduction of a Dividend Reinvestment Plan (DRP).

The DRP will be effective for the fully franked interim dividend announced today of 11.8 cents per share in respect of the half year ended 31 December 2021, to be paid on Friday 1 April 2022.

Key dates in relation to the dividend and DRP are as follows:

- Dividend amount 11.8 cents per share fully franked
- Ex-dividend date 10 March 2022
- Record date 11 March 2022
- Price calculation period 15 March – 28 March 2022 (inclusive)
- DRP Election Date 14 March 2022
- DRP Shares provided 7 April 2022

The DRP will apply to the dividend announced today. The DRP allows eligible shareholders to elect to re-invest part or all of their dividend into additional Insignia Financial shares. The DRP provides that a discount may be applied to shares provided under the DRP at the discretion of the Company.

No brokerage, commission or other transaction costs will be payable by eligible shareholders on shares provided under the DRP.

A 1.5% discount to the 10 day volume weighted average price will apply to shares provided under the DRP for the 2022 interim dividend announced today. This discount may not apply to future dividends and any future discount would be announced to ASX.

The full terms and conditions of the DRP are set out in the DRP Rules and DRP booklet. The DRP booklet sets out the key features and some frequently asked questions about participation in the DRP and is attached or is otherwise available online at the Company's website www.insigniafinancial.com.au. The DRP rules are also available on the Company's website.

Participation in the DRP is voluntary. If eligible shareholders wish to participate they need to respond to correspondence from Insignia Financial's share registry, Boardroom (the "Share Registry") or elect to participate online via the attached DRP Election / Notice of Variation Form available at www.investorserve.com.au by 5pm (Melbourne time) on 14 March 2022.

The key features of the DRP include:

- Participation is voluntary.
- To be eligible, shareholders must have an Insignia Financial registered address in Australia or New Zealand to participate.
- By participating, shareholders can increase their shareholding by reinvesting any dividends they may be entitled to in additional shares.
- Shareholders can have all or part of their shares participating in the DRP.
- Shareholders do not have to appoint a broker and will not pay any fees, brokerage or other transaction costs for shares provided under the DRP.
- Shareholders can join, withdraw, or vary participation in the DRP at any time.
- Shares provided under the DRP will rank equally with existing shares.
- Shares provided under the DRP may be issued at a discount if the Company has decided to apply a discount to that dividend.
- DRP statements outlining the dividend calculation and details of participation will be sent to shareholders on, or as soon as practicable after, the date the shares are provided to them.

Those interested shareholders are strongly encouraged to read the full terms and conditions set out in the DRP Rules and seek financial advice before electing to participate.

Shareholders are encouraged to ensure their contact details and payment preferences held with the Share Registry are up to date via www.investorserve.com.au.

If you have any questions, please contact Insignia Financial's Share Registry by email at insigniafinancial@boardroomlimited.com.au or by telephone on 1300 552 203 (within Australia) or +61 2 8196 2893 (outside Australia).

-ENDS-

Authorised for release by the Board of Insignia Financial Ltd.

Investor Enquiries:

Andrew Ehlich
GM Capital Markets
Insignia Financial
M: +61 407 223 044
E: andrew.ehlich@ioof.com.au

Media enquiries:

Kristen Allen
GM Corporate Affairs
Insignia Financial Ltd
M: 0412 759 753
E: kristen.allen@ioof.com.au

About Insignia Financial Ltd

Insignia Financial has been helping Australians secure their financial future since 1846. During that time, we have grown substantially to become one of the largest groups in the financial services industry.

Insignia Financial provides advisers and their clients with the following services:

- **Financial Advice** services via our extensive network of financial advisers;
- **Portfolio & Estate Administration** for advisers, their clients and hundreds of employers in Australia; and
- **Investment Management** products that are designed to suit any investor's needs.

Further information about Insignia Financial can be found at www.insigniafinancial.com.au



Level 1, 800 Bourke Street
Melbourne VIC 3000
Phone 13 13 69

GPO Box 264
Melbourne VIC 3001

24 February 2022

Dear Shareholder,

Introduction of Insignia Financial Ltd Dividend Reinvestment Plan

Insignia Financial Ltd (Insignia Financial) today announced the introduction of a dividend reinvestment plan (DRP), alongside its 2022 half year financial results.

The Board also announced an Interim dividend of 11.8 cents per share and is pleased to advise that the DRP will be in operation for this interim dividend.

Under the DRP and subject to the terms of the DRP Rules, eligible shareholders may elect to reinvest part or all of their Insignia Financial dividends into additional Insignia Financial shares. Shares issued or transferred to shareholders participating in the DRP will be free of brokerage and other transaction costs.

The DRP price for the upcoming dividend will be set at a 1.5% discount to the volume weighted average price of Insignia Financial shares over the pricing period in accordance with the DRP Rules. This discount may not apply to future dividends and any future discount would be announced to ASX.

To participate in the DRP for the upcoming dividend, eligible shareholders must lodge a DRP Election / Notice of Variation Form with the Share Registry (or record your election online) by 5.00pm (AEST) on Monday 14 March 2022.

To make a DRP election, you can complete and return your enclosed personalised DRP form, or log on as a Registered User to www.investorserve.com.au, click on "Payment Instructions" and then "Reinvestments & Donations".

Interested shareholders are strongly encouraged to read the DRP Rules and DRP Booklet before electing to participate in the DRP. The DRP Rules and DRP Booklet are available at www.insigniafinancial.com.au

Below is the timetable for the upcoming dividend:

- Ex-dividend Date Thursday 10 March 2022
- Record Date Friday 11 March 2022
- Last Date for DRP Elections Monday 14 March 2022
- Pricing Period Tuesday 15 March 2022 to Monday 28 March 2022
- DRP Shares provided Thursday 7 April 2022

If you have any questions, please contact the Share Registry on 1300 552 203 (within Australia) or +61 2 8196 2893 (outside Australia) or email insigniafinancial@boardroomlimited.com.au

Thank you for your ongoing interest and support of Insignia Financial.

Yours sincerely,

Adrianna Bisogni
Group Company Secretary
Insignia Financial Ltd

Dividend Reinvestment Plan Rules

Insignia Financial Ltd

King & Wood Mallesons

Level 27
Collins Arch
447 Collins Street
Melbourne VIC 3000
Australia
T +61 3 9643 4000
F +61 3 9643 5999
DX 101 Melbourne
www.kwm.com

Dividend reinvestment plan rules

Contents

1	Definitions and interpretation	1
1.1	Definitions	1
1.2	Interpretation	2
2	Commencement of Plan	3
3	Eligibility and participation in the Plan	3
3.1	Eligible Shareholders	3
3.2	No transfer	3
3.3	DRP Election Form	3
3.4	Joint holders	3
3.5	Electronic facility	3
3.6	Multiple shareholding accounts	3
4	Degree of participation	3
4.1	Participation	3
4.2	Limited participation	4
4.3	Application taken to be for full participation	4
5	Acceptance of applications	4
5.1	Director's discretion	4
5.2	Rejection of DRP Election Form	4
5.3	Effectiveness of DRP Election Form	4
5.4	Record of DRP Participation	5
5.5	Significance of applying	5
6	Reinvestment of Dividends	5
6.1	Reinvestment	5
6.2	Plan accounts	6
6.3	Entitlement formula	6
6.4	No discount unless otherwise determined	6
6.5	Residual positive balance	7
6.6	Statements	7
6.7	Equal ranking	7
6.8	Allocation of Shares and despatch of statements	7
6.9	Quotation on ASX	8
7	Variation or termination of participation	8
7.1	Notice of Variation	8
7.2	Participation taken to be terminated	8
7.3	Part disposal and no notice	8
7.4	Termination on death or bankruptcy	8
8	Modification, suspension and termination of the Plan	8
8.1	Directors may act	8
8.2	Modification	9
8.3	Suspension	9

8.4	No Dividends during suspension	9
8.5	Recommencement	9
8.6	Notice	9
8.7	No liability	10
8.8	Omission or non-receipt of notice	10
9	Administration of the Plan	10
10	Participants to be bound	10
11	Costs to Participants	10
12	Governing law	10
13	Additional information	10

Dividend Reinvestment Plan Rules

1 Definitions and interpretation

1.1 Definitions

The following words have these meanings in these Rules, unless the contrary intention appears:

Allocation means the issue of Shares to a Participant under the Plan or the transfer of Shares acquired for the purposes of the Plan to a Participant, as the case may be. “**Allocate**” and “**Allocated**” have a corresponding meaning.

ASX means ASX Limited (ABN 98 008 624 691) or Australian Securities Exchange as appropriate.

Board means the board of Directors of the Company.

Company means Insignia Financial Ltd (ACN 100 103 722).

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

Directors means the directors of the Company acting as a board or any duly appointed committee of the Board.

Dividend means a cash dividend or cash component of a dividend paid by the Company.

DRP Election Form means the application to participate in the Plan in respect of a particular shareholding account in the form that the Directors from time to time approve.

Eligible Shareholder means a person registered as the holder of at least any minimum number of Shares determined by the Directors under Rule 4.1, other than:

- (a) a person with a registered address in any place where, in the reasonable opinion of the Directors, participation or the making of an offer or invitation to participate in the Plan is unlawful or would require compliance with conditions which the Directors in their sole discretion regard as unacceptable or unduly onerous; or
- (b) a person whose participation in the Plan would otherwise, in the reasonable opinion of the Directors, be unlawful, impractical, impossible or would have an adverse effect on the regulatory approvals or licences which the Company holds or for which it intends to apply.

Listing Rules means the Listing Rules of ASX and any other applicable rules of ASX modified to the extent of any express written waiver by ASX.

Normal Trade means all trades excluding special trades such as special crossings, overseas trades, option exercise trades and any other trade determined by the Board in its discretion to not be reflective of normal trading in Shares.

Notice of Variation means a notice in the form that the Directors from time to time approve for a Participant to increase or decrease the number of the Participant's Plan Shares.

Offer Price means, in respect of any Shares Allocated under the Plan, the arithmetic average of the daily volume weighted average market price (rounded to the nearest cent) of all Shares sold through a Normal Trade on the ASX and the market known as 'Cboe Australia' automated trading systems during a period of not more than 10 trading days, as determined by the Board, commencing two trading days after the record date, or any other date as determined by the Board, in respect of the relevant Dividend, less any discount determined by the Directors under Rule 6.4.

The weighted average market price will be calculated by the Board or a person nominated by the Board, by reference to any information the Board approves for the purpose. A determination by the Board of the price binds all Participants.

Participant means an Eligible Shareholder whose application to participate in the Plan in respect of a particular shareholding account has been accepted by the Directors.

Plan means the Insignia Financial Dividend Reinvestment Plan, the terms of which are set out in these Rules.

Plan Shares means the Shares in a particular shareholding account which are designated by a Participant as Shares the dividend on which is to be applied to acquire Shares under the Plan.

Rules means the rules of the Plan as varied from time to time.

Share Registry means Boardroom or any other share registry that maintains the Share register of the Company.

Shares means fully paid ordinary shares in the Company, and any other shares in the Company that the Directors decide are eligible for participation in the Plan.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation.

Unless the contrary intention appears, in these Rules:

- (a) the word "person" includes a body corporate, a partnership and joint venture;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a document or these Rules includes any variation or replacement of it;
- (d) a reference to a particular person includes a reference to the person's legal personal representatives, executors, administrators and successors;
- (e) a reference to legislation includes regulations and other instruments made under it and any variation or replacement of any of them;
- (f) a reference to the exercise of a power or discretion includes a decision not to exercise the power or discretion; and

- (g) the meaning of general words is not limited by specific examples introduced by “including”, “for example” or “such as” or similar expressions.

2 Commencement of Plan

The Directors may determine the date on which the Plan and these Rules will commence operation.

3 Eligibility and participation in the Plan

3.1 Eligible Shareholders

The Company may from time to time invite Eligible Shareholders to participate in the Plan.

3.2 No transfer

Participation in the Plan is optional and is not transferable.

3.3 DRP Election Form

Subject to Rule 3.5, to apply to participate in the Plan, Eligible Shareholders must complete, sign and lodge a DRP Election Form with the Share Registry.

A DRP Election Form can be obtained from the Company’s website or by contacting the Share Registry.

3.4 Joint holders

Subject to Rule 3.5, all joint holders of Shares must sign a single DRP Election Form for it to be valid. If one or more of the joint holders of the Shares is not an Eligible Shareholder, none of the joint holders can apply to participate in the Plan with respect to the Shares jointly held.

3.5 Electronic facility

The Directors may determine that Eligible Shareholders can lodge DRP Election Forms electronically, through the Share Registry’s website at www.investorserve.com.au. Any electronic facility will be referred to on the Company’s website. Any DRP Election Forms lodged electronically must comply with the terms and conditions of the facility.

3.6 Multiple shareholding accounts

An Eligible Shareholder must lodge a separate DRP Election Form for each holding of Shares in relation to which they wish to participate in the Plan.

4 Degree of participation

4.1 Participation

An Eligible Shareholder who wishes to participate in the Plan must elect on the DRP Election Form the degree to which the shareholder wishes to participate in the Plan. Participation in the Plan may be either:

- (a) full participation - for all the Participant's shareholding from time to time however acquired (including Shares Allocated under the Plan);
- (b) partial participation - for a specific number of Shares nominated by the Participant together with the Shares acquired under the Plan and any bonus shares issued in respect of Plan Shares. If at the record date for a Dividend, the number of Shares held by the Participant is fewer than the nominated number, then the Plan will apply only to that lesser number for that Dividend; or
- (c) partial participation for a specific proportion of Shares held by the Participant at the relevant time.

4.2 Limited participation

Despite Rule 4.1, the Directors may at any time by written notice to Eligible Shareholders limit participation in the Plan by limiting the amount of Dividend which may be reinvested under the Plan.

4.3 Application taken to be for full participation

A DRP Election Form received by the Company is taken to be an application for full participation in the Plan for all shareholding accounts of the Eligible Shareholder if the Eligible Shareholder does not clearly indicate:

- (a) the shareholding account to which the election form applies; or
- (b) the degree of participation in the Plan.

An Eligible Shareholder is not entitled to notice under this Rule 4.3.

5 Acceptance of applications

5.1 Director's discretion

The Directors may in their absolute discretion accept or refuse any DRP Election Form, without having to give any reason for their decision.

5.2 Rejection of DRP Election Form

If the Directors refuse to accept a DRP Election Form, the Company must notify the Eligible Shareholder as soon as is practicable that the DRP Election Form has been rejected.

5.3 Effectiveness of DRP Election Form

Subject to Rule 5.1, an Eligible Shareholder's participation in the Plan commences from the first Dividend payment after the Company receives the DRP Election Form, provided it is received in the timeframes set by the Listing Rules, being the business day after the record date for that Dividend or any other day prescribed by the Listing Rules, and continues until:

- (a) superseded by a later Notice of Variation;
- (b) the Participant terminates their participation in the Plan; or
- (c) the Plan is suspended or terminated.

5.4 Record of DRP Participation

The Company will record for each shareholding account of each Participant particulars of:

- (a) the name and address of the Participant; and
- (b) the number of Plan Shares held by the Participant from time to time.

The Company's records will be conclusive evidence of the matters recorded.

5.5 Significance of applying

By applying to participate in the Plan in accordance with Rule 3, an applicant:

- (a) represents to the Directors that it is an Eligible Shareholder;
- (b) authorises the Directors (and their officers or agents) to correct any error in, or omission from, the applicant's DRP Election Form or any later Notice of Variation;
- (c) acknowledges that the Company may at any time irrevocably determine that the applicant's DRP Election Form is valid, in accordance with these Rules, even if the DRP Election Form is incomplete, contains errors or is otherwise defective;
- (d) acknowledges that the Directors may reject any DRP Election Form;
- (e) acknowledges any discount applicable under Rule 6.4, may be different from one Dividend to the next; and
- (f) acknowledges that none of the Directors, the Company or the Share Registry has provided the applicant with investment advice or financial product advice and that none of the above has any obligation to provide any advice concerning the applicant's decision to apply to participate in the Plan.

6 Reinvestment of Dividends

6.1 Reinvestment

The Directors may determine whether to Allocate Shares by issuing new Shares to a Participant or by transferring Shares to a Participant, or a combination of both, to satisfy the obligations of the Company under these Rules. Any Dividends on Plan Shares which the Company is entitled to retain under its Constitution or otherwise will not be available for acquiring Shares.

Any portion of a Participant's Dividends on Plan Shares:

- (a) which is deductible by the Company as withholding tax; or
- (b) which the Company is entitled or required to withhold or deduct for any reason from the Dividend payable to that Participant,

will not be applied to acquire Plan Shares.

6.2 Plan accounts

The Directors will establish and maintain a Plan account for each shareholding account of each Participant. At the time of each Dividend payment, the Directors will:

- (a) determine the Dividend payable in respect of the Plan Shares which may be reinvested under the Plan (before any deduction referred to in paragraph (b) below);
- (b) determine any amount to be withheld or deducted under Rule 6.1, and any other sum the Company is entitled to retain in respect of the Plan Shares;
- (c) credit the amount in paragraph (a) above and debit any amount in paragraph (b) above to the Participant's Plan account;
- (d) determine the maximum whole number of Shares which can be acquired under these Rules by using the amount in the Participant's Plan account;
- (e) on behalf of and in the name of the Participant, subscribe for or cause the transfer of the number of Shares determined under paragraph (d) above and debit the aggregate Offer Price for those Shares against the balance in the Participant's Plan account; and
- (f) carry forward any residual positive balance.

6.3 Entitlement formula

The number of Shares Allocated to each Participant will be the whole number equal to, or when not a whole number, the nearest whole number calculated in accordance with the formula below and Rule 6.5:

$$\frac{D - T + R}{O}$$

where:

- D is the Dividend payable on the Participant's Plan Shares as at the record date for that Dividend which may be reinvested under the Plan;
- T is any withholding tax or other sum the Company is entitled to deduct or retain in relation to the Dividend or the Plan Shares;
- R is the residual positive balance carried forward in the Participant's Plan account;
- O is the Offer Price.

Shares will not be Allocated under the Plan if the Allocation would breach the Listing Rules or any applicable law.

6.4 No discount unless otherwise determined

No discount will apply for the purposes of calculating the Offer Price unless the Directors determine otherwise. If the Directors resolve to apply a discount for the purposes of calculating the Offer Price, the discount must not exceed a percentage amount determined by the Directors from time to time.

Any discount determined by the Directors in respect of the Plan for a particular Dividend may differ from any discount determined by the Directors in respect of the Plan for any other Dividend.

The discount allocated for a particular Dividend:

- (a) may be nil; and
- (b) may be varied by announcement on the Company's website and to ASX at any time, but any variation will not apply to Dividends already announced.

6.5 Residual positive balance

This Rule applies if the number of Shares Allocated under the Plan to any Participant is the nearest whole number below the number determined in accordance with Rule 6.3. If so, the difference between the positive balance of the Participant's Plan account (before Allocation) and the total subscription price for those Shares will be recorded as a residual positive balance in the Participant's Plan account. The residual positive balance will be carried forward, on behalf of the Participant, to the next Dividend. No interest will accrue in respect of a residual positive balance. When participation in the Plan terminates, any residual positive balance will be paid to the Participant.

6.6 Statements

As soon as practicable after each Allocation of Shares under the Plan, the Company will send to each Participant, for each shareholding account, a statement setting out:

- (a) the number of the Participant's Plan Shares on the record date for the relevant Dividend;
- (b) the Dividend payable in respect of that Participant's Plan Shares which has been applied towards acquiring additional Shares;
- (c) if applicable, the amount of any withholding tax or other amount under Rule 6.2(b) which has been withheld or deducted from the Dividend payment on the Participant's Plan Shares;
- (d) the number and Offer Price of additional Shares and the date they were acquired by that Participant under the Plan;
- (e) the total number of Shares (including Plan Shares) in respect of which that Participant is the registered holder; and
- (f) the amount of any residual positive balance for that Participant.

6.7 Equal ranking

All Shares Allocated under the Plan will rank equally in all respects with existing Shares.

6.8 Allocation of Shares and despatch of statements

Shares to be Allocated under the Plan will be Allocated within the time required by the ASX. Shareholder statements for the Shares will be despatched as soon as practicable after the Allocation if required by the Constitution.

6.9 Quotation on ASX

The Company must apply to ASX for official quotation of any Shares issued under the Plan, if other Shares of the Company are quoted at that time.

7 Variation or termination of participation

7.1 Notice of Variation

By lodging with the Company a Notice of Variation, a Participant may:

- (a) increase or decrease the number of its Plan Shares; or
- (b) terminate its participation in the Plan.

A Notice of Variation must be lodged for each shareholding account. To be effective for a future Dividend, the Notice of Variation must be received by the Company by the business day after the record date for that Dividend.

7.2 Participation taken to be terminated

If a Participant disposes of all the Participant's Shares without giving the Company a Notice of Variation and is not registered as a holder of any Shares at the record date for payment of a Dividend, the Participant is taken to have terminated participation on the last date when the Company registered a transfer of the Participant's Shares.

7.3 Part disposal and no notice

When a Participant disposes of part of the holding of Shares of that Participant, and does not notify the Company otherwise, the Shares disposed of, to the extent possible, will be taken to be:

- (a) first, Shares which are not Plan Shares; and
- (b) secondly, Plan Shares.

7.4 Termination on death or bankruptcy

If a participant dies, their participation in the Plan terminates when the Directors receive written notice of the death. If a Participant is declared bankrupt or is wound-up, their participation in the Plan terminates when the Directors receive a notification of bankruptcy or winding up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding up of one or more joint holders does not automatically terminate participation provided the remaining holder or all remaining joint holders are Eligible Shareholders.

8 Modification, suspension and termination of the Plan

8.1 Directors may act

The Plan may be:

- (a) modified (including by variation of the Rules);
- (b) suspended;

(c) recommenced; or

(d) terminated,

by the Directors at any time.

8.2 Modification

If the Plan or Rules are modified, a Participant continues to participate under the Plan unless the Participant terminates its participation in the Plan by submitting a Notice of Variation in accordance with Rule 7.1 or is taken to have terminated its participation under Rule 7.2 or Rule 7.4.

8.3 Suspension

If the Plan is suspended, Participants' elections as to participation in the Plan cease to be effective and all Shares are taken not to be Plan Shares for the purpose of any Dividend declared while the Plan is suspended.

8.4 No Dividends during suspension

While the Plan is suspended, Dividends on Plan Shares will not be applied by the Directors on the Participant's behalf in acquiring Shares.

8.5 Recommencement

If the Plan is recommenced following a suspension for:

- (a) less than two consecutive Dividend payment dates, the Participant's previously suspended DRP Election Form will be reinstated and be valid and effective in accordance with these Rules for the purposes of the recommenced Plan, unless determined otherwise by the Directors and notified to Participants in accordance with Rule 8.6; or
- (b) two or more consecutive Dividend payment dates, each Participant who wishes to participate in the recommenced Plan must complete and submit a new DRP Election Form, in accordance with Rule 3.3.

8.6 Notice

The Company will give notice of any:

- (a) **termination of the Plan** to Participants at least two months before the effective date of the termination;
- (b) **variation of the Plan or Rules** (other than simply an exercise of a discretion, authority or power under these Rules) to Eligible Shareholders at least two months before the effective date of the variation; and
- (c) **suspension or recommencement of the Plan** to Participants as soon as reasonably practicable before or after the effective date of the suspension or recommencement.

Notice may be provided in any manner (including, but not limited to, by public announcement, advertisements in any newspapers circulating generally in Australia, notice on the Company's website, announcement to ASX or notices otherwise delivered electronically) which the Directors consider appropriate to bring the termination, variation, suspension or recommencement to the notice of

the Participants or Eligible Shareholders, as the case may be, having regard to the nature of the event for which notice is being given.

8.7 No liability

Any variation, suspension, recommencement or termination of the Plan will not give rise to any liability on the part of, or right of action against, the Company nor its Directors, officers, employees, representatives or agents.

8.8 Omission or non-receipt of notice

The accidental omission to give notice of variation, suspension or termination to any Participant or the non-receipt of any notice by any Participant will not invalidate the variation, suspension or termination of the Plan.

9 Administration of the Plan

The Directors will administer the Plan in accordance with the Listing Rules and the Constitution. The Directors have the power to:

- (a) determine procedures for administration of the Plan consistent with the Rules;
- (b) settle in any manner as they think expedient any difficulties, anomalies or disputes which may arise in connection with the operation of the Plan, whether generally or in relation to any Participant or any Shares. Any determination of the Directors is conclusive and binding on all Participants and other persons to whom the determination relates; and
- (c) delegate to any person for any period of time and on any conditions as they determine, the exercise of any of their powers or discretions under the Plan.

10 Participants to be bound

Participants are at all times bound by the Rules of the Plan.

11 Costs to Participants

No brokerage, commission or other transaction costs will be payable by Participants in respect of Shares Allocated under the Plan. However the Company does not assume liability for any taxes or other imposts assessed against or imposed on a Participant.

12 Governing law

These Rules will be governed by and construed in accordance with the laws of Victoria, Australia.

13 Additional information

A copy of the Company's most recent annual report and financial statements is available to every Eligible Shareholder free of charge from the Company's website www.insigniafinancial.com.au or on request by contacting the Share Registry.



Insignia™
Financial

Insignia Financial Ltd
(ACN 100 103 722)

Features of the Insignia Financial Dividend Reinvestment Plan

Insignia Financial has established a Dividend Reinvestment Plan (“DRP”) to enable Eligible Shareholders (as defined in the DRP Rules) to reinvest all or part of their dividends into additional Insignia Financial shares.

This booklet contains information in relation to the DRP. Please read this booklet carefully. The DRP Rules are set out in the DRP Rules document, available on the Insignia Financial website at www.insigniafinancial.com.au, which you should also read carefully before deciding whether to participate in the DRP.

Any information provided by Insignia Financial in this booklet is of a general nature only and does not take into account your personal circumstances. If you are in any doubt as to whether you should participate in the DRP, you should consult your legal, financial or other appropriately licensed professional adviser. You should also seek your own taxation advice before deciding whether to participate in the DRP.

1 Key features of the DRP

Reinvestment of dividends

If you are an Eligible Shareholder, the DRP offers a convenient way for you to increase your shareholding in Insignia Financial by reinvesting some or all of your dividends in additional Insignia Financial shares.

Insignia Financial shares will be allocated at an Offer Price (as defined in the DRP Rules) based on the volume weighted average daily market price of all Insignia Financial shares sold over a period of up to 10 trading days, as determined by the Insignia Financial Board in accordance with the DRP Rules.

Participation in the DRP is voluntary

If you don't want to participate in the DRP, you don't have to do anything and you will continue to be paid your dividends in cash.

If you do apply to participate in the DRP, you can change your level of participation, or cancel your participation in the DRP at any time and from time to time, by giving notice by 5.00pm (Melbourne time) on the first business day following the record date for the relevant dividend.

Tailoring to individual circumstances

The DRP provides you with flexibility to choose the way in which you receive the benefit of your Insignia Financial dividends in respect of which the DRP applies. If the DRP applies to a dividend, you will have the option of receiving additional Insignia Financial shares, a combination of Insignia Financial shares and cash, or cash only.

No additional cost to participate

You do not have to appoint a broker and you do not have to pay any brokerage, commission or other transaction costs to participate in the DRP.

Residual amounts are carried forward

You will only receive a whole number of additional Insignia Financial shares under the DRP. Where the allocation calculation would otherwise result in a fraction of an additional Insignia Financial share being allocated to you, the residual cash amount attributable to that fraction will be retained (without interest) in your DRP account as a residual positive balance. The total residual positive balance in your DRP account will be carried forward on your behalf to the next dividend in respect of which the DRP applies, for the purposes of calculating the number of additional Insignia Financial shares to be allocated to you under the DRP in respect of that later dividend.

If you cancel your participation in the DRP, any residual positive balance in your DRP account will be paid to you.

Equal ranking

All additional Insignia Financial shares allocated under the DRP will rank equally in all respects with existing Insignia Financial shares.

DRP statement

A DRP statement will be provided to you as soon as practicable after the time of a dividend payment in respect of which the DRP applies. Your DRP statement will include details of (among other things) any additional Insignia Financial shares allocated to you under the DRP and any residual positive balance carried forward in your DRP account.

DRP Rules

The rules of the DRP are set out in the DRP Rules booklet, available on the Insignia Financial website at www.insigniafinancial.com.au. This 'Key features of the DRP' section of this booklet is only a summary of some of the features of the DRP. Nothing in this section or the 'DRP Election Form' itself is intended to modify or otherwise affect the DRP Rules.

2 Where to find the DRP Election Form / Notice of Variation

You must use a copy of the DRP Election Form / Notice of Variation to apply to participate in, or vary your participation in, the DRP.

You can elect to participate or vary your participation in the DRP electronically via the website of Insignia Financial's share registry, Boardroom (the "Share Registry") at www.investorserve.com.au. Alternatively, you can request a copy of the DRP Election / Notice of Variation Form at any time by contacting the Share Registry on 1300 552 203 (within Australia) or +61 2 8196 2893 (outside Australia) or by email to insigniafinancial@boardroomlimited.com.au and then complete and sign the DRP Election Form and return it to the Share Registry.

3 Frequently asked questions

3.1 What is the Plan?

The Plan allows holders of ordinary Shares in Insignia Financial to elect to apply for some or all of your dividends to the purchase of additional shares in Insignia Financial instead of receiving cash. It is a convenient and cost effective method to increase your shareholding in Insignia Financial over time.

3.2 Is participation in the Plan voluntary?

Yes. If you do not want to participate in the Plan, you do not have to do anything and you will continue to be paid your dividends.

3.3 How do I participate in the Plan?

Participation in the Plan is entirely voluntary. All that you need to do is to complete the DRP Election Form and return it to the Share Registry at the address shown on the DRP Election Form.

Additional forms can be downloaded from www.investorserve.com.au or you can contact our Share Registry on 1300 552 203 (within Australia) or +61 2 8196 2893 (outside Australia) to request a DRP Election Form.

3.4 Do I have to pay to participate in the Plan?

No. You do not have to appoint a broker and you do not have to pay any brokerage, commission or other transaction costs to participate in the Plan.

3.5 Who is eligible to participate in the Plan?

As a general rule, ordinary shareholders in Insignia Financial who have a registered address in Australia or New Zealand are eligible to participate in the Plan unless they hold Shares on behalf of another person who resides outside Australia.

Please see the Plan Rules for further information about eligibility.

3.6 If I hold ordinary Shares in Insignia Financial as a nominee or custodian of a foreign beneficiary, am I eligible to participate in the Plan on behalf of that foreign beneficiary?

Insignia Financial is not required to determine whether or not any Eligible Shareholder is acting as a nominee or custodian, or the identity or residence of any beneficial owners of shares in Insignia Financial.

Where any Eligible Shareholder is acting as a nominee or custodian for a foreign person, that Eligible Shareholder, in dealing with its beneficiary, will need to assess whether indirect participation by the beneficiary in the DRP is compatible with applicable foreign laws.

Eligible Shareholders who are nominees or custodians should seek independent advice as to how to proceed.

3.7 When do I have to return my DRP Election Form by if I want to participate in the Plan?

For your DRP Election Form to be effective for a particular dividend in respect of which the Plan applies, it must be received by the Share Registry (either in paper format or completed electronically) by 5.00pm (Melbourne time) on the first

business day following the record date for determining Insignia Financial shareholders' entitlements to that dividend.

If your DRP Election Form is received after this time, it will not become effective until the following dividend in respect of which the DRP applies.

3.8 When will my participation in the Plan begin?

Participation begins with the first Dividend after receipt of your DRP Election Form if it is received before 5.00pm (Melbourne time) on the business day after the record date for that Dividend.

3.9 How is the Offer Price of the Plan Shares calculated?

Offer Price is defined in the Plan Rules. It is based on the average market price of Shares sold on ASX and the market known as 'Cboe Australia' during a period of not more than 10 trading days, commencing two trading days after the record date (or as the Board determines) in respect of the Dividend. The Directors may decide that you can acquire the Shares at a discount.

3.10 Do all my Shares have to participate in the Plan?

Eligible shareholders may elect to participate in the Plan for all or part of their holding, subject to any minimum and/or maximum number of Shares to participate in the Plan as the Directors may specify. There is currently no minimum or maximum number of Shares set for participation in the Plan.

3.11 How many Shares will I receive?

The number of Shares you receive will be calculated by multiplying the number of participating Shares you hold at the relevant record date by the Dividend, deducting any withholding tax or other applicable deductions and then dividing this amount by the Offer Price of the Plan Shares.

Any applicable residual positive balance will be carried forward for you.

3.12 How will I know how many Shares I receive under the Plan?

All participants in the Plan will be sent a statement on the Dividend payment date. This statement will include:

- the number of Plan Shares you held at the record date for the Dividend;
- the Dividend payment calculation (including any withholding tax or other deductions);
- the Offer Price of the Plan Shares; and
- the number of Plan Shares acquired by you and the amount of any applicable residual positive balance.

If you are a partial Participant, you will receive your cheque or direct credit payment advice in a separate letter.

3.13 How will my Plan Shares be treated for the subsequent dividend payments?

If you choose to participate fully in the Plan, all Shares held by you at each record date for a Dividend will be treated as participating in the Plan for that Dividend.

If you choose partial participation, only the number of Shares you have specified will be Plan Shares.

3.14 What if I have more than one shareholding in Insignia Financial?

You will need to lodge a separate DRP Election Form for each shareholding registered under different names or each shareholding bearing different shareholder reference numbers or holder identification numbers.

3.15 Can the Plan be changed, suspended or terminated?

The Directors may vary the Rules or suspend or terminate the Plan at any time. If this occurs, the Directors will make a public announcement and information will be available at *asx.com.au* under Insignia Financial's ASX announcements and also on Insignia Financial's website at *www.insigniafinancial.com.au*.

3.16 How can I change my Plan participation?

You can change your participation or withdraw from the Plan by completing a Notice of Variation and lodging it with the Share Registry. The Notice of Variation must be received before the next record date to be active for the next Dividend. Details on how to obtain a Notice of Variation are contained at paragraph 2 above.

3.17 Can I sell my Plan Shares?

You can sell your Plan Shares any time after you acquire them. If you sell all your Shares between a record date and the Dividend payment date, your Dividend in respect of your Plan Shares will still be reinvested in the Plan.

However, if you sell all of your Shares before the record date, you will not receive Shares under the Plan or any other payment on the Dividend payment date.

3.18 What happens if I am participating in the Plan and sell some or all of my Shares in Insignia Financial?

Unless you have given sufficient notice to the contrary beforehand, the shares disposed of will be treated, to the extent possible, as coming from any Insignia Financial shares that do not participate in the Plan and the balance, if any, will be treated as coming from your Insignia Financial shares that do participate. If you have ceased to hold any Insignia Financial shares by the time of a record date in respect of which the Plan applies, you are deemed to have terminated your participation in the Plan at that record date.

3.19 If I cancel my participation in the Plan or sell my shares in Insignia Financial, or if Insignia Financial terminates the Plan, what happens to any balance in my DRP account?

If Insignia Financial terminates the Plan, if you cancel your participation in the Plan or if you sell all of your shares in Insignia Financial, any residual positive balance in your DRP account will be paid to you.

3.20 What is the taxation treatment?

Dividends reinvested into Shares are usually treated as dividends received in the hands of the shareholder for Australian tax purposes. Insignia Financial cannot, however, advise on the taxation implications of participating in the Plan. If you have any questions regarding taxation implications, please consult your stockbroker, accountant or professional adviser.

3.21 Enquiries

If you have further enquiries (other than concerning taxation) about how the Plan operates and how you can participate, please contact Insignia Financial's Share Registry at:

E-mail: insigniafinancial@boardroomlimited.com.au

Phone: 1300 552 203 (within Australia) or +61 2 8196 2893 (outside Australia)



Boardroom Pty Limited
 ABN 14 003 209 836
 GPO Box 3993
 Sydney NSW 2001
 Tel: 1300 552 203 (within Australia)
 Tel: +61 2 8196 2893 (outside Australia)
 Fax: +61 2 9279 0664
 www.boardroomlimited.com.au
 insigniafinancial@boardroomlimited.com.au

Company or Trust in which Investment is Held

INSIGNIA FINANCIAL LIMITED

Full Name(s) of Registered Holding

Registered Address

**Unitholder Number (UHN)
 Securityholder Reference Number (SRN) or
 Holder Identification Number (HIN)**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**DIVIDEND OR DISTRIBUTION REINVESTMENT PLAN (DRP)
 ELECTION / NOTICE OF VARIATION**

Please complete one choice only

- (a) **Full Participation is required in the DRP.**
 All securities held will participate in DRP. No cash payment will be issued.
 Please tick Box A. **Box A**
- (b) **Partial Participation is required in the DRP.**
 Please write in Box B the number of securities or the percentage of your total securities held you would like to participate in the DRP. The distribution on the balance of your securities (if any) will be issued in Cash. Securities provided as a result of your partial participation in the plan will automatically participate in the plan. **Box B**
- (c) **Termination of Participation in the DRP**
 Only tick Box C if you are already in the DRP and wish to **cancel your participation**.
 (Please complete Direct Credit Authority Form to ensure that future payments may be made to your bank account) **Box C**

SIGNING INSTRUCTIONS:

This form is not valid unless signed by the security holder/s.

- Individual:** This form is to be signed by the securityholder.
- Joint Holding:** Where the holding is in more than one name, all of the securityholders must sign.
- Power of Attorney:** To sign as Power of Attorney, you must have already lodged it with the registry. Alternatively, attach a certified photocopy of the Power of Attorney to this form.
- Companies:** Two Directors, Director & Company Secretary, or Sole Director and Sole Company Secretary can sign.
Please indicate the office held by signing in the appropriate space.

I/We authorise you to act in accordance with my/our instructions set out above in relation to participation in the DRP. I/We acknowledge I/we are aware of the terms applying to participation in the DRP and that these instructions supersede and have priority over all previous instructions.

Securityholder 1 (Individual)	Joint Securityholder 2 (Individual)	Joint Securityholder 3 (Individual)
<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
Sole Director & Sole Company Secretary	Director	Director / Company Secretary

If this form is returned signed, but with no option indicated, it will be treated as an application for full participation.

Telephone contact regarding this form

Contact Name	Business Hours
<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px; text-align: center;">()</div>

Privacy Statement

The personal information in this form is collected by Boardroom Pty Limited ("Boardroom"), as registrar for the issuer of the securities you hold. Boardrooms' privacy policy can be viewed on our website (www.boardroomlimited.com.au).

Your personal information is required for administration of the register of securityholdings. Should some or all of the requested information not be provided correct administration of your securityholding may not be possible. Your personal information may be disclosed to the issuer of the securities you hold, its or our related bodies corporate, external service companies such as print or mail service providers or otherwise as permitted by law. If, in accordance with the provisions of the Corporations Act the issuer of the securities you hold approves, you may be sent marketing material in addition to general corporate communications. You may elect not to receive marketing material by contacting Boardroom Pty Limited.

You can obtain access to you personal information and (if required) advise of any incorrect, inaccurate or out of date data information held, by contacting Boardroom Pty Limited on 1300 737 760